PORT OF BROOKINGS HARBOR

Regular Commission Meeting Tuesday, June 16, 2020 • 6:00pm

Teleconference / Meeting Room (limited space)

Teleconference Call-In Number: 1 (301) 715-8592

Meeting ID: 826 3890 1877

1. CALL MEETING TO ORDER

Participant ID: #

(to mute/unmute: * 6)

When calling in, please announce your arrival and state your name when you join the meeting.

TENTATIVE AGENDA

	 Pledge of Allegiance Roll Call Modifications, Additions, and Changes to the Agenda Declaration of Potential Conflicts of Interest 	
2.	APPROVAL OF AGENDA and CONSENT ITEMS A. Approve Minutes of Budget Meeting Tuesday May 12, 2020. B. Approve Minutes of Special Meeting Thursday May 14, 2020. C. Approve Minutes of Regular Meeting Tuesday May 19, 2020. D. Approve Minutes of Workshop Meeting Thursday May 21, 2020. E. Approve Minutes of Special Meeting Thursday May 28, 2020. ***Sample motion: Motion to approve agenda and meeting minutes as noted.	4 6 8 9
3.	PUBLIC COMMENTS – (Limited to a maximum of three minutes per person. Please to danielle@portofbrookingsharbor.com prior to the meeting, no later than 5:30pm day o wait to be called on before speaking***)	
4.	MANAGEMENT REPORTS A. Financial Report – May 2020. B. Safety Report – May 2020. C. Harbormaster Report – May 2020. D. Port Manager Report – May 2020. ***Sample motion: Motion to approve management reports for May 2020 as	67 68 79
5.	ACTION ITEMS A. Resolution to Adopt Fiscal Year Budget 2020-21 B. Tidewind Sportfishing Lease Renewal Amendment No. 1. C. Financing Agreement - Authorization Resolution. D. Interfund Working Capital Resolution. E. LGIP Account Reopening – Capital Project Fund. F. General Manager Employment Agreement Amendment No. 1 G. ***Add*** Business Oregon Loan Amendments H. ***Add*** BC Fisheries Consent to Sublease 1. ***Add*** RV Park Seawall Plan	86 90 93 95
6.	INFORMATION ITEMS A. Commercial Lease List. B. Zola's Pizzeria Demolition Schedule. C. Fish Cleaning Station.	102
7.	COMMISSIONER COMMENTS	

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

PORT OF BROOKINGS HARBOR

Regular Commission Meeting
Tuesday, June 16, 2020 • 6:00pm
Teleconference / Meeting Room (limited space)

- 8. NEXT REGULAR MEETING DATE Tuesday, July 21, 2020 at 6:00pm
- 9. ADJOURNMENT

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

ACTION ITEM - G

DATE:

June 16, 2020

RE:

Business Oregon Loan Amendments

TO:

Honorable Board President and Harbor District Board Members

ISSUED BY:

Gary Dehlinger, Port Manager

OVERVIEW

 Special Meeting May 14, 2020 Business Oregon proposed loan restructuring due to COVID-19 impacts to the economy. Port Board of Commissioners approved the proposal from Business Oregon and to draft amendment documents.

- Current financial situation of the Port will allow payment for the current quarterly payment to Business Oregon. I am recommending the Port should continue making quarterly payments of \$72,500 and not adding more deferred payments to be made up later.
- Port legal counsel is reviewing the amendments.

DOCUMENTS

- Email from Business Oregon Stephanie Prybyl, 1 page
- Draft Amendment No. 1 for Loan 520139/040139 Construct Waterfront Building and Boardwalk, 2 pages
- Draft Amendment No. 1 for Loan 525172/040172 RV Park Renovation, 2 pages
- Draft Amendment No. 3 for Loan 525176/040176 Commercial Complex Phase II, 2 pages
- Draft Amendment No. 1 for Loan 525181/040181 Eureka Fisheries Property Procurement, 2 pages
- Draft Amendment No. 4 for Loan L02001 Fuel Station
- Draft Amendment No. 3 for Loan L02009 2001-2002 Port Improvements Project, 2 pages
- Draft Amendment No. 3 for Loan L98004 Commercial Vessel Moorage Dock Improvements, 2 pages
- Draft Amendment No. 3 for Loan X03004 Eureka Fisheries Property Procurement, 2 pages

COMMISSIONERS ACTION

• First Recommended Motion:

Motion to approve draft loan amendments with Business Oregon for Loans 040139, 040172, 040176, 040181, L02001, L02009, L98004 and X03004.

