

RESOLUTION NO. 143

BUDGET AMENDMENT TO RESOLUTION NO. 140 OF THE PORT OF BROOKINGS BUDGET FOR THE 1985-86 TAX YEAR AND MAKING APPROPRIATIONS OF THE AMOUNTS THEREIN MENTIONED FOR ACCEPTANCE OF OREGON STATE MARINE BOARD FACILITY GRANT #339 FOR FISCAL YEAR 1986 FOR SPORT MARINA PARKING PROJECT AND MADE PURSUANT TO O.R.S. 488.875.

WHEREAS, the Port of Brookings has received the sum of \$37,750.00 as a grant to be utilized for paving of the parking project at the Port of Brookings; and

WHEREAS, this grant for a specific purpose was not foreseen prior to the preparation of the Port of Brookings budget for the 1985-86 fiscal year; and

WHEREAS, the grant is for the specific purpose of paving the parking project at the Port of Brookings;

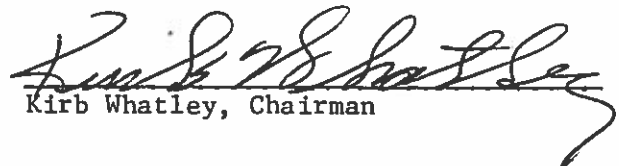
NOW, THEREFORE, BE IT RESOLVED that the Port of Brookings hereby accepts the sum of \$37,750.00 from the Oregon State Marine Board.

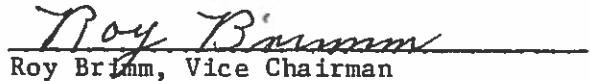
BE IT FURTHER RESOLVED that said funds be appropriated in the following manner:

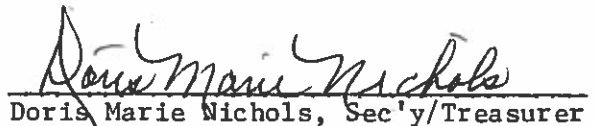
SPORT MARINA A/C PAVING PROJECT 1986 \$37,750.00

DATED this 18th day of March, 1986.

PORT OF BROOKINGS
BOARD OF COMMISSIONERS


Kirb Whatley, Chairman


Roy Brumm, Vice Chairman


Doris Marie Nichols, Sec'y/Treasurer


O. K. McCart



State Marine Board
ADMINISTRATIVE OFFICE

3000 MARKET ST. N.E., No. 505, SALEM, OREGON 97310-0650 PHONE 378-8587

October 23, 1985

Kirb Whatley
Port of Brookings
PO Box 848
Brookings, OR 97415

RE: Facility Grant #339; Sport Marina Parking Project

Dear Mr. Whatley:

The Marine Board considered the Port's request for a facility grant at its October 16, 1985 meeting. I am pleased to advise you that a grant of \$37,750 was approved, subject to the following conditions:

- a. That the parking be available to the public without charge on a first come - first served basis.
- b. That the Port be responsible for any cost overruns.

Enclosed is a facility grant agreement for approval by the Port. Please sign both copies and return one to me. Forward your plans and specifications for the project to this office for approval as soon as you're ready to proceed.

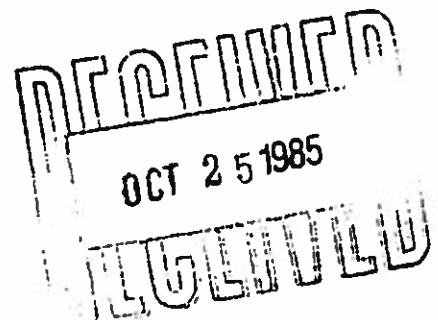
I look forward to the successful completion of this needed project.

Sincerely,

Paul Donheffner
Paul Donheffner
Director

PD:pa

cc: Senator Bradbury
Representative Schroeder



FACILITY GRANT AGREEMENT

This Facility Grant Agreement made and entered into this 16th day of October, 1985, by and between the State of Oregon through its Marine Board, hereinafter called "Board" and the Port of Brookings, a political subdivision of the State of Oregon, hereinafter called "Port."

WITNESSETH:

Whereas, the Board and Port are both desirous of providing public boating facilities for recreational use on at the Brookings Sport Marina; and

Whereas, Board and Port are authorized by ORS Chapter 190 to enter into cooperative agreements; and

Whereas, Board is authorized to provide grants for boating facilities under ORS 488.875.

Now therefore, the Board and Port hereby promise and agree:

1. That the Port will allow free public access to the parking facilities.

2. That no fee shall be charged to the public at any time for use of parking for the purpose of using the Sport Marina during the tenure of this agreement;

3. That development work will be accomplished by Port to include paved parking, as described in the facility grant application and attached plans and that the costs will be shared as follows:

Port	\$ 2,300
Board	37,750
Other	2,000
TOTAL	\$ 42,050

4. That Port will comply with Marine Board policies and procedures as set forth in the Facility Grant Program Procedure Guide.

5. The Port shall forward plans and specification for the improvements to the Board for approval prior to advertising for bids.

6. That Port will be responsible for annual maintenance of said improvements and the access channel for a period of at least twenty (20) years, with is the term of this agreement.

7. In the event a fee for parking is charged to the public at any time during the tenure of this agreement, or in the event Port fails to maintain the facility as agreed, then the Agreement shall be considered terminated, and the Port shall promptly reimburse the Board for the undepreciated balance (straight line method) of the improvement costs provided by Board under this grant as of the time of such event. Title to the improvements remain with the Port in the event of termination.

8. In the event either party is unable to uphold respective responsibilities under terms of this Agreement, said Agreement may be terminated within 60 days written notice.

9. Special conditions of this grant include:

- a. Parking shall be free on a first come - first served basis.
- b. Port shall be responsible for any cost overruns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be by executed by their duly authorized representatives the day and year written above.

Port of Brookings

State Marine Board

By

Kenneth S. Shultz

By

Paul Donheffner
Paul Donheffner
Director

Date:

10/28/85

Date:

10/27/85