

**PORT OF BROOKINGS HARBOR**  
**Regular Commission Meeting**  
**Wednesday, September 20, 2023 at 2:00pm**  
**Teleconference / Meeting Room**  
**16350 Lower Harbor Road Suite 202, Harbor OR, 97415**

Meeting ID: 771 205 4017

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

Passcode: 76242023

(to mute/unmute: \* 6)

**TENTATIVE AGENDA**

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<b>1. CALL MEETING TO ORDER</b>	
<ul style="list-style-type: none"> <li>• Pledge of Allegiance</li> <li>• Roll Call</li> <li>• Modifications, Additions, and Changes to the Agenda</li> <li>• Declaration of Potential Conflicts of Interest</li> </ul>	
<b>2. APPROVAL OF AGENDA</b>	
<b>3. APPROVAL OF MEETING MINUTES</b>	
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<b>11. ADJOURNMENT</b>	

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

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

**Wednesday, August 16, 2023**

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

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

**1. CALL MEETING TO ORDER**

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

- **Port of Brookings Harbor Commissioners Present:**  
Joseph Speir, Vice-President (Pos. #1), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4). (Pos. #5) is vacant.
- **Port of Brookings Harbor Management and Staff:**  
Travis Webster, Port Manager; April Walker, Office Manager; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- There were no modification, additions, or changes to the agenda.
- 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 submitted. The motion passed 4 – 0.**

**3. APPROVAL OF MEETING MINUTES – Audio time 0:02:31**

- A. Approve Minutes of Special Commissioner Meeting Thursday, July 6, 2023**
- B. Approve Minutes of Regular Commissioner Meeting Wednesday, July 19, 2023.**

**A motion was made by Jonas and seconded by Speir to approve the meeting minutes. The motion passed 4 – 0.**

**4. PUBLIC COMMENTS – Audio time 0:03:06**

There were two public comments. Mike Murphy commented on Action Item I, Supports the Port purchasing the dredge and asked where storage for the sediment will be located. Was concerned sediment becoming dry and being to hazardous. Daniel Fraser was representing the Harbor Water President Board and wanted to thank the Port of Brookings Harbor for their efforts in conversing water.

**5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:06:43**

Webster reported on the events that happened in the month of July, along with projects that were completed in the RV Park, Marina, and equipment services. King reviewed the Safety, Security & Environmental Report. Heap noted that closing the RV Park gate for the 4<sup>th</sup> of July was very successful. Walker reviewed the Financial Report.

**A motion was made by Speir and seconded by Jonas to approve the Management & Financial Reports as discussed. The motion passed 4 – 0.**

**6. ACTION ITEMS**

**A. Commissioner Vacancy – Audio time 0:20:56**

Webster reviewed items with the Board, reviewed the voting process, then the Board will have a recess for staff to tally the votes. Jonas asked about the late application received, Board agreed to have your tally reflect

accordingly. Hartung asked about nepotism with an applicant, Webster and Heap explained there is no nepotism.

Board went into recess at 2:28pm and reconvened meeting at 2:45pm.

Heap announced the tally results went to Daniel Fraser.

**A motion was made by Hartung and seconded by Speir to approve Daniel Fraser for Port of Brookings Harbor Board of Commissioners Position Number 5, term ending on June 30, 2025. The motion passed 4 - 0.**

Heap thanked everyone who applied for the position.

**B. Approve Signature for Bank Accounts – Audio time 0:04:40**

Webster asked to table until the next meeting to allow Fraser to get sworn in.

**C. Park Host Agreement – Audio time 0:05:00**

Webster reviewed item with the Board. Heap asked if there has been any interest since some parks are closed due to not being able to find a camp host. There was some discussion between the Board and staff regarding the interested parties and advertising.

**A motion was made by Speir and seconded by Jonas to approve Draft Beachfront RV Park Host Agreement. The motion passed 4 – 0.**

**D. Audit Engagement Letter – Audio time 0:08:17**

Webster reviewed item with the Board.

**A motion was made by Speir and seconded by Hartung to accept C.J. Huntsman Audit Engagement Letter for the Fiscal Year 2022-2023 services. The motion passed 4 – 0.**

**E. Delinquent Account Write-Offs – Audio time 0:09:52**

Webster reviewed item with the Board. The Board had some questions regarding who the vessels are and if we disclose this information to other Ports.

**A motion was made by Hartung and second by Jonas to approve delinquent account write offs of \$4,719.80 from accounts receivable and submit the amount to Port collection agency. The motion passed 4 – 0.**

**F. Ice Cream Truck – Audio time 0:13:27**

Webster reviewed item with the Board and is leaving this up to the Board since we have never allowed anyone to sell items in the RV Park, some of our tenants sell ice cream, and this might set a precedence that we don't want to go down. The Board agreed this would open too many doors. Board allowed public comment.

**A motion was made by Heap and second by Jonas to deny request.**

Board allowed public comment.

**The motion passed 4 – 0.**

Heap requested staff to look into developing a lease agreement for food vending with no deadline on when to bring that back to the Board.

**G. Strategic Business Plan Update – Audio time 0:21:49**

Webster explained that this is not a huge change to the plan. This is just updating our capital facility plan, project opportunities, our actions plan, and reworking the map with the project locations. Heap explained the Strategic Business Plan, why these changes are being presented and agreed with the changes. Webster reviewed some of the presented projects.

**A motion was made by Jonas and second by Hartung to approve the Strategic Business Plan 2023 annual review and updated Tables 14, 15, 17 and project opportunities map. The motion passed 4 – 0.**

**H. McLennan Contract for FEMA Sediment Storage – Audio time 0:31:37**

Webster explained the total amount was revised.

**A motion was made by Speir and second by Jonas to approve contract for McLennan Excavation Inc. to perform sediment storage construction for dewatering in the amount of \$99725.00. The motion passed 4 – 0.**

**I. FEMA Project, Dredge Purchase – Audio time 0:33:29**

Webster reviewed item with the Board. The dredge will take 14 to 16 weeks before it can be delivered, and we can start dredging in January to March.

**A motion was made by Speir and second by Hartung to approve the Port Manager to purchase DRP120 with listed options for FEMA Project PW 189 Dredging in the amount of \$415,810.00. The motion passed 4 – 0.**

**J. Billeter Marine Contract – Audio time 0:39:20**

Webster reviewed item with the Board.

**A motion was made by Jonas and second by Hartung to approve contract for Billeter Marine to perform clam shell dredging at boat yard area, and contract in the amount of \$99982.53. The motion passed 4 – 0.**

**7. INFORMATION ITEMS**

**A. FEMA Expenditure Schedule/Project Map/Purchases – Audio Time 0:41:29**

Webster reviewed all the items that have been purchased for the FEMA project so far and reviewed the dredge pipe map. Jonas asked about training and staff load. Board allowed public comment.

**B. Wastewater Treatment Plant, Matching Funds– Audio time 0:52:34**

Webster informed the Board that we did not get the cost share waiver, due to the way community grants work, if the public is not going to be shouldering the cost of high rates due to the entity providing the matching funds then it does qualify for a community grant. Webster has started a conversation with Pacific Seafood about the matching costs and suggests to the Board to work with Pacific Seafood as much as possible to make sure they are ready for this.

**8. COMMISSIONER COMMENTS – Audio time 0:58:26**

Heap asked to move commissioner comments before executive session. Heap explained that ODFW does not support the bubble and asked the Board not to support the bubble season. Board allowed public comment.

**9. EXECUTIVE SESSION per ORS 192.660 (2)(a) – Audio time 1:03:00**

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be

disclosed pursuant to ORS 192.660(4). ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into regular session at 4:25pm.

**10. NEXT REGULAR MEETING DATE** – Wednesday, September 20, 2023, at 2:00 PM

**11. ADJOURNMENT** – Audio time 0:00:25

Having no further business, the meeting adjourned at 4:28 pm.

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

*An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com).*

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

**Thursday, August 31, 2023**

**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 Secretary/Treasurer Sharon Hartung 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); Daniel Fraser (Pos. #5). Joseph Speir, Vice-President (Pos. #1) was tardy. Richard Heap, President (Pos. #4) was absent.
- **Port of Brookings Harbor Management and Staff:**  
Travis Webster, Port Manager; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- There were no modification, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

**2. APPROVAL OF AGENDA – Audio time 0:01:40**

**A motion was made by Jonas and seconded by Fraser to approve the agenda. The motion passed 3 – 0.**

**3. EXECUTIVE SESSION per ORS 192.660 (2)(a) – Audio time 0:01:59**

This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(f) To consider information or records that are exempt by law from public inspection. Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4). ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.

Adjourn out of executive session and reconvene into special session at 10:59pm.

**4. NEXT REGULAR MEETING DATE – Wednesday, September 20, 2023, at 2:00 PM**

**5. ADJOURNMENT – Audio time 0:00:31**

Having no further business, the meeting adjourned at 11:01 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](http://www.portofbrookingsharbor.com).*

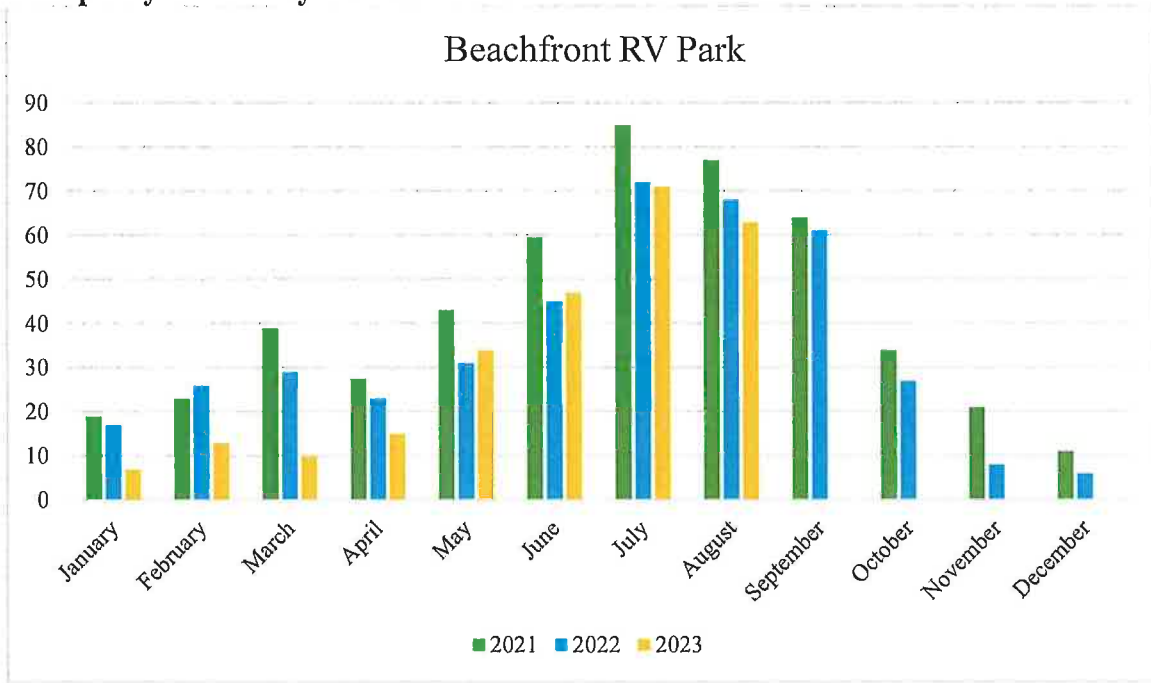
# MANAGEMENT REPORT

**DATE:** September 20, 2023  
**RE:** August 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

## RV Park

- Staff made small repairs throughout the park as needed. (Water spicket leaking, plugged toilets and jammed quarters in the showers)
- Staff swept sidewalk along the beach due to sand blowing on the walkways.
- We ordered 1 complete front row pedestal in case one is damaged or needs to be replaced.
- The Smith River Complex Fire closed highway 199. Due to that closure, we had a lower occupancy than expected and multiple refunds were issued.
- Staff placed an ad for an additional camp host. We have not filled the position. We continue to look for a qualified candidate that can fill our needs.

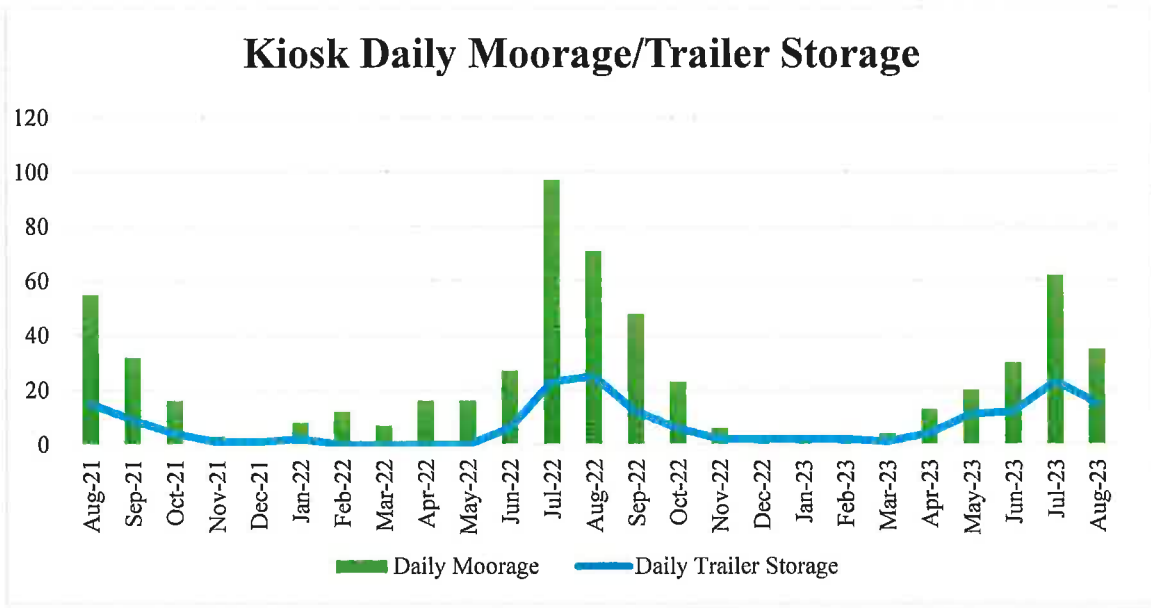
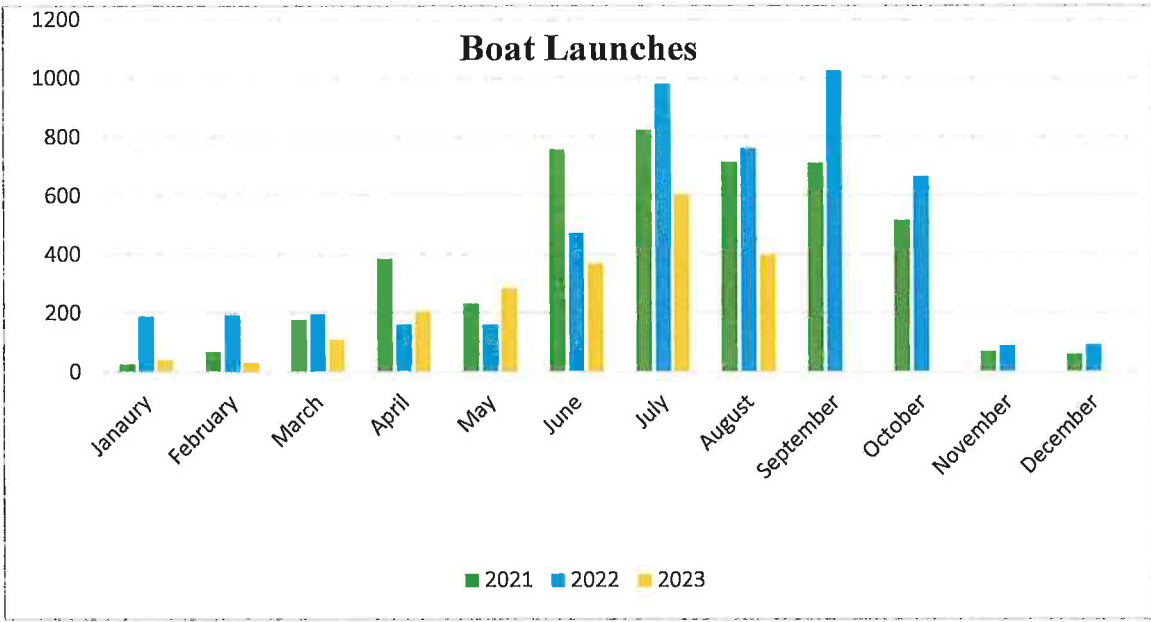
## Occupancy Percent by Month & Year



## Marina

- New spill signs were put at the top of the ramps. The sign reads “ Spills aren’t Slick” it gives a phone number to report spills that reach the water.
- Replaced a main water supply line in Basin 2.

- Regular dock walks to check for loose or broken items.
- County was out to clean the bar grate by the Port office. Port staff deployed our turbidity screen while they cleaned the area. Port staff have been working with the county while culvert or drainage work is occurring to assure that water quality is maintained and DEQ requirements are followed.



*\*Kiosk was offline from August 20 to September 8*



**Equipment Services Performed by Port Staff**

**Telehandler Work**

	2019	2020	2021	2022	2023
January	4	2	0	8	3
February	1	6	3	2	2
March	6	4	6	5	4
April	7	10	5	7	14
May	6	3	7	6	7
June	3	0	3	4	7
July	1	5	0	1	2
August	3	4	1	0	0
September	3	3	1	2	
October	10	6	5	7	
November	3	9	13	9	
December	15	5	3	2	
<b>Totals</b>	<b>62</b>	<b>57</b>	<b>47</b>	<b>53</b>	<b>39</b>

**Travel Lift Haul-Outs**

	2019	2020	2021	2022	2023
January	2	1	0	2	1
February	2	5	1	6	1
March	4	5	6	6	1
April	7	5	6	7	7
May	13	9	5	8	8
June	16	15	12	6	7
July	15	14	7	8	9
August	8	4	7	5	8
September	7	6	8	4	
October	9	8	4	11	
November	8	5	12	6	
December	5	1	0	7	
<b>Totals</b>	<b>96</b>	<b>78</b>	<b>68</b>	<b>76</b>	<b>42</b>

**Commercial Receiving Dock**

- **Public Hoist** – Operational
- **Hallmark Seafood** - Operational
- **Bornstein Seafood** - Operational (Hoist has been removed for channel dredging)
- **Pacific Seafood** - Operational
- **New Pacific Seafood Dock** – Operational

**Commercial Retail Building**

- Bell and Whistle mobile coffee stand was sold. New owners have come in and wish to keep the stand where it is. We have created a new lease for approval today.
- A new air conditioning unit was installed at Whales Tale Candy Store.
- Review of all leases that need to be amended or new leases that will need to be completed.

**Maintenance Crew**

- Staff completed 138 work orders for the month of August 2023. Staff have started assigning new gear storage areas for existing customers and using delineators to define the spots.
- Staff members continue to train and operate Travel lift and Telehandler.
- The Travel Lift rust stop and painting was completed.
- Hauled out Port workboat to inspect. Zincs and bottom paint was ordered and will be completed next month.

### **Office Staff**

- 19 moorage renewals.
- Invoicing for gear and leased areas.
- Daily checks of port grounds and safety issues.
- Communication with CPA and next steps for upcoming audit.
- See daily task sheets for more tasks completed.

### **FEMA**

- Revised FEMA construction contracts for Billiter and McLennan.
- Completed procurements and ordered dredge, generator, pipe.
- Equipment trailer has been received.
- Staff formed and poured the first section of concrete footing for the sediment storage basin. Staff then broke down the forms and started another section. We expect to finish concrete footings by the end of September.
- McLennan excavation is to start erosion protection for dewatering around mid-September.

### **WWTP**

Staff and Port Engineer continue to work on phase 2 funding. Phase 2 funding will be for the manufacturing of the plant and construction for groundwork. Once the phase 2 package is completed and accepted by the EPA the Port will begin the formal procurement process to select the manufacturer. After we have completed that process, we will move into the Formal procurement process for finding a contractor to do the civil work.

**WORK ORDERS LOG**  
**Port of Brookings Harbor**  
**August 2023**

	<b>Date</b>	<b>Location</b>	<b>Description of Work</b>	<b>Action</b>	<b>Date Completed</b>	<b>Completed By</b>	
728	8/1/23	Basin Ramps	Placed spill signs at top of each ramp	Completed	8/1/23	Brent	1
729	8/1/23	Fuel Dock	Removed spill sign at top of fuel ramp	Completed	8/1/23	Brent	2
730	8/1/23	Port	Weed-eated	Completed	8/1/23	Shawn	3
731	8/1/23	Gear Storage	Finished fence and gates	Completed	8/1/23	Shawn & Sean	4
732	8/2/23	RV Park	Ordered complete electric pedestal	Completed	8/2/23	Brent	5
733	8/2/23	Dredge Project	Obtained quotes for deck over trailer	Completed	8/2/23	Brent	6
734	8/2/23	Fuel Dock	Replaced case filters	Completed	8/2/23	Brent	7
735	8/2/23	Fuel Dock	Changed fuel filters on all three pumps	Completed	8/2/23	Brent and PP&T	8
736	8/2/23	Port	Weed-eated	Completed	8/2/23	Shawn	9
737	8/2/23	Gear Storage	Cleaned up Gear Storage	Completed	8/2/23	Shawn & Sean	10
738	8/2/23	Boat Shop	Fixed water leak	Completed	8/2/23	Shawn & Brent	11
739	8/3/23	Stage	Moved event stage from retail area to storage	Completed	8/3/23	Brent	12
740	8/3/23	Dredge Field	Met with Ziplly - got permission to bury line or they will relocate box	Completed	8/3/23	Brent	13
741	8/3/23	Fish Station	Dumped fish carcasses	Completed	8/3/23	Brent	14
742	8/3/23	Trailer	Secured quotes for trailer purchase for Dredge Project	Completed	8/3/23	Brent	15
743	8/3/23	Boat Yard	Completed a Haul In	Completed	8/3/23	Shawn & Sean	16
744	8/3/23	Port	Weed-eated	Completed	8/3/23	Shawn	17
745	8/4/23	Retail	Picked up wood wheels, fish holder, small stage	Completed	8/4/23	Shawn & Brent	18
746	8/4/23	Toiletries	Inventoried and stocked Connex	Completed	8/4/23	Brent	19
747	8/4/23	Retail	Straightened handicapped sign that was bent	Completed	8/4/23	Brent	20
748	8/4/23	Retail	Mowed and weedeated	Completed	8/4/23	Shawn	21
749	8/4/23	Retail	Tested and cleaned septic system	Completed	8/4/23	Brent	22
750	8/4/23	Fish Station	Cleaned station and dumped carcasses	Completed	8/4/23	Brent & Marian	23
751	8/4/23	Boat Yard	Hauled in Coast Guard	Completed	8/4/23	Shawn & Brent	24
752	8/4/23	Retail Islands	Weed-eated rock areas	Completed	8/4/23	Shawn & Marian	25
753	8/4/23	RV Park Bathrooms	Cleaned out the outside shower	Completed	8/4/23	Trent	26
754	8/4/23	RV Park	Cleaned up garbage on outside fence perimeter	Completed	8/4/23	Trent	27
755	8/7/23	Fish Station	Cleaned station and dumped carcasses	Completed	8/7/23	Brent & Marian	28
756	8/7/23	Port	Scheduled special trash pickup for 8/11 before special event	Completed	8/7/23	Brent	29
757	8/7/23	Port Ops	Compiled insurance about new tractor (EQ 3715) for insurance company	Completed	8/7/23	Brent	30
758	8/7/23	Launch Ramp (Sani-Sailor)	Installed replacement sensor	Completed	8/7/23	Brent & Marian	31
759	8/7/23	Launch Ramp Electric Pedestal	Replaced cover on blanked outlet box	Completed	8/7/23	Brent	32
760	8/7/23	Port	Completed monthly sewer inspections	Completed	8/7/23	Brent	33
761	8/7/23	Boat Yard	Hauled out work boat, then put back in	Completed	8/7/23	Shawn & Sean	34
762	8/7/23	Basin 1 at Launch Ramps	Removed tree	Completed	8/7/23	Brent, Marian, Sean & Shawn	35
763	8/7/23	Steel Wall	Greased hoist	Completed	8/7/23	Shawn & Sean	36
764	8/7/23	Shop - RV Park	Smashed trash	Completed	8/7/23	Shawn & Sean	37
765	8/7/23	RV Park	Swapped out picnic tables	Completed	8/7/23	Shawn & Sean	38
766	8/8/23	Retail	Fixed septic pump #1	Completed	8/8/23	Brent - Travis - Marian	39
767	8/8/23	Electric pedestal at dredge area	Devised and implemented plan to bury or move pedestal	Completed	8/8/23	Brent	40
768	8/8/23	RV Site #21	Replaced vacuum breaker - anti-siphon valve	Completed	8/8/23	Brent	41
769	8/8/23	Boat Yard	Moved dirt and built berms	Completed	8/8/23	Shawn & Sean	42
770	8/8/23	Boat Yard	Scraped and Rust Trapped Travel Lift	Completed	8/8/23	Shawn & Sean	43
771	8/9/23	Retail Area	Set up event stage	Completed	8/9/23	Brent & Sean & Shawn	44
772	8/9/23	Fuel Dock	Completed Monthly Inspections	Completed	8/9/23	Brent	45
773	8/10/23	RV Park	Checked sand trap	Completed	8/10/23	Brent	46
774	8/10/23	Whale's Tail Candy & Gifts	Completed RFQ for failed HVAC system	Completed	8/10/23	Brent	47
775	8/10/23	Fish Station	Dumped fish carcasses	Completed	8/10/23	Brent & Sean	48

776	8/10/23	RV Park, Site 2	Fixed loose picnic table bench	Completed	8/10/23	Trent	49
777	8/10/23	Fish Station	Dumped fish carcasses	Completed	8/10/23	Brent	50
778	8/10/23	RV Park, Mens' Bathroom	Installed toilet paper dispenser	Completed	8/10/23	Trent	51
779	8/10/23	RV Park, Sites 155-163	Weed-eated sites 155-163	Completed	8/10/23	Trent	52
780	8/10/23	Basin 2	Completed dock inspections	Completed	8/10/23	Shawn & Trent	53
781	8/10/23	Boat Launch	Installed barricades & signage for ODFW	Completed	8/10/23	Sean	54
782	8/10/23	RV Park, Site 34	Replaced shut off valve cover	Completed	8/10/23	Trent	55
783	8/10/23	Boat Yard	Painted travel lift	Completed	8/10/23	Shawn & Sean	56
784	8/10/23	P-Dock Main	Installed new water & electrical hangers	Completed	8/10/23	Sean	57
785	8/11/23	RV Park, Site 45	Fixed broken electrical panel	Completed	8/11/23	Trent	58
786	8/11/23	Port	Compacted dumpsters	Completed	8/11/23	Brent	59
787	8/11/23	Port Water	Turn water on and inspect water lines	Completed	8/11/23	Shawn & Sean	60
788	8/11/23	Transient Dock	Tightened bolts	Completed	8/11/23	Shawn & Sean	61
789	8/11/23	RV Site #86	Replaced failed 110 outlet & hose bib	Completed	8/11/23	Brent	62
790	8/11/23	Boat Yard	Completed haul out / set down	Completed	8/11/23	Shawn & Sean	63
791	8/14/23	Fish Station	Dumped fish carcasses	Completed	8/14/23	Brent	64
792	8/14/23	Port	Smashed/compacted dumpsters	Completed	8/14/23	Brent	65
793	8/14/23	Boardwalk	Replace failed unit	Completed	8/14/23	Brent	66
794	8/14/23	Launch Ramp	Installed MarineSync on SaniSailor	Completed	8/14/23	Brent	67
795	8/14/23	RV Park, Mens' Bathroom	Fixed right sink	Completed	8/14/23	Trent	68
796	8/14/23	Boat Yard	Put boat back in	Completed	8/14/23	Shawn & Sean	69
797	8/14/23	Basin 1, E-F Dock	Water fix X 3	Completed	8/14/23	Shawn & Sean	70
798	8/14/23	Boat Yard	Finished painting travel lift	Completed	8/14/23	Shawn & Sean	71
799	8/14/23	Basin 2, J14 - Pau Hana	Installed hose hanger	Completed	8/14/23	Shawn & Sean	72
800	8/15/23	Basin 2, J Dock	Taped up peds	Completed	8/15/23	Shawn & Sean	73
801	8/15/23	Boardwalk	Straightened fence	Completed	8/15/23	Shawn & Sean	74
802	8/15/23	Slugs & Stones	Thoroughly cleaned and exercised secondary septic pump	Completed	8/15/23	Brent	75
803	8/15/23	RV Park	Investigated reports that WiFi not working. When between two large RV's in certain spots, signal is sketchy. By moving 5', got a superior signal	Completed	8/15/23	Brent	76
804	8/15/23	SaniSailor Fuel Dock	Installed MS1 tracking device	Completed	8/15/23	Brent & Marian	77
805	8/15/23	Gear Storage	Moved gear and cleaned up	Completed	8/15/23	Shawn & Sean	78
806	8/16/23	Fish Station	Cleaned and dumped carcasses	Completed	8/16/23	Brent & Shawn	79
807	8/16/23	Basin 2	Replaced main water supply line	Completed	8/16/23	Brent	80
808	8/16/23	Gear Storage	Cleaned up gear storage	Completed	8/16/23	Shawn & Sean	81
809	8/17/23	Basin 2, Q Dock	Replaced rub board, Warrior II and replaced nipple on water	Completed	8/17/23	Shawn & Sean	82
810	8/17/23	RV Park, Partials and Site 48	Cleaned out fire pits	Completed	8/17/23	Trent	83
811	8/17/23	Boat Yard	Pulled boat	Completed	8/17/23	Shawn & Sean	84
812	8/17/23	rv Park, Site 79	Replaced sewer cap and extension	Completed	8/17/23	Trent	85
813	8/17/23	Gear Storage	Cleaned up gear storage	Completed	8/17/23	Shawn & Sean	86
814	8/17/23	EQ 3715 - Inventory	Ordered grease & filters for inventory	Completed	8/17/23	Brent	87
815	8/17/23	Office Server	Worked with Carbonite support to get backup program functioning properly again	Completed	8/17/23	Brent	88
816	8/17/23	The Hungry Clam	Replaced electrical outlet	Completed	8/17/23	Brent & Gowman	89
817	8/18/23	Fish Station	Cleaned and dumped carcasses	Completed	8/18/23	Brent	90
818	8/18/23	Gear Storage	Cleaned up Gear Storage area	Completed	8/18/23	Shawn & Sean	91
819	8/18/23	RV Park, Site 92	Fixed leaking water spigot	Completed	8/18/23	Trent	92
820	8/18/23	Boat Yard	Completed a haul out	Completed	8/18/23	Shawn, Sean & Travis	93
821	8/21/23	RV Park Showers	Ordered more propane for showers	Completed	8/21/23	Brent	94
822	8/21/23	Fish Station	Dumped fish carcasses	Completed	8/21/23	Brent	95
823	8/21/23	RV Park	Addressed empty propane issue	Completed	8/21/23	Brent	96
824	8/21/23	Fish Station	Dumped fish carcasses	Completed	8/21/23	Brent	97
825	8/21/23	Shop - RV Park	Installed delineator on blocks	Completed	8/21/23	Shawn & Sean	98
826	8/21/23	Gear Storage	Cut grate from drain	Completed	8/21/23	Shawn & Sean	99
827	8/21/23	Gear Storage	Moved pots and marked for delineators	Completed	8/21/23	Shawn & Sean	100
828	8/21/23	Boat Yard	Completed Haul In	Completed	8/21/23	Shawn & Sean	101
829	8/21/23	Basin 1 Culvert	Moved turbidity screen to culvert	Completed	8/21/23	Shawn - Sean - Brent - Travis	102
830	8/22/23	Retail	Replaced broken electric covers	Completed	8/22/23	CCEC/Brent	103
831	8/22/23	Fish Station	Cleaned fish station	Completed	8/22/23	Brent	104
832	8/22/23	RV Shower	Cleared jammed coin acceptor	Completed	8/22/23	Brent	105
833	8/22/23	Boat Yard	Removed brush & trees	Completed	8/22/23	Brent & Marian	106
834	8/22/23	Gear Storage	Installed concrete pads with delineators	Completed	8/22/23	Shawn & Sean	107

835	8/23/23	RV Site #69	Repaired broken hose - supply line	Completed	8/23/23	Brent	108
836	8/23/23	Oil Dump	Had oil and other fluids removed	Completed	8/23/23	Brent	109
837	8/23/23	Fish Station	Cleaned fish station - twice	Completed	8/23/23	Brent	110
838	8/24/23	Gear Storage	Set delineator blocks	Completed	8/24/23	Shawn & Sean	111
839	8/24/23	Settling ponds	Started forms	Completed	8/24/23	Shawn - Sean - Travis - Brent - Gary	112
840	8/24/23	Basin 1	Removed screen from culvert	Completed	8/24/23	Shawn - Sean - Brent	113
841	8/24/23	Basin 2, Q Dock	Repaired electric pedestal 2-4 & 4-6	Completed	8/24/23	Brent	114
842	8/24/23	Fish Station	Cleaned	Completed	8/24/23	Brent	115
843	8/25/23	Fish Station	Dumped fish carcasses	Completed	8/25/23	Brent	116
844	8/25/23	Settling pond	Built forms	Completed	8/25/23	Shawn - Sean - Everyone	117
845	8/25/23	Boat Yard	Completed haul out	Completed	8/25/2023	Shawn & Sean	118
846	8/25/23	Cazadores	Completed documentation for Business Oregon	Completed	8/25/23	Brent	119
847	8/27/23	Retail Septic	Pulled pump and cleared alarm two times	Completed	8/27/23	Brent & Travis	120
848	8/28/23	Fish Station	Dumped fish carcasses two times	Completed	8/28/23	Brent	121
849	8/28/23	Boat Yard	Completed haul in	Completed	8/28/23	Shawn & Sean	122
850	8/28/23	Settling Pond	Finished building form	Completed	8/28/23	Shawn - Sean - Travis - Marian - Gary - Trent - Brent	123
851	8/29/23	Retail Septic	Pulled pump, cleared alarm	Completed	8/29/23	Brent & Travis	124
852	8/29/23	Fish Station	Cleaned and dumped carcasses	Completed	8/29/23	Brent	125
853	8/29/23	Settling Pond	Back filled forms	Completed	8/29/23	Shawn - Sean - Travis	126
854	8/29/23	Boat Yard	Completed haul out	Completed	8/29/23	Shawn - Sean	127
855	8/29/23	Boat Yard	Set boat down	Completed	8/29/23	Shawn - Sean	128
856	8/29/23	B1, CA	Replaced 3 cleats	Completed	8/29/23	Shawn - Sean	129
857	8/29/23	Boat Yard	Set boat down	Completed	8/29/23	Shawn - Sean	130
858	8/30/23	RV Site 40	Placed Y on hose bib to shut off	Completed	8/30/23	Brent and Steve (Camp Host)	131
859	8/30/23	Fish Station	Dumped fish carcasses	Completed	8/30/23	Brent	132
860	8/30/23	RV Park #41	Checked for shutoff valve	Completed	8/30/23	Shawn - Sean	133
861	8/30/23	Settling pond	Poured concrete	Completed	8/30/23	Shawn - Sean - Travis - Marian - Gary - Trent - Brent	134
862	8/30/23	Boat Yard	Completed haul in; moved boat	Completed	8/30/23	Shawn - Sean - Travis - Brent	135
863	8/31/23	Settling pond	Built forms	Completed	8/31/23	Shawn - Sean - Travis - Marian - Gary - Trent - Brent	136
864	8/31/23	Setting pond	Took forms down	Completed	8/31/23	Shawn - Sean - Travis - Gary	137
865	8/31/23	Whale's Tail Candy & Gifts	Worked with contractor to install new A/C unit	Completed	8/31/23	Brent	138
						<b>TOTAL</b>	<b>138</b>

## Six Month Occupancy Forecast

September	29%
October	10%
November	4%
December	1%
January	0%
February	0%

Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
08/01/2023	127	89	38	70%
08/02/2023	127	88	39	69%
08/03/2023	127	93	34	73%
08/04/2023	127	99	28	78%
08/05/2023	127	100	27	79%
08/06/2023	127	85	42	67%
08/07/2023	127	89	38	70%
08/08/2023	127	74	53	58%
08/09/2023	127	65	62	51%
08/10/2023	127	87	40	69%
08/11/2023	127	108	19	85%
08/12/2023	127	110	17	87%
08/13/2023	127	84	43	66%
08/14/2023	127	76	51	60%
08/15/2023	127	83	44	65%
08/16/2023	127	86	41	68%
08/17/2023	127	83	44	65%
08/18/2023	127	89	38	70%
08/19/2023	127	96	31	76%
08/20/2023	127	83	44	65%
08/21/2023	127	76	51	60%
08/22/2023	127	66	61	52%
08/23/2023	127	71	56	56%
08/24/2023	127	72	55	57%
08/25/2023	127	74	53	58%
08/26/2023	127	69	58	54%
08/27/2023	127	60	67	47%
08/28/2023	127	61	66	48%
08/29/2023	127	60	67	47%
08/30/2023	127	56	71	44%
08/31/2023	127	50	77	39%
	3937	2482		

August Occupancy	63%
Total	



# Brooking Harbor VenTek RCS

6 Sep 2023 8:17:24AM

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**Monthly Transactions Summary Report**

**Date:** August 01, 2023 to August 31, 2023      **Payment type:** ALL  
**Transaction IDs:** ALL  
**Terminals:** ALL

Location	Terminal	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
1	VS_All Pay												
	1	Boat Launch	400	915.00	805.00	230.00	0.00	0.00	0.00	0.00	0.00	0.00	1,950.00
	2	Daily Moorage	35	5.00	1,185.00	405.00	0.00	0.00	0.00	0.00	0.00	0.00	1,595.00
	4	Trailer Storage	15	0.00	540.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	550.00
		Subtotal	450	920.00	2,530.00	645.00	0.00	0.00	0.00	0.00	0.00	0.00	4,095.00
		<b>Total Sales</b>	450	920.00	2,530.00	645.00	0.00	0.00	0.00	0.00	0.00	0.00	4,095.00

Grand Totals	Total Sales	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
	450	920.00	2,530.00	645.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,095.00



## For August 2023:

### August 2023 Vessel Inspections:

- No Vessel Inspections were conducted in August.