Second Recommended Motion:

Motion to approve continuing making quarterly payments to Business Oregon for \$72,500 including this current quarterly payment for June 2020.

portmanager@portofbrookingsharbor.com

From:

PRYBYL Stephanie * BIZ <Stephanie.Prybyl@oregon.gov>

Sent:

Thursday, June 11, 2020 1:31 PM

To:

Gary Denlinger; 'Kim Boom'

Cc:

STEVENS Sean * BIZ; KLINE Bonnie * BIZ Payment Relief: Contract Amendment Release

Subject: Attachments:

040-139, A-01 Brookings Harbor Amend.pdf; 040-172, A-01 Brookings Harbor Amend.pdf; 040-176, A-03 Brookings Harbor Amend.pdf; 040-181, A-01 Brookings Harbor Amend.pdf; L02001, A-04 Port of Brookings Harbor Amend.pdf; L02009, A-03

Port of Brookings Harbor Amend.pdf; L98004, A-03 Port of Brookings Harbor

Amend.pdf; X03004, A-03 Port of Brookings Harbor Amend.pdf

Hello Gary and Kim,

Please accept this email as framework by which we will communicate over payment relief/contract amendment status in the time to come.

As you may remember, we emailed regarding payment relief for the Port of Brookings Harbor, in the recent past. Thank you for including Business Oregon materials in the Port Commission's May 14th Agenda Packet. After the meeting, I had requested contract amendments for each outstanding loan and promised to connect as soon as the documents were released to me for port review. Our Contracts Services Team has made progress and released eight (8) of the nine (9) contract amendments to me, for port review and signature. I have included a status table below to help us communicate.

Gary, please take a moment to review, share with your Commission President for signature, and return the page to me. I will then work with Business Oregon's Administrative Team to finalize this process (e.g. Business Oregon signature, files updated, payment schedules re-amortize, etc.).

Loan	Contract Amendment Status	Next Steps
520139/040139	Released (6/11/20)	Brookings review, sign and return
525172/040172	Released (6/11/20)	Brookings review, sign and return
525176/040176	Released (6/11/20)	Brookings review, sign and return
525181/040181	Released (6/11/20)	Brookings review, sign and return
L02001	Released (6/11/20)	Brookings review, sign and return
L02009	Released (6/11/20)	Brookings review, sign and return
L96003		
L98004	Released (6/11/20)	Brookings review, sign and return
X03004	Released (6/11/20)	Brookings review, sign and return

Thank you in

advance for your efforts. I am happy to field any questions or concerns in the meantime.

Respectfully,

Stephanie

DRAFT

Amendment Number 1

Project Name: Construct Waterfront Building and Boardwalk

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (formerly Oregon Economic Development Commission) ("State"), and the Port of Brookings Harbor ("Port"), and amends the Loan Contract, Project Number 040-139, effective 30 May 1996 ("Contract") and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Port will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$3,793.46 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Contract is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 1, the interest rate will resume at the rate of five percent (5.00%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 1, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Port.

State will have no obligation under this amendment, unless within 60 days after receipt, the Port delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Port; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.





PORT OF BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

Ву:	Chris Cummings, Interim Director Business Oregon	By:	Roy Davis, Chairman	
Date:		Date:		
APPR	ROVED AS TO LEGAL SUFFICIENCY IN AC	CORDANCE V	viTH ORS 291.047:	
	Not required by OAR 137-045	-0050		

DRAFT

Amendment Number 1

Project Name: RV Park Renovation

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (formerly Oregon Economic and Community Development Department) ("Lender"), and the Port of Brookings Harbor ("Borrower"), and amends the Loan Agreement, Project Number 040-172, effective 5 July 2001 ("Agreement" or "Loan Agreement") and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$3,420.92 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Contract is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by Lender). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 1, the interest rate will resume at the rate of five percent (5.00%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 1, or upon any other Event of Default, Lender may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

Lender will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to Lender the following items, each in form and substance satisfactory to Lender and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as Lender may reasonably require.



PORT BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

PORT OF BROOKINGS HARBOR

Ву:	Chris Cummings, Interim Director Business Oregon	By:	Roy Davis, Chairman	
Date	·	_ Date:		
APPI	ROVED AS TO LEGAL SUFFICIENCY IN ACCO	ORDANCE V	viтн ORS 291.047:	
	Not required by OAR 137-045-0	0050		

DRAFT

Amendment Number 3

Project Name: Commercial Complex Phase II

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (formerly Oregon Economic and Community Development Department) ("State"), and the Port of Brookings Harbor ("Borrower"), and amends the Loan Agreement, Project Number 040-176 (as amended, the "Loan Agreement"), the Promissory Note (as amended, the "Note") each dated 10 September 2002, and the Restructure Agreement (the "Restructure Agreement") dated 22 December 2009 (the Loan Agreement, Note, and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$6,024.09 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Note is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 3, the interest rate will resume at the rate of seven percent (7.00%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 3, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.



PORT BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

PORT OF BROOKINGS HARBOR

By: Chris Cummings, Interim Director Business Oregon	By: Roy Davis, Chairman
Date:	Date:
APPROVED AS TO LEGAL SUFFICIENCY IN	ACCORDANCE WITH ORS 291.047:
Not required by OAR 137-	045-0050

DRAFT

Amendment Number 1

Project Name: Eureka Fisheries Property Procurement

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (formerly Oregon Economic and Community Development Department) ("State"), and the Port of Brookings Harbor ("Borrower"), and amends the Loan Agreement, Project Number 040-181 (the "Loan Agreement"), the Promissory Note (the "Note") each effective 11 February 2003, and the Restructure Agreement dated 22 December 2009 (the Loan Agreement, Note, and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$3,912.98 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Note is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 1, the interest rate will resume at the rate of four and 88/100 percent (4.88%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 1, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.



PORT BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

PORT OF BROOKINGS HARBOR

By: Chris Cummin Business Orego	gs, Interim Director	By:	Roy Davis, Chairman	
Date:		Date:		
APPROVED AS TO LE	GAL SUFFICIENCY IN ACCO	DRDANCE V	viтн ORS 291.047:	
Not re	equired by OAR 137-045-0	050		

Amendment Number 4



Project Name: Fuel Station

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("State"), and the Port of Brookings Harbor ("Borrower" / "Recipient"), and amends the Financial Assistance Award Contract, Project Number L02001 (as amended, "Contract"), the Loan Agreement (as amended, "Loan Agreement"), the Promissory Note (the "Note") each dated 14 November 2001, and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract, Loan Agreement, Note, and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$5,262.92 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Note is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 4, the interest rate will resume at the rate of five and 66/100 percent (5.66%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied.
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 4, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.

By:



PORT OF BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

Chris Cummings, Interim Director

Date:

Business Oregon

By:

Roy Davis, Chairman Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

Amendment Number 3



Project Name: 2001-2002 Port Improvements Project

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("State"), and the Port of Brookings Harbor ("Borrower"), and amends the Financial Assistance Award Contract, Project Number L02009 (as amended, "Contract"), the Loan Agreement (as amended, "Loan Agreement"), the Promissory Note (as amended, the "Note"), each dated 06 June 2002, and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract, Loan Agreement, Note, and Restructure Agreement, collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Recipient will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$19,084.86 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Note is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 3, the interest rate will resume at the rate of five and 17/100 percent (5.17%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied.
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 3, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.



PORT BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

PORT OF BROOKINGS HARBOR

Ву:	Chris Cummings, Interim Director Business Oregon	Ву:	Roy Davis, Chairman	
Date	:	Date:		
APPF	ROVED AS TO LEGAL SUFFICIENCY IN ACCORE	ANCE V	viтн ORS 291.047:	
	Not required by OAR 137-045-0050)		

DRAFT

Amendment Number 3

Project Name: Commercial Vessel Moorage Dock Improvements

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("State"), and the Port of Brookings Harbor ("Borrower"), and amends the Financial Assistance Award Contract, Project Number L98004 (as amended, "Contract"), the Loan Agreement (as amended, "Loan Agreement") both dated 27 April 1998, and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract, Loan Agreement, and Restructure Agreement collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$8,258.20 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in Exhibit C and Exhibit F of the Loan Agreement is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 3, the interest rate will resume at the rate of six percent (6.00%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied.
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 3, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.