### Disposed:

- No boats were disposed of in August 2023.
- Seizure process completed for vessel "American Maid."

### Completed Inspection:

- OR430ZM (Kenneth Freeman) (B2, H4) – **Renewal: 8/03/23**  
Inspection completed on 3/02/23. Ken moved his boat from the Port on 8/09/23. Ken will not renew his moorage.

### Ongoing Inspections:

- Thor – OR886ABZ – (Randy Scott) (B2, O13) – **Renewal: 10/01/23**  
On 9/06/23, Travis also spoke with Randy and stated the inspection needs to be completed before 10/01/23 per Port policy. On 9/12/23, Randy said boat repairs are complete. Vessel Inspection has been scheduled for 10 am on Monday, 9/25/23.

### Currently Scheduling Upcoming Inspections for:

- Rhumba (Michael Maas) (B2, I-15) – **Renewal: 9/01/23**
  - Michael canceled 2 scheduled vessel inspections in Month of March.
  - Left voice message acknowledging cancellation and stated that if vessel inspection is delayed until August 2023, his moorage will not be renewed.
  - Travis spoke with Michael Maas on 07/07/23 for an update on scheduling vessel inspection. Vessel is not seaworthy at this time.
  - On 08/30/23, spoke with Michael and he said he bought the battery but can't come over right now due to the fires.
  - Left voice message for Michael re: status of installing the battery.
- Shar-Mar (Myrna Underwood-Scott) (B1, M18) – **Renewal: 2/17/24**
  - Spoke with Myrna regarding scheduling vessel inspection in September 2023.
- OR954ABG (Dustin Shermer) (B2, E17) – **Renewal: 1/18/24**
  - Inspection to be scheduled in September 2023 (weekend).
- Distant Star – DO592345 (Herschel Weeks) (B2, O17) – **Renewal: 11/22/23**
  - Inspection was cancelled for 8/15/23.
  - Inspection to be scheduled in September 2023.

# April's Tasks Completed

August 2023

- August 1** Created 34 Commercial Lease Invoices for August including new tenant Brookings Real Estate LLC
- August 2** Submitted Brookings Real Estate Lease Agreement to Curry County Tax Assessor
- August 3** Spoke with SAM.gov (System of Awards Management) regarding change of Administrator process to remove Kim and add myself to the account. Began process of changing Administrator which including sending a notarized letter to FSD.gov – SAM renewal deadline is 8/11/2023
- August 4** Completed credit application for new vendor (Core & Main) for dredging supplies (FEMA PW189)
- August 7** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- August 8** Prepared write off requests/submit to collections for Giovanni Costantino and Steve O'Daniels
- August 11** Finalized SAM.gov (System of Awards Management) Registration Renewal
- August 14** Submitted payroll reports to SAIF (new worker's comp insurance provider)  
Submitted 2023-24 Membership Roster for SDAO (for Commissioners and Port Management team)
- August 15** Set up SEP/IRA Contribution Accounts with Edward Jones for Lisa Reynolds and Denise Gerski
- August 21** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- August 22** Sent documentation for 2022-2023 Worker's Comp Payroll Audit to SDAO for rate adjustment
- August 23** Communicated with Connie Huntsman and Gerald Burns regarding next steps for FY 22-23 Audit  
Sent most recent backup copy of Quickbooks to Gerald so he can begin Financial Statements
- August 24** Spoke with A/R at Sonsray Machinery to clear up a \$50.00 discrepancy error their bank made when cashing a check from POBH on 7/31/23 so I could reconcile our July Accounts
- August 24** Created 34 Commercial Lease Invoices for September

**August 25 – September 4, 2023 - VACATION**

# Danielle's Tasks Completed

Date: August 2023

- August 1** Submitted 2<sup>nd</sup> Quarter Discharge Monitoring report for Stormwater Pollution Control Plan dates April – June.
- August 1** Started putting together Regular meeting packet.
- August 7** Safety meeting with maintenance staff regarding turbidity screen safety
- August 9** Attended SDAO Conference regarding Board Member Duties, Liabilities, and Responsibilities
- August 10** Distributed Regular meeting packet to commissioners an
- August 16** Attended Board of Commissioners Regular Meeting
- August 17** Attended conference with Travis at Seaview
- August 18** Witness Daniel Fraser swearing into the Commissioner Position number 5
- August 21** Informed the Ethics Board of Daniel Fraser being on the Board
- August 20 & 21** Collect, created, distributed Special Meeting/Executive Session Meeting Packet together.
- August 29** Met with Jennifer and Denise to go over a new RV Park staff schedule.
- August 31** Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

# Denise's Tasks Completed

Date: August

Daily	Processed fuel tickets, updated fuel dock sales spreadsheet, monitored transient dock
Daily	Processed Purchase Orders, Bills, Vendor Invoices, RV Park Reconciliation and Deposit
Daily	Made bank deposit, got mail, sorted and processed mail and entered payments into Quickbooks
August 3	Contacted tenants regarding lease renewals
August 4	Compiled Security Patrol time summary
August 1 - 30	Handled storage inquiries and filled vacant trailer/boat storage spaces
August 14-15	Updated information and compiled new Commissioner Orientation binder
August 16	Entered all June Kiosk credit card payments into Quickbooks
August 21	Invoiced for 23 gear storage spaces and 19 vessel/trailer storage spaces
August 31	Assessed Finance Charges, ran and sent monthly statements and processed collections notices

## NOTES:

### Recurring:

- Maintained work orders log and prepared month end report
- Maintained trailer/boat spreadsheets and waiting list, and gear storage spreadsheets
- Assisted with previous months' bank/Quickbooks reconciliations
- Ran cards on file for approved storage/lease/bar cam sponsor customers on first of month, and throughout month for approved fuel customers
- Assisted with processing vendor payments/checks and dropped off designated payments
- Daily office settlement and Quickbooks backup

# Gary's Tasks Completed

August 2023

- August 1 thru 31** FEMA Contracts – Revise Billeter Marine (Clamshell Dredging) and McLennan Excavation (Sediment Storage Construction) contracts amounts. Finalize contracts for each section of work.
- August 1 thru 31** Updating and tracking all costs involved with FEMA (PW-189 Dredging and PW-190 Administration), EPA (WWTP) and HMGP (Stormwater & Paving Improvements). Prepare documents and submit to FEMA PW-189 Dredging Payment Request No.2 (\$562,107).
- August 1 thru 31** FEMA procurements – Dredge, storage building, HDPE dredge pipe and generator. Building on hold until next year.
- August 8** Checked Boardwalk condition at north end. Measured gaps at both ends of the failure and the total length. North gap at 11-3/4". South gap at 39'-8" from the north end is 3/4". Took pictures of the measurements for records.
- August 15 thru 25** Review and prepare draft amendments / leases for outdated leases.
- August 17 thru 31** Request quotes for restriping retail parking lot.
- August 25 thru 31** Planning, inspection and assisting building sediment basin.
- August 25 thru 31** Preparing Business Oregon to submit matching funds (25%) for FEMA PW-189 Dredging.

## NOTES:

# Lisa's Tasks Completed

Date: August

- |                      |  |
|----------------------|--|
| <b>August 1 - 31</b> | Processed 19 Moorage Renewals and Invoices for August 2023.  |
| <b>August 1</b>      | Posted for mailing October 2023 Moorage Renewals dated October 1 – 14, 2023.                       |
| <b>August 1</b>      | Scheduled Vessel Inspection for FV: Distant Star – DO592345 (in Yard) – B2, O17 – Weeks, Herschel. |
| <b>August 2</b>      | Prepared Updated Boat Owner Contact List for Brent Ferguson, Leadman.                              |
| <b>August 15</b>     | Notarized signature of Travis Webster on Designation of Entity Administrator letter.               |
| <b>August 15</b>     | Posted for mailing October 2023 Moorage Renewals dated October 15 – 28, 2023.                      |
| <b>August 17</b>     | Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant.             |

## NOTES:

Recurring:

- Updated expired insurance, registration, and policies for moorage customers.
- Issued Parking Permits for moorage customers.
- Issued Annual Launch passes.

# SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

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**DATE:** September 20, 2023  
**RE:** August 2023  
**TO:** Travis Webster, Port Manager  
**ISSUED BY:** Danielle King, Safety, Security & Environmental Coordinator

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## SAFETY

- Port staff discussed turbidity screen safety and installation of screen.

## INCIDENTS

POBH recorded (5) incidents for the month of August bringing the year total to (39). Incidents included:

- Paraphernalia was found and disposed of properly into the Ports hazmat container.
- There was personal property stolen from a vessel, but security footage does not show anyone but the owner on the vessel.
- Two bikes were stolen on two separate nights but from the same RV Park customer. Customer reported theft to the sheriffs.
- Trailer was left on Port property, Port called number on tailer and tagged trailer. Two days later the trailer was stolen. Security footage was given to the sheriffs.

## SECURITY

Four Aces Security Solutions and POBH recorded (36) security issues for the month of August bringing the year total to (284). Issues included:

- (18) Overnight parking tickets.
- (7) Ticket Violations in Boat Launch Parking Lot
- (2) Unhitched Trailers
- (2) Parking Violations in the Boat Launch Parking Lot
- (5) No Camping
- (2) Unauthorized Visitors

## ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Discharge Monitoring Report for Stormwater testing was completed. Due to no rainfall, there was nothing to report for the second of four tests that are required.

# FINANCIAL SUMMARY

**DATE:** September 20, 2023  
**RE:** Month End Report for August 2023  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** April Walker, Office Manager

## August 2023 Financial Report – Overview

### Balance Sheet

- Unrestricted Cash and Equivalents totaled \$332,427
- Restricted Cash and Equivalents totaled \$414,631
- Total Checking/Savings (cash) at \$747,058

### August Profit & Loss

- Total revenue for all funds was \$433,790
- Total expense was \$637,537
- The net income for August was (\$203,747)

August Program Revenues		August Program Expenditures	Net
Beachfront RV Park	\$67,288	\$24,192	\$43,097
Commercial / Retail	\$46,582	\$21,996	\$24,585
Fuel Dock	\$86,785	\$119,425	(\$32,640)
Marina	\$58,614	\$41,879	\$16,735
<b>Total General Fund</b>	<b>\$259,269</b>	<b>\$207,492</b>	<b>\$51,777</b>

### Budget Performance FY 2022-2023

- Total income for all funds is 6.7%, with general fund revenues at 20.2%
- Total expenditure for all funds is 8.3%, with general fund expenditure at 15.2%

### ATTACHMENTS

- Port Balance Sheet as of August 31, 2023, 2 pages
- Profit & Loss August 2023, 3 pages
- Profit & Loss General Fund August 2023, 3 pages
- Profit & Loss Budget Performance, FY July 1, 2023, through June 30, 2024, 4 pages
- August 2023 Check Register, 4 pages
- August 2023 ACH and Debit Card Payments, 2 pages
- Purchases by Vendor Summary August 2023, 1 page

Depreciation expenses are not included in the budget or in our financial reports. If depreciation expense were 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

	Aug 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>100 · UNRESTRICTED CASH &amp; EQUIVALENTS</b>	
<b>101 · GENERAL FUND CHECKING &amp; LGIP</b>	
10103 · General Funds Ckg Umpqua 3634	122,237.05
10106 · General Fund LGIP 6017	160,582.60
10107 · Dredging LGIP 6254	47,498.48
<b>Total 101 · GENERAL FUND CHECKING &amp; LGIP</b>	330,318.13
10101 · Petty Cash	399.00
<b>10102 · COUNTER CASH</b>	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
<b>Total 10102 · COUNTER CASH</b>	1,710.00
<b>Total 100 · UNRESTRICTED CASH &amp; EQUIVALENTS</b>	332,427.13
<b>110 · RESTRICTED CASH &amp; EQUIVALENTS</b>	
<b>104 · RESTRICTED MONEY MKT &amp; CHECKING</b>	
20104 · USDA BOND Umpqua MM 9529	2,521.34
30104 · Debt Service Umpqua MM 8627	
60104 · OR FFC 2020 Debt Service	4,809.87
30104 · Debt Service Umpqua MM 8627 - Other	8,630.95
<b>Total 30104 · Debt Service Umpqua MM 8627</b>	13,440.82
40104 · Capital Projects Umpqua 8018	2,500.00
<b>Total 104 · RESTRICTED MONEY MKT &amp; CHECKING</b>	18,462.16
<b>105 · RESTRICTED LGIP</b>	
20105 · USDA Bond Fund LGIP 6021	124,645.01
30105 · IFA Debt Service Fund LGIP 6020	80,685.33
50105 · Reserve Fund LGIP 6018	130,535.94
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	217,128.94
70105 · Capital Projects LGIP 6273 - Other	-156,826.75
<b>Total 70105 · Capital Projects LGIP 6273</b>	60,302.19
<b>Total 105 · RESTRICTED LGIP</b>	396,168.47
<b>Total 110 · RESTRICTED CASH &amp; EQUIVALENTS</b>	414,630.63
<b>Total Checking/Savings</b>	747,057.76
<b>Accounts Receivable</b>	
120 · ACCOUNTS RECEIVABLE	-26,375.85
<b>Total Accounts Receivable</b>	-26,375.85
<b>Other Current Assets</b>	
<b>130 · DUE FROM TRANSFERS</b>	
40130 · Due From Capital Projects	237,181.09
<b>Total 130 · DUE FROM TRANSFERS</b>	237,181.09
<b>150 · Undeposited Funds</b>	8,282.82
<b>Total Other Current Assets</b>	245,463.91
<b>Total Current Assets</b>	966,145.82
<b>TOTAL ASSETS</b>	<b>966,145.82</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	

## Port of Brookings Harbor Balance Sheet

Cash Basis

	Aug 31, 23
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
200 · ACCOUNTS PAYABLE	
10201 · General Fund Accounts Payable	-0.14
<b>Total 200 · ACCOUNTS PAYABLE</b>	-0.14
<b>Total Accounts Payable</b>	-0.14
<b>Other Current Liabilities</b>	
100222 · Payroll Liabilities	
10222 · HealthCare Premium - Dependent	-1,270.26
<b>Total 100222 · Payroll Liabilities</b>	-1,270.26
10226 · Lodging Tax Payable	28,870.72
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	237,181.09
<b>Total 230 · DUE TO TRANSFERS</b>	237,181.09
<b>Total Other Current Liabilities</b>	264,781.55
<b>Total Current Liabilities</b>	264,781.41
<b>Total Liabilities</b>	264,781.41
<b>Equity</b>	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
<b>Total 301 · Unappropriated Balance</b>	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
<b>Total 302 · Appropriated Carryover</b>	-1,670,193.72
<b>Total 300 · Fund Balance</b>	0.00
3900 · RETAINED EARNINGS	981,505.53
Net Income	-280,141.12
<b>Total Equity</b>	701,364.41
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>966,145.82</b>

**Port of Brookings Harbor**  
**Profit & Loss**  
 August 2023

	Aug 23
<b>Income</b>	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	330.41
10413 · Property Tax Prior	8,725.96
Total 401 · GENERAL FUND REVENUES	9,056.37
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	8,230.48
10421.4 · Recreational Slip Rent	33,134.95
10421.5 · Transient	37.50
10421.6 · Other Moorage	448.00
Total 10421.2 · MOORAGE	41,850.93
10422 · Boat Launch	175.00
10423 · STORAGE	
10423.1 · Gear Storage	5,671.10
10423.2 · Boat Storage	2,690.00
Total 10423 · STORAGE	8,361.10
10424 · ADMINISTRATIVE FEES	324.61
10425 · MARINE SERVICES	
10425.1 · Travellift	3,870.00
10425.2 · 12 K Telehandler	73.50
10425.3 · Other Sales & Fees	5,169.24
10425.4 · Public Hoist	108.70
Total 10425 · MARINE SERVICES	9,221.44
10426 · EVENTS ON PORT PROPERTY	156.00
10421 · MARINA - Other	30.00
Total 10421 · MARINA	60,119.08
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	61,583.73
10427.2 · Other Sales & Fees	5,704.59
Total 10427 · BEACHFRONT RV PARK	67,288.32
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	29,046.24
10428.2 · Docks	14,029.66
10428.3 · CPI and Other Fees	3,344.66
Total 10428 · COMMERCIAL RETAIL	46,420.56
10429 · FUEL DOCK	85,560.77
Total 402 · GENERAL FUND PROGRAM REVENUES	259,388.73
420 · USDA REVENUE BOND FUND	
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	10,843.00
430 · DEBT SERVICE FUND REVENUE	
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	31,958.71

Port of Brookings Harbor  
Profit & Loss  
August 2023

	Aug 23
440 · CAPITAL PROJECTS FUND REVENUE	
40416 · Government Funding	
40416.1 · Grant Funding	115,733.38
Total 40416 · Government Funding	115,733.38
Total 440 · CAPITAL PROJECTS FUND REVENUE	115,733.38
450 · RESERVE FUND REVENUE	
50419 · Transfer to Reserve Fund	2,000.00
Total 450 · RESERVE FUND REVENUE	2,000.00
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
Total 400 · REVENUES	433,790.06
Total Income	433,790.06
Gross Profit	433,790.06
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	49,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	28,350.87
10504 · Operations Staff	15,722.46
10506 · Overtime	656.78
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	0.00
10508.2 · Sick Leave Benefit	865.77
10508.3 · Vacation	2,513.54
10508.4 · Payroll Taxes	4,986.18
10508.5 · SEP Retirement	3,924.74
Total 10508 · Payroll Taxes/Costs/Benefits	12,290.23
10510 · Health Care and Dental	9,636.96
10512 · Workers Compensation	873.49
Total 500 · PERSONNEL SERVICES	67,530.79
601 · GENERAL FUND Material & Service	
10601 · ADVERTISING & NOTIFICATIONS	611.31
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	2,104.18
10602.2 · Supplies	12,677.52
10602.3 · Services	9,568.59
Total 10602 · REPAIRS & MAINTENANCE	24,350.29
10603 · FUEL purchased for resale	112,386.96
10605 · UTILITIES	
10605.1 · Electric	8,175.53
10605.3 · Sanitary	5,174.73
10605.5 · Telecommunications	1,039.36
10605.6 · Waste Removal	6,906.80
10605.7 · Water	2,667.99
Total 10605 · UTILITIES	23,964.41
10606 · OFFICE EXPENSE	1,074.06
10607 · BANK SERVICE & FINANCE FEES	5,752.50
10609 · PERMITS, LICENSES, TAXES & MISC	992.33
10610 · INSURANCE; PROP & CAS, BOND	11,681.75

**Port of Brookings Harbor**  
**Profit & Loss**  
 August 2023

	Aug 23
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	9,145.50
10611.4 · Other Support/Consultant	3,096.60
Total 10611 · PROFESSIONAL FEES	12,242.10
Total 601 · GENERAL FUND Material & Service	193,055.71
Total 600 · GENERAL FUND EXPENDITURES	310,198.08
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.2 · Supplies	8.38
40702.4 · FEMA- Dredging PW 189	233,427.56
40702.5 · FEMA- Dredging PW 190 (Admin)	4,276.41
40702.6 · EPA- Wastewater Treatment Plant	10,104.50
40702.7 · Hazard Mitigation-Paving/Drains	1,297.50
40702.8 · Business Oregon- Dredging	77,792.51
40702.9 · Business Oregon- HMGP	432.50
Total 40702 · Land Improvement - Capt Proj	327,339.36
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	327,339.36
Total 640 · CAPT. PROJ. EXPENDITURES	327,339.36
Total Expense	637,537.44
Net Income	-203,747.38

**Port of Brookings Harbor  
Profit & Loss General Fund  
August 2023**

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09/07/23  
Cash Basis

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
Income						
400 - REVENUES						
402 - GENERAL FUND PROGRAM REVENUES						
10421 - MARINA						
10421.2 - MOORAGE						
10421.3 - Commercial Slip Rent	0.00	0.00	0.00	8,230.48	8,230.48	8,230.48
10421.4 - Recreational Slip Rent	0.00	0.00	0.00	33,134.95	33,134.95	33,134.95
10421.5 - Transient	0.00	0.00	1,224.00	-1,276.50	-52.50	-52.50
10421.6 - Other Moorage	0.00	0.00	0.00	448.00	448.00	448.00
Total 10421.2 - MOORAGE	0.00	0.00	1,224.00	40,536.93	41,760.93	41,760.93
10422 - Boat Launch						
10423 - STORAGE						
10423.1 - Gear Storage	0.00	0.00	0.00	175.00	175.00	175.00
10423.2 - Boat Storage	0.00	0.00	0.00	5,671.10	5,671.10	5,671.10
Total 10423 - STORAGE	0.00	0.00	0.00	2,690.00	2,690.00	2,690.00
10424 - ADMINISTRATIVE FEES						
10425 - MARINE SERVICES						
10425.1 - Travellift	0.00	31.60	0.00	293.01	324.61	324.61
10425.2 - 12 K Telehandler	0.00	0.00	0.00	3,870.00	3,870.00	3,870.00
10425.3 - Other Sales & Fees	0.00	129.39	0.00	73.50	73.50	73.50
10425.4 - Public Hoist	0.00	0.00	0.00	5,039.85	5,039.85	5,169.24
Total 10425 - MARINE SERVICES	0.00	129.39	0.00	108.70	108.70	108.70
10426 - EVENTS ON PORT PROPERTY						
Total 10426 - MARINA	0.00	160.99	1,224.00	58,614.09	59,999.08	59,999.08
10427 - BEACHFRONT RV PARK						
10427.1 - Space Rental	61,583.73	0.00	0.00	0.00	61,583.73	61,583.73
10427.2 - Other Sales & Fees	5,704.59	0.00	0.00	0.00	5,704.59	5,704.59
Total 10427 - BEACHFRONT RV PARK	67,288.32	0.00	0.00	0.00	67,288.32	67,288.32
10428 - COMMERCIAL RETAIL						
10428.1 - Retail Property	0.00	29,046.24	0.00	0.00	29,046.24	29,046.24
10428.2 - Docks	0.00	14,029.66	0.00	0.00	14,029.66	14,029.66
10428.3 - CPI and Other Fees	0.00	3,344.66	0.00	0.00	3,344.66	3,344.66
Total 10428 - COMMERCIAL RETAIL	0.00	46,420.56	0.00	0.00	46,420.56	46,420.56
10429 - FUEL DOCK						
Total 402 - GENERAL FUND PROGRAM REVENUES	67,288.32	46,581.55	85,560.77	58,614.09	259,268.73	259,268.73
Total 400 - REVENUES	67,288.32	46,581.55	86,784.77	58,614.09	259,268.73	259,268.73
Total Income	67,288.32	46,581.55	86,784.77	58,614.09	259,268.73	259,268.73
Gross Profit	67,288.32	46,581.55	86,784.77	58,614.09	259,268.73	259,268.73
Expense						
600 - GENERAL FUND EXPENDITURES						

# Port of Brookings Harbor Profit & Loss General Fund

August 2023

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
500 - PERSONNEL SERVICES						
10508 · Payroll Taxes/Costs/Benefits						
10508.5 · SEP Retirement	732.94	907.50	907.49	1,376.81	3,924.74	3,924.74
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>732.94</b>	<b>907.50</b>	<b>907.49</b>	<b>1,376.81</b>	<b>3,924.74</b>	<b>3,924.74</b>
10510 · Health Care and Dental	2,409.24	2,409.24	2,409.24	2,409.24	9,636.96	9,636.96
10512 · Workers Compensation	218.37	218.37	218.37	218.38	873.49	873.49
<b>Total 500 · PERSONNEL SERVICES</b>	<b>3,360.55</b>	<b>3,535.11</b>	<b>3,535.10</b>	<b>4,004.43</b>	<b>14,435.19</b>	<b>14,435.19</b>
601 - GENERAL FUND Material & Service						
10601 · ADVERTISING & NOTIFICATIONS	152.83	152.81	152.83	152.84	611.31	611.31
10602 · REPAIRS & MAINTENANCE						
10602.1 · Equip. Repair/Maintenance	160.00	160.00	160.00	1,624.18	2,104.18	2,104.18
10602.2 · Supplies	4,628.36	2,701.79	10.99	5,215.30	12,556.44	12,556.44
10602.3 · Services	1,057.90	2,147.29	316.00	6,047.40	9,568.59	9,568.59
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>5,846.26</b>	<b>5,009.08</b>	<b>486.99</b>	<b>12,886.88</b>	<b>24,229.21</b>	<b>24,229.21</b>
10603 · FUEL purchased for resale	0.00	0.00	112,386.96	0.00	112,386.96	112,386.96
10605 · UTILITIES						
10605.1 · Electric	2,693.33	360.48	53.64	5,068.08	8,175.53	8,175.53
10605.3 · Sanitary	1,390.50	1,812.42	42.07	1,929.74	5,174.73	5,174.73
10605.5 · Telecommunications	306.42	91.97	137.52	503.45	1,039.36	1,039.36
10605.6 · Waste Removal	3,602.33	0.00	0.00	3,304.47	6,906.80	6,906.80
10605.7 · Water	516.80	370.35	26.00	1,754.84	2,667.99	2,667.99
<b>Total 10605 · UTILITIES</b>	<b>8,509.38</b>	<b>2,635.22</b>	<b>259.23</b>	<b>12,560.58</b>	<b>23,964.41</b>	<b>23,964.41</b>
10606 · OFFICE EXPENSE	489.19	248.99	248.96	310.88	1,298.02	1,298.02
10607 · BANK SERVICE & FINANCE FEES	3,313.07	0.00	873.71	1,565.72	5,752.50	5,752.50
10609 · PERMITS, LICENSES, TAXES & MISC	183.00	247.75	146.24	305.09	882.08	882.08
10610 · INSURANCE; PROP & CAS, BOND	979.60	2,222.67	176.00	8,303.48	11,681.75	11,681.75
10611 · PROFESSIONAL FEES						
10611.2 · Attorney	438.75	7,224.75	438.75	1,043.25	9,145.50	9,145.50
10611.4 · Other Support/Consultant	918.92	719.90	719.87	737.91	3,096.60	3,096.60
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>1,357.67</b>	<b>7,944.65</b>	<b>1,158.62</b>	<b>1,781.16</b>	<b>12,242.10</b>	<b>12,242.10</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>20,831.00</b>	<b>18,461.17</b>	<b>115,889.54</b>	<b>37,866.63</b>	<b>193,048.34</b>	<b>193,048.34</b>
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>24,191.55</b>	<b>21,996.28</b>	<b>119,424.64</b>	<b>41,871.06</b>	<b>207,483.53</b>	<b>207,483.53</b>
640 · CAPT. PROJ. EXPENDITURES						
740 · CAPT. PROJ. CAPITAL OUTLAY						
40702 · Land Improvement - Capt Proj						
40702.2 · Supplies	0.00	0.00	0.00	8.38	8.38	8.38
<b>Total 40702 · Land Improvement - Capt Proj</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.38</b>	<b>8.38</b>	<b>8.38</b>
<b>Total 740 · CAPT. PROJ. CAPITAL OUTLAY</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.38</b>	<b>8.38</b>	<b>8.38</b>
<b>Total 640 · CAPT. PROJ. EXPENDITURES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.38</b>	<b>8.38</b>	<b>8.38</b>
<b>Total Expense</b>	<b>24,191.55</b>	<b>21,996.28</b>	<b>119,424.64</b>	<b>41,879.44</b>	<b>207,491.91</b>	<b>207,491.91</b>

Port of Brookings Harbor  
**Profit & Loss General Fund**  
 August 2023

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 09/07/23  
 Cash Basis

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
Net Income	43,096.77	24,585.27	-32,639.87	16,734.65	51,776.82	51,776.82



**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2023 through June 2024**

	Jul '23 - Jun 24	Budget	% of Budget
<b>Income</b>			
<b>400 · REVENUES</b>			
<b>401 · GENERAL FUND REVENUES</b>			
10411 · Cash Carry Over	0.00	402,242.00	0.0%
10412 · Property Tax Current	801.48	270,000.00	0.3%
10413 · Property Tax Prior	9,082.90	10,000.00	90.8%
10414 · Interest General Fund	823.76	2,000.00	41.2%
10417 · Assets Sales	0.00	10,000.00	0.0%
10418 · Miscellaneous	0.00	50,000.00	0.0%
10419 · Transfer to General Fund	0.00	0.00	0.0%
10420 · Grants & Other Funding - GF	0.00	0.00	0.0%
<b>Total 401 · GENERAL FUND REVENUES</b>	<b>10,708.14</b>	<b>744,242.00</b>	<b>1.4%</b>
<b>402 · GENERAL FUND PROGRAM REVENUES</b>			
<b>10421 · MARINA</b>			
<b>10421.2 · MOORAGE</b>			
10421.3 · Commercial Slip Rent	22,659.01		
10421.4 · Recreational Slip Rent	75,890.51		
10421.5 · Transient	2,630.88		
10421.6 · Other Moorage	3,071.00		
10421.2 · MOORAGE - Other	195.00		
<b>Total 10421.2 · MOORAGE</b>	<b>104,446.40</b>		
10422 · Boat Launch	5,378.00		
<b>10423 · STORAGE</b>			
10423.1 · Gear Storage	11,280.20		
10423.2 · Boat Storage	8,790.00		
10423 · STORAGE - Other	40.00		
<b>Total 10423 · STORAGE</b>	<b>20,110.20</b>		
10424 · ADMINISTRATIVE FEES	1,161.14		
<b>10425 · MARINE SERVICES</b>			
10425.1 · Travelift	9,465.00		
10425.2 · 12 K Telehandler	1,807.50		
10425.3 · Other Sales & Fees	14,125.10		
10425.4 · Public Hoist	108.70		
<b>Total 10425 · MARINE SERVICES</b>	<b>25,506.30</b>		
10426 · EVENTS ON PORT PROPERTY	5,646.00		
10421 · MARINA - Other	30.00	750,000.00	0.0%
<b>Total 10421 · MARINA</b>	<b>162,278.04</b>	<b>750,000.00</b>	<b>21.6%</b>
<b>10427 · BEACHFRONT RV PARK</b>			
10427.1 · Space Rental	137,638.50		
10427.2 · Other Sales & Fees	14,031.84		
10427 · BEACHFRONT RV PARK - Other	0.00	750,000.00	0.0%
<b>Total 10427 · BEACHFRONT RV PARK</b>	<b>151,670.34</b>	<b>750,000.00</b>	<b>20.2%</b>
<b>10428 · COMMERCIAL RETAIL</b>			
10428.1 · Retail Property	77,203.97		
10428.2 · Docks	29,097.66		
10428.3 · CPI and Other Fees	8,328.87		
10428 · COMMERCIAL RETAIL - Other	0.00	590,000.00	0.0%
<b>Total 10428 · COMMERCIAL RETAIL</b>	<b>114,630.50</b>	<b>590,000.00</b>	<b>19.4%</b>
10429 · FUEL DOCK	206,882.07	1,000,000.00	20.7%
10430 · Landing Fees	0.00	50,000.00	0.0%
<b>Total 402 · GENERAL FUND PROGRAM REVENUES</b>	<b>635,460.95</b>	<b>3,140,000.00</b>	<b>20.2%</b>

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2023 through June 2024**

	Jul '23 - Jun 24	Budget	% of Budget
<b>420 · USDA REVENUE BOND FUND</b>			
20411 · Cash Carry Over - USDA Revenue	0.00	103,660.00	0.0%
20414 · Interest Revenue Bond Fund	390.68	800.00	48.8%
20419 · Transfer to USDA Bond Fund	21,686.00	130,120.00	16.7%
<b>Total 420 · USDA REVENUE BOND FUND</b>	<b>22,076.68</b>	<b>234,580.00</b>	<b>9.4%</b>
<b>430 · DEBT SERVICE FUND REVENUE</b>			
30411 · Cash Carry Over - Debt Service	0.00	23,700.00	0.0%
30414 · Interest Debt Service Fund	179.25	616.00	29.1%
30419 · Transfer to Debt Service Fund	63,917.42	486,213.00	13.1%
<b>Total 430 · DEBT SERVICE FUND REVENUE</b>	<b>64,096.67</b>	<b>510,529.00</b>	<b>12.6%</b>
<b>440 · CAPITAL PROJECTS FUND REVENUE</b>			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.1 · Grant Funding	115,733.38		
40416.2 · FEMA Funding	0.00	0.00	0.0%
40416.4 · FEMA- Dredging PW 189	0.00	1,835,304.00	0.0%
40416.5 · FEMA- Dredging PW 190 (Admin)	0.00	139,230.00	0.0%
40416.6 · EPA- Wastewater Treatment Plant	0.00	3,500,000.00	0.0%
40416.7 · Hazard Mitigation-Paving/Drains	0.00	1,200,000.00	0.0%
40416.8 · Business Oregon Match-Dredging	0.00	500,000.00	0.0%
40416.9 · Business Oregon Match-HMGP	0.00	500,000.00	0.0%
<b>Total 40416 · Government Funding</b>	<b>115,733.38</b>	<b>7,674,534.00</b>	<b>1.5%</b>
40419 · Transfer to Capital Project	0.00	0.00	0.0%
<b>Total 440 · CAPITAL PROJECTS FUND REVENUE</b>	<b>115,733.38</b>	<b>7,677,034.00</b>	<b>1.5%</b>
<b>450 · RESERVE FUND REVENUE</b>			
50411 · Cash Carry Over - Reserve Fund	0.00	400,236.00	0.0%
50414 · Interest Reserve Fund	1,208.49	2,000.00	60.4%
50419 · Transfer to Reserve Fund	4,000.00	24,000.00	16.7%
50430 · Landing Fees	0.00	50,000.00	0.0%
<b>Total 450 · RESERVE FUND REVENUE</b>	<b>5,208.49</b>	<b>476,236.00</b>	<b>1.1%</b>
<b>460 · DEBT SERV. RV PARK IMPROV. FUND</b>			
60419 · Transfer OR FFC 2020 Debt Serv.	9,619.74	57,718.00	16.7%
<b>Total 460 · DEBT SERV. RV PARK IMPROV. FUND</b>	<b>9,619.74</b>	<b>57,718.00</b>	<b>16.7%</b>
<b>470 · PORT CONSTRUCTION FUND REVENUE</b>			
70411 · Cash Carry Over - Port Const.	0.00	2,500.00	0.0%
70414 · Interest Port Construction Fund	10.35	0.00	100.0%
70419 · Transfers to Port Const. Fund	0.00	50,000.00	0.0%
<b>Total 470 · PORT CONSTRUCTION FUND REVENUE</b>	<b>10.35</b>	<b>52,500.00</b>	<b>0.0%</b>
<b>Total 400 · REVENUES</b>	<b>862,914.40</b>	<b>12,892,839.00</b>	<b>6.7%</b>
<b>Total Income</b>	<b>862,914.40</b>	<b>12,892,839.00</b>	<b>6.7%</b>
<b>Gross Profit</b>	<b>862,914.40</b>	<b>12,892,839.00</b>	<b>6.7%</b>
<b>Expense</b>			
<b>600 · GENERAL FUND EXPENDITURES</b>			
10900 · Operating Transfers Out General	99,223.16	658,051.00	15.1%
<b>500 · PERSONNEL SERVICES</b>			
10502 · Office Staff	55,331.00	292,398.00	18.9%
10504 · Operations Staff	30,996.95	271,653.00	11.4%
10506 · Overtime	2,626.69	11,475.00	22.9%

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2023 through June 2024**

	Jul '23 - Jun 24	Budget	% of Budget
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	2,391.32		
10508.2 · Sick Leave Benefit	1,329.70		
10508.3 · Vacation	5,271.65		
10508.4 · Payroll Taxes	10,354.42		
10508.5 · SEP Retirement	7,888.35	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	185,338.00	0.0%
<b>Total 10508 · Payroll Taxes/Costs/Benefits</b>	<b>27,235.44</b>	<b>185,338.00</b>	<b>14.7%</b>
10510 · Health Care and Dental	17,174.11	130,000.00	13.2%
10512 · Workers Compensation	873.49	15,000.00	5.8%
<b>Total 500 · PERSONNEL SERVICES</b>	<b>134,237.68</b>	<b>905,864.00</b>	<b>14.8%</b>
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	611.31	5,476.00	11.2%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	7,354.18		
10602.2 · Supplies	28,371.40		
10602.3 · Services	14,671.63		
10602 · REPAIRS & MAINTENANCE - Other	0.00	368,078.00	0.0%
<b>Total 10602 · REPAIRS &amp; MAINTENANCE</b>	<b>50,397.21</b>	<b>368,078.00</b>	<b>13.7%</b>
10603 · FUEL purchased for resale	182,334.50	800,000.00	22.8%
10605 · UTILITIES			
10605.1 · Electric	8,175.53		
10605.3 · Sanitary	9,266.57		
10605.5 · Telecommunications	2,852.97		
10605.6 · Waste Removal	23,939.17		
10605.7 · Water	4,849.03		
10605 · UTILITIES - Other	0.00	310,001.00	0.0%
<b>Total 10605 · UTILITIES</b>	<b>49,083.27</b>	<b>310,001.00</b>	<b>15.8%</b>
10606 · OFFICE EXPENSE	2,702.95	41,000.00	6.6%
10607 · BANK SERVICE & FINANCE FEES	12,266.46	60,000.00	20.4%
10608 · TRAINING & TRAVEL	525.00	10,000.00	5.3%
10609 · PERMITS, LICENSES, TAXES & MISC	4,972.11	80,392.00	6.2%
10610 · INSURANCE; PROP & CAS, BOND	25,787.27	129,999.00	19.8%
10611 · PROFESSIONAL FEES			
10611.2 · Attorney	21,503.00		
10611.4 · Other Support/Consultant	4,230.87		
10611 · PROFESSIONAL FEES - Other	0.00	235,000.00	0.0%
<b>Total 10611 · PROFESSIONAL FEES</b>	<b>25,733.87</b>	<b>235,000.00</b>	<b>11.0%</b>
<b>Total 601 · GENERAL FUND Material &amp; Service</b>	<b>354,413.95</b>	<b>2,039,946.00</b>	<b>17.4%</b>
710 · GENERAL FUND CAPITAL OUTLAY	0.00	0.00	0.0%
920 · OPERATING CONTINGENCY	0.00	255,382.00	0.0%
<b>Total 600 · GENERAL FUND EXPENDITURES</b>	<b>587,874.79</b>	<b>3,859,243.00</b>	<b>15.2%</b>
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	0.00	42,010.00	0.0%
620 · USDA REVENUE BOND EXPENDITURES - Ot...	0.00	88,110.00	0.0%
<b>Total 620 · USDA REVENUE BOND EXPENDITURES</b>	<b>0.00</b>	<b>130,120.00</b>	<b>0.0%</b>
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL	0.00	310,000.00	0.0%