PORT BROOKINGS HARBOR

STATE OF OREGON acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department

PORT OF BROOKINGS HARBOR

	s Cummings, Interim Director ness Oregon	Ву:	Roy Davis, Chairman	
Date:		Date:		
APPROVED	AS TO LEGAL SUFFICIENCY IN ACCOR	DANCE V	viтн ORS 291.047:	
	Not required by OAR 137-045-005	0		

Amendment Number 3



Project Name: Eureka Fisheries Property Procurement

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("State"), and the Port of Brookings Harbor ("Borrower"), and amends the Financial Assistance Award Contract, Project Number X03004 (as amended, "Contract"), the Loan Agreement (as amended, "Loan Agreement"), the Promissory Note (as amended, the "Note") each effective 17 December 2002, and the Restructure Agreement dated 22 December 2009 (the "Restructure Agreement") (the Contract, Loan Agreement, Note, and Restructure Agreement collectively the "Agreements") for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreements.

Recital: In response to decreased revenues caused by the COVID-19 pandemic, the purpose of this amendment is to suspend payments for one quarter, stop interest accrual, and add the deferred principal to the final payment due on the Loan.

The parties agree as follows:

- 1. Notwithstanding Section 2 of the Restructure Agreement, the next quarterly payment due on the Loan, scheduled for 15 June 2020, is suspended. The Borrower will resume quarterly payments beginning with the payment due 15 September 2020.
- 2. The quarterly principal payment for June 2020 in the amount of \$4,684.93 suspended by this Amendment is due and payable on the Maturity Date.
- 3. The interest rate specified in the Note is hereby modified to accrue at the rate of zero percent (0.00%) per annum on the outstanding principal balance of the Loan beginning 4 May 2020 (the date of this modification approval by State). Any previously accrued interest will be deferred, non-compounding, until satisfied.
- 4. If any default occurs in the payment of a quarterly payment as specified in the Restructure Agreement and this Amendment Number 3, the interest rate will resume at the rate of four and 88/100 percent (4.88%) per annum from the date the quarterly payment was then due. Any interest not satisfied from the date of default or in the quarterly payments thereafter will be deferred, non-compounding, until satisfied.
- 5. If any default occurs in the payment of a quarterly installment as specified in the Restructure Agreement and this Amendment Number 3, or upon any other Event of Default, State may pursue any or all remedies in the Agreements, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Borrower.

State will have no obligation under this amendment, unless within 60 days after receipt, the Borrower delivers to State the following items, each in form and substance satisfactory to State and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Borrower; and
- (ii) such other certificates, documents, opinions and information as State may reasonably require.



of the Business Development Department

STATE OF OREGON PORT Of acting by and through its Oregon Infrastructure Finance Authority



PORT OF BROOKINGS HARBOR

By:	By:
Chris Cummings, Interim Director Business Oregon	Roy Davis, Chairman
Date:	Date:
APPROVED AS TO LEGAL SUFFICIENCY IN A	CCORDANCE WITH ORS 291.047:
Not required by OAR 137-04	15-0050

ACTION ITEM - H

DATE:

June 16, 2020

RE:

BC Fisheries Consent to Sublease

TO:

Honorable Board President and Harbor District Board Members

ISSUED BY:

Gary Dehlinger, Port Manager

<u>OVERVIEW</u>

 BC Fisheries requested to sublease the fish processing plant facility to Pacific Seafood Group for four months to conduct a mix zone study of the estuary for the Oregon Department of Environmental Quality.

- Port legal counsel drafted the Consent to Sublease document.
- Actual dates of the four-month period were not available at the time of this report.

DOCUMENTS

- BC Fisheries Letter to Port, 1 page
- Draft Consent to Sublease Agreement, 2 pages

COMMISSIONERS ACTION

• First Recommended Motion:

Motion to approve draft "Consent to Sublease" agreement with BC Fisheries for a 4-month mix zone study of the estuary.