**Port of Brookings Harbor**  
**Profit & Loss Budget Performance**  
**July 2023 through June 2024**

	Jul '23 - Jun 24	Budget	% of Budget
<b>801 · Principal</b>			
30803P · 50 BFMII Travelift Principal	4,574.53	18,424.00	24.8%
30804P · 2018 Genie Forklift Principal	1,325.78	16,333.00	8.1%
30806P · Land Sale Assests, Pay IFA Debt	0.00	140,000.00	0.0%
<b>Total 801 · Principal</b>	<b>5,900.31</b>	<b>174,757.00</b>	<b>3.4%</b>
<b>810 · Interest Payments</b>			
30813I · 50 BFMII Travelift Interest	84.47	212.00	39.8%
30814I · 2018 Genie Forklift Interest	138.93	1,243.00	11.2%
<b>Total 810 · Interest Payments</b>	<b>223.40</b>	<b>1,455.00</b>	<b>15.4%</b>
<b>Total 630 · DEBT SERVICE FUND EXPENDITURES</b>	<b>6,123.71</b>	<b>486,212.00</b>	<b>1.3%</b>
<b>640 · CAPT. PROJ. EXPENDITURES</b>			
<b>740 · CAPT. PROJ. CAPITAL OUTLAY</b>			
40702 · Land Improvement - Capt Proj			
40702.2 · Supplies	8.38		
40702.4 · FEMA- Dredging PW 189	318,221.29	1,835,304.00	17.3%
40702.5 · FEMA- Dredging PW 190 (Admin)	4,276.41	139,230.00	3.1%
40702.6 · EPA- Wastewater Treatment Plant	43,357.50	3,500,000.00	1.2%
40702.7 · Hazard Mitigation-Paving/Drains	3,817.50	1,200,000.00	0.3%
40702.8 · Business Oregon- Dredging	106,057.09	500,000.00	21.2%
40702.9 · Business Oregon- HMGP	1,272.50	500,000.00	0.3%
40702 · Land Improvement - Capt Proj - Other	0.00	0.00	0.0%
<b>Total 40702 · Land Improvement - Capt Proj</b>	<b>477,010.67</b>	<b>7,674,534.00</b>	<b>6.2%</b>
<b>Total 740 · CAPT. PROJ. CAPITAL OUTLAY</b>	<b>477,010.67</b>	<b>7,674,534.00</b>	<b>6.2%</b>
<b>Total 640 · CAPT. PROJ. EXPENDITURES</b>	<b>477,010.67</b>	<b>7,674,534.00</b>	<b>6.2%</b>
<b>650 · RESERVE FUND EXPENDITURES</b>			
50100 · RESERVE FUND CAPITAL OUTLAY	0.00	0.00	0.0%
50200 · RESERVE for FUTURE EXPENDITURE	0.00	476,236.00	0.0%
<b>Total 650 · RESERVE FUND EXPENDITURES</b>	<b>0.00</b>	<b>476,236.00</b>	<b>0.0%</b>
<b>660 · DEBT SERV. RV PARK EXPENDITURES</b>			
60806P · RV Park Improv. Loan Principal	3,369.83	41,085.00	8.2%
60815I · RV Park Improv. Loan Interest	1,440.04	16,633.00	8.7%
<b>Total 660 · DEBT SERV. RV PARK EXPENDITURES</b>	<b>4,809.87</b>	<b>57,718.00</b>	<b>8.3%</b>
<b>670 · PORT CONST FUND EXPENDITURES</b>			
70100 · PORT CONST. CAPITAL OUTLAY	0.00	50,000.00	0.0%
<b>Total 670 · PORT CONST FUND EXPENDITURES</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.0%</b>
<b>930 · Fund Balances</b>			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	104,460.00	0.0%
30930 · Unappropriated Balance Debt	0.00	24,316.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	0.00	0.0%
70930 · Unappropriated Balance Port Con	0.00	2,500.00	0.0%
<b>Total 930 · Fund Balances</b>	<b>0.00</b>	<b>158,776.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>1,075,819.04</b>	<b>12,892,839.00</b>	<b>8.3%</b>
<b>Net Income</b>	<b>-212,904.64</b>	<b>0.00</b>	<b>100.0%</b>

Port of Brookings Harbor  
Check Registers  
As of August 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
<b>100 - UNRESTRICTED CASH &amp; EQUIVALENTS</b>						
<b>101 - GENERAL FUND CHECKING &amp; LGIP</b>						
10103 - General Funds Ckg Umpqua 3634						
Bill Pmt-Check	ACH DEBIT	08/05/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt-Check	ACH DEBIT	08/04/2023	Spectrum Business 8752 19 060 0251369	Internet & Voice for Port Shop Offices 07/17/23 - 08/16/23		132.97
Bill Pmt-Check	ACH DEBIT	08/06/2023	Spectrum Business 8752 19 060 0247029	Internet & Voice for Port Meeting Room 07/19/23 - 08/18/23		124.98
Bill Pmt-Check	ACH DEBIT	08/16/2023	Ziply Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		45.55
Bill Pmt-Check	ACH DEBIT	08/02/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		6,906.80
Sales Tax Pay...	ACH DEBIT	08/02/2023	Oregon Lodging Tax	BIN: 0294055-3 (2nd QTR 2023 Lodging Taxes)		2,700.84
Bill Pmt-Check	ACH DEBIT	08/21/2023	Ziply Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		84.43
Check	ACH DEBIT	08/04/2023	ADP	Advice of Debit 638733322 Payroll Date: 7/26/2023		287.66
Bill Pmt-Check	ACH DEBIT	08/08/2023	Four Aces Security Solutions LLC	JULY 2023 - 62 Hours Security Patrol - 33.33%Marina, 33.33%Beachfront RV Park, 33.33%Commercial...		2,873.70
Bill Pmt-Check	ACH DEBIT	08/07/2023	Miller Nash LLP	Legal Services		9,145.50
Bill Pmt-Check	ACH DEBIT	08/21/2023	Spectrum Business 8752 19 060 0226494	Internet for Port Office 08/01/2023 - 08/31/2023		109.98
Bill Pmt-Check	ACH DEBIT	08/09/2023	Amazon Capital Services	Business Account #AZVUC5YWS42764 - Supplies/Materials		1,080.50
Bill Pmt-Check	ACH DEBIT	08/08/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		11,924.67
Bill Pmt-Check	ACH DEBIT	08/18/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		411.46
Check	ACH DEBIT	08/18/2023	ADP	Advice of Debit 639742250 Payroll Date: 8/9/2023		158.11
Bill Pmt-Check	ACH DEBIT	08/11/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		37,663.83
Bill Pmt-Check	ACH DEBIT	08/28/2023	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		129.99
Bill Pmt-Check	ACH DEBIT	08/15/2023	Chevron Business Card	Account #: 0496007075668 Fuel Purchases for Port Vehicles/Equipment		939.18
Check	ACH DEBIT	08/25/2023	ADP	Advice of Debit 640457703 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Bill Pmt-Check	ACH DEBIT	08/21/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		26,628.15
Bill Pmt-Check	ACH DEBIT	08/25/2023	Intuit	8744861 Quickbooks Service Plan (Aug 2023 - Aug 2024)		2,249.99
Bill Pmt-Check	ACH DEBIT	08/24/2023	Quill Corporation	ACCT#1932158 Office Supplies		111.98
Bill Pmt-Check	ACH DEBIT	08/25/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		36,170.31
Bill Pmt-Check	ATM DEBIT	08/01/2023	Microsoft	Office 365 Home Annual Subscription for Travis's Computer		99.99
Bill Pmt-Check	ATM DEBIT	08/01/2023	Rentprep Enterprise/Fidelis Screening	3-Background checks for new moorage customer		59.85
Bill Pmt-Check	ATM DEBIT	08/07/2023	WATERFRONT BRANDS / HYPOWER	COMPLETE RV POWER PEDESTAL		1,152.25
Bill Pmt-Check	ATM DEBIT	08/08/2023	Firefly Reservations	Beachfront RV Park reservation system		281.50
Bill Pmt-Check	ATM DEBIT	08/09/2023	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Bill Pmt-Check	ATM DEBIT	08/11/2023	WEEBLY-CHARGE.COM	GOOGLE WORKSPACE DOMAIN - 2 YEAR SUBSCRIPTION - 8/11/23 to 8/10/25		51.52
Bill Pmt-Check	ATM DEBIT	08/17/2023	Harrington Industrial Plastics	O-RINGS FOR SLUGS & STONES SEPTIC SYSTEM		525.51
Bill Pmt-Check	ATM DEBIT	08/21/2023	Sonsray Machinery LLC	FILTERS AND GREASE FOR EQ 3715		334.30
Bill Pmt-Check	ATM DEBIT	08/21/2023	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		873.49
Bill Pmt-Check	ATM DEBIT	08/21/2023	SAIF (workers' compensation provider)	Workers' Compensation Policy (Jul 1-Jul 31, 23)		224.00
Bill Pmt-Check	ATM DEBIT	08/22/2023	Workamper News Inc.	Run Camp Host Ad for 1 Month		15.99
Bill Pmt-Check	ATM DEBIT	08/23/2023	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		835.10
Bill Pmt-Check	ATM DEBIT	08/28/2023	Home Depot	DRAINAGE MATERIAL FOR CRAB POT STORAGE AREA		17.99
Bill Pmt-Check	ATM DEBIT	08/26/2023	SimpliSafe	Support for Port Office Alarm System SUPPORT AUGUST 2022		163.80
Check	DEBIT	08/02/2023	Elavon	JULY 2023 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		873.71
Check	DEBIT	08/02/2023	Elavon	JULY 2023 MERCHANT SERVICE FEE ACCT#951 Fuel Dock		1,401.92
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		153.65
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		365.44
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		160.07
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		162.73
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		166.16
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		61.45
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		216.22
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		227.30
Check	DEBIT	08/09/2023	Edward Jones	Employer Contribution 8/9/2023		240.00
Check	DEBIT	08/09/2023	TD Ameritrade	Employer Contribution 8/9/2023		202.05
Check	DEBIT	08/25/2023	TD Ameritrade	Employer Contribution 8/23/2023		206.27
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		240.00
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		242.00

Port of Brookings Harbor  
Check Registers  
As of August 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		213.25
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		63.44
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		156.98
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		165.99
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		160.11
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		365.44
Check	DEBIT	08/25/2023	Edward Jones	Employer Contribution 8/23/2023		156.19
General Journal	DEBT 08/10	08/10/2023		Transfer to Debt Service Fund for Travelift Payment		4,659.00
General Journal	DEBT 08/10	08/10/2023		Transfer to Debt Service Fund for Fork Lift Payment		1,464.71
General Journal	DEBT 08/10	08/10/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		4,809.87
General Journal	IFA 08/10	08/10/2023		Transfer to IFA Debt Service for 2nd QTR 2023 Pmt		25,835.00
General Journal	RES 08/10	08/10/2023		Transfer to Reserve Fund		2,000.00
General Journal	USDA 08/10	08/10/2023		To transfer to USDA Revenue Bond Fund for November 2022 Payment		10,843.00
General Journal	CP 8/22/23	08/22/2023		Transfer to pay International Wire-Out Fee (PW189)	9,501.77	50.00
General Journal	CP 8/24/23	08/24/2023		Transfer from LGIP to Umpqua to pay 3 invoices for Capital Projects		9,501.77
General Journal	CP 8/24/23	08/24/2023		Transfer from Umpqua GF to CP for HMGP Boatyard (EMC)		420.00
General Journal	CP 8/24/23	08/24/2023		Transfer from Umpqua GF to CP for HMGP Commercial Area (EMC)		280.00
General Journal	CP 8/24/23	08/24/2023		Transfer to purchase flatbed trailer for FEIMA PW 189 Dredging project		9,005.00
General Journal	CP 8/4/23	08/04/2023		Transfer to pay Tidewater FEIMA Project Blocks		27,200.00
General Journal	CP 8/4/23	08/04/2023		Transfer to pay professional fees Miller Nash, PW 190		3,861.00
General Journal	CP 8/4/23	08/04/2023		Transfer to pay for office supplies, Quill PW 190		383.64
General Journal	CP 8/4/23	08/04/2023		Transfer to pay EMC 91009-2321 (EPA - WWTP)		4,044.50
General Journal	CP 8/4/23	08/04/2023		Transfer to pay EMC 91009-2320 (FEIMA PW 189)		4,330.00
General Journal	PAY 8/23/23	08/22/2023		Rec 8/23/2023 Payroll		1,030.00
General Journal	PAY 8/9/23	08/09/2023		Rec 8/9/2023 Payroll		18,664.11
General Journal	TAX 8/23/23	08/22/2023		Rec 8/23/2023 Payroll	79,842.98	7,879.83
General Journal	TAX 8/9/23	08/09/2023		Rec 8/9/2023 Payroll	49,854.14	7,867.97
General Journal	Final PW162	08/15/2023		Final Progress Payment for DR4432 - PW162		79,842.98
General Journal	Final PW162	08/15/2023		Final Progress Payment for DR4432 - PW162		52.65
General Journal	GF 8/7/2023	08/07/2023		Transfer to pay for FEIMA supplies and equipment purchases		12,603.92
Check	11583	08/01/2023	Wulff, Philip	Refund for cancellation of RV site 79		214.40
Sales Tax Pay...	11585	08/02/2023	Curry County TLT	Curry County Lodging Tax - 2nd QTR 2023		101.50
Bill Pmt -Check	11586	08/07/2023	Quill Corporation	ACCT#1932158 Office Supplies		5,177.50
Bill Pmt -Check	11587	08/07/2023	Curry County Clerk Recording Division	Recording Fees for Lease with Brookings Real Estate LLC		89.91
Bill Pmt -Check	11588	08/07/2023	5-R Excavation, LLC	CCB: 155657		147.00
Bill Pmt -Check	11589	08/09/2023	BI-MART	Account #931481 Water & Supplies		300.00
Bill Pmt -Check	11590	08/09/2023	Boardwalk Mail Service	Mailbox Renewal Notice Term: 8/10/23 - 8/10/24		8,175.53
Bill Pmt -Check	11591	08/09/2023	Boat Shop & More LLC	TRUCK RENTAL		78.99
Bill Pmt -Check	11592	08/09/2023	Coos-Curry Electric Cooperative, Inc.	ACCT # 67601 Electrical Service		151.28
Bill Pmt -Check	11593	08/09/2023	Curry Equipment	Account#1052 Equip Repair & Maint. Supplies		96.93
Bill Pmt -Check	11594	08/09/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		550.00
Bill Pmt -Check	11595	08/09/2023	Del-Cur Supply Co-op	Customer No. 38700 Hardware & Other Supplies		611.31
Bill Pmt -Check	11596	08/09/2023	Desi's Tree Trimming	Chipped and removed brush cleared from Boat Yard bank		28.00
Bill Pmt -Check	11597	08/09/2023	Country Media, Inc.	CUST# 38747 Curry Coastal Pilot Notices		114.00
Bill Pmt -Check	11598	08/09/2023	Freeman Rock, Inc.	DUMP BRUSH		5,174.73
Bill Pmt -Check	11599	08/09/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		2,667.99
Bill Pmt -Check	11600	08/09/2023	Harbor Sanitary District	JULY 2023 Sanitary Bill		80.00
Bill Pmt -Check	11601	08/09/2023	Harbor Water District P.U.D.	06/20/2023 - 07/20/2023 SERVICE/WATER BILL		46.50
Bill Pmt -Check	11602	08/09/2023	John Kellum/John's Portable Welding	7/17/23 - Grind and weld square tubing on hoist at steel wall.		557.61
Bill Pmt -Check	11603	08/09/2023	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		11,681.75
Bill Pmt -Check	11604	08/09/2023	Pape Material Handling	Customer No. 1070715 Equipment Maintenance & Repair		9,681.66
Bill Pmt -Check	11605	08/09/2023	SDAO Spec. Dist. Assoc. OR - Healthcare	Customer #: 03-0016414 - HEALTHCARE PREMIUM		11,681.75
Bill Pmt -Check	11606	08/09/2023	SDAO Spec. Dist. Assoc. OR - Prop & C...	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		517.93
Bill Pmt -Check	11607	08/24/2023	Englund Marine Supply Co.	Bottom Paint and Anodes		

Port of Brookings Harbor  
Check Registers  
As of August 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt-Check	11608	08/24/2023	Frank's Heating & Refrigeration	DIAGNOSTICS FOR WHALE'S TAIL HVAC		573.25
Bill Pmt-Check	11609	08/24/2023	Freeman Rock, Inc.	BACKFILL FOR LAUNCH RAMP SEWER SYSTEM		1,185.75
Bill Pmt-Check	11610	08/24/2023	Brookings Glass, Inc.	REPLACE WINDSHIELD EQ 1112		640.00
Bill Pmt-Check	11611	08/24/2023	Fastenal Industrial Supplies	Customer No. ORBRK0013 Toiletries & Supplies		5,947.96
Bill Pmt-Check	11612	08/24/2023	Gowman Electric, Inc.	CCB: 198999 Electrical Repair		129.39
Bill Pmt-Check	11613	08/24/2023	Grainger	ACCT# 822663001		162.11
Bill Pmt-Check	11614	08/24/2023	NAPA Auto Part	ACCT#60285 Vehicle/Equip Maint. & Supplies		41.58
Bill Pmt-Check	11615	08/24/2023	Pump Pipe & Tank Services, LLC	Replace Fuel Filters		316.00
Total 10103 - General Funds Ckg Umpqua 3634						
Total 101 - GENERAL FUND CHECKING & LGIP						
10101 - Petty Cash						
Total 10101 - Petty Cash						
Total 100 - UNRESTRICTED CASH & EQUIVALENTS						
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						
General Journal DEBT 08/10 08/10/2023						
Total 60104 - OR FFC 2020 Debt Service						
Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment						
4,809.87						
4,809.87						
0.00						
30104 - Debt Service Umpqua MM 8627 - Other						
General Journal DEBT 08/10 08/10/2023						
General Journal DEBT 08/10 08/10/2023						
Total 30104 - Debt Service Umpqua MM 8627 - Other						
10,933.58						
10,933.58						
0.00						
40104 - Capital Projects Umpqua 8018						
40104.1 - Government Funds						
DRP120 Dredge for PW 189, 50% Down Payment						
Progress PMT # 2, EPA Reimbursement WWTP						
Progress PMT # 2, EPA Reimbursement WWTP						
Transfer from LGIP CP to Umpqua CP to pay 50% of dredge (Dragflow)						
Transfer from Umpqua GF to Umpqua CP to pay 3 invoices for Capital Projects						
Transfer to purchase flatbed trailer for FEMA PW 189 Dredging project						
Transfer to pay Tidewater FEMA Project Blocks						
Transfer to pay professional fees Miller Nash, PW 190						
Transfer to pay for office supplies, Quill PW 190						
Transfer to pay EMC 91009-2321 (EPA - WWTP)						
Transfer to pay EMC 91009-2320 (FEMA PW 189)						
Transfer to pay EMC 91009-2322 (HMGFP)						
Transfer to pay American Generators (PW 189)						
Flatbed Trailer 14,000 # GVWR						
5,062 lb concrete block (FEMA PW 189)						
Professional Fees Through June 30, 2023 - Construction Projects (PW190)						
Binder, Paper, Tabs, Ink (PW 190) Office Supplies						
Engineering and Permitting, July 2023 (EPA - WWTP)						
43.3 Engineering Hrs for Dredging Project, July 2023 (FEMA PW 189)						
207,905.00						
35,890.40						
207,905.00						
9,501.77						
9,005.00						
27,200.00						
3,861.00						
383.64						
4,044.50						
4,330.00						
1,030.00						
24,547.49						
9,005.00						
27,200.00						
3,861.00						
383.64						
4,044.50						
4,330.00						

**Port of Brookings Harbor  
Check Registers  
As of August 31, 2023**

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	474	08/07/2023	EMC-Engineers/Scientists, LLC	10.3 Hrs Engineering, July 2023 (HMGP)		1,030.00
Check	0475	08/07/2023	Americas Generators, Inc	VOID: check did not pay all items on bill - replace with #0476	0.00	
Bill Pmt -Check	0476	08/07/2023	Americas Generators, Inc	Diesel Generator (PW 189) 25% due at time of order		24,547.49
Bill Pmt -Check	477	08/24/2023	Boardwalk Mail Service	Fed Ex shipment of payment to Core & Main for parts related to PW189 Dredging		31.77
Bill Pmt -Check	479	08/24/2023	EMC-Engineers/Scientists, LLC	Engineering and Permitting, Aug 2023 (EPA - WWTP)		6,060.00
Bill Pmt -Check	480	08/24/2023	EMC-Engineers/Scientists, LLC	33.7 Engineering Hrs for Dredging Project, Aug 2023 (FEIMA PW 189)		3,410.00
<b>Total 40104.1 - Government Funds</b>						
<b>40104 - Capital Projects Umpqua 8018 - Other</b>						
Check	DEBIT	08/21/2023	Umpqua Bank (Service fees)	International Wire-Out Fee (PW189)	50.00	
General Journal	CP 8/10/23	08/10/2023		Transfer to LCIP Capital Projects to gain interest until spent		265,227.42
General Journal	CP 8/22/23	08/22/2023		Transfer to pay International Wire-Out Fee (PW189)	50.00	
General Journal	CP 8/24/23	08/24/2023		Transfer from Umpqua GF to CP for HMGP Boatyard (EMC)	420.00	
General Journal	CP 8/24/23	08/24/2023		Transfer from Umpqua GF to CP for HMGP Commercial Area (EMC)	280.00	
Bill Pmt -Check	0477	08/07/2023	Core & Main	Pipe, Gaskets, Fusion Machine, Training (PW 189)		34,772.58
Bill Pmt -Check	481	08/24/2023	EMC-Engineers/Scientists, LLC	4.2 Hrs Engineering, Aug 2023 (HMGP - Boat Yard)		420.00
Bill Pmt -Check	482	08/24/2023	EMC-Engineers/Scientists, LLC	2.8 Hrs Engineering, Aug 2023 (HMGP - Commercial Area)		280.00
<b>Total 40104 - Capital Projects Umpqua 8018 - Other</b>						
					750.00	300,750.00
<b>Total 40104 - Capital Projects Umpqua 8018</b>					328,448.80	628,448.80
<b>Total 104 - RESTRICTED MONEY MKT &amp; CHECKING</b>					339,382.38	628,448.80
<b>Total 110 - RESTRICTED CASH &amp; EQUIVALENTS</b>					339,382.38	628,448.80
<b>TOTAL</b>					<b>478,581.27</b>	<b>1,090,603.79</b>



# Port of Brookings Harbor ACH and Debit Card Payments August 2023

Num	Date	Name	Account	Paid Amount
ACH DEBIT	08/02/2023	Curry Transfer & Recycling	10103 · General Funds Ckg Umpqua 3634	-6,906.80
ACH DEBIT	08/02/2023	Oregon Lodging Tax	10103 · General Funds Ckg Umpqua 3634	-2,700.84
ACH DEBIT	08/04/2023	Spectrum Business 8752 19 060 0251369	10103 · General Funds Ckg Umpqua 3634	-132.97
ACH DEBIT	08/04/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-287.66
ACH DEBIT	08/05/2023	US Bank Equipment Finance	10103 · General Funds Ckg Umpqua 3634	-223.20
ACH DEBIT	08/06/2023	Spectrum Business 8752 19 060 0247029	10103 · General Funds Ckg Umpqua 3634	-124.98
ACH DEBIT	08/07/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-9,145.50
ACH DEBIT	08/08/2023	Four Aces Security Solutions LLC	10103 · General Funds Ckg Umpqua 3634	-2,873.70
ACH DEBIT	08/08/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-11,924.67
ACH DEBIT	08/09/2023	Amazon Capital Services	10103 · General Funds Ckg Umpqua 3634	-1,080.50
ACH DEBIT	08/11/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-37,663.83
ACH DEBIT	08/16/2023	ZiPLY Fiber 541-412-7930-102902-5	10103 · General Funds Ckg Umpqua 3634	-45.55
ACH DEBIT	08/18/2023	VERIZON WIRELESS	10103 · General Funds Ckg Umpqua 3634	-411.46
ACH DEBIT	08/18/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	08/18/2023	Chevron Business Card	10103 · General Funds Ckg Umpqua 3634	-939.18
ACH DEBIT	08/21/2023	ZiPLY Fiber 541-469-5867-121516-5	10103 · General Funds Ckg Umpqua 3634	-84.43
ACH DEBIT	08/21/2023	Spectrum Business 8752 19 060 0226494	10103 · General Funds Ckg Umpqua 3634	-109.98
ACH DEBIT	08/21/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-26,628.15
ACH DEBIT	08/24/2023	Quill Corporation	10103 · General Funds Ckg Umpqua 3634	-111.98
ACH DEBIT	08/25/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	08/25/2023	Intuit	10103 · General Funds Ckg Umpqua 3634	-2,249.99
ACH DEBIT	08/25/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-36,170.31
ACH DEBIT	08/28/2023	Spectrum Business 8752 19 060 0025169	10103 · General Funds Ckg Umpqua 3634	-129.99
ATM DEBIT	08/01/2023	Microsoft	10103 · General Funds Ckg Umpqua 3634	-99.99
ATM DEBIT	08/01/2023	Rentprep Enterprise/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	-59.85
ATM DEBIT	08/07/2023	WATERFRONT BRANDS / HYPOWER	10103 · General Funds Ckg Umpqua 3634	-1,152.25
ATM DEBIT	08/08/2023	Firefly Reservations	10103 · General Funds Ckg Umpqua 3634	-281.50
ATM DEBIT	08/09/2023	US Relay/HD Relay	10103 · General Funds Ckg Umpqua 3634	-99.00
ATM DEBIT	08/11/2023	WEEBLY-CHARGE.COM	10103 · General Funds Ckg Umpqua 3634	-469.00
ATM DEBIT	08/17/2023	Harrington Industrial Plastics	10103 · General Funds Ckg Umpqua 3634	-51.52
ATM DEBIT	08/21/2023	Sonsray Machinery LLC	10103 · General Funds Ckg Umpqua 3634	-525.51
ATM DEBIT	08/21/2023	Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634	-334.30

# Port of Brookings Harbor ACH and Debit Card Payments

August 2023

ATM DEBIT	08/21/2023	SAIF (workers' compensation provider)	10103 · General Funds Ckg Umpqua 3634	-873.49
ATM DEBIT	08/22/2023	Workamper News Inc.	10103 · General Funds Ckg Umpqua 3634	-224.00
ATM DEBIT	08/23/2023	Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	-15.99
ATM DEBIT	08/26/2023	SimpliSafe	10103 · General Funds Ckg Umpqua 3634	-17.99
ATM DEBIT	08/28/2023	Home Depot	10103 · General Funds Ckg Umpqua 3634	-835.10
DEBIT	08/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-163.80
DEBIT	08/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-873.71
DEBIT	08/02/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,401.92
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-153.65
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-160.07
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-162.73
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.16
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-61.45
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-216.22
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-227.30
DEBIT	08/09/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	08/09/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-202.05
DEBIT	08/21/2023	Umpqua Bank (Wire Transfer Service Fee)	40104 · Capital Projects Umpqua 8018	-50.00
DEBIT	08/25/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-206.27
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-242.00
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-213.25
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-63.44
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.98
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-165.99
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-160.11
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	08/25/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-156.19
WIRE TRANS	08/21/2023	Dragflow S.R.L.	40104.1 · Government Funds	-207,905.00

**Total for August 2023 -359,646.29**

**Port of Brookings Harbor**  
**Purchases by Vendor Summary**  
**August 2023**

	Aug 23
5-R Excavation, LLC	5,177.50
ADP	629.62
Amazon Capital Services	1,080.50
Americas Generators, Inc	24,547.49
BI-MART	89.91
Boardwalk Mail Service	178.77
Boat Shop & More LLC	300.00
Brookings Glass, Inc.	640.00
Chevron Business Card	939.18
Coos-Curry Electric Cooperative, Inc.	8,175.53
Core & Main	34,772.58
Country Media, Inc.	611.31
Curry County Clerk Recording Division	101.50
Curry Equipment	78.99
Curry Transfer & Recycling	6,906.80
Del-Cur Supply Co-op	248.21
Desi's Tree Trimming	550.00
Dragflow S.R.L.	207,905.00
Elavon	2,439.43
EMC-Engineers/Scientists, LLC	19,574.50
Englund Marine Supply Co.	517.83
Fastenal Industrial Supplies	5,947.96
Firefly Reservations	281.50
Four Aces Security Solutions LLC	2,873.70
Frank's Heating & Refrigeration	573.25
Freeman Rock, Inc.	1,213.75
Gowman Electric, Inc.	243.39
Grainger	162.11
Harbor Sanitary District	5,174.73
Harbor Water District P.U.D.	2,667.99
Harrington Industrial Plastics	51.52
Home Depot	835.10
Intuit	2,249.99
Iron Eagle Trailers	9,005.00
John Kellum/John's Portable Welding	80.00
Microsoft	99.99
Miller Nash LLP	13,006.50
NAPA Auto Part	88.08
Pacific Office Automation	334.30
Pape Material Handling	557.61
Pump Pipe & Tank Services, LLC	316.00
Quill Corporation	710.02
Rentprep Enterprise/Fidelis Screening	59.85
SAIF (workers' compensation provider)	873.49
SDAO Spec. Dist. Assoc. OR - Healthcare	9,681.66
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SimpliSafe	17.99
Sonsray Machinery LLC	525.51
Spectrum Business 8752 19 060 0025169	129.99
Spectrum Business 8752 19 060 0226494	109.98
Spectrum Business 8752 19 060 0247029	124.98
Spectrum Business 8752 19 060 0251369	132.97
Tidewater Contractors, Inc.	27,200.00
Tyree Oil, Inc	112,386.96
US Bank Equipment Finance	223.20
US Relay/HD Relay	99.00
VERIZON WIRELESS	411.46
WATERFRONT BRANDS / HYPOWER	1,152.25
WEEBLY-CHARGE.COM	469.00
Workamper News Inc.	224.00
Ziplay Fiber 541-412-7930-102902-5	45.55
Ziplay Fiber 541-469-5867-121516-5	84.43
Zoom Video Communications Inc.	15.99
<b>TOTAL</b>	<b>527,587.15</b>

# NATURAL HAZARDS MITIGATION PLAN

FOR THE

## SPECIAL DISTRICT OF THE PORT OF BROOKINGS HARBOR



The POBH is a vibrant port with about 481 slips, ice production facilities, transient and trailered vessel pump outs, fueling, safety (US Coast Guard Station), launch ramps, boatyard maintenance, repair, lift, with full nearshore business and facility services

**Plan Effective Date:**

**POBH District  
16340 Lower Harbor Rd,  
Brookings, OR 97415**

## EXECUTIVE SUMMARY

The Port of Brookings Harbor (POBH) Natural Hazards Mitigation Plan (NHMP) covers each of the natural hazards that pose significant threats to the District.

The mission statement of the POBH NHMP is to:

“Proactively facilitate and support district-wide policies, practices, programs, and actions that make the POBH more disaster resistant and resilient.”

Making the POBH more disaster resistant and resilient means taking proactive steps and actions to protect life safety, reduce damage, and shorten the recovery period from future disasters.

Completely eliminating the risk of future disasters in the POBH is neither technologically possible nor economically feasible. However, substantially reducing the negative consequences of future disasters is achievable with the implementation of pragmatic mitigation measures that reduce the likelihood of damages to the harbor system in future disaster events.

An important benefit of the District having a FEMA-approved NHMP is that this makes the District eligible to apply for non- or post-disaster FEMA hazard mitigation grants.

The 2023 POBH NHMP is a living document which will be reviewed and updated periodically. This document is the most recent update.

Briefly, the NHMP includes a description of the hazards, probability, vulnerability, mitigation goals, priority actions, and implementation of this NHMP.

Comments, suggestions, corrections, and additions are encouraged from all interested parties.

Please send comments and suggestions to:

Jack (John) Akin, MS, PE (Technical Support)  
450 Conestoga Circle  
Jacksonville, OR 97530  
(541) 474-9434 (Office) (541) 261-9929 (Mobile)

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*Note: "Rank" in table above refers to Table 1, POBH Mitigation Action Items*

## 1.0 District Profile

The Port of Brookings Harbor (POBH) is a port authority within Curry County, Oregon, United States, and serving the neighboring community of Harbor. The Port is governed by a five-member commission elected at-large from the service district population of approximately 16,000.

It is the busiest recreational port on the Oregon Coast, generating more than 31,000 boat trips for more than 95,000 people, and is one of the most active harbors for Chinook salmon on the coast. The Port District is defined, for the purposes of this NHMP, as the operations and facilities on Port property. They are shown in Figures 1.1 (Key), 1.2 (Section A), 1.3 (Section B) and 1.4 (Section C).

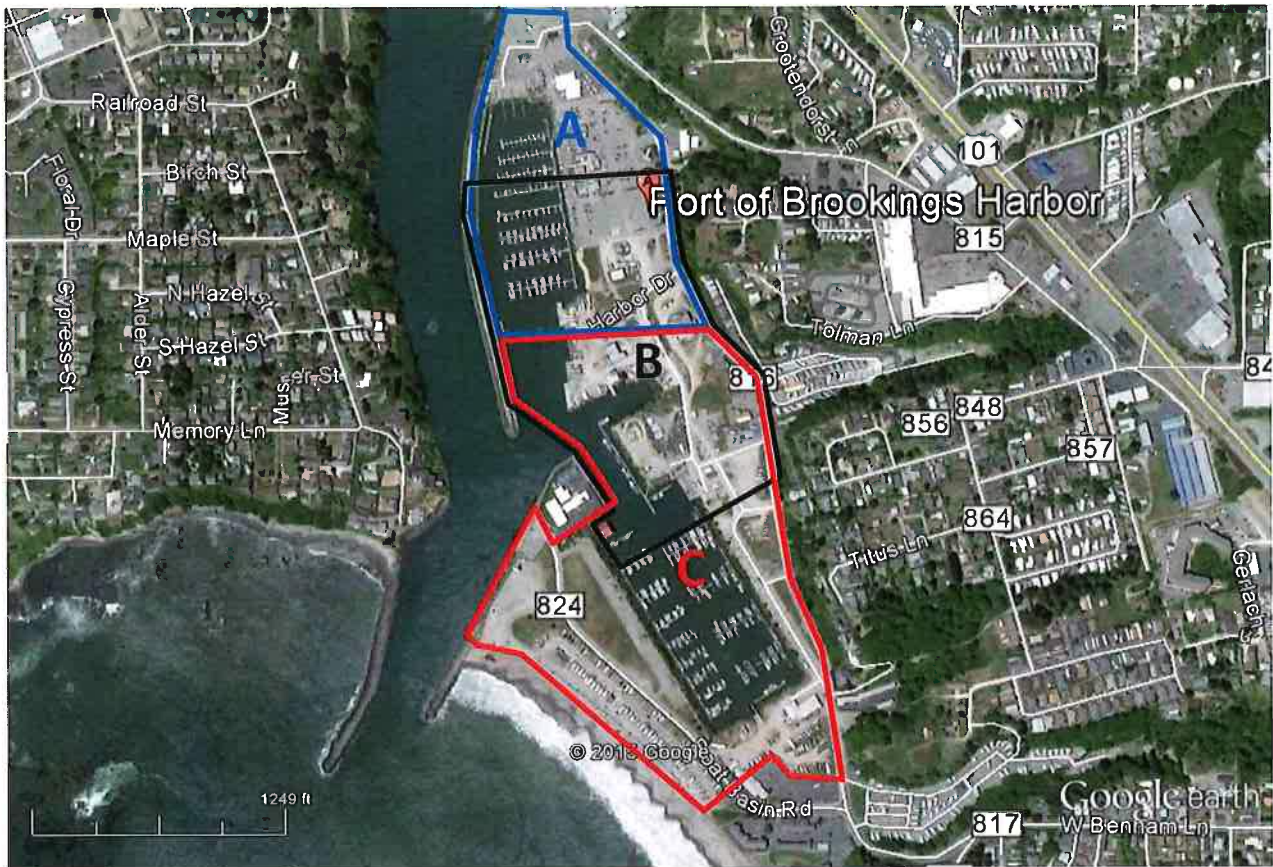


FIGURE 1.1





FIGURE 1.2

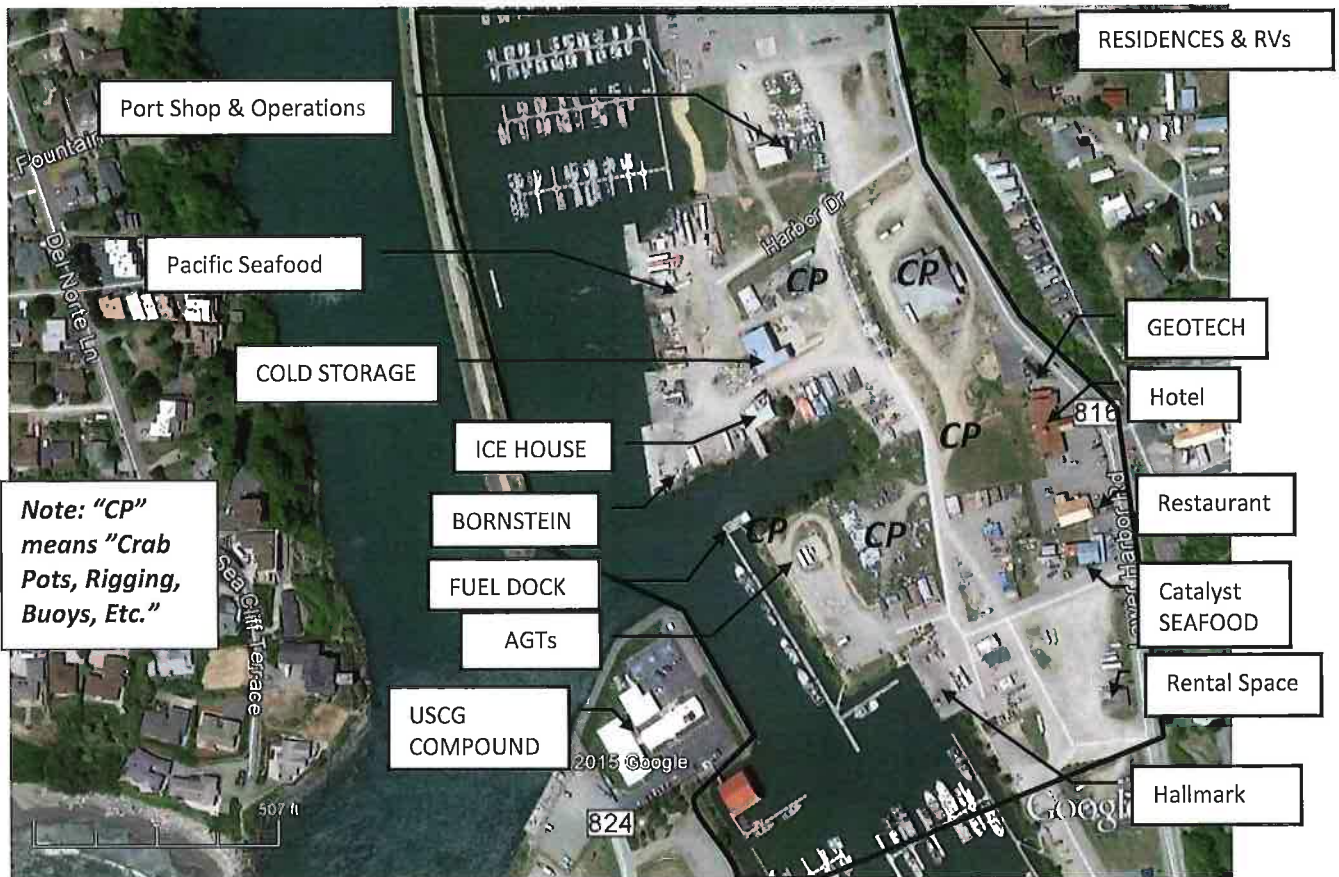


FIGURE 1.3



**FIGURE 1.4**

The Port owns approximately 60 acres of marine property at the mouth of the Chetco River in Curry County. The Port operates and maintains Basin 1 that accommodates approximately 298 recreational vessels, and Basin 2 that accommodates approximately 250 vessels. In addition to the boat basins, Port facilities include receiving and fuel docks, icehouse and cold storage facilities, a boat yard, a boardwalk, an RV park, and numerous commercial buildings (see Figures 1.1-1.4 of Section 1.0 this NHMP).

The US Army Corps of Engineers constructed two rock jetties at the mouth of the Chetco River in 1957. Modifications were completed in 1969 to extend the north jetty 450 feet and increase the entrance channel to 14 feet deep and 120 feet wide.

In 1970 an 1800 foot long and 18 foot high protective dike was constructed along the south side of the Chetco River. A turning basin and small boat access channel were also completed in 1970. The turning basin is 650 feet long, 250 feet wide, and 14 feet deep. The Basin 2 access is 200 feet long, 100 feet wide and 12 feet deep.

As reported in Section 5.7 of the POBH 2015 Strategic Business Plan, entitled “Economics Benefits Analysis”, a state-wide study entitled the Economic Benefits of the Oregon Ports, March 2014 summarizes the permanent annual economic impact of the POBH, by including the following annual benefits:

- Totally Port related Oregon employment of 860 jobs (706 direct and 150 for indirect/induced);
- Oregon output (gross sales) were nearly \$67.9 million (\$40.9 million direct and \$27. million in direct/induced);
- Oregon real Gross Domestic Product of \$39.4 million (\$22.65 million direct and \$16.78 million in direct/induced);
- Oregon labor income of \$23.93 million (\$12.89 million direct and \$11.05 million in direct/induced);
- Annual local and Oregon tax revenue/payments of \$4.21 million (\$1.26 million in local and \$2.95 million in state tax revenues);
- Annual federal tax/payments by Oregon enterprises and employees of \$5.12 million.

## **2.0 MITIGATION PLANNING PROCESS**

The POBH’s Mitigation Planning process began in 2022. An initial planning meeting was held on December 21, 2022, outlining district-specific hazard and risk assessments and mitigation priorities. The meeting included the Port Manager Travis Webster, Port Project Manager Gary Dehlinger, and Engineer of Record Jack Akin, and POBH Board of Commissioners.

The Port Manager, Project Manager and Engineer presented an overview of the Mitigation Planning process, FEMA’s requirements and a preliminary assessment of the hazards posing threats to the District’s facilities.

The meeting focused on three main topics:

- Identification of natural hazard, the Port’s vulnerability and risk assessment, with assignments to Planning team members and the consulting team.
- Discussion of the District’s outreach efforts and public meetings.
- Discussion of the project schedule.

Public Meetings were held in 2023 to allow public comment and input.

The NHMP was adopted by the POBH Board of Commissioners on April 6<sup>th</sup>, 2018.

### **2.1 Mitigation Planning Team**

The current Mitigation Planning Team includes the following members:

- Travis Webster, Port Manager
- Gary Dehlinger, Port Project Manager
- POBH Board of Commissioners
- Jack Akin, Engineer of Record

The Mitigation Planning Team’s roles and responsibilities are defined as follows:

- Participate actively in Planning Team meetings.
- Provide local perspectives on natural hazards and the threats that they pose to the District’s facilities and people.
- Help to identify existing Plans, studies, reports and technical information for inclusion or reference in the NHMP.
- Forge consensus on mitigation action items and their priorities.
- Help to facilitate the public outreach actions during the mitigation Planning process, and
- Review and provide comments on draft materials during development of the POBH NHMP.

## **2.2 Mitigation Planning Team Meetings**

Mitigation Planning Team meetings are documented below with dates and summaries of each meeting.

A meeting was held on December 8, 2021, with the Port Manager, Harbormaster, Engineer of Record and Board of Commissioners. The public was invited, and two citizens attended. The harbormaster and Engineer of Record discussed the status of various proposed projects. The meeting focused on a proposed wastewater treatment system to meet water quality requirements: alternatives, funding, budget, and project schedule. Citizen comments were supportive of the proposed wastewater treatment system.

Several meetings were held in 2022 and 2023 with the Port Manager, the Port Project Manager, Engineer of Record to discuss changes to project priority, scope, and funding.

## **2.3 Public Involvement in the Mitigation Planning Process**

Gaining public input into mitigation plans is an important step in understanding the needs and priorities of the communities served, and how natural hazards can impact people disproportionately. The District took robust efforts to involve the public and stakeholders throughout the mitigation Planning process, including the following actions:

The District announced the NHMP Planning process via:

- Posting notices on the District's website ([www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)),
- Posting notices in the District's bulletin board,
- Publishing notices in the following local newspaper website: Curry Coastal Pilot.

Public comments posted to the District's website were reviewed at Planning Team meetings.

The District notified local and regional agencies involved in hazard mitigation activities and land development to provide an opportunity for input on the Plan update.

## **2.4 Review & Incorporation of Existing Plans, Studies, Reports & Technical Information**

The previous version of the POBH Natural Hazards Mitigation Plan became effective on April 6th, 2018. FEMA requires NHMPs be updated every five years to capture new risk data and demographic changes, and reflect recent natural hazard events, revised local priorities, and changes to federal, state and local policies. The formal update to the plan began in early 2023.

The overall format of the plan has not changed significantly—most of the changes in this version come from new data and studies that have refined risk awareness, and by significant natural hazard events that have occurred over the last five years that have shaped mitigation priorities.

Mitigation strategies have been revised because of the completion of previous actions and changing priorities based on recent hazard events, new risk data, and a continuing effort to ensure actions are equitable for those facing the most severe risks from future events.

The June 2015 Strategic Business Plan (SBP) for the POBH (Attachment B) was used to develop the initial NHMP. For the 2023 Plan, the 2020 Midpoint SBP Update was used. The SBP Update provides background including: Port history, financial and market conditions, district demographics; situational analytical elements such as: zoning, statewide planning goals, local and regional Plans and partners; and the identification of strengths, weaknesses, opportunities and threats. The SBP Update also outlines hoped-for projects regarding fisheries docks, transient docks, commercial basin (Basin 2) docks, embankments (focusing on slope failure), parking lots, dredging needs, Sport Basin (Basin 1) boat launch, the old boardwalk, power and water utility availability.

Data and calculations from a 2004 Wave Search Analysis, completed by West Consultants, Inc., Bellevue, Washington, prepared for the Portland District, Corps of Engineers, is also utilized for this NHMP.

Analyses, design and drawings provided by EMC – Engineers/Scientists, LLC (EMC) within the 5-year JPA (Attachment A-1) are utilized for this NHMP.

Analyses provided by EMC for A-6 (the North Boardwalk and H-pile/Concrete Slab Wall) are also utilized for this NHMP.

Analyses provided by EMC for A-8 (the Beach Front RV Protective Wall) are also utilized for this NHMP.

Analyses, design and drawings provided by EMC for A-2 (WWTP), A-3 (Paving/SW Protection of Ice House/Cold Storage Work Yard Area, A-4 (Commercial/Boatyard Paving/SW Paving and SW Protection), A-5 (Basin 2 West Embankment Upgrade) and A-9 (RV/Kite Field Paving and SW Protection) are utilized for this NHMP.

#### **2.4.1 Natural Hazard Events**

Curry County was affected by a number of natural hazard events since the 2017 NHMP was adopted. The impact of these events has altered the prioritization of hazard risk. Below is a selection of these events.

##### Oregon Chetco Bar Fire (FM-5198-OR)

Incident Period: August 19, 2017 - September 20, 2017.

Fire Management Assistance Declaration declared on August 20, 2017.

##### Oregon Severe Winter Storms, Flooding, Landslides, and Mudslides (DR-4432-OR)

Incident Period: February 23, 2019 - February 26, 2019.

Major Disaster Declaration declared on May 2, 2019.

##### Oregon Severe Storms, Flooding, Landslides, and Mudslides (DR-4452-OR)

Incident Period: April 6, 2019 - April 21, 2019.

Major Disaster Declaration declared on July 9, 2019.

#### **2.4.2 Climate Change**

The severity of climate-related natural hazard events over the last five years reflects the concern that these types of events will become even more frequent and extreme. The plan largely uses climate change forecasts from the 2021 Oregon Fifth Climate Assessment published by the Oregon Climate Change Research Institute (OCCRI). How climate change has increased the potential scope and severity of each hazard described in this plan is each hazard-specific chapter.

### 2.4.3 New Studies and Regulatory Developments

A new risk study has refined the understanding of where natural hazard events are likely to occur in Curry County and what the potential losses will be from future disasters.

#### Natural Hazard Risk Report for Curry County

Williams, M.C. and Anthony, L.H. (2020). *NATURAL HAZARD RISK REPORT FOR CURRY COUNTY including the Cities of Brookings, Gold Beach, Port Orford, and the Unincorporated Communities of Harbor and Nesika Beach*. (Open File Report O-20-15). Portland: Department of Geology of Mineral Industries.

## 3.0 HAZARD IDENTIFICATION, VULNERABILITY, AND RISK ASSESSMENT

For the Port District, the Oregon Natural Hazards Mitigation Plan identifies the following hazards as risks: Floods/Storm Surge (rain, wind, floods, winter storms), Tsunamis, Earthquakes, Wildland-Urban Interface Fires and Tornados.

### 3.1 Risk Assessment

The POBH NHMP addresses the following natural hazards in the order they pose the greatest risk

- Floods/Storm Surge (rain, wind, floods, winter storms)
- Tsunamis
- Earthquakes
- Wildland-Urban Interface Fires
- Tornados

Details about the hazards are found in above-referenced NHMP. The risk assessment from the Oregon NHMP being referenced may be found in Attachment D-1.

#### 3.1.1 Floods/Storm Surge

By far the most significant natural hazard, due to Port's vulnerability, and to the high frequency of this natural hazard in the Region (Region 1, defined within the attached Chapter 2 of the State Risk Assessment as including the coasts of Clatsop, Tillamook, Lincoln, Lane, Douglas, Coos, and Curry Counties), is Floods/Storm Surge. Predicted future weather conditions will result in increased temperatures that will increase storm intensity, frequency, and duration. Predicted sea level rise will increase the effects of storm surge and flooding on lower areas within the District.

Embankment failure has been greatly accelerated in recent years by the excessive loss of soil cohesion from surface and groundwater flow during storm season and scour and undermining of embankment toes from storm-induced high wave energy.

Specifically, accelerated erosion, scouring, embankment failure and high wave energy, all resulting from, to the greatest degree and frequency, winter storms, and at a lower frequency, tsunamis and distant earthquakes, have been and are continuing to occur at the POBH as described below:

**Boardwalk North Deck** – A boardwalk north deck, constructed of timber with wood railing, is located upland of the Basin 1 Docks. An H-pile steel/concrete panel retaining structure below the boardwalk is in deteriorating condition, as a number of joints in the concrete panels are failing. The north section of this boardwalk has received a preliminary engineering review that concludes that it is failing due to accelerated erosion (see Preliminary Engineering Report entitled “**MEMO-32517-01**”, placed on EMC stationary, *Attachment C-1*). An estimate for the repair of this deck construction shown in MEMO-32517-01 was obtained by the POBH, totaling **\$1,500,000**.

**Basin 2 Docks** – The Commercial Basin docks accommodate approximately 250 vessels. The floating dock system has 12 main walkways (identified as C through Q) that extend from four separate marginal walkways. The floating docks are of concrete construction with steel guide piles.

Docks H, I, J and O were replaced in 2012 because of damage from the tsunami of 2011. Though the supports for these docks were repaired and mitigated during the 2012 pile replacement project, about 48% of the battered docks were not, and thus the condition of these docks are undergoing accelerated deterioration. All of these docks provide electrical power. These docks are accessed via gangways from the west side of the basin. The docks that were installed in 2012 are in good condition, while the overall observed condition of the older docks is very poor. Replacement of the remaining and deteriorating docks is estimated to cost about **\$1,450,000**.

**General Stormwater Drainage** – Particularly during storm season, there are widespread drainage issues on POBH asphalt, concrete and graveled surfaces. Pooling and misdirected surface waters accelerate asphalt parking lot subgrade degradation, potholes develop in graveled areas and concrete cracking under unsupported loads are occurring. Runoff from these areas contribute to sedimentation and reduced water quality in the port basins and erosion of upland areas and embankments.

Protection against long-term (> 5 years) deterioration of surfaces at POBH can be achieved by the proper grading, resurfacing, and upgraded stormwater conveyances in exposed upland gravel and soil surfaces. Specific areas with the greatest impact include upland storage areas east of the commercial fishing docks (120,000 ft.<sup>2</sup>), internal gravel roads (56,000 ft.<sup>2</sup>), the approach to the Boat Yard area, and at the beginning at the southeast corner of Basin 2 (7500 ft.<sup>2</sup>) and RV Park (102,000 ft.<sup>2</sup>). There is minimal sub-base rock requirement at these locations, and EMC preliminarily has found that minimal grading, sub-base rock, 3” – 6” of leveling course beneath 3” asphaltic concrete, catch basins and stormwater conveyance, concrete curbing on west borders of described areas would cost about **\$1,562,000**.



The Pacific Seafood facility at POBH, is currently in violation of the Clean Water Act NPDES permit limits. If Pacific Seafood wastewater effluent is not brought into compliance, the facility will be forced to close down and perhaps relocate. Therefore, in order to retain this facility and fish processing in general at the POBH, and to ensure that the waters of the state are protected, the Port is endeavoring to install a wastewater treatment facility.

POBH intends to construct a modular wastewater treatment plant (WWTP) with a capacity to treat up to 1150 cubic meters per day (350,000 gallons per day) of industrial wastewater. The WWTP utilizes diffused aeration flotation, followed by a membrane bioreactor, with sludge handling via compaction. The components are to be constructed off site and shipped to the site for assembly.

Based on previous bids, the cost for the Permitting, design, construction and characterization is estimated to be **\$3,500,000**.

**Embankments** – Significant failure has been noted at most locations around Basin 2, the Icehouse Inlet, and along the east side of Basin 1. About 950 feet of embankment along the west side of Basin 2, and approximately 500 feet of embankment along the east side of Basin 2, 280 feet of embankment along the east side, between the north side of Basin 2 up to the southwest corner of the Icehouse Inlet (near the location of the fuel dock), 225 feet along the south embankment of the Ice House Inlet, and 350 feet along the north embankment of the Icehouse Inlet are all failing due to accelerated erosion.

By far the most significant natural hazard, due to Port's vulnerability, and to the high frequency of this natural hazard in the Region (Region 1, defined within the attached Chapter 2 of the State Risk Assessment as including the coasts of Clatsop, Tillamook, Lincoln, Lane, Douglas, Coos, and Curry Counties), is Floods/Storm Surge.

Embankment failure has been greatly accelerated in recent years (2015 & 2016) by the 1) excessive loss of soil cohesion from surface and groundwater flow during storm season and 2) scour and undermining of embankment toes from storm-induced high wave energy.

These embankments will continue to degrade. Now that failure has begun at the above-cited locations, deterioration of these slopes and the structures they support, will accelerate. Increased erosion will push more sediment into the Port basins, and access to many services, will become more limited. As of the date of this first NHMP submission (November 3<sup>rd</sup>, 2017), over 450 linear feet of sidewalk along the west side of the Commercial Basin (Basin 2) is restricted from public access.

It is recommended that these embankments be more permanently repaired.

The repair should be such that these slopes are protected from energetic storm surges and high surface/groundwater flows from adjacent parking lots and hillsides that occur at the Port during winter storms. Several slope stabilization methods are available, including:

1) retaining walls constructed with sheet pile, pile and plank, H-pile/concrete sections, with tie backs and/or helical screws; 2) cantilevered retaining walls as described in 1), but without tie backs or other support; 3) rock wall placed at a 1.5/1.0 slope (maximum). Of these options, the cost associated with parking lot repairs from tie-back excavation out-weighs that of heavier materials required for cantilevering. Rock wall construction at 1.5/1.0 slope would take valuable moorage space at the toe of the wall, particularly along the north and south Ice House Inlet and west Basin 2 embankments.

EMC has therefore recommended and preliminarily specified an embankment repair constructed of stand-alone (cantilevered) H-pile/concrete section.

In order to support a cantilevered loading, prefabricated concrete sections that are 12 feet tall, having about a 10 ft.<sup>2</sup> cross-section (approximately 11 1/2" x 10') weighing approximately 17,130 pounds each, reinforced with #5 rebar, 10 equally spaced vertically, 12 equally spaced horizontally, double curtained, all cast 3 inches clear of all edges and faces. These concrete sections should be supported by 14 inch wide flange (W 14 x 90) piles. Concrete is to be minimum 4000 psi at 28 days. Rebar picking eyes (two each), when set, will bend hook 90° into precast pocket and filled flush with high strength grout. Piles will be driven to point of fixity (to be determined at each location).

Fabric that will allow for drainage while retaining fine-grained sands and silts will be placed between the wall and engineered backfill.

An estimate for the construction of the wall, placement of fabric and fill is \$175 per square foot. It is estimated that about 27,660 ft.<sup>2</sup> (2305 linear feet x 12" high) of wall of this construction should be placed along these above-described embankment.

The estimated budget for this work is **\$2,200,000**.

505 feet of embankment, additional to that described above as Boardwalk North Deck, presently supported by an H pile/concrete section retaining wall construction along the east side of the Sport Basin (Basin 1) supports the soils that are at the base of the north boardwalk, extending from the newly constructed south (160 foot long) concrete boardwalk, all the way to the north gangway access to the Sport Basin (Basin 1).

Unlike the other embankment repairs already described above, repair of this 550-foot section requires the removal and new construction of structure (the boardwalk itself), as well as considerable excavation to ease the slope, replacing the entire shoring with concrete and handrailing. Considerations for this construction focus primarily on public safety.

This Boardwalk section serves most of the leasing businesses at the port and serves a high density of tourism and residential foot traffic. The cost of this boardwalk and wall replacement is estimated to cost about \$7623/lineal foot, or **\$3,850,000**.

**Commercial Receiving Docks** – There are five sections of commercial receiving dock located on the east side of the marina between Basin 1 and Basin 2.

- 1) North-most is that which has been called the Pac Seafood Dock, which is failing, which requires 160 feet of repair along its west side and about 50 feet of repair along its north side.
- 2) The adjoining receiving dock is the newly constructed Pac Seafood Dock bulkhead of about 100 feet in width.
- 3) South and adjacent to the Pac Seafood Dock is the old Pac Choice operations, a dock of a length of about 95 feet.
- 4) South and adjacent to old Pac Choice is a high dock, constructed of sheet pile, repaired in 2012.
- 5) South and east of the previously described embankment that extends from the fuel dock southward the full length of the main transient dock is a 145 foot length of embankment beneath and supporting Hallmark Fisheries receiving dock operations.

Of these five commercial receiving docks described, the Pac Seafood Dock, the old Pac Choice Dock and the Hallmark Fisheries Dock are failing and have been presently limited by the Port regarding their loading capacity.

Increased wave energy from higher than normal tides and surges from 2015 and 2016 storm events have accelerated scouring and subsequent supporting embankment sloughing at these locations. To more permanently mitigate these ongoing conditions a cantilevered dock design is recommended.

For this type of approach a W 24×76 I-beam structure extended 20 feet beyond (seaward) the supporting seawall, With supporting struts of HP 10 x 42, with the stretch bass resting a top concrete footing and extending so that the top end of the strut supports the cantilevered I beam 9 feet seaward from the supporting seawall. The top of the working deck would be 7 inches of reinforced concrete over a steel pan deck. The cost for this type of construction, including site preparation, is estimated at \$9,900 per linear foot. In total, the replacement for these three receiving docks is estimated to be **\$4,455,000**.

### **3.1.2 Tsunamis**

A large tsunami (and associated earthquake) would likely destroy many buildings in coastal communities that are located in the tsunami inundation zone. The damage would be from the combined effects of the forces from the tsunami surges, currents and debris, as well as the earthquake hazards. The State of Oregon has adopted construction standards for buildings in tsunami zones (**2015 ORS 455**). The National

Tsunami Hazard Mitigation Program recently completed the document entitled ***Designing for Tsunamis*** that outlines some of these issues. Although earthquakes that trigger tsunamis are not affected by predicted weather changes, predicted sea level changes will increase the severity of any specific event.

Tsunami's – most recently, in March, 2011, the POBH was damaged by tsunami wave energy, as a result of a 9.0 magnitude underwater earthquake off the coast of Japan. Close to \$8 million worth of repairs were necessary, which included some mitigation, as a result of this disaster.

#### **Date/ Location/ Description; Remarks**

January 1700/ offshore/ the Cascadia Subduction Zone Approximately 9.0; generated a tsunami that struck Oregon, Washington, and Japan; destroyed Native American villages along the coast. March 2011/ offshore/ DR-1964 was Oregon's first tsunami Major Disaster Declaration (far-field event originating from a massive subsea earthquake near Japan).

Effects from the trans-ocean tsunami in Oregon were largely confined to rapid changes in sea levels at port facilities in Curry and Lincoln Counties. Previously developed tsunami evacuation planning and inundation mapping were used as a life/safety measure (no lives were lost to the tsunami wave activity) based on the Pacific-wide tsunami warning.

The tsunami wave impacts, although much less than those from a near-field Cascadia event, provided further impetus for the City of Newport to consider and seek mitigation funding for a tsunami "safe haven" project that will retrofit an existing land feature as a "high ground" evacuation site. The POBH implemented a post-disaster, multi-hazard mitigation project to protect their port facility from far-field tsunami waves and for storm surge waves that can occur during any winter season.

The mitigation efforts described in the section of this report entitled "**Floods/Storm Surge**" also largely provide protection against the effects associated with earthquakes and tsunamis (damage to dock systems, embankments and shoreline structures).

### **3.1.3 Earthquakes**

The geographical position of Region 1 (defined within the attached Chapter 2 of the State Risk Assessment as including the coasts of Clatsop, Tillamook, Lincoln, Lane, Douglas, Coos, and Curry Counties) makes it susceptible to earthquakes from three sources: 1) the off-shore Cascadia Fault Zone, 2) deep intra-plate events within the subducting Juan de Fuca plate, and 3) shallow crustal events within the North America Plate. All have some tie to the subducting or diving of the dense, oceanic Juan de Fuca Plate under the lighter, continental North America Plate. Stresses occur because of this movement.

There is no historic record of major damaging crustal earthquakes centered in this region in the past 156 years, although Region 1 has experienced small crustal earthquakes and crustal earthquakes that originated outside the region. The geologic record shows that movement has occurred along numerous offshore faults as well as a few onshore faults in Coos and Tillamook Counties. The faulting has occurred over the last 20,000 years. Intraplate earthquakes are very rare in Oregon, although such earthquakes originating outside of the state have been felt in this region.

It is believed that the Magnitude 7.3 RS near Brookings in 1873 was an intraplate quake. In Region 1, geologic earthquake hazards include severe ground shaking, liquefaction of fine-grained soils, landslides and flooding from local and distant tsunamis.

The severity of these effects depend on several factors, including the distance from the earthquake source, the ability of soil and rock to conduct seismic energy composition of materials, and the ground and ground water conditions.

The frequency and magnitude of earthquakes are not affected by predicted weather changes.

### **Historic Earthquake Events**

Approximate years, cited from the Oregon State Plan, of historic earthquakes are 1400 BC, 1050 BC, 600 BC, 400 AD, 750 AD, 900 AD. These are generally offshore, Cascadia Subduction Zone, estimated at M8-9.

### **Date/ Location/ Description; Remarks**

January 1700/ offshore/ the Cascadia Subduction Zone Approximately M9.0 generated a tsunami that struck Oregon, Washington, and Japan; destroyed Native American villages along the coast

November 1873/ Brookings area/ a M7.3 intraplate event, origin probably Gorda block of the Juan de Fuca plate; chimneys fell (Port Orford, Grants Pass, and Jacksonville), no aftershocks

November. 1962/ Portland, OR/ M5.2 to 5.5 crustal event; damage to many homes (chimneys, windows, etc.)

March 1993/ Scotts Mills, OR/ M5.6 crustal event; FEMA-985-DR-OR, damage- \$28 million (homes, schools, businesses, state buildings in Salem)

September 1993/ Klamath Falls, OR/ M5.9 to 6.0 crustal event, FEMA-1004-DR-OR, two earthquakes; fatalities: 2; damage \$7.5 million (homes, commercial, and government buildings)

### **Discussion Regarding Risk and Mitigation-Tsunamis and Earthquakes**

Risk and mitigation for tsunamis and for earthquakes are common in terms of potential damage and prevention actions, and so are combined in the narrative below.

FEMA's (2011) review of historical tsunamis affecting the Oregon coast for FEMA-1964-DR-OR documents 7 tsunami events from 1700 through 2011. This report suggests a mean interval time of about 50 years and recommends this as the "event frequency." The historical data in this report are very useful, although the surge height and damage data are incomplete. However, the frequency analysis has two significant flaws:

- 1) the 7 tsunami events include 6 distant earthquake events along with the 1700 Cascadia Subduction Zone event and
- 2) historical data for distant tsunamis are probably incomplete before the 1940s and certainly incomplete before 1873, the earliest distant earthquake tsunami event listed.<sup>2</sup>

These historical data are reinterpreted as follows. The six distant earthquake events fall into two groups

*Major events with significant damages*

- 1873, surge height 10 feet
- 1964, surge height 4.6 to 12 feet at various locations
- 2011, surge height 6.6 feet at Brookings Harbor

*Lesser events with minor damages*

- 1946, surge height 4 feet at one location only (Seaside)
- 1952, no surge height data
- 1960, no surge height data

The three major distant earthquake tsunami events were recorded over 138 years, which corresponds to a return period of 46 years. These events are included in the benefit-cost analysis presented later in this report.

The three smaller events with very limited surge height data and minor damages are probably similar to the more frequent storm surge events. In the spirit of a conservative, lower-bound type benefit-cost analysis, these events are not considered in the benefit-cost analysis.

*Cascadia Subduction Zone Tsunamis*

The 2011 report by Goldfinger et al. documents the paleoseismic history of the Cascadia Subduction Zone over the past 10,000 years using dates for turbidite deposits offshore. Time-correlated turbidite deposits at many locations along the length of the Cascadia Subduction Zone from Northern California to British Columbia yield the following numbers of major mega-thrust earthquakes:

- 19 M9.0 earthquakes (full length ruptures) and
- 21 Additional M8+ events (rupture of the southern 50% to 70% of the Subduction zone).

These paleoseismic results indicate return periods of about 500 years for the M9.0 events and about 250 years for M8 or greater events (including the M9 events).

Tsunami surge events from these major Cascadia Subduction Zone earthquakes would likely have surge heights of 30 to 105 feet (FEMA 2011, DOGAMI Modeling, 2012) and result in complete or nearly complete destruction of harbor facilities all along the Oregon Coast, including Brookings Harbor.

There are no mitigation measures to protect harbor facilities from events of this extreme magnitude that are feasible from either an engineering or economic perspective. Therefore, the proposed mitigation project is designed to minimize damage in smaller distant earthquake tsunami events and in the frequent storm surge events. As aforementioned, the mitigation efforts described in the section of this report entitled “**Floods/Storm Surge**” also largely provide protection against the effects associated with earthquakes (damage to dock systems, embankments and shoreline structures).

### 3.1.4 Wildfires

Most counties within Region 1 have low to moderate risk from wildfire based primarily on cool, moist weather conditions. However, this region has had some of the largest wildfires that posed threats to communities when they occurred. The 1936 Bandon Fire is a prime example of a fire that, when combined with heavy fuels (gorse) and powerful dry east winds, an entire city was destroyed killing 13 people.

Gorse, brush and timber still make up much of the landscape in Region 1. Given the right conditions, this region’s vulnerability to wildfire exists. However, due to infrequent fire activity, the level of vulnerability can be categorized as moderate. A large wildfire in this region would affect local economies that rely on tourism and recreation dollars.

The economic stability of the region is dependent on a major state highway (Hwy 101) that runs along the Oregon Coast. Should a major wildfire or other natural event (such as a tsunami) threaten or impact this major thoroughfare, coastal tourism and recreational economies would come to a halt.

In addition, each year a significant number of people build homes within or on the edge of the forest (urban-wildland interface), thereby increasing wildfire hazards. Predicted future weather conditions will result in increased temperatures and wind speeds. This will increase wildfire intensity, frequency, and duration.

Risk of direct hazard from wildfires at the POBH is limited by available fuels. The POBH and its facilities are somewhat isolated from the fields and forested areas surrounding the Port. Nevertheless of direct fire damage, risk, though minimal, does exist.

The far greater risk to the POBH from wildfires is from accelerated erosion and sedimentation. The Chetco Bar fire, which is located in the Kalmiopsis Wilderness and Chetco River corridor near Brookings, grew to approximately 200,000 acres.

Wildfire affects streams and rivers in a multitude of ways, and the health and wealth of a stream environment are reflections of the condition of the surrounding watershed. Stream ecosystems are constantly changing and are often altered by episodic floods and droughts. Erosion is a natural process. Its effects on a stream are highly variable. Add a high-intensity wildfire, and conditions in the stream or river at the bottom of the hill can change rapidly. All of these naturally occurring events are described as pulse disturbances – with effects that are initially severe but generally short-lived. Over time, the stream environment recovers or shifts to a new and different equilibrium.

Much of that sediment loss can occur the first few years after a wildfire, though in some cases, sediment accumulations may take decades or even longer to recover to non-disaster conditions. Wildfire can cause water repellency and consume plant canopy, surface plants and litter, and structure-enhancing organics within soil. Changes in soil moisture, structure, and infiltration can accelerate surface runoff, erosion, sediment transport, and deposition. Intense rainfall and some soil and terrain conditions can contribute to overland runoff and in-channel debris torrents.

Mineralization of organic matter, interruption of root uptake, and loss of shade can further impact water quality by increasing stream temperatures and nutrient concentrations. Where wildfires are unnaturally large and severe, watershed effects are likely to be negatively skewed.

The area of this 2017 burn covers the Quail Prairie Mountain, the Kalmiopsis, a portion of Eagle Mountain, Rosley Butte, Mineral Hill, Snow Camp Mountain, Big Craggy's, Heather Mountain, Basin Butte, and other watersheds. A good number of creeks and tributaries, most of which directly or indirectly contribute to stormwater collection with the POBH as its destination, are fed by these watersheds.

As mentioned above, due to the infrequency of fire activity in the Chetco corridor and other above-described areas, the level of vulnerability can be categorized as moderate. Also, as aforementioned, the risk of direct hazard from wildfires is limited by available fuels. The afore-described increase of sedimentation in the area of this most recent fire event is expected to directly impact shoaling rates at the POBH over the next two to five years.

**Basin Dredging Program** - In anticipation of the sediment that could be accumulated in total at the POBH during that time period, the POBH has conducted a recent (2022) bathymetric survey of all basins.

Basin floor sediments are found to range from about 2' to 8' in thickness, very fine to medium sands. Most recent analyses indicate that fines (very fine sands, fine sands, silts and clays) are the predominate sediments at the Port. The Port intends to dredge up to 150,000 cubic yards of accumulated sediments over its 10 year permit period. It is estimated that the Port would accomplish this within an annual production range of 10 – 30,000 cubic yards



The Port intends to purchase an electrically operated, remote control hydraulic suction dredge. The sediment would be piped at 9.0 – 12.0 feet per second, to location(s) at the proposed upland storage site. The sediment storage area will be used for the primary treatment separating fine sands & silts from return water. The secondary treatment will consist of a designated zone within Port basin locations contained by a turbidity curtain. Sediments will be removed from the Sediment Basin and disposed of as needed.

Based on previous bids for mitigating accumulated sediment appeal POBH in the past (\$35/cy), the cost for the Permitting, design, characterization, dredging and disposal is estimated to be **\$7,500,000**.

### Recent Wildfires Threatening Sedimentation to the Port of Brookings Harbor

Below are descriptions of recent, significant wildfires that have occurred within or near river, creek or stream watersheds that have and/or will threaten to increase sedimentation, directly impacting shoaling rates at the POBH.

#### The Chetco Fire



The Chetco Bar Fire was started by a lightning strike in the Kalmiopsis Wilderness near the Chetco River. It was reported on July 12, 2017 at 1:45 PM. By July 15, it was primarily burning in the scar of the 2002 Biscuit Fire (see below) and had only burned 45 acres. By July 20, it was determined that the fire had actually burned over 300 acres (1 km<sup>2</sup>). As of August 2, the fire had expanded to 2,907 acres (12 km<sup>2</sup>).

By August 19, the fire had spread 22,042 acres (89 km<sup>2</sup>) and the first mandatory evacuations were put in place - for the top of Gardiner Ridge Road and Cate Road past Hazel Camp area, Wilson Creek area, and along the Chetco River from Loeb State Park to the wilderness retreat area. By August 24 the fire had burned 102,333 acres (414 km<sup>2</sup>), burning in steep and rugged terrain about five miles north of Brookings, Oregon. The smoke from the fire began impacting visibility along Highway 101 and creating dramatic hazes in Gold Beach and in Brookings. By August 30, the National Guard had joined the fire-fighting efforts. As of September 10, the fire was at 182,284 acres (738 km<sup>2</sup>) and was 5% contained. The fire had spread into Curry County. In Josephine County, crews began structure assessments of the communities of O'Brien, Cave Junction, and Selma. The fire was announced as being 100% contained on November 2nd.

## The Biscuit Fire

Between July 12 and July 15, a series of lightning storms occurred in California and Oregon starting hundreds of small wildfires. During this period, five such fires were started within a 20-mile (32 km) radius of each other near the state border. Due to the fires already burning in other areas, insufficient numbers of fire crews and smokejumpers were available to combat these fires and they began to burn out of control.



The large Florence Fire, which had started approximately 30 miles (48 km) north of the border, eventually joined what was known as the Sour Biscuit Fire, which was burning very close to the border. Once the massive Biscuit Fire was created, it could not be fully contained until December 31, 2002. The fire destroyed 4 primary residences and 10 other structures, put 15,000 residents on evacuation notice and burned most of the 180,000-acre (730 km<sup>2</sup>) Kalmiopsis Wilderness. Despite the level of destruction, there were no deaths attributed to the fire.