Date: June 9, 2020

Gary Dehlinger & Port Commissioners Port of Brookings Harbor 16330 Lower Harbor Road Harbor, OR 97415

RE: Four Month Sublease of BC Fisheries Facility to Pacific Seafood Group.

Dear Gary and Port Commissioners,

Pacific Seafood Group would like to sublease BC Fisheries' processing plant and dock for four months of operations. During this time, they will be conducting a mix zone study of the estuary for the Department of Environmental Quality. Pacific Seafood Group would be responsible for all associated cost of opening and operating the plant for the next four months. This would include the lease payments of \$3962.44 a month to POBH.

Without this sublease the BC Fisheries facility and dock will be closed, local community members will not have the summer employment opportunity, and the port will have to find another lessee. Pacific Seafood Group is negotiating the purchase of BC Fisheries' assets and would possibly assume the full lease at the end of the sublease. However, time is needed to conduct the mix zone study for DEQ, to determine the viability of this acquisition.

We are seeking the Port's authorization to proceed. With this authorization, the Port of Brookings Harbor will help bolster economic stimulus to our community. POBH will assist in keeping a valuable port asset running, maintained, and operational.

Respectfully

Michael Manning Managing Member

Email mikem@bcfisheriesllc.com

COMMERCIAL LEASE AGREEMENT CONSENT TO SUBLEASE



This consent to sublease ("Consent") is entered into by and between the Port of Brookings Harbor ("Landlord"), BC Fisheries, LLC, ("Tenant"), and Pacific Seafood Group ("Subtenant").

BACKGROUND

- A. The Tenant entered into a lease (the "Lease") with the Landlord on July 1, 2015, and subsequently amended effective September 1, 2017, with respect to the following premises (the "Premises"): the parcel formerly known as the "Eureka Fisheries Parcel" and the overwater commercial unloading dock, more specifically described in Exhibits A, B and C to the 2017 Lease Amendment and incorporated herein by reference.
- B. The Tenant wishes to sublease (the "Sublease") to the Subtenant all of the Premises (the "Subleased Premises") from ______, 2020 until _____, 2020 ("Subleased Term").
- **C.** The Subtenant is willing to undertake the obligations for the Subleased Premises for the Subleased Term.

NOW, THEREFORE, IN CONSIDERATION of Landlord consenting to the Sublease, Tenant transferring all of Tenant's rights under the Lease, and Subtenant agreeing to fulfill all of the obligations of Tenant under the Lease, the parties agree to keep, perform and fulfill the promises, conditions and agreements below:

- Consent to Sublease. Landlord consents to the Sublease by Tenant to Subtenant for the Subleased Premises for the Sublease Term on the terms and conditions contained set forth in this Consent.
- 2. Use of Premises. Except as otherwise provided in this Consent, Subtenant and the agents and employees of Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Lease. Conducting a mix zone study of the estuary for DEQ is considered a consistent use. Further, Subtenant agrees to comply with all other applicable provisions of the Lease, and will not do anything that would constitute a violation of any part or condition of the Lease.
- 3. Sublease Term. The term of the sublease will be 4 months beginning ______, 2020 and ending ______, 2020.
- 4. Continuing Liability. The Tenant acknowledges that: (a) the Tenant will remain primarily liable for, and will not be released from the full and faithful performance of all of the terms and conditions of the Lease, notwithstanding the existence of, and Landlord's consent to, the Sublease, or any breach committed by the Subtenant under the Sublease; and (b) the Landlord will be entitled to pursue all remedies available in the event of the Tenant's breach of the Lease without regard to the performance or non-performance of the terms of the Sublease by the Subtenant.
- 5. Assumption by Subtenant. The Subtenant agrees to assume all of the applicable obligations and responsibilities of the Tenant under the Lease with respected to the Subleased Premises during the Sublease Term.
- Limitation of Consent. This Consent is not a consent to (a) the terms of the Sublease,
 (b) any further subleasing of the subleased premises,
 (c) any subleasing of any other

portion of the subleased premises; or (d) the subleasing of any portion of the Premises to any other subtenant or on any different terms than contained in this Consent. The Tenant will provide Landlord will a fully executed copy of the sublease promptly after execution.