### 3.1.5 Tornadoes

#### Date/ Location/ Description; Remarks

June 1897/ Bay City, Oregon/ observed; no damage recorded

Oct. 1934/ Clatskanie, Oregon/ observed; no damage

Apr. 1960/ Coquille, Oregon/ accompanied by heavy rain; no damage

Nov. 1965/ Rainier, Oregon/ crossed Columbia River; two buildings damaged

Oct. 1966/ Seaside, Oregon windows broken, telephone lines down, outdoor signs destroyed

Oct, 1967/ Near Astoria, Oregon airport/ began over ocean and moved inland; several homes and commercial buildings damaged

Dec, 1973/ Newport, Oregon/ some roof damage

Dec. 1975/ Tillamook, Oregon/ 90 mph wind speed; damage to several buildings

Aug. 1978/ Scappoose, Oregon/ manufactured home destroyed; other damage

**Mar. 1983/ Brookings, Oregon/ minor damage**

Nov. 1984/ Waldport, Oregon/ damage to automobiles and roofs

Feb. 1994/ Near Warrenton, Oregon/ damage in local park

**Nov. 2002/ Curry County, Oregon/ \$500,000.00 in property damage**

Nov. 2009/ Lincoln County, Oregon/ \$35,000 in property damage, damage to homes and automobiles

**Sources:** National Weather Service, Portland-Taylor and Hatton (1999);  
National Climatic Data Center (2013) Storm Events Database  
<http://www.ncdc.noaa.gov/stormevents>;

Hazards & Vulnerability Research Institute (2007);  
The Spatial Hazard Events and Losses Database for the United States, Version 5.1  
[Online Database], Columbia, SC;  
University of South Carolina-Available from <http://www.sheldus.org>;  
National Climatic Data Center (2013), US Tornado Climatology,  
<http://www.ncdc.noaa.gov/oa/climate/severeweather/tornadoes.html>

As aforementioned, the mitigation efforts described in the section of this report entitled “**Floods/Storm Surge**” also largely provide protection against the effects associated with tornados (damage to dock systems, embankments and shoreline structures).

### **3.2 Land Uses and Future Development Trends**

The land uses within the POBH 's service areas varies from commercial, industrial and public use. The rate of new development has been low in recent years and has been mostly industrial.

The District necessarily extends its distribution system to areas of new development. For such extensions, the District conforms to current seismic design requirements.

Therefore, the risk from seismic hazards is much lower than for older parts of the system designed to lower seismic standards or for system elements nearing the end of their useful lifetime. Similarly, for new construction, the District follows prevailing codes and standards.

## **4.0 Mission Statement, Goals, Objectives and Action Items**

### **4.1 Mission Statement**

The mission statement of the POBH's NHMP is:

Proactively facilitate and support district-wide policies, practices, programs, and actions that make the POBH more disaster resistant and disaster resilient.

### **4.2 Mitigation Goals**

The POBH 's mitigation goals are:

Goal 1: Reduce Threats to Life Safety,

Goal 2: Reduce Damage to District Facilities and the Environment, and

Goal 3: Reduce the Frequency and Duration of Outages.

## **4.3 Mitigation Action Items**

### **4.3.1 Prioritization of Mitigation Actions**

The POBH prioritization of mitigation actions included the following factors:

1. The mission statement of the NHMP:  
Proactively facilitate and support district-wide policies, practices, programs, and actions that make the POBH more disaster resistant and resilient.
2. The POBH 's mitigation goals:  
Goal 1: Reduce Threats to Life Safety,  
Goal 2: Reduce Damage to District Facilities and the Environment, and  
Goal 3: Reduce the Frequency and Duration of Outages.
3. Benefit-cost analysis to ensure that mitigation projects are cost effective, with benefit exceeding the costs.
4. The STAPLEE process to ensure that mitigation action items under consideration for implementation meet the needs and objectives of the District, its communities, and citizens, by considering the social, technical, administrative, political, economic and environmental aspects of potential projects.
5. The District does not have the resources (capability) to implement the action within the duration of this NHMP.

**Table 1  
POBH 's Mitigation Action Items**

Rank	ACTIONS	Timeline	Source of Funds	Lead Agency	Support Agency	Hazard(s) Addressed	Life Safety	Damage Reduction
1	Evaluate and prioritize mitigation measures for the above hazards as funding becomes available (Pages 11 – 22).	Ongoing	POBH	POBH Port Manager Project Manager		Floods Storm Surge Tsunamis Earthquakes Wildland Fires Tornados	X	X
1	Ensure that new infrastructure components are adequately designed to minimize risk from natural hazards.	Ongoing	POBH	POBH Port Manager Project Manager		Floods Storm Surge Tsunamis Earthquakes Wildland Fires Tornados	X	X
1	Evaluate the seismic vulnerabilities of embankments and overstructures, and prioritize replacements with seismically designed stabilizing methods.	Ongoing	POBH	POBH Port Manager Project Manager		Tsunamis Earthquakes	X	X
1	Ensure that new infrastructure components are adequately designed to minimize risk from natural hazards.	Ongoing	POBH	POBH Port Manager Project Manager		Floods Storm Surge Tsunamis Earthquakes Wildland Fires	X	X

Rank	ACTIONS	Timeline	Source of Funds	Lead Agency	Support Agency	Hazard(s) Addressed	Life Safety	Damage Reduction
						Tornados		
1	Inventory system infrastructure locations subject to flood damages, including scour/erosion.	Ongoing	POBH	POBH		Floods Storm Surge Tsunamis	X	X
2	Implement an In-House Dredging Program.	2023-2024	FEMA, BO	FEMA	USACE	Floods Storm Surge Tsunamis Wildland Fires	X	X
3	Wastewater Treatment System, Old Pac Choice Dock Repair.	2023-2025	Community Grants Program	EPA R10	DEQ	Floods Storm Surge Tsunamis	X	X
4	Ice House/Cold Storage & Docks Areas-Stormwater drainage.	2024-2025	HMGP, BO	FEMA		Floods Storm Surge Tsunamis SW Quality	X	X
5	Paving and Stormwater System Construction, Boatyard and Commercial Area.	2024-2025	HMGP, BO	FEMA		Floods Storm Surge Tsunamis SW Quality	X	X
6	Basin 2, West Wall Embankment Repair/Upgrade.	2025-2026	AOA, CDBG, OEM, POBH	HMGP, FEMA		Floods Storm Surge Tsunamis Earthquakes	X	X

Rank	ACTIONS	Timeline	Source of Funds	Lead Agency	Support Agency	Hazard(s) Addressed	Life Safety	Damage Reduction
7	Boardwalk Upgrade, H-pile/Concrete Section Stabilization/Upgrade.	2025-2026	State Lottery, POBH, CDBG, AOA	POBH Port Manager Project Manager		Floods Storm Surge Tsunamis Earthquakes	X	X
8	Travel Lift Ramp Replacement	2025-2026	State Lottery, POBH, HMGP, BO	HMGP, POBH		Floods Storm Surge Tsunamis Earthquakes	X	X
9	Beach Front RV Seawall Protection.	2025-2026	Community Grants Program	HMGP	FEMA	Floods Storm Surge Tsunamis	X	X
10	Paving and Stormwater System Construction, RV/Kite.	2026-2027	OEM via HMGP, BO	HMGP	FEMA	Floods Storm Surge Tsunamis	X	X
11	Commercial Receiving Docks.	2027-2028	CDBG, POBH, OEM, AOA	HMGP	FEMA	Floods Storm Surge Tsunamis	X	X
	Sport Basin, 92 (Phase I)* plus 90 additional (Phase II)** pole pile replacements- This repair was performed with steel piles with depth corrected installations and proper harnessing, thus hardening the dock systems against future storm damage.	Completed				Floods Storm Surge Tsunamis	X	X

Rank	ACTIONS	Timeline	Source of Funds	Lead Agency	Support Agency	Hazard(s) Addressed	Life Safety	Damage Reduction
	Sport Basin Boat Launch Ramp. The paving and stormwater system construction, embankments stabilization on the fuel dock approach and gangway alignment and - anchoring has repaired and upgraded the fuel dock and access. This repair and upgrade will prevent future landside and platform failures against predicted storm and flooding events.	Completed				Floods Storm Surge Tsunamis	X	X

AOA-Any Other Funding Source Available BO-Business Oregon CDBG-Community Development Block Grant FMA-Flood Mitigation Assistance OSMB-Oregon State Marine Board IFA-Infrastructure Finance Authority POBH-Port of Brookings Harbor NDM- Non-Disaster Mitigation Grant Program



## 5.0 MITIGATION PLAN: ADOPTION, IMPLEMENTATION AND MAINTENANCE

### 5.1 Overview

For a NHMP to be effective, it has to be implemented gradually over time, as resources become available. An effective NHMP must also be continually evaluated and periodically updated. The mitigation action items included in the POBH's NHMP will be accomplished effectively through a process which routinely considers and incorporates hazards and cost-effective mitigation into ongoing decision-making and capital improvement spending.

The following sections explain how the District has adopted and will implement and maintain the vitality of the District's NHMP.

### 5.2 Natural Hazards Mitigation Plan Adoption

#### Board of Directors Resolution Adopting the Port of Brookings Harbor (POBH's) Natural Hazards Mitigation Plan (NHMP)

<b>PORT OF BROOKINGS HARBOR CURRY COUNTY, OREGON</b>	
<b>RESOLUTION NO. 2023-00</b>	
<b>A RESOLUTION OF THE BOARD OF COMMISSIONERS ADOPTING THE PORT OF BROOKINGS HARBOR (POBH'S) NATURAL HAZARDS MITIGATION PLAN (NHMP)</b>	
<p><b>WHEREAS</b>, the Port of Brookings Harbor (the "Port") is a port district, organized and operated under provisions of ORS Chapter 777; and</p>	
<p><b>WHEREAS</b>, the POBH has determined that it is in the best interest of the District to establish, implement, and actively maintain a NHMP to reduce the long-term risks from natural hazards to POBH, and</p>	
<p><b>WHEREAS</b>, the POBH recognizes that the Federal Emergency Management Agency (FEMA) requires the District to have an approved NHMP as a condition of eligibility for receiving certain non- and post-disaster FEMA mitigation grant funds.</p>	
<p><b>NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF BROOKINGS HARBOR THAT:</b></p>	
<p>1. The POBH adopts the NHMP.</p>	
<p><b>APPROVED AND ADOPTED</b> by the Board of Commissioners this ___th day of _____, 2023.</p>	
<p>_____ Richard Heap, President</p>	<p>_____ Joseph Speir, Vice-President</p>
<p>_____ Sharon Hartung, Secretary/Treasurer</p>	<p>_____ Larry Jonas, Commissioner</p>
<p>_____ Daniel Fraser, Commissioner</p>	

See Attachment D for the copy of this Section 5.2 with Signatures and Titles below.

## **5.3 Implementation**

The Port Manager will have the lead responsibility for implementing the POBH NHMP, with ongoing support from the members assigned by the POBH Board of Commissioners.

### **5.3.1 Existing Authorities, Policies, Programs, Resources and Capabilities**

All special districts in Oregon have much narrower domains of authority than do cities and counties. The POBH's authorities are limited to constructing and maintaining its facilities and providing service to its customers.

As a special district, the POBH does not participate in the National Flood Insurance Program (NFIP).

The District's policies and programs that are related to hazard mitigation may be found in its Strategic Business Plan. The District's resources for hazard mitigation include staff responsible for these activities, and in a more limited way, funds and equipment, as supplemented by contractors and consultants when needed

The POBH has the necessary human resources to ensure that the District's NHMP will be an actively used planning document. District staff has been active in the preparation of the NHMP, and have gained an understating of the process and the desire to integrate the NHMP into ongoing capital budget planning. Through this linkage, the District's NHMP will be kept active and be a working document.

District staff has broad experience with planning and facilitating community input. This broad experience is directly applicable to hazard mitigation planning and to implementation of mitigation projects. If specialized expertise is necessary for a particular project, the District will contract with a consulting firm or other entity on an as-needed basis.

To ensure efficient, effective and timely implementation of the identified mitigation action items, the POBH will use the full range of its capabilities and resources and those of the community.

The District's goal is to implement as many of the elements of its mitigation strategy (action items) over the next five years as possible, commensurate with the extent of funding that becomes available.

### **5.3.2 Integration into Ongoing Programs**

As noted above, the POBH 's ongoing programs are more narrowly defined than those for cities and counties.

An important aspect of the NHMP's integration into ongoing plans and programs will be the inclusion of the NHMP's hazard identification, vulnerability, and risk evaluations and mitigation action items into ongoing comprehensive planning, capital improvement planning, operations, and other district activities. These include things such as system maintenance, periodic replacements or upgrades of infrastructure or modernization of facilities and future siting and construction of new infrastructure.

### **5.3.3 Cost Effectiveness of Mitigation Projects**

When the POBH considers whether or not to undertake specific mitigation projects or evaluate how to decide between competing mitigation projects, we must address questions that don't always have obvious answers, such as:

What is the nature of the impacts?

How frequent and how severe are the hazard impacts?

Who would benefit from the action and who would be disadvantaged if it were not undertaken?

Are our mitigation projects likely to be eligible for FEMA funding or will other funding sources be used?

The POBH recognizes that benefit-cost analysis is a powerful tool that can help provide solid, defensible answers to these difficult socio-political-economic-engineering questions. Benefit-cost analysis is required for all FEMA-funded mitigation projects, under both non-disaster and post-disaster mitigation programs.

However, regardless of whether or not FEMA funding is involved, benefit-cost analysis provides a sound basis for evaluating and prioritizing possible mitigation projects for any natural hazard. Thus, the district will use benefit-cost analysis and related economic tools, such as cost-effectiveness evaluation, to the extent practicable in prioritizing and implementing mitigation actions.

### **5.3.4 STAPLEE Process**

The POBH will also use the STAPLEE methodology to evaluate projects based on the Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLEE) considerations and opportunities for implementing particular mitigation action items in the district. The STAPLEE approach is helpful for doing a quick analysis of the feasibility of proposed mitigation projects. The following paragraphs outline the District's STAPLEE Approach.

#### **Social:**

- Is the proposed action socially acceptable to the community?
- Are there equity issues involved that would mean that one segment of the community is treated unfairly?

- Will the action cause social disruption?

**Technical:**

- Will the proposed action work?
- Will it create more problems than it solves?
- Does it solve a problem or only a symptom?
- Is it the most useful action in light of other goals?

**Administrative:**

- Is the action implementable?
- Is there someone to coordinate and lead the effort?
- Is there sufficient funding, staff, and technical support available?
- Are there ongoing administrative requirements that need to be met?

**Political:**

- Is the action politically acceptable?
- Is there public support both to implement and to maintain the project?

**Legal:** Include legal counsel, land use planners, and risk managers in this discussion.

- Who is authorized to implement the proposed action?
- Is there a clear legal basis or precedent for this activity?
- Will the district be liable for action or lack of action?
- Will the activity be challenged?

**Economic:**

- What are the costs and benefits of this action?
- Do the benefits exceed the costs?
- Are initial, maintenance, and administrative costs taken into account?
- Has funding been secured for the proposed action? If not, what are the potential funding sources (public, non-profit, and private)?
- How will this action affect the fiscal capability of the district?
- What burden will this action place on the tax base or economy?
- What are the budget and revenue effects of this activity?

## **Environmental:**

- How will the action impact the environment?
- Will the action need environmental regulatory approvals?
- Will it meet local and state regulatory requirements?
- Are endangered or threatened species likely to be affected?

## **5.4 NHMP Maintenance and Periodic Updating**

### **5.4.1 Periodic Monitoring, Evaluating and Updating**

Monitoring the POBH 's NHMP is an ongoing, long-term effort. An important aspect of monitoring is a continual process of ensuring that mitigation action items are being implemented and that the goals, objectives, and priorities established during the development of the District's NHMP remain current. The District has developed a process for regularly reviewing and updating the NHMP.

As noted previously, the Port Manager, will have the lead responsibility for implementing the POBH 's NHMP and for periodic monitoring, evaluating and updating of the NHMP. There will be ample opportunities to incorporate mitigation planning into ongoing activities and to seek grant support for specific mitigation projects.

The POBH 's NHMP will be reviewed annually as well as after any significant disaster event affecting the District. These reviews will determine whether there have been any significant changes in the understanding of hazards, vulnerability and risk, community profile, or any significant changes in goals, objectives and action items. These reviews will provide opportunities to incorporate new information into the NHMP, remove outdated items, and document completed action items. This will also be the time to recognize the success of the District in implementing action items contained in the NHMP. Annual reviews will also focus on identifying potential funding sources for the implementation of mitigation action items.

The periodic monitoring, evaluation and updating will assess whether or not, and to what extent, the following questions are applicable:

1. Do the NHMPs goals, objectives and action items still address current and future expected conditions?
2. Do the mitigation action items accurately reflect the District's current conditions and mitigation priorities?
3. Have the technical hazard, vulnerability and risk data been updated or changed?
4. Are current resources adequate for implanting the District's NHMP? If not are there other resources that may be available?

5. Are there any problems or impediments to implementation? If so, what are the solutions?
6. Have other agencies, partners, and the public participated as anticipated? If no, what measures can be taken to facilitate participation?
7. Have there been changes in federal and/or state laws pertaining to hazard mitigation in the District?
8. Have the FEMA requirements for the maintenance and updating of NHMPs changed?
9. What can the District learn from declared federal and/or state hazard events in other special districts that share similar characteristics to the POBH , such as vulnerabilities to earthquakes and tsunamis?
10. How have previously implemented mitigation measures performed in recent hazard events? This may include assessment of mitigation action items similar to those contained in the District's NHMP, but where hazard events occurred outside of the District.

The Board of Commissioners will review the results of these NHMP assessments, identify to the Board of POBH the actions that may be necessary to bring the NHMP back into conformance with the stated goals and objectives. Revisions of the NHMP will be taken to the POBH 's Board for formal approval as part of the District's ongoing NHMP maintenance and implementation program.

#### **5.4.2 Continued Public Involvement and Participation**

Implementation of the NHMP must continue to engage the entire community. Continued public involvement will be an integral part of the ongoing process of incorporating mitigation planning into capital planning and related activities within the communities served by the District, as well as of updating the NHMP.

The POBH NHMP will be available on the District's website. The POBH is committed to involving the public directly in the ongoing review and updating of the NHMP. This public involvement process will include public participation in the monitoring, evaluation and updating processes outlined in the previous section. Public involvement will intensify as the next 5-year update process unfolds. This process will provide the public with accessible and effective means to express their concerns, opinions, and ideas about any updates/changes that are proposed to the NHMP.

## **6.0 BENEFIT/COST ANALYSIS - PRELIMINARY**

### **6.1 Methodology**

The benefit-cost analysis (BCA) approach used in this analysis is a very conservative, lower-bound type approach in several important regards:

- The categories of damages and losses considered include present and expected physical damages to Brookings Harbor facilities. Damages to boats, economic losses to Brookings Harbor or to boat owners, including commercial fisherman, are not included in the BCA.
- Damages in all frequencies of storm surge events are included in the BCA, even though the proposed mitigation project would reduce damages in such events.
- For distant earthquake tsunamis, only events comparable to the March 2011 event are considered. Smaller distant earthquake tsunami events are not included in the BCA, even though the proposed mitigation project would reduce damages in such events.
- Cascadia Subduction Zone earthquake tsunamis are not considered in the BCA. We assume that damages and losses for these extreme events will be identical with and without mitigation; that is, that the proposed mitigation project has no benefits for such events. More realistically, the proposed mitigation project might result in somewhat lesser damages, even for severe tsunamis.

### **6.2 Data Inputs for Benefit-Cost Analysis**

#### **6.2.1 Floods/Storm Surge Events**

As described in Section 3.0, Hazard Identification, Vulnerability, and Risk Assessment, of this NHMP, accelerated deterioration of vulnerable structures by the impacts of natural hazards, primarily Floods/Storm Surge, is attacking, and, in some cases demonstrated above, crippling the ability of the POBH to serve its residents, businesses and visitors.

This NHMP identifies mitigation actions that would be needed to halt and reverse the increasing losses of utility and function at Sport Basin (Basin 1), the Boardwalk North Deck, the Transient Dock, the Commercial Basin (Basin 2) Docks, Fuel Dock Upland Storage Area Landing, Embankments, RV Area and the Commercial Receiving Docks.

Based on the present observed rate of loss of utility of these above listed service areas, it is expected that 10% of the Basin 1 capacity, 100% of the Boardwalk North Deck, 25% of the Transient Dock, 48% of the Basin 2 capacity, 100% of the Fuel Dock Upland Storage Area Landing, 75% of the embankments and 68% of the Commercial Receiving Docks will not be practically available to the POBH within the

next 5 – 7 years, approaching 100% loss of all above-listed service areas, and thus the effective loss of the POBH in its entirety, occurring over the next 7 – 10 years.

Thus POBH would be in the position that it was no longer able to operate. The importance of this NHMP is therefore very evident to the Board of Commissioners and Port Management.

For the purposes of this NHMP, the economic impact is evaluated below.

### **6.3 Results**

Section 1.0 of this NHMP identifies the following economic benefits for the operation of this Port:

- 1) Totally Port related Oregon Employment of 860 jobs (706 direct and 150 for indirect/induced);
- 2) Oregon output (gross sales) were nearly \$67.9 million (\$40.9 million direct and \$27. million in direct/induced);
- 3) Oregon real Gross Domestic Product of \$39.4 million (\$22.65 million direct and \$16.78 million in direct/induced);
- 4) Oregon labor income of \$23.93 million (\$12.89 million direct and \$11.05 million in direct/induced);
- 5) Annual local and Oregon tax revenue/payments of \$4.21 million (\$1.26 million in local and \$2.95 million in state tax revenues);
- 6) Annual federal tax/payments by Oregon enterprises and employees of \$5.12 million.

Based on the assessment of the condition of the above-listed areas and facilities and their observed rate of deterioration, a 100% loss overall for the inter-dependent above-listed five items (employment, gross sales, real Gross Domestic Product, labor income and state/federal taxes would exceed \$119,023,000 over the next 7 - 10 years.

The benefit/cost ratio, when considering the direct and indirect gross sales benefit /estimated mitigation costs over the next 7 - 10 years, would be about 2.6. When considering the direct and indirect total economic benefit provided by the POBH/estimated mitigation costs over the next 7 - 10 years, the benefit/cost ratio would be about 4.5.



## 7.0 FUNDING SOURCES

### 7.1 Potential Resources

Oregon utilizes a number of local, state and federal funding sources to support natural hazard mitigation projects and planning. In general, FEMA Hazard Mitigation Assistance (HMA) grants figure prominently in the state's funding strategy. Several of the grant programs are available "non-disaster" while others are available only after a federally declared disaster has occurred.

State funding to support hazard mitigation and risk reduction remains limited. However, Oregon has an excellent track record of leveraging limited local resources to successfully complete mitigation planning and projects throughout the state. State funding often consists of "General Fund" money that pays for the labor costs of state officials who are working to support local and statewide hazard mitigation activities. These labor costs are often used as non-federal cost share for projects that are otherwise federally funded. For example, all of OEM's mitigation staff are funded in part by state dollars that are used to match other federal, homeland security based funding sources. Notably, the majority of state-level staff positions dedicated to hazard mitigation planning and implementation (and a growing number of those at the local level) are funded through federal programs or grants.

Chief among the federal funding sources used to support local mitigation planning in Oregon is FEMA's Non-Disaster Mitigation Grant Program (NDM). NDM funds generally support one or more local mitigation projects each year as well. The Flood Mitigation Assistance Program (FMA) provides federal funds for flood mitigation projects. FEMA's Risk MAP Program also provides funding for hazard studies, flood mapping products, risk assessment tools, mitigation, and planning and outreach support.

Post-disaster, the Hazard Mitigation Grant Program (HMGP), Public Assistance (PA) Program, and Small Business Association's (SBA) Physical Disaster Loan Program each support varying levels and types of mitigation planning and projects. Oregon has experienced ten presidentially declared disasters over the past 10-years. Each of these disaster declarations has opened up funds through HMGP that Oregon has used to support local and statewide hazard mitigation planning as well as numerous local mitigation projects. In addition, cities, counties and special districts utilize a variety of funding mechanisms to support local mitigation projects. Capital improvement funds, service fees, general funds, levies and local grants are used to support mitigation projects across Oregon. For example, Lincoln County voters have approved several bond measures that specifically supported the relocation of schools outside the tsunami inundation zone. In one case, local bond funds leveraged the first FEMA supported (NDM) tsunami school buy-out in the nation. These examples reflect the creative, innovative and pro-active methods communities in Oregon are using to support risk reduction.

### 7.1.1 Federal Funding Sources Non-Disaster

#### *Unified Hazard Mitigation Assistance (HMA)*

According to the 2013 HMA Program Guidance, U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) HMA programs present a "...critical opportunity to reduce the risk to individuals and property from natural hazards while simultaneously reducing reliance on Federal disaster funds."

HMA programs include the following:

- 1) Building Resilient Infrastructure and Communities (BRIC) Grant Program
- 2) Flood Mitigation Assistance Program; and

Together, they fund hazard mitigation plans and projects and span non- and post-disaster environments. HMA programs are intended to reduce community vulnerability to disasters.

Specific information about each HMA grant program is presented below.

#### *The Building Resilient Infrastructure and Communities (BRIC) grant program*

The Building Resilient Infrastructure and Communities (BRIC) grant program is an annual FEMA funding program for hazard mitigation. BRIC will support states, local communities, and territories, as they undertake hazard mitigation projects to reduce the risk from natural hazards.

The BRIC grant program gives states, local communities, tribes and territories funding to address future risks to natural disasters, including ones involving: wildfires, drought, hurricanes, earthquakes, extreme heat, and flooding. Addressing these risks helps make communities more resilient.

The program offers an increased cost share, 90% federal share, for Economically Disadvantaged Rural Communities as well as 100% management costs for all. One unique element of this program is the funding structure comprised of three separate application opportunities.

#### *Flood Mitigation Assistance Program*

The Flood Mitigation Assistance (FMA) Program was authorized by the National Flood Insurance Reform Act of 1994 and amended by the Biggert-Waters Flood Insurance Reform Act of 2012. Among other provisions, the amendments dissolved the Severe Repetitive Loss and Repetitive Flood Claims Programs, incorporating their provisions into other existing programs.

The FMA Program provides Federal grant funds to pay for up to 100% of the cost of eligible mitigation activities, such as acquiring and demolishing, or elevating SRL structures. In some cases, moving a structure out of the floodplain to high ground (relocation) is a practicable alternative. In addition, mitigated properties may qualify for reduced flood insurance rates. The overall goal of the Flood Mitigation Assistance (FMA) Program is to fund cost-effective measures that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other National Flood Insurance Program (NFIP) insurable structures.

The Oregon Department of Emergency Management (ODEM) is the applicant for FMA Program grants; cities and counties are eligible sub-applicants. OEM submits project sub applications for FEMA's consideration in accordance with FEMA and State priorities for the annual grant offering. FEMA's priorities are set forth each year in the grant solicitation. The State then ranks qualifying projects accordingly to ensure a high likelihood of grant award. OEM, with assistance from DLCD, annually reaches out to communities with FEMA-identified SRL and RL properties before FEMA's formal program announcement to make them aware of the program, to train potential sub-applicants on the application and grants management process, and to collect information necessary to develop projects, including owner's willingness to participate voluntarily. Once FEMA releases a formal program announcement, OEM and DLCD follow up with specific technical assistance to help develop sub-applications for projects that are both ready to proceed and most likely to receive grant funding.

The FMA Program also offers funding for:

- 1) Planning - to prepare flood mitigation plans (as part of a community's natural hazards mitigation plan); and
- 2) Management Cost Funding - for the sub-grantee and grantee to help administer the FMA program and activities.

Although FEMA can provide federal funds for flood hazard planning, Oregon generally does not pursue planning grants under FMA because funds can only be used to update the flood hazard chapter of a local mitigation plan and we are generally successful at developing and updating all hazards mitigation plans through the annual Non-Disaster Mitigation Program (NDM).

#### *NOAA Coastal Zone Management Program*

Coastal Zone Management Program works with coastal states and territories to address a wide range of issues including climate change, coastal hazards, coastal development, public access, habitat protection, water quality, ocean governance and planning, and planning for energy facilities. Key elements of the program include:

- 1) Protecting natural resources,

- 2) Managing development in high hazard areas,
- 3) Giving development priority to coastal-dependent uses,
- 4) Providing public access for recreation,
- 5) Prioritizing water-dependent uses, and
- 6) Coordinating state and federal actions.

While the legislation includes basic requirements for state partners, it also allows the flexibility needed to design programs that best address local challenges and work within state and local laws and regulations. By using both federal and state funds, the program strengthens the capabilities of each partner to address coastal issues.

### *National Fire Plan*

The National Fire Plan was developed in August 2000, following a landmark wildland fire season, with the intent of actively responding to severe wildland fires and their impacts to communities while ensuring sufficient firefighting capacity for the future. The NFP addresses five key points: Firefighting, Rehabilitation, Hazardous Fuels Reduction, Community Assistance, and Accountability. The National Fire Plan continues to provide invaluable technical, financial, and resource guidance and support for wildland fire management across the U.S. Together, the USDA Forest Service and the Department of the Interior are working to successfully implement the key points outlined in the National Fire Plan by taking the following steps:

- 1) Assuring that necessary firefighting resources and personnel are available to respond to wildland fires that threaten lives and property;
- 2) Conducting emergency stabilization and rehabilitation activities on landscapes and communities affected by wildland fire;
- 3) Reducing hazardous fuels (dry brush and trees that have accumulated and increase the likelihood of unusually large fires) in the country's forests and rangelands;
- 4) Providing assistance to communities that have been or may be threatened by wildland fire; and
- 5) Committing to the Wildland Fire Leadership Council, an interagency team created to set and maintain high standards for wildland fire management on public lands.

## **7.1.2 Federal Funding Sources Post-Disaster**

### *Hazard Mitigation Grant Program*

FEMA's Hazard Mitigation Grant Program (HMGP) was created in November 1988 under the authority of the Stafford Act, Section 404. The HMGP assists states and local governments to implement long-term hazard mitigation measures following a Presidential major disaster declaration. Initially, the federal cost-share for projects was established at 50%; however, in 1993 that portion was increased to 75% of a project's total eligible costs. Objectives of HMGP include:

- 1) preventing loss of lives and property due to disasters;
- 2) implementing state and local hazard mitigation plans;
- 3) enabling mitigation measures to be implemented during immediate recovery from a disaster; and
- 4) providing funding for previously identified mitigation measures that benefit the disaster area.

Effective November 2004, the state and its applicants must minimally have a FEMA-approved natural hazards mitigation plan (44 CFR Section 201) to qualify for HMGP funding. Eligible applicants for the HMGP are the same as for the Public Assistance Program (Stafford Act, Section 406):

- 1) state and local governments (including special districts);
  - 2) certain private nonprofit organizations or institutions; and
  - 3) Native American nations and authorized organizations (in Oregon these entities have a direct relationship with FEMA and do not apply through the state).
  - 4) Homeowners and businesses, whose properties can benefit from hazard mitigation measures, cannot apply directly for HMGP funding, but rather must be represented by an eligible applicant, such as the city or county where their project is located.
- HMGP activities are managed by the Office of Emergency Management as grantee.

The state develops a program administrative plan, solicits applicant interest and project applications, establishes priorities and selection criteria, reviews and selects projects. FEMA reviews all projects submitted by the state, conducts the required environmental reviews and benefit/cost analyses, and approves projects for funding.

The amount of HMGP funding available to the state is calculated at 15% of the federal funds spent on FEMA Public Assistance and Human Services Programs (minus administrative expenses) for each disaster. When a state has a FEMA-approved *enhanced* state hazard mitigation plan (Section 201.5), the calculated amount of HMGP funding increases to 20% of the federal funds spent on FEMA Public Assistance and Human Services Programs.

HMGP allows the state to set-aside up to 5% of the total obligation for projects that are not specifically hazard mitigation, such as warning systems. Another set-aside of 7% of the total HMGP obligation can be earmarked to state and local natural hazards mitigation planning. Although HMGP project funding is intended for use in the disaster-declared counties, it can be, at the state's request, used in non-declared counties for eligible hazard mitigation projects.

#### *Public Assistance Program*

The FEMA Public Assistance (PA) Program (Stafford Act, Section 406) provides disaster response and recovery assistance to communities following a Presidential Disaster Declaration.

PA primarily supports debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. However, PA also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process. Federal assistance is provided at 75% or more of the eligible costs with the balance of funds provided by the grantee/sub-grantee.

#### *Physical Disaster Loan Program*

When Physical Disaster Loans are made to homeowners and businesses by the U.S. Small Business Administration (SBA) following disaster declarations, up to 20% of the loan amount can go toward specific measures taken to protect against recurring damage in similar future disasters.

#### *Increased Cost of Compliance (ICC)*

The standard Flood Insurance Policy has a provision that will pay the policy holder to comply with a state or local floodplain management law or ordinance regulating repair or reconstruction of a structure that has suffered flood damage and meets other eligibility criteria, such as receiving a substantial damage or repetitive loss determination from a local official. Mitigation activities eligible for payment are: elevation, floodproofing, relocation, or demolition (or any combination of these activities) of the structure. The private-party premium payments are considered non-federal cost share as long as the claim is made within the timeframes allowed by the NFIP. In addition, if the ICC payment is being used as a sub-applicant's non-Federal cost share, the NFIP policy holder must assign the claim to the sub applicant (city or county). Policyholders may receive up to \$30,000 under this coverage.

### **7.1.3 State Funding Sources**

#### *General Fund*

State general fund money pays for the labor costs of state officials working on mitigation projects for their agencies; these labor costs can be used as non-federal cost-share for projects that are otherwise federally funded. The state also occasionally contributes cash match through one of several funding mechanisms, such as portions of state agency budgets funded by a state source of revenue.

#### *Seismic Rehabilitation Grant Program*

The Seismic Rehabilitation Grant Program (SRGP) provides state funds to strengthen public schools and emergency services buildings so they will be less damaged during an earthquake.

Administration of the SRGP was transferred from the Oregon Office of Emergency Management (OEM) to Business Oregon's Infrastructure Finance Authority (Business OR-IFA) on January 1, 2014. The SRGP is a competitive grant program that provides state funds on a reimbursable basis for seismic rehabilitation of critical public buildings:

- 1) Hospital buildings with acute inpatient care facilities;
- 2) Fire stations;
- 3) Police stations;
- 4) Sheriffs' offices; and
- 5) Other facilities used by state, county, or district municipal law enforcement agencies.

SRGP grants are awarded on a competitive basis, and the maximum grant award is \$1.5 million.

#### *Community Development Block Grant*

Community Development Block Grants (CDBG) are made available to communities in the State of Oregon, usually via the Infrastructure Finance Authority with funding provided by the U.S. Department of Housing and Urban Development (HUD). While these grants originate with a federal agency, the funding is usually considered non-federal for matching grant purposes (i.e., CDBG can usually be utilized as non-federal match to other federal funding sources).

In 1981 Congress amended the Housing and Community Development Act of 1974 (HCD Act) to give each state the opportunity to administer CDBG funds for non-entitlement areas. These areas include those local governments that do not receive CDBG funds directly from HUD as part of the entitlement program (entitlement cities and urban counties). Non-entitlement areas are cities with populations of less than 50,000, and counties with populations of less than 200,000 although some entitlement cities have a population of less than 50,000 (cities that are designated central cities of metropolitan statistical areas).

The primary statutory objective of the CDBG Program is to develop viable communities by revitalizing neighborhoods, expanding affordable housing and economic opportunities, and improving community facilities and services, principally for persons of low and moderate income.

The state must ensure that a specified percent of its CDBG grant funds are used for activities that benefit low and moderate-income persons over a three-year time period.

However, states may also use their funds to meet other urgent community development needs. A need is considered urgent if it poses a serious and immediate threat to the health or welfare of the community, has arisen in the past 18 months, and the project serves primarily low to moderate-income residents.

For example, funds can be used as the non-federal match for eligible HMGP, PDM, and FMA Program projects.

#### *Community Development Block Grant – Disaster Recovery*

In addition to CDBG funds made available to the state on an annual basis, special HUD funding can become available to the state as a result of natural disasters. This HUD assistance supplements assistance from FEMA and other federal agencies. Traditionally, funds provided via HUD disaster recovery initiatives can be used for long-term recovery efforts, property acquisitions, relocations, and other efforts to reduce future damage. The program is intended to give communities flexibility in meeting local needs quickly. Unless restricted by regulation, these funds can also be used as non-federal, local match for eligible HMGP, PDM, and FMA Program projects.

#### *Oregon Watershed Enhancement Board*

Previously known as the Governor's Watershed Enhancement Board (GWEB), the Oregon Watershed Enhancement Board (OWEB) was created by the 1987 Oregon Legislature. OWEB is charged with supporting implementation of *The Oregon Plan for Salmon and Watersheds*, which includes the Oregon Coastal Salmon Restoration Initiative (OCSRI) and the Healthy Streams Partnership.

In 1995 the Legislature directed OWEB to provide support to watershed councils. OWEB directs a grant program through the Natural Resources Division of the Oregon Department of Agriculture by which each of the state's 45 soil and water conservation districts may apply for funds for watershed enhancement projects.

While OWEB's primary responsibilities are implementing projects addressing coastal salmon restoration and improving water quality statewide, these projects can sometimes also benefit efforts to reduce flood and landslide hazards. In addition, OWEB conducts watershed workshops for landowners, watershed councils, educators, and others, and conducts a biennial conference highlighting watershed efforts statewide.

Funding for OWEB programs comes from the general fund, state lottery, timber tax revenues, license plate revenues, angling license fees, and other sources. OWEB awards approximately \$20 million in funding annually.

#### *Oregon Local Disaster Assistance Loan and Grant Account*

Through the Local Disaster Loan and Grant Account, the Oregon Legislature makes loans to local governments, special districts, and school districts to match federal disaster relief funding for federally declared disasters. It also provides loans and grants to the same entities for paying the costs of responding to disasters whether or not they are federally declared.



The ODEM may use a small percentage of the loan amount to cover the cost of administering the loan. Prior to the 2012 legislative session, this account was a source of loans only. The 2012 Oregon Legislature amended the program to make this account a source of grant funds as well.

# ACTION ITEM – A

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**DATE:** September 20, 2023  
**RE:** Approve Signature for Bank Account  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- New Board member will need to be approved onto the Umpqua Bank Accounts.

## DOCUMENTS

- No documents

## COMMISSIONERS ACTION

- Recommended Motion:
  - 1) Motion to remove Ken Range as a signer on all Umpqua Bank Accounts for the Port of Brookings Harbor.
  - 2) Motion to add Daniel Fraser as a signer on all Umpqua Bank Accounts for the Port of Brookings Harbor.

# ACTION ITEM – B

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**DATE:** September 20, 2023  
**RE:** Pacific Fishing LLC, Lease Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## **OVERVIEW**

- Pacific Fishing previous lease was dated May 1, 2020 through April 30, 2023.
- Currently have been paying month to month.
- Lease has 1 option for an additional 3-year term.
- New lease will commence on October 1, 2023 and continue through September 30, 2026.

## **DOCUMENTS**

- Lease Agreement, 11 pages

## **COMMISSIONERS ACTION**

- Recommended Motion:  
Motion to approve Pacific Fishing LLC, Lease Agreement for the warehouse storage beginning October 1, 2023 through September 30, 2026.

**COMMERCIAL LEASE AGREEMENT**  
**Pacific Fishing, LLC**

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 1st day of October, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the “Landlord”) and **Pacific Fishing, LLC** an Oregon limited liability company (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 1,900 square-foot of warehouse storage space, (the “Leased Premises,” as described in in Exhibit “1”), located at 16060 Lower Harbor Road, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is three (3) years commencing October 1st, 2023 and continuing through September 30, 2026.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Nine Hundred Thirty-One Dollars (\$931.00) per month, as calculated below, payable on the first day of each month commencing October 1, 2023. The base rental rate is the rate of:

1. The warehouse storage space consists of 1,900 square feet of property at a square footage rate Nine Hundred Thirty-One Dollars (\$931.00) per month.

c. Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided Tenant a) is not in default of this lease at the time the option is exercised and 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. 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.
  - 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 storage space 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.** Tenant will be responsible for their own trash generated in their leased area.
- 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.

<b>PORT OF BROOKINGS HARBOR, LANLORD</b>	<b>PACIFIC FISHING, LLC TENANT</b>
Dated: _____  By: _____ Richard Heap, Board President  ATTEST:  _____	Dated: _____  By: _____  Name: _____  Its: _____
Mailing Address: P.O. Box 848 Brookings, OR 97415  Phone: 541-469-2218 Fax:	Mailing Address: P.O. Box 70 Warrenton, OR 97146  Phone: 541-294-2675 Fax:

# EXHIBIT 1



# EXHIBIT 1



# ACTION ITEM – C

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**DATE:** September 20, 2023  
**RE:** South Coast Tours LLC, Lease Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## **OVERVIEW**

- South Coast Tours previous lease was dated June 1, 2019 through May 31, 2022.
- Currently have been paying month to month.
- Lease has 1 option for an additional 3-year term.
- Lease Amendment will exercise the option to extend the lease for an additional three years commencing June 1, 2022 and continue through May 31, 2025.

## **DOCUMENTS**

- Draft Lease Amendment No. 1, 1 page
- Lease Agreement, 1 page

## **COMMISSIONERS ACTION**

- Recommended Motion:  
Motion to approve South Coast Tours LLC, Lease Amendment No. 1.



**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

This lease amendment ("Amendment") is entered into by and between the **Port of Brookings Harbor** ("Landlord") and **South Coast Tours LLC** ("Tenant") to amend the terms of the commercial lease dated June 1, 2019.

**1. WAIVER.** Landlord waives Tenant's default for failing to provide at least 90 days' advance written notice of Tenant's intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant's obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

**2. AMENDMENTS.** The following terms of the commercial lease agreement are amended as follows:

A. The paragraph 2.b. is amended to read as follows:

*The initial term of this lease was for three years. Tenant exercised its option to extend the lease for an additional three years commencing **June 1, 2022** and continuing through **May 31, 2025**.*

B. Paragraphs 2.c. and 2.d. are deleted from the lease agreement.

**3. OTHER TERMS AND CONDITIONS.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. All other terms and conditions of the original Lease remain in full force and effect and remain unaffected hereby. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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

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

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>SOUTH COAST TOURS LLC Tenant</b>
Dated: _____  By: _____ Richard Heap, Board President  ATTEST:  _____ Commissioner	Dated: _____  By: _____

COMMERCIAL LEASE AGREEMENT  
SOUTH COAST TOURS LLC



This lease is made and entered into at Brookings, Oregon, effective the 1st day of June, 2019, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **South Coast Tours LLC** an Oregon limited liability company (hereinafter referred to as "Tenant," whether one or more, and each agreeing to be bound by and held jointly and severally liable under the terms and conditions of this Lease).

1. **Leased Premises.** Landlord hereby leases to Tenant the following described properties located in the Port of Brookings Harbor on the terms and conditions stated below:
  - a. Approximately 87 square-feet of dock space located at 16350 Lower Harbor Road, Brookings, Oregon, as shown in Exhibit "A" and "B", attached hereto and incorporated herein by this reference (the "Leased Premises").
  
2. **Lease Term and Base Rental.**
  - a. The base rental rate for the Leased Premises shall be \$0.63 per square foot per month for a total of Fifty-Four and 81/100 Dollars per month (\$54.81), payable on the first day of each month commencing June 1, 2019.
  - b. The initial term of this lease shall be three (3) years commencing June 1, 2019 and continuing through May 31, 2022.
  - c. Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease for one (1) additional three (3) year term upon terms and conditions to be negotiated, provided that Tenant: (a) is not in default of this lease at the time the option is exercised; and (b) Landlord does not need the Leased Premises 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. 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 shall terminate Tenant's option to renew.

# ACTION ITEM – D

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**DATE:** September 20, 2023  
**RE:** Boat Shop and More LLC, Lease Amendment No. 2  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Boat Shop and More previous lease was dated November 1, 2020 through October 31, 2023.
- Amendment No. 1 was to reduce square footage and operation of the Boat Yard.
- Lease has 1 option for an additional 3-year term.
- Lease Amendment will exercise the option to extend the lease for an additional three years commencing November 1, 2023 and continue through October 31, 2026.

## DOCUMENTS

- Draft Lease Amendment No. 2, 1 page
- Lease Amendment No. 1, 5 pages
- Lease Agreement, 1 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Boat Shop & More LLC, Lease Amendment No. 2.

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 2**

This lease amendment (“Amendment”) is entered into by and between the **Port of Brookings Harbor** (“Landlord”) and **Boat Shop and More LLC** (“Tenant”) to amend the terms of the Commercial Lease Agreement dated November 1, 2020, as amended by that Commercial Lease Agreement Amendment No. 1 dated September 26, 2022 (collectively, the “Lease”).

**1. WAIVER.** Landlord waives Tenant’s default for failing to provide at least 90 days’ advance written notice of Tenant’s intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant’s obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

**2. AMENDMENTS.** The following terms of the commercial lease agreement are amended as follows:

A. The paragraph 2.a. is amended to read as follows:

*The initial term of this lease was for three years. Tenant exercised its option to extend the lease for an additional three years commencing **November 1, 2023** and continuing through **October 31, 2026**.*

**3. OTHER TERMS AND CONDITIONS.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. All other terms and conditions of the original Lease and Amendment No. 1 remain in full force and effect and remain unaffected hereby. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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

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

<p><b>PORT OF BROOKINGS HARBOR, Landlord</b></p>	<p><b>BOAT SHOP and MORE LLC Tenant</b></p>
<p>Dated: _____</p> <p>By: _____ Richard Heap, Board President</p> <p>ATTEST:</p> <p>_____</p> <p>Commissioner</p>	<p>Dated: _____</p> <p>By: _____ Kenneth Francis Owner</p>

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

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

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

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

- a. Approximately 5,265 square-feet of warehouse-shop building space, as depicted in Exhibit "A", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Building Premises").
- b. Approximately 2,700 square-feet of bare ground space, as depicted in Exhibit "B", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Storage 1 Premises").
- c. Approximately 3,900 square-feet of bare ground space, as depicted in Exhibit "C", located at 16060 Lower Harbor Road, Brookings, Oregon (referred to herein as the "Storage 2 Premises," collectively with the Building Premises and Storage 1 Premises, the "Leased Premises").

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

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

1. The warehouse-shop building space consisting of 5,265 square feet of property at a reduced rent due to the condition of the building at approx. \$0.25 per square foot per month, for a total of One Thousand Three Hundred Sixteen and 25/100 Dollars (\$1,316.25) per month.
2. The bare ground space consisting of 2,700 square feet of property for a vessel service area at approx. \$.08 per square foot per month, for a total of Two Hundred Sixteen Dollars (\$216.00) per month.
3. The bare ground space consisting of 3,900 square feet of property for a vessel service or storage area at approx. \$.08 per square foot per month, for a total of Three Hundred Twelve Dollars (\$312.00) per month.

C. Paragraph 10 is amended to read as follows:

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.

- c. Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Building Premises.
- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Building Premises."

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

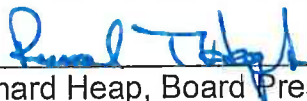

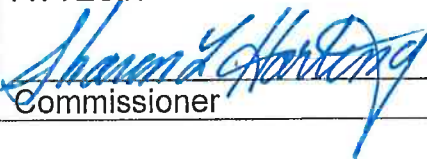
"Tenant's failure to comply with any other material provision of this Lease.

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

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

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

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

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>BOAT SHOP AND MORE LLC Tenant</b>
Dated: <u>9-26-2022</u> By: <u></u> Richard Heap, Board President	Dated: <u>9/26/2022</u> By: <u></u> Kenneth Francis Owner
ATTEST: <u></u> Commissioner	

# Port of Brookings Harbor Exhibit A

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



# Port of Brookings Harbor Exhibit B

Boat Service / Storage Area at 16060 Lower Harbor Road

Dimensions 90' by 30'

Total area used 2,700 square feet





# Port of Brookings Harbor Exhibit C

Boat Service Area at 16060 Lower Harbor Road

Dimensions 60' by 65'

Total area used 3,900 square feet



**COMMERCIAL LEASE AGREEMENT  
BOAT SHOP AND MORE, LLC**

This lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of November, 2020, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and **Boat Shop and More, LLC** (hereinafter referred to as "Tenant").

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
  - a. Approximately 5,265 square-feet of warehouse-shop building space, (the Leased Premises, as described in Exhibit "A"), located at 16060 Lower Harbor Road, Brookings, Oregon.
  - b. Approximately 18,763 square-feet of bare ground space, (the Leased Premises, as described in Exhibit "B"), located at 16060 Lower Harbor Road, Brookings, Oregon.
  - c. Approximately 6,995 square-feet of bare ground space, (the Leased Premises, as described in Exhibit "C"), located at 16060 Lower Harbor Road, Brookings, Oregon.
  
2. **Lease Term and Base Rental Rate.**
  - a. **Initial Term.** The initial term of this lease is three (3) years commencing November 1, 2020 and continuing through October 31, 2023.
  - b. **Base Rental Rate.** The base rental rate for the Leased Premises is Three Thousand Three Hundred Seventy-Six and 89/100 Dollars (\$3,376.89) per month, as calculated below, payable on the first day of each month commencing November 1, 2020. The base rental rate is the combined rate of:
    1. The warehouse-shop building space consisting of 5,265 square feet of property at a reduced rent due to the condition of the building at approx. \$0.25 per square foot per month, for a total of One Thousand Three Hundred Sixteen and 15/100 Dollars (\$1,316.25) per month.
    2. The bare ground space consisting of 18,763 square feet of property for a vessel service area at approx. \$.08 per square foot per month, for a total of One Thousand Five Hundred One and 04/100 Dollars (\$1,501.04) per month.
    3. The bare ground space consisting of 6,995 square feet of property for a vessel service or storage area at approx. \$.08 per square foot per month, for a total of Five Hundred Fifty-Nine and 60/100 Dollars (\$559.60) per month.
    4. Reduced Rent for Two Months. Tenant and the Port will need two months to remove equipment and materials from each warehouse-shop. In consideration of the amount of equipment and materials being relocated, no base rent will be due for the first two months.
    5. Boat haul-outs or lifts from Port 50-metric ton travel lift will be billable to the Port per established rates, subject to change from time to time.
  - c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for three (3) additional three (3) year term at terms and conditions to be negotiated,

# ACTION ITEM – E

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**DATE:** September 20, 2023  
**RE:** Slugs N Stones, Lease Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## **OVERVIEW**

- Slugs N Stones previous lease had exhausted its options for renewal.
- Initial term is 3 years.
- Lease Agreement will allow the option to extend the lease for two additional three-year terms.
- Lease will commence November 1, 2023 and continue through October 31, 2026.

## **DOCUMENTS**

- Draft Lease Agreement, 11 pages

## **COMMISSIONERS ACTION**

- Recommended Motion:  
Motion to approve Slugs N Stones Ice Cream Cones Lease Agreement beginning November 1, 2023 through October 31, 2026.

**COMMERCIAL LEASE AGREEMENT**  
**Slugs N Stones Ice Cream Cones**

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 1st day of November, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the “Landlord”) and **Marc and Darla A. Winegarden, dba Slugs N Stones Ice Cream Cones** (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 1,600 square-foot of ground space, (the “Leased Premises,” as described in in Exhibit “1”), located at 16360 Lower Harbor Road, Brookings, Oregon.
- b. The leased real property shall be used by Tenant for the operation of the current business and as commercial retail space only.

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

- a. **Initial Term.** The initial term of this lease is three (3) years commencing November 1st, 2023 and continuing through October 31, 2026.
- b. **Base Rental Rate.** The base rental rate for the Leased Premises is Five Hundred Seventy-six Dollars (\$576.00) per month, as calculated below, payable on the first day of each month commencing November 1, 2023. The base rental rate is the rate of:

- 1. The ground space consists of 1,600 square feet of property at a square footage rate Five Hundred Seventy-six Dollars (\$576.00) per month.

- c. Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for two (2) additional three (3) year term at terms and conditions to be negotiated, provided Tenant a) is not in default of this lease at the time the option is exercised and 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. 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.
- 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 to operate Slugs N Stones Ice Cream Cones 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.** Tenant will be responsible for their own trash generated in their leased area.
- 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.

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>Marc and Darla Winegarden, dba Slugs N Stones Ice Cream Cones Tenant</b>
Dated: _____  By: _____ Richard Heap, Board President  ATTEST:  _____ Commissioner	Dated: _____  By: _____ Marc Winegarden  Its: _____  By: _____ Darla Winegarden  Its: _____
Mailing Address: P.O. Box 848 Brookings, OR 97415  Phone: 541-469-2218 Fax:	Mailing Address: P.O. Box 2601 Brookings, OR 97146  Phone: Darla 541-661-1965 Phone: Marc 541-254-0583

# EXHIBIT "1"



# ACTION ITEM – F

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**DATE:** September 20, 2023  
**RE:** J Sloane Hair Studio LLC, Lease Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- J Sloane Hair Studio previous lease was dated July 1, 2020 through June 30, 2023.
- Currently have been paying month to month.
- Lease has 1 option for an additional 3-year term.
- Lease Amendment will exercise the option to extend the lease for an additional three years commencing July 1, 2023 and continue through June 30, 2026.

## DOCUMENTS

- Draft Lease Amendment No. 1, 1 page
- Lease Agreement, 1 page

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve J Sloane Hair Studio LLC, Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

This lease amendment (“Amendment”) is entered into by and between the **Port of Brookings Harbor** (“Landlord”) and **J Sloane Hair Studio LLC** (“Tenant”) to amend the terms of the amended and restated commercial lease dated July 1, 2020 (“Lease”).

**1. WAIVER.** Landlord waives Tenant’s default for failing to provide at least 90 days’ advance written notice of Tenant’s intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant’s obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

**2. AMENDMENTS.** The following terms of the commercial lease agreement are amended as follows:

A. The paragraph 2.a. is amended to read as follows:

The initial term of this lease was for three years. Tenant exercised its option to extend the lease for an additional three years commencing **July 1, 2023** and continuing through **June 30, 2026**.

B. Paragraphs 2.c. and 2.d. are deleted from the lease agreement.

**3. OTHER TERMS AND CONDITIONS.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. All other terms and conditions of the original Lease remain in full force and effect and remain unaffected hereby. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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

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

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>J Sloane Hair Studio LLC, Tenant</b>
Dated: _____	Dated: _____
By: _____ Richard Heap, President	By: _____ Tabitha Wilson, Owner
ATTEST:  _____	
Commissioner	



**AMENDED AND RESTATED  
COMMERCIAL LEASE AGREEMENT  
J SLOANE HAIR STUDIO LLC**

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of July, 2020, by and between the Port of Brookings Harbor, an Oregon special district (referred to herein as the "Landlord") and J Sloane Hair Studio LLC (hereinafter referred to as "Tenant").

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

- a. Approximately 835 square-feet of retail building space, (the "Leased Premises", as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #105, Brookings, Oregon.

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

- a. **Initial Term.** The initial term of this lease is six (6) years commencing July 1, 2017 and continuing through June 30, 2023.

- b. **Base Rental Rate.** The base rental rate for the Leased Premises is Nine Hundred Fifty-Nine and 71/100 Dollars (\$959.71) per month, as calculated below, payable on the first day of each month commencing July 1, 2020. The base rental rate is the combined rate of:

- 1. The building consisting of 835 square feet of property at ~~approx.~~ \$1.15 per square foot per month, for a total of Nine Hundred Fifty-Nine and 71/100 Dollars (\$959.71) per month.

- c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for 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

# ACTION ITEM – G

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**DATE:** September 20, 2023  
**RE:** Boardwalk Mail Service LLC, Lease Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## **OVERVIEW**

- Boardwalk Mail’s previous lease was dated June 1, 2017 through May 31, 2023.
- Currently have been paying month to month.
- Lease has 1 option for an additional 3-year term.
- Lease Amendment will exercise the option to extend the lease for an additional three years commencing June 1, 2023 and continue through May 31, 2026.

## **DOCUMENTS**

- Draft Lease Amendment No. 1, 1 page
- Lease Agreement, 1 pages

## **COMMISSIONERS ACTION**

- Recommended Motion:
- Motion to approve Boardwalk Mail Service LLC, Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

This lease amendment (“Amendment”) is entered into by and between the **Port of Brookings Harbor** (“Landlord”) and **Nanett Villalvazo dba Boardwalk Mail Service LLC** (“Tenant”) to amend the terms of the amended and restated commercial lease dated June 1, 2020 (“Lease”).

**1. WAIVER.** Landlord waives Tenant’s default for failing to provide at least 90 days’ advance written notice of Tenant’s intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant’s obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

**2. AMENDMENTS.** The following terms of the commercial lease agreement are amended as follows:

A. The paragraph 2.a. is amended to read as follows:

The initial term of this lease was for three years. Tenant exercised its option to extend the lease for an additional three years commencing **June 1, 2023** and continuing through **May 31, 2026**.

B. Paragraphs 2.c. and 2.d. are deleted from the lease agreement.

**3. OTHER TERMS AND CONDITIONS.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. All other terms and conditions of the original Lease remain in full force and effect and remain unaffected hereby. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute, and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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

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

<p><b>PORT OF BROOKINGS HARBOR, Landlord</b></p>	<p><b>Nanett Villalvazo dba Boardwalk Mail Service LLC, Tenant</b></p>
<p>Dated: _____</p>	<p>Dated: _____</p>
<p>By: _____ Richard Heap, President</p>	<p>By: _____ Nanett Villalvazo, Member / Owner</p>
<p>ATTEST:</p> <p>_____</p> <p>Commissioner</p>	

**AMENDED AND RESTATED  
COMMERCIAL LEASE AGREEMENT  
BOARDWLAK MAIL SERVICE LLC**

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of June, 2020, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the "Landlord") and Nanett Villalvazo dba **Boardwalk Mail Service LLC** (hereinafter referred to as "Tenant").

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

a. Approximately 900 square-feet of retail building space, (the Leased Premises, as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #106, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is six (6) years commencing June 1, 2017 and continuing through May 31, 2023.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is One Thousand Thirty-Four and 41/100 Dollars (\$1,034.41) per month, as calculated below, payable on the first day of each month commencing August 1, 2020. The base rental rate is the combined rate of:

1. The building consisting of 900 square feet of property at approx. \$1.15 per square foot per month, for a total of One Thousand Thirty-Four and 41/100 Dollars (\$1,034.41) per month.

c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for 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

# ACTION ITEM – H

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**DATE:** September 20, 2023  
**RE:** The Hungry Clam, Lease Amendment No. 1  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- The Hungry Clam previous lease was dated June 1, 2017 through May 30, 2023.
- Currently have been paying month to month.
- Lease has 1 option for an additional 3-year term.
- Lease Amendment will exercise the option to extend the lease for an additional three years commencing June 1, 2023 and continue through May 31, 2026.

## DOCUMENTS

- Draft Lease Amendment No. 1, 1 page
- Lease Agreement, 1 page

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve The Hungry Clam, Lease Amendment No. 1.

**COMMERCIAL LEASE AGREEMENT  
AMENDMENT NO. 1**

This lease amendment (“Amendment”) is entered into by and between the **Port of Brookings Harbor** (“Landlord”) and **Kristi Daniels dba The Hungry Clam** (“Tenant”) to amend the terms of the amended and restated commercial lease dated January 1, 2021 (“Lease”).

**1. WAIVER.** Landlord waives Tenant’s default for failing to provide at least 90 days’ advance written notice of Tenant’s intent to exercise its option to extend the Lease term for an additional three years as required by the Lease. This is not an express or implied waiver of Tenant’s obligation to fulfill the same Lease provision in the future or any other Lease provision during the term of the Lease.

**2. AMENDMENTS.** The following terms of the commercial lease agreement are amended as follows:

A. The paragraph 2.a. is amended to read as follows:

The initial term of this lease was for three years. Tenant exercised its option to extend the lease for an additional three years commencing **June 1, 2023** and continuing through **May 31, 2026**.

B. Paragraphs 2.c. and 2.d. are deleted from the lease agreement.

**3. OTHER TERMS AND CONDITIONS.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. All other terms and conditions of the original Lease remain in full force and effect and remain unaffected hereby. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate exchange of this Amendment, the parties may execute, and exchange facsimile or e-mailed counterparts of the signature pages and such facsimile or e-mailed counterparts shall serve as originals.

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

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

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>Kristi Daniels, dba The Hungry Clam, Tenant</b>
Dated: _____	Dated: _____
By: _____ Richard Heap, President	By: _____ Kristi Daniels, Owner
ATTEST:  _____ Commissioner	

**AMENDED AND RESTATED  
COMMERCIAL LEASE AGREEMENT  
THE HUNGRY CLAM**

This amended and restated lease agreement is made and entered into at Brookings, Oregon, effective the 1st day of January, 2021, by and between the Port of Brookings Harbor, an Oregon special district (referred to herein as the "Landlord") and Kristi Daniels dba The Hungry Clam (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 1,511 square-feet of retail building space and 894 square-feet of outdoor space (the Leased Premises, as described in in Exhibit "A" & "B"), located at 16340 Lower Harbor Road Space #205 and #206, Brookings, Oregon.

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

a. **Initial Term.** The initial term of this lease is six (6) years commencing June 1, 2017 and continuing through May 30, 2023.

b. **Base Rental Rate.** The base rental rate for the Leased Premises is Two Thousand Eighty-Four and 48/100 Dollars (\$2,084.48) per month, as calculated below, payable on the first day of each month commencing January 1, 2021. The base rental rate is the combined rate of:

1. The building consisting of 1,511 square-feet of property at approx. \$1.16 per square foot per month, for a total of One Thousand Seven Hundred Fifty-Two and 76/100 Dollars (\$1,752.76) per month.
2. The covered storage (parch area, concrete surface) consisting of 170 square-feet of property at approx. \$0.54 per square foot per month, for a total of Ninety-One and 80/100 Dollars (\$91.80) per month.
3. The outdoor storage (asphalt surface) consisting of 490 square-feet of property at approx. \$0.33 per square foot per month, for a total of One Hundred Sixty-One and 70/100 Dollars (\$161.70) per month.
4. The outdoor seating (asphalt surface) consisting of 234 square-feet of property at approx. \$0.33 per square foot per month, for a total of Seventy-Seven and 22/100 Dollars (\$77.22) per month.

c. **Option to Renew.** Upon termination of the initial term of this lease, Landlord grants to Tenant the option to renew this lease in whole or in part of the Leased Premises, for 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

# ACTION ITEM – I

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**DATE:** September 20, 2023  
**RE:** Atlas Coffee Stand, Lease Agreement  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Matt and Anna Powers, Owners of the Bell & Whistle Coffee House, sold the mobile coffee stand to Theodore and Courtney Hazen.
- Lease is set to start September 21, 2023 through September 20, 2024 for a flat rate of \$500.00 a month.

## DOCUMENTS

- Draft Lease Agreement, 10 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve Atlas Coffee Stand Lease Agreement beginning on September 21, 2023.



**COMMERCIAL LEASE AGREEMENT**  
**Atlas Coffee Stand**

This Commercial Lease Agreement is made and entered into at Brookings, Oregon, effective the 21st day of September, 2023, by and between the **Port of Brookings Harbor**, an Oregon special district (referred to herein as the “Landlord”) and Theodore & Courtney Hazen **dba Atlas Coffee Stand** (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 in Exhibit “1”), located at Beachfront RV Park, Site #65, 16024 Boat Basin Road, Brookings, Oregon.
2. **Lease Term and Base Rental Rate.**
  - a. **Initial Term.** The initial term of this lease is one (1) year commencing September 21st, 2023 and continuing through September 20, 2024.
  - b. **Base Rental Rate.** The base rental rate for the Leased Premises is Five Hundred Dollars (\$500.00) per month, as calculated below, payable on the first day of each month commencing September 1, 2023. The base rental rate is the combined rate of:
    1. The bare ground consists of 84 square feet of property at a flat rate of Five Hundred Dollars (\$500.00) per month.
  - c. **Option to Renew.** Upon termination of the Initial Term of this agreement, Landlord grants to Tenant the option to renew this Agreement in whole or in part of the Leased Premises, for one (1) additional one (1) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this Agreement 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 Agreement 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 Agreement and Landlord may terminate the Agreement 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. If Tenant exercises the option to renew contemplated in Section 2(c) of this Agreement, the base rent will increase annually, on each anniversary of the Lease Commencement Date 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 and 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.

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 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, mechanics, 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 unrestricted 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.

<b>PORT OF BROOKINGS HARBOR, Landlord</b>	<b>Atlas Coffee Stand, Tenant</b>
Dated: _____	Dated: _____
By: _____  ATTEST:  _____	By: _____  By: _____  Name: Theodore and Courtney Hazen Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415  Phone: 541-469-2218 Fax:	Mailing Address:   Phone: Phone:

# Exhibit 1

Atlas Coffee Stand Location  
Beachfront RV Park Site #22



# ACTION ITEM – J

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**DATE:** September 20, 2023  
**RE:** State and Local Fiscal Recovery Funds  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- July 20, 2022, the Curry County Board of Commissioners approved \$50,000 to each port in Curry County for infrastructure projects under the State and Local Fiscal Recovery Funds (SLFRF).
- September 22, 2022, Curry County and the Port signed an agreement for disbursement of SLFRF. These funds must be incurred by June 30, 2024 and are expended by December 31, 2026. Any funds not expended by December 31, 2026 must be returned.
- The funds must be spent on eligible projects as described in SLFRF Rule.

## DOCUMENTS

- July 20, 2022, Curry County Meeting Minutes, 6 pages
- Curry County Agreement for Disbursement of State and Local Fiscal Recovery Funds, 9 pages
- Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule, 44 pages

## PORT OF BROOKINGS HARBOR PROPOSED PROJECTS

- Use towards the Wastewater Treatment Plant matching funds amount. (Total EPA WWTP matching funds needed is \$875,000.)
- Upgrade broadband throughout the Port to increase Wi-Fi coverage across Basins 1 & 2.
- Replace worn and damaged catch basins in retail parking lot.
- Construct an access road in the crab pot storage area to improve stormwater conditions, accessibility and reduce future road maintenance costs.

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve using the State and Local Recovery Funds for the Port  
\_\_\_\_\_ Project.



## CURRY COUNTY BOARD OF COMMISSIONERS

Date Approved:

August 3, 2022

Commissioners' Hearing Room, Courthouse Annex  
94235 Moore Street, Gold Beach, Oregon

[www.co.curry.or.us](http://www.co.curry.or.us)

### BUSINESS MEETING MINUTES

July 20, 2022

Please Note: For detailed information on any agenda item, refer to Audio/Video.

#### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The meeting was called to order by Chair Herzog at 8:59 a.m. Present were Chair John Herzog, Vice Chair Chris Paasch, and Commissioner Court Boice.

Also Present: Legal Counsel Anthony Pope and Administrative Assistant John Jezuit

Herzog gave an invocation and asked for a moment of silence.

The Pledge was recited by all.

#### 2. AMENDMENT/APPROVAL OF THE AGENDA

Boice – Add credit card limit increase from \$1,000 to \$5,000 for Monica Ward, Emergency Management Coordinator.

Boice - Move Agenda Item 5D to Agenda Item 6M

Paasch - Move Agenda Item 5E to Agenda Item 6N

Motion by Paasch, seconded by Boice, to approve the agenda as amended. Motion carried unanimously.

#### 3. PUBLIC COMMENTS

Mary Rowe spoke about housing committee issues. David McCutcheon spoke about burn pit roadbed close to PHS (Pacific High School) and housing project near PHS. Mike Berns spoke about Curry County veterans' memorial in City of Gold Beach maintenance issues. The following citizens (*in chronological order*), citing various reasons, spoke in support of Agenda Item 6G, a resolution directed at the five (5) Curry County public libraries: Da'llen Nederveldt, Lou Costa, Kellie Evans, and Daniel Jue. The following citizens (*in chronological order*), citing various reasons, spoke against Agenda Item 6G: Lyndsey Dixon, Ruth Dixon, Michell Arnold, and Nancy Sue Rose. Don Bemis and Debra Salzman spoke about the Wreaths Across America ceremony on December 17, 2022, in Brookings. David Barnes, speaking as a citizen, spoke about the meeting agenda publish day and the housing committee. Kaitlyn Coleman spoke about the County Fair on July 27 to July 30, 2022.

#### 4. PRESENTATION

AGENDA ITEM 4A DISCUSSED AFTER AGENDA ITEM 6I

Curry County Strategic Plan:

1. Financial Stability 2. Economic Development 3. Quality of Life 4. Public Trust 5. Infrastructure

- A. Strategic Destination Management Plan (SDMP) for the TLT (Transient Lodging Tax) - Travel Curry Coast Tourism Program – Summer Matteson, Economic Development Coordinator; and Miranda Plagge, Economic Development Assistant  
Matteson introduced Plagge who spoke in detail about the SDMP. A discussion with Boice, Herzog, Nederveldt, Plagge, and Leslie Wilkinson with Holly MacFee, Principal Lookout Co.; and Kristin Dahl, Founder/CEO Crosscurrent Collective; (via GoToMeeting) about deliverables, accessibility, TLT (Transient Lodging Tax) and community values followed.

AGENDA ITEM 6B DISCUSSED AFTER AGENDA ITEM 3 AND BEFORE AGENDA ITEM 4A

- B. Presentation of SAMSARA Vehicle Asset Management System - Christian Houston-Floyd, SAMSARA Account Executive  
Houston-Floyd showed a PowerPoint presentation. A discussion with Christensen, Herzog, Houston-Floyd, McCutcheon, and Nederveldt about system details, costs, and the ongoing results of Christensen's trial usage followed.

**5. CONSENT AGENDA**

- A. Approve Minutes Business Meeting July 6, 2022  
B. Increase Employee Credit Card Limit  
C. Resolution Adopting the 2022-2023 CCPTSD (Curry County Public Transit Service District) Budget

AGENDA ITEM 5D MOVED TO AGENDA ITEM 6M.

- D. Approval of Timber Sale Contract – Airport Road

AGENDA ITEM 5D MOVED TO AGENDA ITEM 6N.

- E. Consent Agenda – Update and Clarification for Board Approval – Curry County Housing Committee - Commissioner Boice

11:20A Motion by Paasch, seconded by Boice, to approve Consent Agenda as amended. Motion carried unanimously.

**6. DISCUSSION/ACTION ITEMS**

AGENDA ITEM 6A DISCUSSED AFTER AGENDA ITEM 6L

- A. Roadmaster Signature Authority for \$20K AOC (Association of Oregon Counties) Grant Agreement for Engineering Support for Several Road Department Bridge and Storm Water Grant Applications – Richard Christensen, Roadmaster  
Christensen summarized the details.

1:17 Motion by Boice, seconded by Herzog to approve. Motion carried unanimously.

- B. Approve \$250K of ARP (American Rescue Plan) Funds Towards Purchase of Twelve (12) Ram Quad Cab 4X4's and One (1) AWD (All Wheel Drive) Durango. – Richard Christensen, Roadmaster  
Christensen summarized details of the request. A discussion with Barnes, Boice, Christensen, Herzog, Nederveldt, Paasch, and Pope about a replacement plan, specific vehicles, managing the

Curry County Strategic Plan:

1. Financial Stability 2. Economic Development 3. Quality of Life 4. Public Trust 5. Infrastructure

fleet, and ARP fund usage followed. Paasch did not want to allocate ARP funds for vehicle purchase.

1:45 Motion by Boice, seconded by Herzog, subject to, that we approve this \$250,000, out of American Rescue Plan funding, subject to a little additional research (I don't have any apprehension the Secretary Treasurer is going to come back and go oh no-no-no. I'd be shocked.), but let's make it subject to, so we don't have to visit again in two (2) weeks, Council Pope doing, and his staff doing, a little bit of research to double check. Motion carried 2 -1 (Boice – Yes; Herzog – Yes; Paasch – No).

C. Approval on Dyer Partnership Task Order # 31 not to Exceed \$20K to Deliver Several Road Department Bridge and Storm Water Grant Applications – Richard Christensen, Roadmaster  
1:47 RC stated AOC (Association of Oregon Counties) will pay if the Board approves.

Motion by Boice, seconded by Herzog, approval on Dyer Partnership Task Order #31 Curry County Road Department. Motion carried unanimously.

AGENDA ITEM 6D DISCUSSED AFTER AGENDA ITEM 5 AND BEFORE AGENDA ITEM 6L

D. Roadmaster Signature Authority to Purchase RapidView IBAK HDTV System from SWS Equipment LLC for \$187K – Richard Christensen, Roadmaster  
Christensen gave a brief update. A discussion with Boice; Christensen; Shane Gutridge (via GoToMeeting), Oregon Territory Manager, SWS Equipment; Herzog; Paasch; and Kyle Secrist (via GoToMeeting), RapidView IBAK about costs, features of the equipment, product warranty, a significantly less costly alternative, and storm drain maintenance ensued. Paasch stated [this is] a waste of County money.

11:44 Motion by Boice, seconded by Herzog, to approve Roadmaster signature authority to purchase a RapidView IBAK HDTV System. Motion carried 2-1 (Boice – Yes; Herzog – Yes; Paasch – No).

AGENDA ITEM 6E WAS PULLED.

E. Updating ARP Allocations/Commitments – David Barnes, Treasurer PULLED

AGENDA ITEM 6F MOVED TO AGENDA ITEM 7A

F. Adoption of Ordinance Amending Article Three, Division Four of Curry County Code (Road Rights-of-Way) – Anthony Pope, County Counsel

G. Resolution Requesting the Five (5) Curry County Public Libraries Take Precautionary Measures to Guard our Youth from Premature Exposure to Sexual Material– Commissioner Boice  
A discussion with Barnes, Boice, Herzog, Paasch, and Rose about the public comments, special districts, Board of Commissioner authority on this issue, and the wording of the resolution ensued. The Board encouraged citizens to directly communicate with their specific library board and decided to adopt only the last paragraph of the resolution.

2:05 Motion by Boice, seconded by Herzog, to change the resolution to include the now therefore and the last paragraph, adopted this day. Motion carried unanimously.

Curry County Strategic Plan:

1. Financial Stability 2. Economic Development 3. Quality of Life 4. Public Trust 5. Infrastructure

Barnes observed this a resolution and with only the last paragraph, then it is not a resolution. Barnes suggested of sending a letter of request instead. Boice stated, "I think he's (Barnes) is right."

H. Infrastructure – Equal Funding All Curry Ports – Port of Brookings-Harbor and Port of Port Orford – Commissioner Boice

Boice read remarks from Gary Dehlinger, Port Manager, Port of Brookings Harbor. A discussion with Boice, Christensen, Herzog, and Nederveldt about wastewater treatment, fish processing waste by product, County infrastructure, and impact of the Ports on employment followed.

2:16 Motion by Boice, seconded by Herzog, authorize \$50,000 for the Port of Port Orford for operating, with close reporting back to the Board of Commissioners in the area [of] American Rescue Plan fund and then also \$50,000 for the Port of Brookings Harbor, cannot be used, it can be used for any of their critical projects outside of, at least for now, a wastewater treatment plant. Motion carried unanimously.

DISCUSSED AFTER AGENDA ITEM 4B AND BEFORE AGENDA ITEM 4A

I. Josephine and Curry County Joint Effort Consumption Tax Plan – Dedicated Fully to Law Enforcement – November 2022 Citizen Ballot – Commissioner Boice

10:18 Boice introduced Dan DeYoung (via GoToMeeting), Commissioner, Josephine County, who spoke in detail about what Josephine County has considered and done regarding funding law enforcement. A discussion with Boice, DeYoung, Herzog, and Paasch about timelines and strategies followed. The Board indicated all were available for a follow up meeting next week Wednesday (July 27, 2022).