- 7. Binding Effect. This Consent will be binding on the Landlord, and will inure to the benefit of the Tenant, the Subtenant and their respective heirs, executors, administrators and successor in interest and assigns.
- 8. Assignment and Subletting. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the both the Tenant and the Landlord.
- 9. Notices. The Landlord agrees that a copy of all notices of default under the Lease sent to the Tenant will also be sent to the Subtenant at the address of the Subleased Premises. To the extent that such default was not caused by the Subtenant, the Subtenant will have the right to cure such defaults as may be granted to the Tenant under the Lease.
- 10. Termination of Lease. If, at any time prior to the expiration of the Sublease, the Lease is terminated for any reason, the Sublease will also simultaneously terminate. However, if the Subtenant agrees, at the election and upon written demand of the Landlord, to attorn to the Landlord upon the terms and conditions set out in the Sublease for the remainder of the term of the Sublease, termination of the Lease will not similarly terminate the Sublease.
- 11. Attorney's Fees. In the event of any legal action concerning this Consent, the prevailing party will be entitled to an award of reasonable attorney's fees and courts costs as fixed by the court.

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

Port of Brookings Harbor, Landlord			
Dated:	Ву:	Roy C. Davis, Board President	
Att	test:	Commissioner	
BC Fisheries, LLC, Tenant			
Dated:	Ву:	Mike Manning, Managing Member	
Pacific Seafood Group, Subtenant			
Dated:	Ву:	Name: Title:	

ACTION ITEM - I

DATE:

June 16, 2020

RE:

RV Park Seawall Plan

TO:

Honorable Board President and Harbor District Board Members

ISSUED BY:

Gary Dehlinger, Port Manager

OVERVIEW

 During a Special Commissioner Meeting June 11, 2020, the Board and management reviewed a plan for a solution to Harbor Sanitary District concerns of protecting their sewer system.

- Port engineer, Jack Akin/EMC Engineers/Scientists, provided calculations and comments on the Ultrablock Seawall plan. Unsecured concrete blocks would withstand a 1-foot breaking wave. The wall would certainly impede sand-carrying water, and thus would be effective in protecting sanitary features.
- Proposed Seawall Plan:
 - Place concrete blocks 10-feet from the existing riprap to create a 10-foot wide pathway. Blocks would extend the entire length of the paved parking area. Sections of blocks would be removed to create access points as needed (every 200-feet +/- and at beach ramps) and would be reinstalled during King Tide winter storms.
 - 2. Parking stops would be placed 2-feet from the blocks preventing vehicles from hitting the blocks.
 - 3. Restripe parking stalls the same angle and length of 24-feet. Some parking stalls at the entrance will be removed.
 - 4. Change two-way traffic to one-way traffic. One-way lane would be between 13-feet to 15-feet wide throughout the park.
 - 5. Signs and arrows would be installed to direct traffic.
 - 6. Additional warning signs would be installed along the block wall warning public of hazardous waves.
- Second part of protecting Harbor Sanitary District sewer system would include installing self-closing sewer caps for all the full hook-up camp sites.

DOCUMENTS

- Jack Akin/EMC Engineers/Scientists Email dated June 11, 2020 with Calculations, 2 pages
- Different Styles of Earth Blocks, 2 pages
- Self-Closing Sewer Caps, 3 pages
- Section of Proposed Seawall, Pathway, Parking and One-way Traffic Plan, 1 page
- Sample Warning Signs, 2 pages

COMMISSIONERS ACTION

• Recommended Motion:

Motion to approve Seawall Plan and installing self-closing sewer caps to all full hook-up camp sites.

portmanager@portofbrookingsharbor.com

From:

Jack <emc@emcengineersscientists.com>

Sent:

Thursday, June 11, 2020 1:42 PM

To:

portmanager@portofbrookingsharbor.com

Subject:

RE: Ecology Blocks (locals call them earth blocks)

Just blocks on the ground.

Jack Akin, MS, PE, IC, HMS, AI EMC-Engineers/Scientists, LLC

Ph: 541.474-9434 Cell: 541.261.9929 emc@emcengineersscientists.com www.emcengineersscientists.com

Fax: 541.727.5488

From: portmanager@portofbrookingsharbor.com

Sent: Thursday, June 11, 2020 12:17 PM

To: 'Jack '; 'Travis Webster'

Subject: RE: Ecology Blocks (locals call them earth blocks)

Thanks Jack. Does your calculations include angle iron anchoring or this just blocks on the ground?