DISCUSSED AFTER AGENDA ITEM 6I AND BEFORE AGENDA ITEM 4A

J. Animals Potentially Out of Control – Dog Bites to Citizens, Etc. – Growing Risks to Public Safety – Ordinance to Bring Greater Awareness and Set-Update County Policy – Dr. Ann Kellogg, Doctor of Osteopathic medicine, Coast Community Health; and Melvin Trover, Curry Code Enforcement Officer - Commissioner Boice

Boice introduced Dr Kellogg who spoke about dog bite victims. A discussion with Boice, Herzog, Dr. Kellogg, Paasch, and Trover about dog bite cases, unusual pets, and an animal ordinance followed.

K. New Jail – Court House Plans – Presentation-Update – New Vs. Remodel - Commissioner Boice  
Boice summarized the Adroit report. A discussion with Barnes, Boice, and Herzog about funding followed.

DISCUSSED AFTER AGENDA ITEM 6D

L. HBOT (Hyperbaric Oxygen Treatment Therapy) – ARP Update - Commissioner Boice  
Boice introduced Connie Hunter. A discussion with Boice; Herzog; Hunter; and David Kracke, JD, Oregon Brain Injury Advocate-Coordinator, Center on Brain Injury Research and Training about the benefits of HBOT treatments for various medical ailments, Curry Health Network involvement, and veterans followed with an update, tentatively, on August 17, 2022.

AGENDA ITEM 5D MOVED TO AGENDA ITEM 6M. DISCUSSED AFTER AGENDA ITEM 6K.

6M. 5D. Approval of Timber Sales Contract

Curry County Strategic Plan:

1. Financial Stability
2. Economic Development
3. Quality of Life
4. Public Trust
5. Infrastructure

A discussion with Boice, Christensen, Crockett, Herzog, McCutcheon, and Paasch about the contract, Hwy 101 buffer, the impact on the PHS area, and disposing of north county gorse followed.

Motion by Herzog, seconded by Paasch, to approve. Motion carried unanimously.

6N. 5E. Update and Clarification for Board Approval – Curry County Housing Committee - Commissioner Boice

Boice spoke about the Housing Committee. A discussion with Barnes, Boice, Herzog, Nederveldt, Paasch, and Pope about the lack of a quorum at Housing Committee meetings, affordable housing, various suggestions to change the Housing Committee procedures, and ARP funding ensued.

## 7. PUBLIC HEARING AT 11:00AM

A. Public Hearing Regarding the Amendment of Ordinance Amending Article Three, Division Four of Curry County Code (Road Rights-of-Way) – Anthony Pope, County Counsel

Herzog opened the public hearing and asked for comments. There were not any public comments. Herzog closed public comments.

11:17 Motion by Boice, seconded by Paasch, to approve changes in the Curry County code. Motion carried unanimously.

## 8. COMMISSIONER UPDATES

A. Commissioner Paasch spoke about

- CORE looking to buy a local motel and
- Changing agenda publish date to Friday.

B. Commissioner Boice spoke about

- Agenda publish date on Monday;
- Fire season;
- Line of duty death report;
- AOCC (Association of Oregon and California Counties) and Doug Robertson;
- BLM (Bureau of Land Management) fire restrictions;
- Wildfire risk map;
- Clatsop, Columbia, Tillamook counties water planning;
- Veterans program not authorized by the VA (Veterans Administration);
- DLCDC (Oregon Department of Land Conservation and Development) meeting;
- Opioid crisis for Counties - distribution of settlement funds;
- Adapt Health community;
- Littering in Curry County;
- Dredging;
- Candle building;
- Chip Seal; and
- Upriver with the County appraisers to property accessible only by boat.

C. Commissioner Herzog spoke about maintaining the jail.

Curry County Strategic Plan:

1. Financial Stability
2. Economic Development
3. Quality of Life
4. Public Trust
5. Infrastructure



**9. EXECUTIVE SESSION**

- A. 192.660(2)(h) To Consult with Counsel Concerning the Legal Rights and Duties of a Public Body with Regard to Current Litigation or Litigation Likely to Be Filed.
- B. 192.660(2)(a) To Consider the Employment of a Public Officer, Employee, Staff Member, or Individual Agent.

Chair Herzog entered Executive Session at 3:12 p.m. and exited at 3:42 p.m.

Staff to proceed as directed.

**10. HIRE ORDERS**

- A. New Hire – Finance Director – Julie Swift, Payroll and Personnel Coordinator

3:44P Motion by Boice, seconded by Paasch, on the hire order for Frank Jerome. Motion carried unanimously.

- 11. **OTHER** (ORS.192.640( 1) ". . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")

**PUBLIC MEETING** at 4P 192.660(2)(b)

Pope noted this was a hearing about an accident that happened on April 18, 2022. Chet Brewer, Facilities Director, spoke about three (3) sections in Article 25 of the Curry County Personnel rules, a recent performance evaluation, and various projects he had worked completed.

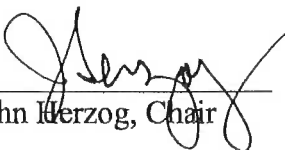
Chair Herzog entered Executive Session at 4:20P and exited at session 4:48P

Motion by Boice, seconded by Herzog, for dismissal of Chet Brewer. Motion carried 2-1 (Boice – Yes; Herzog – Yes; and Paasch – No)

**12. ADJOURN**

Chair Herzog adjourned the meeting at 4:49 p.m.

Dated this 3rd day of August, 2022.

  
 \_\_\_\_\_  
 John Herzog, Chair

Absent  
 \_\_\_\_\_  
 Christopher S Paasch, Vice Chair

  
 \_\_\_\_\_  
 Court Boice Commissioner 8-3-22

Minutes prepared by: John Jezuit, Administrative Assistant

Curry County Strategic Plan:

- 1. Financial Stability 2. Economic Development 3. Quality of Life 4. Public Trust 5. Infrastructure

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

**SECTION ONE**  
**RECITALS**

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

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

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

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

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

## **SECTION TWO AGREEMENT**

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

### **1. EFFECTIVE DATE AND TERM**

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

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

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

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

### **2. GRAND TOTAL FUNDS TO BE DISSEMINATED TO GRANTEE**

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

### **3. COMPENSATION AND INVOICING**

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

### **4. LIMITATIONS TO USE**

**CURRY COUNTY**

**AGREEMENT FOR DISBURSEMENT OF STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)  
TO PORT OF BROOKINGS**

**PAGE 2 OF 9**

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

#### **5. REPORTING REQUIREMENTS**

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

#### **6. MAINTENANCE AND AUDIT OF RECORDS**

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

#### **7. CORRECTIVE ACTION UPON DEFAULT**

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

#### **8. TIMELINE FOR DISSEMINATION OF FUNDS**

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

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

#### **9. EVOLUTION OF GUIDANCE FROM THE US TREASURY**

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

#### **10. FAILURE TO PERFORM & TERMINATION**

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

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

- (a) That ninety (90) days written notice of termination be provided to the County;
- (b) That all funds disseminated to Grantee be refunded to the County;
- (c) That no further consideration of damages will be entertained.

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

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

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

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

#### **11. INDEPENDENT CONTRACTOR**

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

#### **12. HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

**13. COMPLIANCE WITH LAWS**

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

**14. NOTICES**

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

<i>GRANTEE</i>	<i>COUNTY</i>
Port of Brookings	Curry County
<u>P.O. Box 848</u>	94235 Moore Street
<u>Brookings, OR 97415</u>	Suite 123
	Gold Beach, OR 97444

**15. IMPROPER INFLUENCE**

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

**16. CONFLICT OF INTEREST**

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

**17. TIME**

Time is of the essence in this Agreement.

**18. SURVIVAL**

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

**19. AMENDMENT**

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

**20. DISPUTES**

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

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

**21. GOVERNING LAW AND VENUE**

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

**22. NON-WAIVER**

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

**23. BINDING EFFECT**

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

**24. ASSIGNMENT**

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

**25. ENTIRE AGREEMENT**

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



**26. NO THIRD-PARTY BENEFICIARIES**

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

**27. CIVIL RIGHTS COMPLIANCE**

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

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

**28. SEVERABILITY**

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

**29. COUNTERPARTS**

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

**30. AUTHORIZATION**

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


IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the 22<sup>nd</sup> day of September, 2022.

CURRY COUNTY

  
John Herzog, Chair  
Board of Commissioners

  
David Barnes  
County Treasurer

  
Christopher Ransch, Vice Chair  
Board of Commissioners

Approved as to Form:  
  
Anthony Pope, OSB #192939  
County Legal Counsel

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

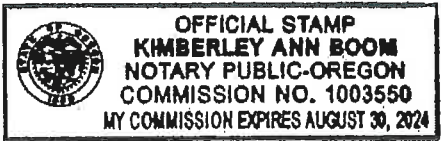
GRANTEE

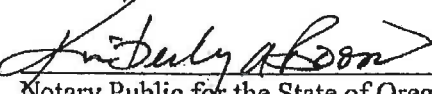


BY: Travis Webster - Acting Manager  
PORT OF BROOKINGS Harbormaster

STATE OF OREGON )  
  ) ss  
COUNTY OF CURRY )

The foregoing instrument was acknowledged before me, a Notary Public for the State of Oregon, on the 22<sup>nd</sup> day of September, 2022, by Travis Webster, who is known to me to be or proved to me on a satisfactory basis that he/she is the individual herein described.



  
Notary Public for the State of Oregon  
My Commission Expires: August 30, 2024



# **Coronavirus State & Local Fiscal Recovery Funds: 2022 Overview of the Final Rule**

U.S. DEPARTMENT OF THE TREASURY

January 2022



**Note:** In August 2023, Treasury released an interim final rule that implements the new eligible uses added to the SLFRF program by the Consolidated Appropriations Act, 2023. Treasury anticipates issuing FAQs for the 2023 interim final rule at a later date. Recipients may find helpful the Overview of the 2023 Interim Final Rule, which provides a summary of major provisions of the 2023 interim final rule for informational purposes. As noted below, this overview document pertains to the 2022 final rule. The Consolidated Appropriations Act, 2023 did not alter how recipients may use SLFRF funds for the existing eligible uses described in the 2022 final rule and summarized in this document. Recipients may continue to use SLFRF funds in accordance with the 2022 final rule.

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

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



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## Introduction

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

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

### EARLY PROGRAM IMPLEMENTATION

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

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

### KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

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

#### Replacing Lost Public Sector Revenue

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

#### Public Health and Economic Impacts

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



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

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

### **Premium Pay**

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

### **Water, Sewer & Broadband Infrastructure**

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

### **FINAL RULE EFFECTIVE DATE**

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

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



## Overview of the Program

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

Recipients may use SLFRF funds to:

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

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





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

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

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

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



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

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

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



## Replacing Lost Public Sector Revenue

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

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

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

### DETERMINING REVENUE LOSS

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

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

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

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

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

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

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



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where  $n$  is the number of months elapsed since the end of the base year to the calculation date:

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

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

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

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

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

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

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



## SPENDING ON GOVERNMENT SERVICES

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

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

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



## Responding to Public Health and Economic Impacts of COVID-19

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

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

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

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

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.<sup>1</sup>

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

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<sup>1</sup> However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
<b>Analysis</b>	<ul style="list-style-type: none"> <li>• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group)</li> <li>• Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>• Types of responses can include a program, service, or capital expenditure</li> <li>• Response should be related and reasonably proportional to the harm</li> <li>• Response should also be reasonably designed to benefit impacted individual or class</li> </ul>
<b>Simplifying Presumptions</b>	<ul style="list-style-type: none"> <li>• Final Rule presumes certain populations and classes are impacted and disproportionately impacted</li> </ul>	<ul style="list-style-type: none"> <li>• Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts</li> </ul>

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.<sup>2</sup> Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

<sup>2</sup> For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



## RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
  - ✓ Vaccination programs, including vaccine incentives and vaccine sites
  - ✓ Testing programs, equipment and sites
  - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
  - ✓ Public communication efforts
  - ✓ Public health data systems
  - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
  - ✓ Medical and PPE/protective supplies
  - ✓ Support for isolation or quarantine
  - ✓ Ventilation system installation and improvement
  - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
  - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
  - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
  - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
  - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
  - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
  - ✓ Public telemedicine capabilities for COVID-19 related treatment





- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
  - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
  - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
  - ✓ Emergency medical response expenses
  - ✓ Treatment of long-term symptoms or effects of COVID-19
  
- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
  - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
  - ✓ Enhanced behavioral health services in schools
  - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
  - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
  - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
  - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
  - ✓ Behavioral health facilities & equipment
  
- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
  - ✓ Referrals to trauma recovery services for victims of crime
  - ✓ Community violence intervention programs, including:
    - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
  - ✓ In communities experiencing increased gun violence due to the pandemic:
    - Law enforcement officers focused on advancing community policing
    - Enforcement efforts to reduce gun violence, including prosecution
    - Technology & equipment to support law enforcement response



## RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.



## Assistance to Households

### *Impacted Households and Communities*

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children’s Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area’s median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.<sup>3</sup> In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury’s standards.

<sup>3</sup> For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance (e.g., child nutrition programs, including school meals) & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund<sup>4</sup>

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<sup>4</sup> Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



***Disproportionately Impacted Households and Communities***

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits<sup>5</sup>
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.<sup>6</sup> In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

<sup>5</sup> These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

<sup>6</sup> For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing<sup>7</sup>
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities

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<sup>7</sup> Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



### Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic’s effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “small business,” specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act<sup>8</sup> (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

### Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue or gross receipts
- ✓ Financial insecurity
- ✓ Increased costs
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- ✓ Technical assistance, counseling, or other services to support business planning

### Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

<sup>8</sup> 15 U.S.C. 632.



- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs





### **Assistance to Nonprofits**

Nonprofits have faced significant challenges due to the pandemic’s increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “nonprofit”—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

### **Impacted Nonprofits**

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

### **Disproportionately Impacted Nonprofits**

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



## Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. **Designating an impacted industry.** There are two main ways an industry can be designated as "impacted."
  1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
  2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
    - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,<sup>9</sup> or
    - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. **Providing eligible aid to the impacted industry.** Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

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<sup>9</sup> Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



**PUBLIC SECTOR CAPACITY**

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government’s ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

**Public Safety, Public Health, and Human Services Staff**

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee’s time spent responding to COVID-19. Recipients should follow the steps below.

**1. Identify eligible public safety, public health, and human services staff.** Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

**2. Assess portion of time spent on COVID-19 response for eligible staff.**

Recipients can use a variety of methods to assess the share of an employees’ time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

### **Government Employment and Rehiring Public Sector Staff**

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
  - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
  - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
    - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
    - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
    - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
    - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

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Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.<sup>10</sup> These include:
  - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
  - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
  - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

### Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

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<sup>10</sup> Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



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- ✓ Program evaluation and evidence resources
- ✓ Data analysis resources to gather, assess, share, and use data
- ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- ✓ Community outreach and engagement activities
- ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
  - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
  - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)



**CAPITAL EXPENDITURES**

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic’s public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic’s impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients’ analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

<b>If a project has total capital expenditures of</b>	<b>and the use is enumerated by Treasury as eligible, then</b>	<b>and the use is beyond those enumerated by Treasury as eligible, then</b>
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.





- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- ✘ Construction of new correctional facilities as a response to an increase in rate of crime
- ✘ Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- ✘ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



**FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED**

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	<ul style="list-style-type: none"> <li>• Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group)</li> <li>• Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class</li> </ul>	<ul style="list-style-type: none"> <li>• Types of responses can include a program, service, or capital expenditure</li> <li>• Response should be related and reasonably proportional to the harm</li> <li>• Response should also be reasonably designed to benefit impacted individual or class</li> </ul>

**1. Identify a COVID-19 public health or negative economic impact on an individual or a class.**

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
  - **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
  - **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
    - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
    - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
    - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
  - **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
  - **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.
2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



## Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- 1. Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- ✓ Health care
- ✓ Emergency response
- ✓ Sanitation, disinfection & cleaning
- ✓ Maintenance
- ✓ Grocery stores, restaurants, food production, and food delivery
- ✓ Pharmacy
- ✓ Biomedical research
- ✓ Behavioral health
- ✓ Medical testing and diagnostics
- ✓ Home and community-based health care or assistance with activities of daily living
- ✓ Family or child care
- ✓ Social services
- ✓ Public health
- ✓ Mortuary
- ✓ Critical clinical research, development, and testing necessary for COVID-19 response
- ✓ State, local, or Tribal government workforce
- ✓ Workers providing vital services to Tribes
- ✓ Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- ✓ Solid waste or hazardous materials management, response, and cleanup
- ✓ Work requiring physical interaction with patients
- ✓ Dental care
- ✓ Transportation and warehousing
- ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
  - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
  - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.



- 3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency.** Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:
- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
  - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
  - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



## Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

### PROJECTS ELIGIBLE UNDER EPA’S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

### PROJECTS ELIGIBLE UNDER EPA’S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

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### ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

### APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

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## Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

### BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

### **CYBERSECURITY INVESTMENTS**

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

### **APPLICABLE STANDARDS & REQUIREMENTS**

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



## Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

### OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

### DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
  - ✦ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
  - ✦ Occur at the regular time for pension contributions but is larger than a regular payment would have been

### ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

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undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



## Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

### TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

### TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

### LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

### NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

### ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

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## REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

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### REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

# ACTION ITEM – K

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**DATE:** September 20, 2023  
**RE:** Amended and Restated Agreement for Professional Services  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Jack Akin with EMC-Engineers/Scientists, LLC confirmed there are no rate changes from the previous agreement.
- This agreement will continue port engineering services with EMC-Engineers/Scientists, LLC for one year and not to exceed \$100,000 during the timeframe.

## DOCUMENTS

- Draft Amended and Restated Agreement for Professional Services, 9 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve draft Amended and Restated Agreement for Professional Services to EMC-Engineers/Scientists, LLC from September 21, 2023 to September 21, 2024.

**Port of Brookings Harbor**  
**Amended and Restated Agreement for Professional Services**

This Amended and Restated Agreement for Professional Services ("Agreement") is made and entered into this 21st day of September, 2023 (the "Effective Date") by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and EMC-Engineers/Scientists, LLC, an Oregon limited liability company, herein referred to as "Contractor."

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

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

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

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

**1.0 Effective Date and Duration.** This Agreement will become effective upon its execution by the POBH and will expire September 21, 2024, unless otherwise terminated or extended.

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

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

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

**2.3. Information Provided by Others.** POBH shall provide Contractor such information as



is available to POBH with respect to the Work and Contractor shall be entitled to rely on the accuracy and completeness thereof. POBH recognizes it is not possible for Contractor to insure the accuracy, completeness, and sufficiency of such information if Contractor was not retained to verify the information POBH is providing. Accordingly, POBH agrees, to the fullest extent permitted by law, to indemnify and hold Contractor, its officers, agents and employees harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

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

### **3.0 Compensation & Billing.**

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

**3.2. Invoicing.** Contractor must submit monthly invoices based on work completed. POBH will pay Contractor within 30 days of receipt of invoice. If there is a dispute as to one or more line items on the invoice, POBH will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and POBH will pay promptly upon resolution of the dispute.

**4.0 Licensing and Certification.** Contractor is required to maintain, at its own expense, all license and certifications required by the State of Oregon to perform services under this Agreement.

**5.0 Status of Contractor as Independent Contractor.** Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and will be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of the POBH, is not entitled to benefits of any kind to which an employee of the POBH is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of the POBH for any purpose, the POBH will be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from the POBH or third party) as a result of said finding and to the full extent of any payments that the POBH is required to make (to Contractor or to a third party) as a result of said finding.
- B.** The undersigned Contractor hereby represents that no employee of the POBH, or any partnership or corporation in which a POBH employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C.** If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D.** Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year

by any public employer participating in the Retirement System.

E. Contractor is not an officer, employee, or agent of the POBH as those terms are used in ORS 30.265.

**6.0 Early Termination.**

**6.1. Mutual Consent.** This Agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties.

**6.2. For Cause by POBH.** The POBH may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by the POBH, under any of the following conditions:

- A. If due to budgetary considerations, the POBH decides to terminate the Agreement;
- B. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed;
- C. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor; or
- D. If Contractor's performance under this Agreement is not to the satisfaction of the POBH, then POBH shall give written notice and 14 days opportunity to cure the deficiency identified. If the deficiency is not cured within that time, then this Agreement may be terminated upon written notice to Contractor.

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

**6.4. Remedies Not Exclusive.** The rights and remedies of the POBH provided herein related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. If the POBH terminates this Agreement, Contractor will be entitled to receive as full payment for all services rendered and expenses incurred up to the date of termination.

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

**8.0 Insurance.** Contractor and its subcontractors must maintain insurance acceptable to the POBH in full force and effect throughout the term of this Agreement. The policy or policies of insurance maintained by the Contractor and its subcontractors must provide at least the following limits and coverages:

**8.1. Coverages.** Contractor and its subcontractors must, at Contractor's or subcontractor's expense, and keep in effect during the term of this Agreement, the following insurance coverage with the following minimum policy limits:

Commercial General Liability	\$1,000,000.00 Each Occurrence Limit BI/PI/PD \$2,000,000.00 General Aggregate
Worker's Compensation	Per Oregon Law (ORS 656.017)
Comprehensive Automobile	\$ 1,000,000.00 Each Occurrence CSL (including coverage for all owned, hired and non-owned vehicles)
Professional Liability/ E&O	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate per year

**8.2. Additional Insured Provision.** The POBH, its elected and appointed officers, agents, and employees must be added as additional insureds with respect to this Agreement. All Liability Insurance policies must be endorsed to show this additional coverage.

**8.3. Insurance Carrier Rating.** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the POBH. The POBH reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**8.4. Certificates of Insurance.** As evidence of the insurance coverage required by the contract, Contractor must furnish a Certificate of Insurance to the POBH. No contract will be effective until the required certificates have been received and approved by the POBH. The certificate will specify and document all of the required insurance provisions within this Agreement. A renewal certificate must be sent to the POBH 10 days prior to coverage expiration.

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

**8.6. Notice of Cancellation.** Contractor's insurance policies must contain provisions that such policies may not be canceled or their limits of liability reduced without thirty (30) days prior notice to POBH. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of POBH, in lieu thereof, a certificate in form satisfactory to POBH certifying to the issuance of such insurance shall be forwarded to the POBH Authorized Representative prior to the commencement of work.

**8.7. Effect of Insurance.** The procuring of such required insurance may not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor will be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

**9.0 Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments must be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

**EMC-Engineers/Scientists, LLC**  
Attn: J.A. Akin  
450 Conestoga Drive  
Jacksonville, OR 9753

and when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

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

**10.1.**

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

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

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

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

- (a) **Contractor** shall make payment promptly, as due, to all persons supplying labor or material to **Contractor** for the performance of services provided for in this Agreement;
- (b) **Contractor** shall pay all contributions or amounts due the Industrial Accident Fund from **Contractor** or SubContractor incurred in the performance of this Agreement;
- (c) **Contractor** shall not permit any lien or claim to be filed or prosecuted against **City** on account of any labor or material furnished; and
- (d) **Contractor** shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (e) If **Contractor** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, **City** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due **Contractor** by reason of such contract. The payment of a claim in this manner shall not relieve **Contractor** or **Contractor's** surety, if any, from obligation with respect to any unpaid claims.

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

- (a) **Contractor** shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **Contractor**, of all sums that **Contractor** agrees to pay for the services and all moneys and sums that **Contractor** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
- (b) All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

- (a) **Maximum Hours.** **Contractor** shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- (b) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- (c) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (d) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020 (1)(b)(B) to (G).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

**10.6. Notice to Employees.**

- (a) **Contractor** shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (b) **Contractor** shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance with this Section 22.f is a material element of this Agreement. Failure to comply is a breach that entitles **City** to terminate this Agreement for cause.
- (c) **Contractor** may not prohibit any of **Contractor's** employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and **Contractor** may not retaliate against an employee who does so.

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

- (a) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- (b) Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

**10.8. Other Applicable Laws.** Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

**11.0 Indemnification.** Contractor agrees to indemnify, defend and hold harmless the POBH and its

officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement, except as specifically provided otherwise in this Agreement.

- 12.0 Nonwaiver.** The failure of the POBH to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder may not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
- 13.0 Assignment.** The Contractor must not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the POBH Board of Commissioners.
- 14.0 Severability.** In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will in no way be affected or invalidated thereby.
- 15.0 Amendment.** No consent, modification, or change of terms of this Agreement may bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given.
- 16.0 Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this Agreement, the parties agree that the prevailing party will be entitled to an award of reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**17.0 Governing Law.** The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Curry County or the U. S. District Court in Medford

**18.0 Complete Agreement.** This Agreement and the attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**19.0 Acknowledgement.** Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** the parties have entered into this Agreement as of the Effective Date.

**PORT OF BROOKINGS  
HARBOR BOARD OF  
COMMISSIONERS**

By:

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

**CONTRACTOR:**

**EMC-Engineers/Scientists, LLC**

By: \_\_\_\_\_

**Name: J.A. Akin, PE**

**Its: Managing Member**

**ATTEST:**

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

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

**STANDARD FEE SCHEDULE**

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

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

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



# ACTION ITEM – L

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**DATE:** September 20, 2023  
**RE:** Agreement for Security Services  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## OVERVIEW

- Four Aces Security Solutions has increased rates from:
  - \$46.35 per hour to \$50.00 per hour daily and
  - \$69.53 per hour for call outs to \$75.00 per hour during holiday hours
- This agreement will continue port security services with Four Aces Security Solutions for one year.

## DOCUMENTS

- Draft Agreement for Security Services, 9 pages

## COMMISSIONERS ACTION

- Recommended Motion:  
Motion to approve draft Agreement for Security Services with Four Aces Security Solutions from September 21, 2023 to September 21, 2024.

FOUR ACES SECURITY SOLUTIONS

16340 Lower Harbor Rd.  
Ste 1 #271  
BROOKINGS, OR 97415

(541) 661-2627

ADMIN@4ACESSECURITY.COM



**AGREEMENT FOR SECURITY SERVICES**

This Agreement for Professional Security Services (the "Agreement"), effective 9/21/2023 is by and between **Four Aces Security Solutions** a documented business licensed by the State of Oregon, as a Private Security Provider licensed with Oregon Department of Public Safety Standards and Training its principal office at **604 Hemlock St. Ste. 2F Brookings, OR 97415** (Hereinafter “**FASS**”), and Port of Brookings, Harbor (Hereinafter “**CLIENT**”).

WHEREAS *Client* finds that **FASS** is willing to perform Security Services work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS *Client* finds that **FASS** is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of *Client's* business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**1. SERVICES.**

1.A Services to *Client*: **FASS** shall provide the following ("Services") to *Client* only: The protection of property of the *Client* within the established area(s) of the Port of Brookings Harbor not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in the attached "Exhibit A". The terms “protection of property”, shall in no way be construed to suggest that **FASS** is responsible for incidents that occur, which upon acting in good faith, the **FASS** Officer performs his or her duties as outlined in this contract and according to **FASS** General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that **FASS** is responsible for the protection of his or her life or property or any other duties contained in this agreement to the *Client* as stated in **section 5.2**. **FASS** Employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter it.

Nothing shall be construed to suggest that **FASS**, its employees, agents, or security officers are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

**1. B** The terms “protection of property” shall include the listed property in "Exhibit A". The duties of the **FASS** Officer(s) regarding the protection of property include and are limited to:

1- Providing a visible deterrent for property crimes and crime against the *Client*, which include criminal mischief, loitering, making graffiti, larceny, burglary, and criminal tampering, and trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the *Client*, so long as the property is located within the geographical area of the items listed in "Exhibit A".

2- If an incident occurs where a higher authority is needed, **FASS** Officers will alert the proper authority of the incident immediately.

**FASS** will provide security officers with the qualifications described in **section 4** of this agreement.

## **2. PAYMENT AND INVOICING TERMS**

**2.1 Payment for Services:** **Four Aces Security Solutions** will be paid as follows: The *Client* shall, upon receiving an invoice from **FASS** pursuant to **section 2.3** send payment to **FASS** no later than the last day of the month (Net 30). Payments shall be made on a **monthly basis** as agreed upon by *Client* and **FASS**. Payments can be made by ACH, Zelle, check, or money order made payable to “**Four Aces Security Solutions**”, or by card over the phone with a 4% processing fee. Security services may be interrupted or cancelled for non-payment. Nonpayment will constitute 5 days past due as described in section 2.3.

**2.2** **FASS** will bill the *Client* \$50.00 per hour daily and \$75.00 per hour during holiday hours for Security Services as explained in "Exhibit A". If **FASS** responds for any extra services outside of "Exhibit A", The *Client* will be billed at the rate of \$60.00 per hour per Security Officer with a minimum of 1 hour. Determination of manpower will be at the discretion of **FASS Executive Manager**. **FASS** will bill out at a rate of \$100.00 per hour per Security Officer to aid prosecution, if necessary, as deemed by the *Client* or Judicial Department.

After the completion of the ONE (1) year term of this contract, and each year thereafter, monthly rate will be subject to reasonable increase due to rise in cost of services provided.

## **2.3 INVOICING & LATE PAYMENT POLICY:**

(a) 1st Payment is due by the *Client* at the signing of the contract unless other arrangements are made in writing, then payments will be made monthly to **FASS** for the remainder of the contract. Payment is net 30. Invoices will be submitted on or before the first of the following month by **FASS** for payment by

*Client*. If additional charges occur, it will be billed to the *Client* on the next month's invoice. The *Client* shall be liable for late payment charges for payments received more than 5 days from the due date. Said charge is \$50.00. If your account has any unpaid invoices overdue by more than 10 days, you will be notified and **FASS** may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Any account overdue by more than 10 days will be charged an additional charge of \$50.00 per day starting from the date of the invoice, not when payment was due. Non-payment of any invoice does not release the client from any amount due at the time of termination. Fees will continue until payment is made. All amounts due plus late charges, if any, will be referred to an outside collection agency and/or law firm for collection. Contracts can be cancelled due to payment issues or cost at a pro-rated price with a 30-day written notice. **FASS** will have the chance to lower the cost to match or beat the competitor's bid.

### 3. CHANGES.

*Client* may, with the approval of **FASS**, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order in Exhibit A") may be for additional work or **FASS** may be directed to change the direction of the work covered by the "Exhibit A", consistent with all applicable laws, but no change will be allowed unless agreed to by BOTH PARTIES in writing.

### 4. STANDARD OF CARE.

**FASS** warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the Oregon Department of Public Safety Standards and Training, have prior to appointment for employment at **FASS**, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. **FASS** and their Security Officers will be and stay properly licensed, trained and insured as prescribed by the State of Oregon. Insurance Certificates will be provided upon request. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY YOUR COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

### 5. LIABILITY.

**5.1 Remedy:** *Client's* exclusive remedy for any claim arising out of or relating to this Agreement will be for **FASS**, upon receipt of written notice, either (I) to use commercially

reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which FASS is at fault, or (ii) return to *Client* the fees paid by *Client* to FASS for the service provided that gives rise to the claim. *Client* agrees that it will not allege that this remedy fails its essential purpose.

**5.2** The *Client* understands and agrees that FASS cannot be held responsible or liable for any damage, theft, bodily injury or any other criminal or civil actions of a suspect or third party. The *Client* its employees, guests, assigns or under tenants using the premises do agree to indemnify and save harmless FASS its officers, employees, and their respective insurers for and against any and all liability, loss, damage, or expense of any kind, including attorney's fees arising from any claims asserted while providing security services on *Clients* private property. Also, the *Client* agrees that FASS is not responsible for any acts beyond their control such as acts of nature, acts of terrorism or attack by foreign military, as stated in **section 6.15**, but will do their utmost to protect life and property.

**5.3** Survival: Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

## **6. MISCELLANEOUS.**

**6.1** Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to *Client's* ability to pay for the security services in a timely fashion, FASS may demand in writing adequate assurances of *Client's* ability to meet its payment obligations under this Agreement. Unless *Client* provides the assurances in a reasonable time and manner acceptable to FASS in addition to any other rights and remedies available, FASS may partially or totally suspend its performance while awaiting assurances, without any liability.

**6.2** Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

**6.3** Modification and Waiver: Waiver of breach of this Agreement by either party shall not be considered a waiver of any other subsequent breach.

**6.4** Independent Contractor: FASS is an independent contractor of *Client*.

**6.5** Notices: *Client* shall give FASS written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which *Client* believes

that it has, or may seek to assert or allege, against FASS whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by FASS with respect hereto. If *Client* fails to give such notice to FASS regarding any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, *Client* shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

<p>If to FASS:</p> <p>Four Aces Security Solutions 16340 Lower Harbor Rd. Ste. 1 #271 Brookings, OR 97415 <a href="mailto:admin@4acessecurity.com">admin@4acessecurity.com</a> 541-661-2627</p>	<p>If to Client:</p> <p>Port of Brookings 16330 Lower Harbor Rd. Brookings, OR 97415</p>
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Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

**6.6 Assignment:** The Agreement is not assignable or transferable by *Client*, except as agreed by both parties in writing. This Agreement is not assignable or transferable by FASS without the written consent of *Client*, which consent shall not be unreasonably withheld or delayed.

**6.7 Disputes:** FASS and the *Client* recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

**6.8 Section Headings:** Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**6.9 Representations; Counterparts:** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party

with respect to all of its obligations hereunder. This Agreement may be executed (by original or electronic signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**6.10 Non-solicitation of Employees:** During and for one (1) year after the term of this Agreement, *Client* will not solicit the employment of, or employ **FASS's** personnel, without prior written consent from **FASS**.

**6.11 Employees Non-compete Clause:** *Client* agrees to not sign a contract with a former employee for up to three years after that said employee is terminated or released from employment with **FASS**. Each employee signs a non-compete clause with **FASS** when employment is started. They are in violation of that clause if they attempt to obtain a contract with a client that we had or was in contact with during their employment with **FASS**. This agreement protects both **FASS** and the *Client* from any lawsuits that may arise if any former employees do try to obtain a contract. If a contract is signed and we bring that information to your attention, you agree to assist in the enforcement of that non-compete clause that the employee signed during employment with **FASS**.

**6.12 Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of the **State of Oregon**, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

**6.13 Arbitration:** Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in a location agreed upon by both the parties.

**6.14 Entire Agreement; Survival:** This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between *Client* and **FASS** respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of the *Client* and agreement by **FASS**. Such service or services shall be deemed to be consistent with the warranties established herein.

**6.15 Acts of Superior Force:** FASS shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include but are not restricted to; acts of Nature or of the public enemy, i.e., fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties.

**6.16 Term & Termination:** This agreement shall remain in full force and effect for 2 years of contract date. If any misconduct from a Security Officer occurs, the said officer will be suspended from the *Clients* property, until an investigation is finalized. Any issues with services will be discussed and fixed prior to termination. FASS must be given two weeks to fix any issues with services before any actions can be taken due to that issue in question. If a contract is terminated due to an issue with services and those issues were never discussed with FASS, then the *Client* will be in breach of contract. A "30-day notice of Termination of Services Letter" must be issued, unless otherwise agreed by both parties in writing. If the contract is ended prior to the end of the original scheduled date, one year after the start date or renewal date, without just cause or 30 days notice, then the remaining balance of the contract will be paid to FASS. **Both parties** have the right to terminate the contract with 30 days' notice without penalties or fines. If no 30day notice letter is issued, the contract will renew automatically with a Month-to-Month contract. The renewed contract will be in effect until 30 daysnotice is given. 30-day notice can be given for any reason.

**6.17** FASS is authorized to remove any unwanted persons, tow any unauthorized vehicles, and make appropriate arrests on client property within the scope of the law. Any equipment used or carried by FASS personnel is solely at the discretion of FASS.



## “Exhibit A”

Duties to be Performed (cont'd. on page 9)

CLIENT UNDERSTANDS FASS IS NOT A POLICE FORCE. THE PRIMARY FUNCTION OF FOUR ACES SECURITY SOLUTIONS IS TO DETECT AND TO DETER CRIMINAL ACTIVITY BY MEANS OF A HIGHLY VISIBLE, STRONG PHYSICAL PRESENCE AND BY OBSERVING AND REPORTING UNSAFE PRACTICES OR SUSPICIOUS ACTIVITY. FASS AND THEIR SECURITY OFFICERS WILL ACT IN A PROFESSIONAL MANNER AND UPHOLD THE CLIENT'S PRIVACY AT ALL TIMES.

THE CLIENT AUTHORIZES FOUR ACES SECURITY SOLUTIONS AND ITS SECURITY OFFICERS AND EMPLOYEES TO ACT AS AN AGENT OF THE CLIENT AND REPRESENTATIVE OF THE PROPERTY OWNER AND EMPOWERS SAME TO ENFORCE TRESPASS STATUTES WHENEVER NECESSARY. FOUR ACES SECURITY SOLUTIONS AND ITS SECURITY OFFICERS AND EMPLOYEES SHALL ACT IN THE BEST INTEREST OF THE CLIENT EITHER IN HIS ABSENCE OR PRESENCE WHILE PROVIDING SECURITY SERVICES TO THAT PROPERTY UNDER THE SCOPE OF PRACTICE OF A SECURITY PROVIDER, IN THE STATE OF OREGON.

**Location of Site(s):**

16330 Lower Harbor Rd. Brookings, OR 97415

**Duties:** Security Officers will patrol the property, via vehicle or on foot, checking for any major discrepancies or violation of policies designated by *Client*, Federal, State or local law. Security Officers will follow SOPs (Standard Operating Procedure) designated by **FASS & Client** in handling above stated violations.