From: Jack <emc@emcengineersscientists.com>

Sent: Thursday, June 11, 2020 12:08 PM

To: Gary Dehlinger-Port of Brookings Harbor <portmanager@portofbrookingsharbor.com>; Travis Webster

<travis@portofbrookingsharbor.com>

Subject: Ecology Blocks (locals call them earth blocks)

Went through some simplified analyses...bottom line, a system of 2' x 2' x 6' concrete blocks can take a 1' breaking wave.

Note that floating debris can easily break through, depending on hot it hits the wall (a fully sideways log could do it), but, at the price quoted by Freeman Rock (\$65/block), damage repair to the wall would be fairly quick and inexpensive. The wall would certainly impede sand-carrying water, and thus would be effective in protecting sanitary features. Additional earth block wall sections could be placed for added protection.

At the price quoted by Freeman Rock (waiting for a price from Tidewater), 1100 linear feet would need about 180 of these blocks, costing about \$11,700.

RE delivery, the Port could bring a flatbed to Freeman, for example, have them loaded to capacity, and off-load and link them together itself.

I looked up the price range nationally for these blocks and saw that it was \$50 - \$75/block and so \$65 iis in there.

Hope this helps.

Jack Akin, MS, PE, IC, HMS, AI

ULTRABLOCK WALLS

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Modular Block Library

Ultrablock concrete blocks are engineered and designed to build segmental modular block retaining walls. In addition to retaining wall blocks, these units are also recommended and utilized for all types of slope protection, landslide repairs, crib-wall alternatives, gabions, rock/boulder walls and timber lagging. In addition to slope protection, there are a wide variety of uses for Ultrablock units including: containment bunkers, bulkheads, seawalls, wingwalls for bridges, barriers, retention ponds, culverts, wine storage facilities, etc.

Ultrablock modular concrete blocks offer an easy-to-build, structural retaining wall that are:

- · Versatile can be used as a cut or fill wall with a variety of configurations
- · Aesthetic 3 stocked faces available
- . Economical up to half the cost of cast-in-place walls
- Designable build as a MSE (tieback) retaining wall (up to 50' tall) or a gravity retaining wall without tiebacks (up to 30' tall)

Precast Block Finishes





Plain Face

Quarrystone Face

Special Order Finishes

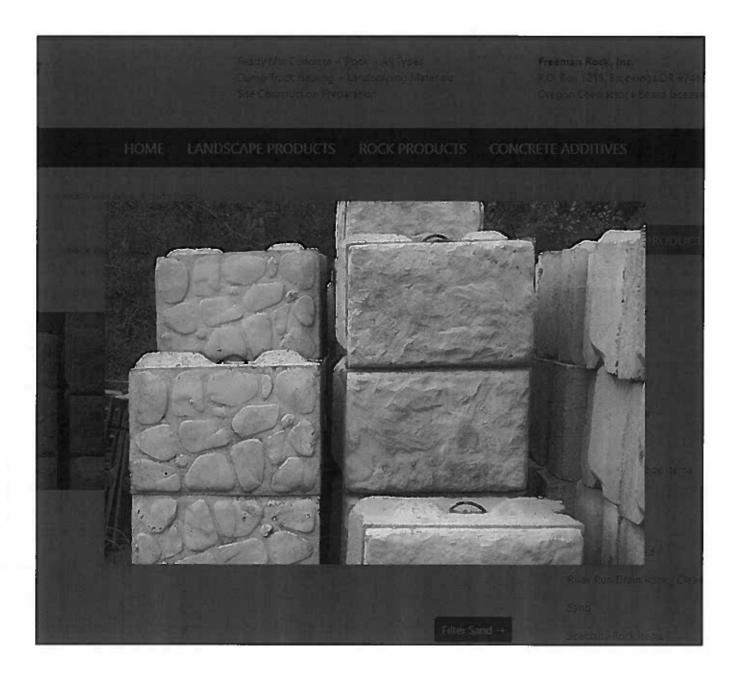




Cutstone Face (Standard in some areas)

Custom Face (Fractured Fin shown above others available)