**Services to be provided:**

- Security Patrol of Property
- Close RV park gate at 10pm and empty RV park parking lot
- Lock and unlock port bathrooms
- Check vehicles for parking permits
- Cite vehicles without parking permits on port property after 10pm
- Client will receive 2 hours of services each night

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of nine (9) pages, including "Exhibit A", having **initialed at the bottom of each page**, as of **Date:** \_\_\_\_\_

*[Client]*

Printed Name: \_\_\_\_\_

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

**Representative of Property**

*[FASS ]*

By: \_\_\_\_\_

**Joshua Kemp – Operations Manager**

# INFORMATION ITEM – A

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**DATE:** September 20, 2023  
**RE:** FEMA PW-189 Dredging Update & Schedule  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

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## FEMA Update

- The Port currently has three payment requests in with FEMA totaling \$733,382. Payment request approvals been taking 100 days. The current requests are respectively at 61 and 29 days (as of September 20).
- FEMA reimburses 75% of the costs. Business Oregon will pay the other 25% after FEMA approval. Business Oregon said they would turn their reimbursements in 30 days.
- Clamshell dredging contract with Billeter Marine is signed and they are scheduled to begin dredging at the Boat Yard on October 15. The Port will install turbidity screens around the work area prior to clamshell work.
- McLennan Excavation contract for the sediment basin construction was signed, but the Port had to modify the scope of work to erosion protection. Removal of the CMP drain was deleted. The reduction of work will be reflected in a change order to the contract. McLennan is scheduled to be on site at the end of September.
- The electric dredge was ordered with a wired 50% downpayment and scheduled to arrive January 8, 2024. The remaining 50% will be required before the dredge is shipped, November 27<sup>th</sup>. Assembly and dredge training will begin immediately after arrival and continue for 15 days straight (weekends included).
- The generator was ordered with a 25% downpayment and scheduled to arrive December 11, 2023. The remaining 75% will be required before the generator is shipped, November 27<sup>th</sup>.
- The HDPE pipe (dredge discharge pipe) was ordered and scheduled to arrive October 9, 2023. Port staff will be trained in pipe welding by the pipe supplier shortly after delivery. The Port will be renting a pipe welding machine. Pipe welding will begin immediately with the pipe getting installed from the Boat Yard, along Basin 2 eastside to the sediment basin. See attached map.
- 170 concrete blocks for the sediment basin were ordered and as of August 24, 48 blocks were ready to ship. The Port should be ready to receive and install the concrete blocks mid-to-late September.
- The Port is anticipating dredging from January 16 to March 15, 2024.
- Once the dredged sediment is dry enough to handle and determine quality of the material, the Port will work on removal plans.
- Department of State Lands, Removal-Fill Permit was renewed for the dredging.

## DOCUMENTS

- FEMA Project Schedule, 3 pages
- Discharge Pipe Map, 1 page
- FEMA PW-189 Budget/Balance Report, 1 page

**FEMA - POBH PROJECT SCHEDULE  
FEMA PW189 Dredging 2023**

9/12/2023

#	Description	AUGUST							SEPTEMBER																														
		28	29	30	31	1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	9	10						
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T						
1	McLennan - Erosion Control																																						
2	Grading / Dirt Berm																																						
3	Set Forms - Block Wall Footing	A	A	A	A	A	A	A																															
4	Strip Forms - Block Wall Footing																																						
5	Pour Concrete - Block Wall Footing																																						
6	Delivery of Concrete Blocks																																						
7	Place Concrete Blocks																																						
8	Place Fabric/Plastic on Block walls																																						
9	Install Weir Forms & Boards																																						
10	Backfill against Block walls																																						
11	Install Fencing at Sediment Basin (Port or Contractor)																																						
12	HDPE Pipe Delivery																																						
13	HDPE Pipe Welding Training																																						
14	Pipe Welding																																						
15	Layout Pipe - Basin 2																																						
16	Excavate - Pipe Road Crossing																																						
17	Lay Pipe and Backfill Road Crossing																																						
18	Layout Pipe - Sediment Basin																																						
19	Clamshell Dredging (Boat Yard)																																						
20	DRP 120 Dredge Delivery																																						
21	Assemble Dredge																																						
22	Training / Dredging Basin 2																																						
23	Dredging Basin 2																																						

A = Actuals

# FEMA - POBH PROJECT SCHEDULE

## FEMA PW189 Dredging 2023

#	Description	OCTOBER														NOVEMBER																	
		11	12	13	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23
		W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T
1	McLennan - Erosion Control																																
2	Grading / Dirt Berm																																
3	Set Forms - Block Wall Footing																																
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7	Place Concrete Blocks																																
8	Place Fabric/Plastic on Block walls																																
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11	Install Fencing at Sediment Basin (Port or Contractor)																																
12	HDPE Pipe Delivery																																
13	HDPE Pipe Welding Training																																
14	Pipe Welding																																
15	Layout Pipe - Basin 2																																
16	Excavate - Pipe Road Crossing																																
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19	Clamshell Dredging (Boat Yard)																																
20	DRP120 Dredge Delivery																																
21	Assemble Dredge																																
22	Training / Dredging Basin 2																																
23	Dredging Basin 2																																

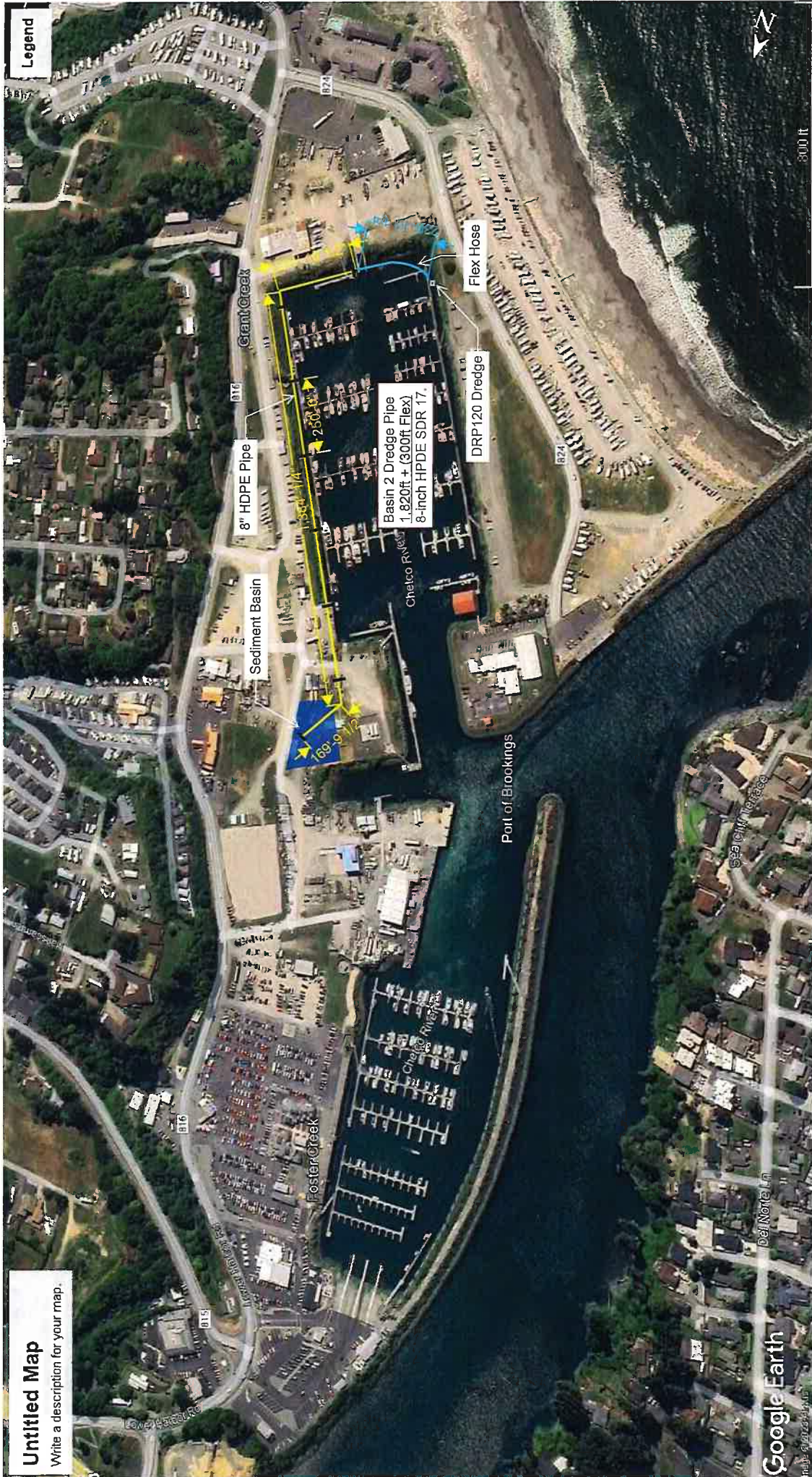
A = Actuals

FEMA - POBH PROJECT SCHEDULE  
 FEMA PW189 Dredging 2023

9/12/2023

#	Description	DECEMBER							JANUARY																			
		24	2	9	16	23	30	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	
		F	S	S	S	S	S	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
1	McLennan - Erosion Control																											
2	Grading / Dirt Berm																											
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13	HDPE Pipe Welding Training																											
14	Pipe Welding																											
15	Layout Pipe - Basin 2																											
16	Excavate - Pipe Road Crossing																											
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18	Layout Pipe - Sediment Basin																											
19	Clamshell Dredging (Boat Yard)																											
20	DRP 120 Dredge Delivery																											
21	Assemble Dredge																											
22	Training / Dredging Basin 2																											
23	Dredging Basin 2																											

A = Actuals



**Untitled Map**

Write a description for your map.

PORT OF BROOKING HARBOR  
 PW NO. 189  
 \*\*Version 0\*\*  
 Contract Debris Removal

EIN: 93-6013807 PA ID: 015-UJZ5Q  
 Quantity/Unit  
 LS

PCA:

Unit Price  
 Cost  
 Other

\$2,447,071.97

Total Approved Amount **\$2,447,071.97**

**PROGRESS PAYMENT #1 - 07-20-2023**

Description	Invoice No.	Invoice Date	Invoice Period	Invoice Amount	Requested Amount	Approved Amount
EMC-Engineers/Scientists, LLC	91009-2260	2/15/2023		\$0.00	\$0.00	\$0.00 Paid Pay#3
EMC-Engineers/Scientists, LLC	91009-2269	3/15/2023		\$3,240.00	\$3,240.00	\$3,240.00
EMC-Engineers/Scientists, LLC	91009-2274	4/8/2023		\$4,030.00	\$4,030.00	\$4,030.00
EMC-Engineers/Scientists, LLC	91009-2281	4/25/2023		\$720.00	\$720.00	\$720.00
EMC-Engineers/Scientists, LLC	91009-2282	5/1/2023		\$1,680.00	\$1,680.00	\$1,680.00
EMC-Engineers/Scientists, LLC	91009-2301	6/7/2023		\$3,300.00	\$3,300.00	\$3,300.00
EMC-Engineers/Scientists, LLC	91009-2310	7/2/2023		\$2,670.00	\$2,670.00	\$2,670.00
Sonsray Machinery	ESA001779V1	7/17/2023		\$110,388.31	\$110,388.31	\$110,388.31
GEI Works	4308-71723	7/17/2023		\$5,749.70	\$5,749.70	\$5,749.70
Tidewater Contractors	52889	7/19/2023		\$27,200.00	\$27,200.00	\$27,200.00

**PROGRESS PAYMENT #1**

**\$158,978.01** 75% **\$119,233.51**  
**\$158,978.01** Costs to Date  
**\$2,288,093.96** Remaining Bal.

**FEMA Payment #1 9/7/2023 VP001085**

**PROGRESS PAYMENT #2 - 08-21-2023**

Description	Invoice No.	Invoice Date	Invoice Period	Invoice Amount	Requested Amount	Approved Amount
EMC-Engineers/Scientists, LLC	91009-2320	7/23/2023		\$4,330.00	\$4,330.00	\$4,330.00
Iron Eagle Trailers (Flatbed Trailer)	48977	8/3/2023		\$9,005.00	\$9,005.00	\$9,005.00
Americas Generators (Generator)	97953	8/1/2023		\$98,189.96	\$98,189.96	\$98,189.96
Core & Main (HDPE 8" Pipe)	Blid# 3041762	7/26/2023		\$34,772.58	\$34,772.58	\$34,772.58
Dragflow (Dredge Machine)	DR164/23	8/18/2023		\$415,810.00	\$415,810.00	\$415,810.00

**PROGRESS PAYMENT #2**

**\$562,107.54** 75% **\$421,580.66**  
**\$0.00** Costs to Date  
**\$1,725,986.42** Remaining Bal.

**PROGRESS PAYMENT #3 - Ongoing Costs**

Description	Invoice No.	Invoice Date	Invoice Period	Invoice Amount	Requested Amount	Approved Amount
EMC-Engineers/Scientists, LLC	91009-2331	8/13/2023		\$3,410.00	\$3,410.00	\$3,410.00
Port Force Account Labor				\$2,024.66	\$2,024.66	\$2,024.66
Port Force Account Equipment				\$63.24	\$63.24	\$63.24
Port Force Account Materials				\$3,877.74	\$3,877.74	\$3,877.74

232

**PROGRESS PAYMENT #3 (Not Submitted)**

**\$9,375.64** 75% **\$7,031.73**  
**\$0.00** Costs to Date  
**\$1,716,610.78** Remaining Bal.



# INFORMATION ITEM - B

**DATE:** September 20, 2023  
**RE:** Wastewater Treatment Plant Budget  
**TO:** Honorable Board President and Harbor District Board Members  
**ISSUED BY:** Travis Webster, Port Manager

## OVERVIEW

- Environmental Protection Agency (EPA) awarded the Port Phase 1 Engineering and Permitting funding for the WWTP in the amount of \$513,500. EPA will pay 80%, up to and not exceeding total federal funding of \$410,800. The Port is responsible for the other 20% (\$102,700). Any unused funds are rolled over to Phase 2 Construction.
- Phase 1 Engineering and Permitting expenditures to date is \$148,545.87. The Port responsible amount is \$29,709.17. EMC is estimated to spend another \$50,000 on geotechnic boring holes (subgrade evaluation), engineering and drafting.
- Jack Akin/EMC Engineers-Scientists (Port Engineer) provided a cost estimate for the construction and remaining engineering for the project at \$3,115.054. EMC total did not factor in contractor profit or remote worksite costs. The WWTP System is \$2,426,910 and \$688,114 for the construction. The Port is estimating contractor profit at 30% (\$206,443), remote worksite at 15% (\$103,221) and contingency at 10% (\$311,505) for an additional cost of \$621,169.
- Below is an estimated table of Phase 1 and Phase 2 funding and to date expenditures.


Description	Total Funding	EPA 80% Total	Port 20% Total	Amount Spent to Date	EPA 80%	Port 20%
<b>Phase 1</b>						
Engineering & Permitting	513,501.00	410,800.80	102,700.20	148,546.87	118,837.50	29,709.37
Rollover Amount	(364,954.13)	(291,963.30)	(72,990.83)			
Estimated Amount Remaining	50,000.00	40,000.00	10,000.00			
<b>Phase 2 Construction</b>						
WWTP System	2,426,910.00	1,941,528.00	485,382.00	-	-	-
Construction	688,144.00	550,515.20	137,628.80	-	-	-
Contractor Profit	206,443.00	165,154.40	41,288.60	-	-	-
Remote Worksite	103,221.00	82,576.80	20,644.20	-	-	-
Contingency (10%)	311,505.40	249,204.32	62,301.08			
<b>Estimated Totals</b>	<b>3,934,770.27</b>	<b>3,147,816.22</b>	<b>786,954.05</b>	148,546.87	118,837.50	29,709.37

- As mentioned before, the Port is responsible for 20% of the project costs. Total estimated matching needed for the project is \$786,954. Currently, the Port has paid \$29,709.37 in matching.
- Port currently has \$175,000 from a property sale set aside in our reserve fund specifically for matching funds for this project. If the funds from the sale are not used for matching, then the port must meet its obligations to Business Oregon.
- Port also can use an additional \$50,000 from SLFRF issued by Curry County.

- EPA is waiting for the Port submission of the Budget and Forms to proceed with awarding Phase 2 Construction funding.
- A revised plan for the dock repair removed all in-water work. This will reduce unnecessary permitting. Other planned changes include additional space for tank size and avoidance of ATON line-of-sight.

#### **DOCUMENTS**

- EPA Phase 1 Engineering and Permitting Funding Award, 5 pages
- EMC Estimated Budget Costs, 1 page
- WWTP Drawings, 3 pages

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 02J26801 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> CG	<b>DATE OF AWARD</b> 05/10/2023
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 05/15/2023
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> PEND
		<b>RECIPIENT TYPE:</b> Special District	
<b>RECIPIENT:</b> Port of Brookings Harbor 16330 Lower Harbor Road Brookings, OR 97415-8306 EIN: 93-6013807		<b>PAYEE:</b> Port of Brookings Harbor dba Beach Front RV Park 16330 Lower Harbor Rd Brookings, OR 97415-8306	
<b>PROJECT MANAGER</b> John (Jack) Akin, MS, PE Akin 450 Conestoga Circle Jacksonville, OR 97530-9400 Email: emc@emcengineersscientists.com Phone: 541-261-9929		<b>EPA PROJECT OFFICER</b> Megan Browning 805 SW Broadway #500 Portland, OR 97205 Email: Browning.Megan@epa.gov Phone: 503-326-2715	<b>EPA GRANT SPECIALIST</b> Michel Rodriguez GIAB 1200 Sixth Avenue, Ste 155 Seattle, WA 98101 Email: Rodriguez.Michel@epa.gov Phone: 206-553-1901
<b>PROJECT TITLE AND DESCRIPTION</b> Fish Processing Wastewater Treatment, and associated Port Infrastructure  This agreement provides funding to Port of Brookings Harbor to implement Phase 1 (initial planning and design) of their industrial wastewater treatment plant project, as directed in the 2022 Consolidated Appropriations Act. The activities to be performed are pre-sitework including project development, planning, preliminary design, project management including negotiations with stakeholders, and obtaining a United States Army Corps of Engineers work-in-water permit and a National Pollutant Discharge Elimination System permit from Oregon Department of Environmental Quality. The anticipated deliverables are the initial project design and obtaining a National Pollutant Discharge Elimination System permit from Oregon Department of Environmental Quality and a work-in-water permit from the United States Army Corps of Engineers, which are expected to lead to the construction of a larger wastewater plant project that will improve water quality in the Chetco estuary for the residents of Brookings. No subawards are included in this assistance agreement.			
<b>BUDGET PERIOD</b> 10/01/2021 - 02/29/2024	<b>PROJECT PERIOD</b> 10/01/2021 - 02/29/2024	<b>TOTAL BUDGET PERIOD COST</b> \$513,500.00	<b>TOTAL PROJECT PERIOD COST</b> \$513,500.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 02/28/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$410,800.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$410,800.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 , EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, Water Division R10 - Region 10 1200 Sixth Avenue Ste. 155 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Alan Lee Digital signature applied by EPA Award Official			<b>DATE</b> 05/10/2023

### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$410,800	\$410,800
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$102,700	\$102,700
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$513,500	\$513,500

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2022 Consolidated Appropriations Act (PL 117-103)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2310MCD001	22	E5	1022CHS	000B80	4192	-	-	\$410,800
									\$410,800

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
<b>1. Personnel</b>	\$0
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$388,500
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$125,000
<b>9. Total Direct Charges</b>	\$513,500
<b>10. Indirect Costs: 0.00 % Base</b>	\$0
<b>11. Total (Share: Recipient 20.00 % Federal 80.00 %)</b>	\$513,500
<b>12. Total Approved Assistance Amount</b>	\$410,800
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$410,800
<b>15. Total EPA Amount Awarded To Date</b>	\$410,800

## COSTING SHEET

### Civil Works

Access & Work Areas	Coverage, sf	\$/cy Excavation, Grading	\$/sf Subgrade Compaction	\$/cy. Rock purchase, delivery and placement	\$/Ton Asphalt, Placed	\$/cy Concrete
WWTP & Surrounding	38,240	20	0.5	50	125	150
\$/Specified Catch Basin, ea	\$/yd <sup>3</sup> Concrete, Labor	Cut/Fill Volumes, cy	Volume of Sub-base and Base Rock, cy	Volume of Asphalt, Tons, 3" Thick	Concrete Volume, cy	12-30" SW Pipe Installed/ft
4500	40	948.9	885	365	470.2	120
SW Pipe Length, ft	No. Catch Basins	SW System Total	Grading Total	Sub-Grade Compaction Total	Aggregate Total	Asphalt Total
600	4	90000	18978.4	19120	44259	45600
Concrete Total	TOTAL Pre-MOBE/DEMOBE BUDGET Items	Total Equipment MOBE/DEMOBE Costs	Total Itemized Costs	Soil Investigation	TOTAL Mitigation BUDGET	
89340	307298	24584	331882	22,000	<b>\$381,539</b>	
Engineering	36,876	Permitting	15365			

Assume Site paving and SW construction will begin in April, 2024, Completed by August, pay 30% down  
 Assume excavation as shown, with 6" base rock, 3" asphalt, 14" excavation under 40,000 sf, 14" of concrete on 20,000 sf of slab, 12" concrete in ground for ring beams, and 10" above ground for ring beam. Small amount of leveling course (25%)for grading.

### WWTP System

GPD System	301000	500,000	
Estimated	1,461,000	<b>2426910</b>	Represents a proportional increase, much higher than expected
		<b>728073</b>	30% Required Upon Order
Engineering, Permitting, Funding, Management, Submissions		<b>1698837</b>	70% Required Within 60 Days of Equipment Receipt, assume 4 months after order.

### Dock Repair

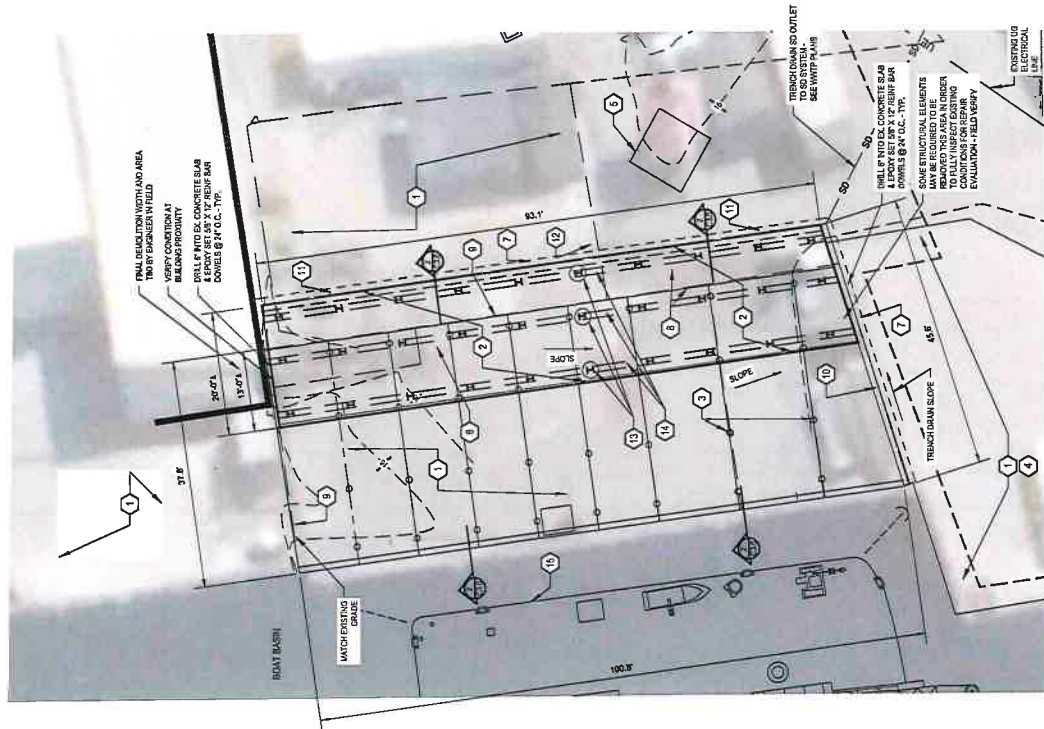
Preliminary 306,605 From original work estimate, which included all in-water work  
 Assume dock construction will begin in April, 2024, Completed by August, pay on balance monthly, 30% down for materials

**Total Project Costs                      3,115,054**



### DOCK REPAIR PLAN NOTES

- 1 EXISTING DOCK AND/OR CONCRETE TO REMAIN
- 2 APPROXIMATE LIMITS OF DOCK REPAIR (1,200 SQ. FT. ±)
- 3 EXISTING WOOD PILING AND PILING CAP TO REMAIN - TYP.
- 4 WATERL STAGING AREA
- 5 EXISTING ATON TOWER & SIGN TO REMAIN
- 6 NEW 8" THICK REINFORCED CONCRETE SLAB & EXPOSED 1/2" X 1/2" STEEL FLOOR DECK - TYPICAL
- 7 REMOVE & REPLACE EXISTING CONCRETE AS REQUIRED
- 8 APPROX. EDGE OF AC PAVING - REMOVE & REPLACE AS REQUIRED
- 9 APPROX. EDGE OF EXISTING CONCRETE SLAB
- 10 NEW TRENCH DRAIN - SEE SHEET C3.1 FOR DETAILS 17"x24" (OR AS RECD) DP. EDGE FOOTING - DOWEL INTO NEW CONC. SLAB. SEE DOWELING INSTRUCTIONS THIS SHEET.
- 11 WATCH EXISTING GRADE @ SLAB / AC LINE - TYP.
- 12 NEW W/2028 7" PILING X 49' LONG PER ENGINEER - TYP.
- 13 NEW STEEL BEAM PILING CAPS
- 14 STATIONARY BARGE W/ MOBILE CRANE



1 DOCK REPAIR PLAN  
SCALE: 1" = 10'

**HORIZONTAL DATUM**  
 ORIGIN: CORNER OF REFERENCING POINTS (PERSONAL CORNER ZONE) AS REFERRED IN OREGON ADMINISTRATIVE RULES 72A-00005 THRU 72A-00010. COORDINATES WERE OBTAINED FROM THE OREGON STATE SURVEY NETWORK (OSN) REFERENCED TO NAD 83 (2011) (STOOD 2011). INTERNATIONAL FEET, WITH A RELATIVE ACCURACY OF 45m.

**VERTICAL DATUM**  
 MEAN LOWER LOW WATER (MLLW) OF 1984-2011. BENCHMARK UTILIZED FOR THIS SURVEY: US ARMY CORPS OF ENGINEERS BENCHMARK ELEVATION: 21.65 FEET

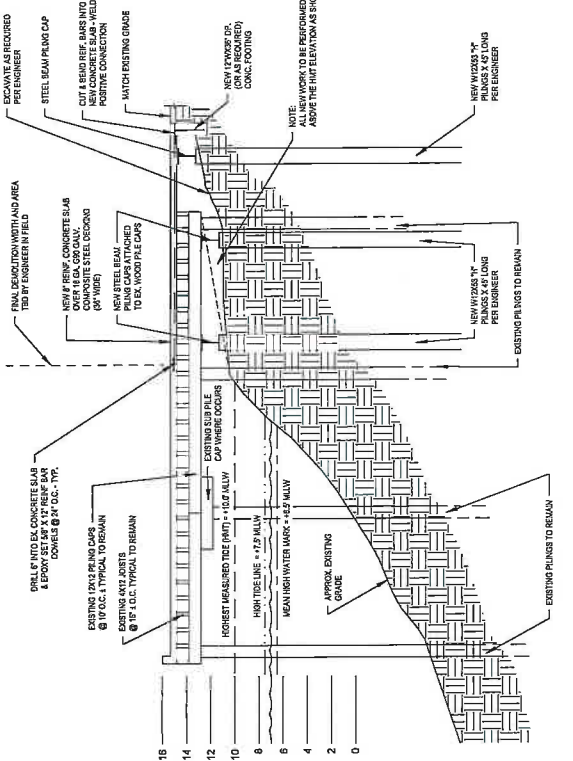
**NOTE**  
 EVERY EFFORT HAS BEEN MADE TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, AND SURROUNDING AREAS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING CONDITIONS, UTILITIES, AND SURROUNDING AREAS. IF DISCREPANCIES AND/OR INCLUDING BUT NOT LIMITED TO) ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR RESOLUTION AND THE PART OF THE PROJECT AFFECTED BY THE DISCREPANCY SHALL BE SUSPENDED AND/OR RELOCATION OF SUCH ELEMENTS AS REQUIRED.

EMC  
Engineers. Scientists. LLC.  
Civil, Mechanical, Electrical, Structural, Environmental, and Construction Services  
Portland, OR  
1000 NE Oregon Street, Suite 200  
Portland, OR 97232  
Phone: 503.251.1000  
Fax: 503.251.1001  
www.emc-engineers.com

PROPOSED DOCK REPAIR PLAN

PORT OF BROOKINGS HARBOR  
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
 PROPOSED WASTEWATER TREATMENT PLANT  
 STORM DRAIN IMPROVEMENTS

DRAWN BY: JW  
 DATE: 14 AUG 2023  
 JOB No.: 023-2002  
 SHEET No.:  
**C3.0**  
 DOCK REPAIR PLAN

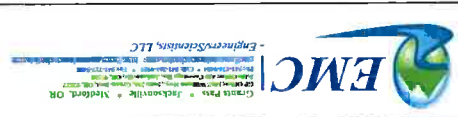


2 DOCK SECTION - TYPICAL REPAIR AREA  
 SCALE: 1" = 6'

CONCEPT PLAN ONLY  
 NOT FOR CONSTRUCTION



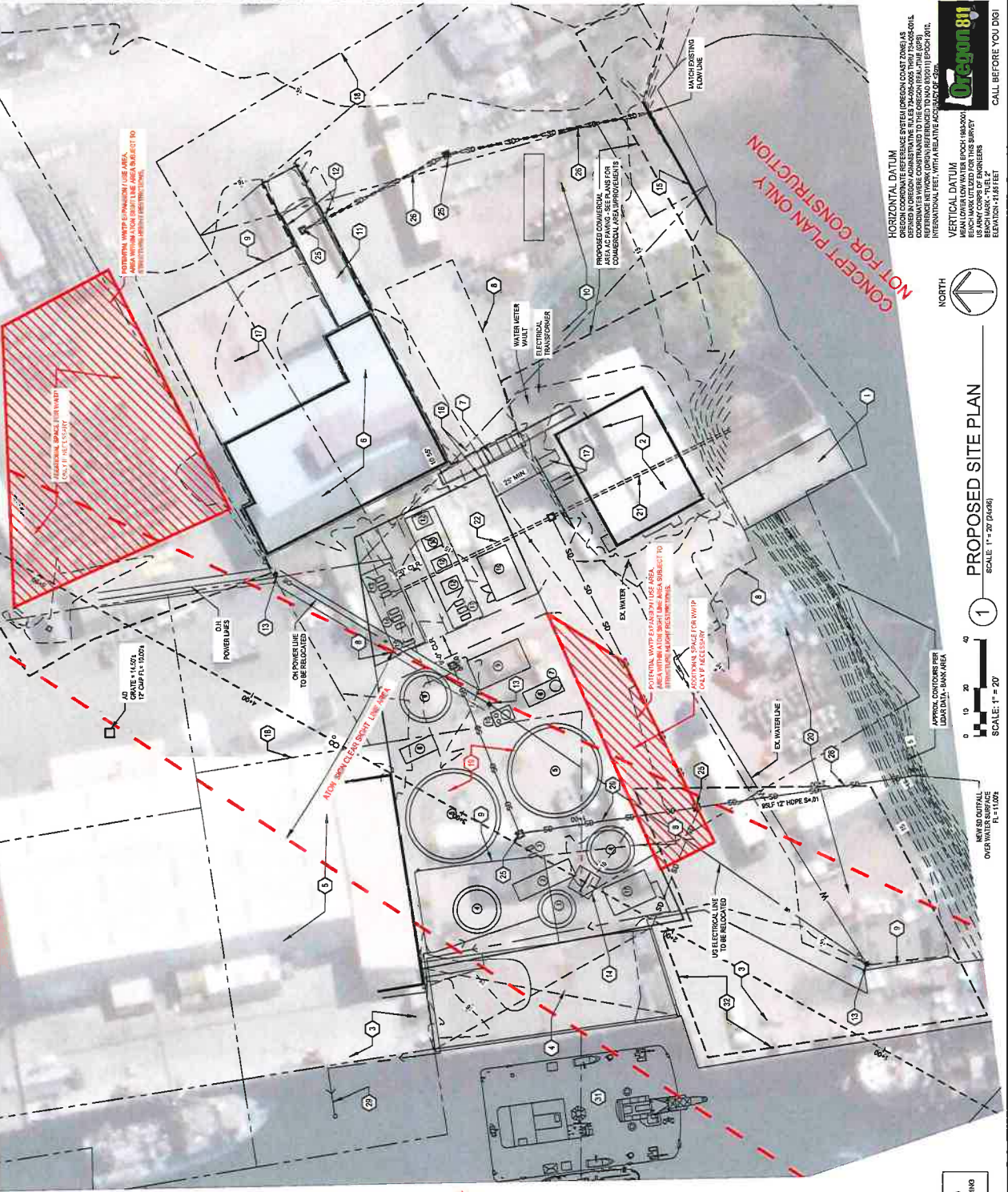
NO.	DESCRIPTION	DATE	BY



**PROPOSED**  
**CONSTRUCTION**

**PORT OF BROOKINGS HARBOR**  
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415  
STORM WASTEWATER TREATMENT PLANT  
STORM DRAIN IMPROVEMENTS

DRAWN BY: JW  
DATE: 14 AUG 2023  
JOB NO: 023-2022  
SHEET NO: **C2.1R**  
PROPOSED  
SITE PLAN



**Horizontal Datum**  
MEAN LOWER LOW WATER (MOLL) 1985/2000  
COORDINATES WERE CORRECTED TO THE OREGON REAL-TIME (ORT) DATUM BY THE OREGON SURVEYING BOARD (OSB) IN 2018. THE OREGON SURVEYING BOARD (OSB) HAS A RELATIVE ACCURACY OF ±25MM.

**Vertical Datum**  
MEAN LOWER LOW WATER (MOLL) 1985/2000  
ELEVATIONS WERE CORRECTED TO THE OREGON REAL-TIME (ORT) DATUM BY THE OREGON SURVEYING BOARD (OSB) IN 2018. THE OREGON SURVEYING BOARD (OSB) HAS A RELATIVE ACCURACY OF ±25MM.

**Vertical Datum**  
MEAN LOWER LOW WATER (MOLL) 1985/2000  
ELEVATIONS WERE CORRECTED TO THE OREGON REAL-TIME (ORT) DATUM BY THE OREGON SURVEYING BOARD (OSB) IN 2018. THE OREGON SURVEYING BOARD (OSB) HAS A RELATIVE ACCURACY OF ±25MM.



**PROPOSED SITE PLAN**  
SCALE: 1" = 20'  
1

**PROPOSED SITE PLAN NOTES**

- 1 ICE HOUSE DOCK
- 2 ICE HOUSE BUILDING
- 3 CONCRETE DOCK (NO IMPROVEMENTS)
- 4 CONCRETE DOCK, APPROX. 1,800 SQ. FT. (CURRENTLY CONDEMNED). SEE REPAIR DRAWINGS, SHEETS C2.3, C2.0 & C2.1
- 5 RC FISHERIES BUILDING
- 6 COLD STORAGE BUILDING
- 7 EXISTING 40" DP CONCRETE BOX CULVERT IN STEEL PLATE COVERS CONTAINING COLD STORAGE BUILDING TO COLD STORAGE BUILDINGS
- 8 APPROX. EDGE OF AC PAVING - REMOVE AS REQUIRED
- 9 APPROX. EDGE OF EXISTING CONCRETE SLAB REMOVE AS REQUIRED
- 10 COMPACTED GRAVEL SURFACE
- 11 COLD STORAGE LOADING DOCK RAMP
- 12 LOADING DOCK RAMP CONCRETE WALLS
- 13 POWER/LIGHT POLE TO BE RELOCATED
- 14 EXISTING ATON, PAD & SIGN TO REMAIN
- 15 SEA WALL
- 16 STEEL BOLLARDS - RELOCATE AS REQUIRED
- 17 CONCRETE PAD
- 18 PROPERTY BOUNDARY LINES (PER COUNTY TAXMAPS)
- 19 PROPOSED WWTP - RE-COMP FURRED DESIGN CURRENTLY IN PROGRESS. NEW STRUCTURES WITHIN ATON RIGHT LINE AREA SUBJECT TO HEIGHT RESTRICTIONS.
- 20 EXISTING AC PAVING AS PAVING. INSTALLED NEW AC PAVING OVER A CRUSHED ROCK BASE. "WTP"
- 21 EXISTING CMP SD PIPE TO BE ABANDONED
- 22 NOT USED
- 23 NOT USED
- 24 NOT USED
- 25 NEW CR W/OIL SEPARATOR
- 26 NOT USED
- 27 NOT USED
- 28 NOT USED
- 29 EXISTING 6" SD OUTFALL - EXAKA TEE VERTICAL OUTFALL AFFIRMED TO SILLHEAD AND EXTENDING 20' WESTWARD TO DISCHARGE.
- 30 NOT USED
- 31 STATIONARY BARGE W/ MOBILE CRANE
- 32 DEBRIS REMOVAL & MATERIAL STAGING AREA

**NOTE:**  
ALL EXISTING LEGS AND STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION.  
EVERY EFFORT HAS BEEN MADE TO VERIFY ALL DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND ELEVATIONS AND TO MAINTAIN THEM THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR RESOLUTION AND THE PART OF THE DRAWING THAT IS IN QUESTION. CORRECTIONS AND/OR REVISIONS OF SUCH ELEMENTS AS REQUIRED.