Earth Blocks from Freeman Rock







Order History

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RV Park Products Benches **Bike Racks** Cigarette Receptacles **Commercial Trash** Receptacles Convex Mirrors **Dump Station Supplies** Fee Collection Fire Rings **Grills Hair Dryers Hand Dryers Hot Coal Bins** <u>Janitorial</u> **Key Cabinets** Laundromat Vending Supplies New **Parking Stops Pet Waste Stations Picnic Tables Bank Deposit Bags** Restroom Supplies **RV Power Outlet Boxes** Safes and Drop Boxes Sewer Supplies Speed Burnps Stencils **Parking Cones Traffic Signs Traffic Sign Posts** Yard Hydrants, Frost

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"Grill arrived today thank



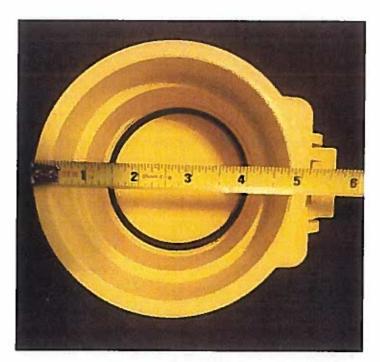


Checks Accepted

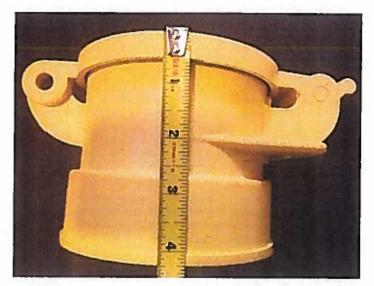
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Foot Operated RV Site Sewer Cap



Sewer Cap Bottom Measurement



Sewer Cap Side Measurement

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\$26,95

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\$4.50

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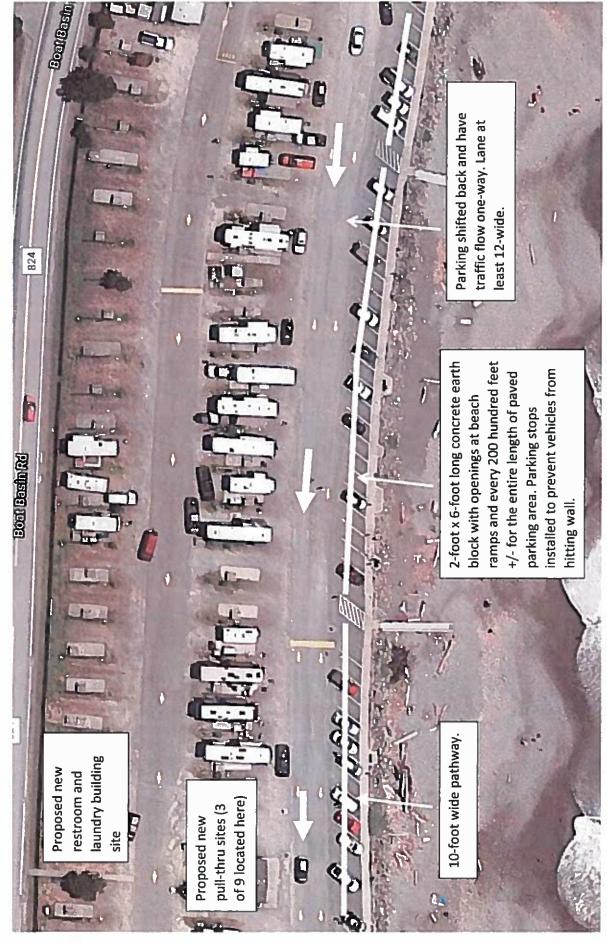






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Proposed RV Park Seawall Plan



TSUNAMI HAZARD ZONE



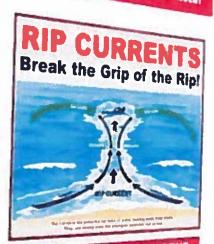
IN CASE OF EARTHQUAKE, GO TO HIGH GROUND OR INLAND



WARNING NO LIFEGUARD SERVICES

SWIM AT YOUR OWN RISK

PARENTS - WATCH YOUR CHILDREN



- im out of the current, then to where
- can't escape, float or tread water

