

PORT OF BROOKINGS HARBOR
Workshop Commission Meeting
Tuesday, January 11, 2022 at 10:00am
Teleconference / Meeting Room *(limited capacity)*
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

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

Meeting ID: 771 205 4017

Passcode: 76242022

(to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

- Roll Call
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

2. APPROVAL OF AGENDA

- 3. PUBLIC COMMENTS** – (Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to portmanager@portofbrookingsharbor.com prior to the meeting. Please wait to be called on before speaking)

4. INFORMATION ITEMS

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5. COMMISSIONER COMMENTS

6. NEXT REGULAR MEETING DATE – Wednesday, January 19, 2022 at 2:00pm

7. 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.

INFORMATION ITEM – A

DATE: January 11, 2022
RE: Non-Moorage Charter Fees
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port staff and Board members been working on non-moorage charter fees for the past couple of months.
- Last month during the regular meeting the discussion concluded to establish a set fee for a calendar year beginning January 1 to December 31. Develop a decal to be placed on the vessel indicating the fee was paid.
- Port staff is recommending the fee to be \$300 per calendar year.
- Fee can be paid at the boat launch machine. To reprogram the launch machine will cost approximately \$1,000.
- Decals would be available at the Port Office. If charter paid by launch machine, they would need to present the receipt to receive a decal.
- Proposing to install signs at the launch ramp area and boat launch ticket kiosk.
- Does the Port want charter boats moored at the Port to place the decal on their vessels? **YES**

DOCUMENTS

- Decal sample of actual size, 1 page
- Sample signs for the launch ramp and kiosk, 1 page

QUOTE

\$1.65 ea.
50 TOTAL - \$82.50





36"

PORT *of*
BROOKINGS HARBOR

36"

CHARTERS AND GUIDES
ANNUAL FEE REQUIRED
PAY AT LAUNCH RAMP KIOSK
OR PORT OFFICE

INFORMATION ITEM – A

DATE: January 11, 2022
RE: Non-Moorage Charter Fees – Additional Information
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Boat launch kiosk screen changes. Port staff is recommending these changes:
 1. Remove Donation option.
 2. Remove Trailer Storage option.
 3. Add Annual Charter/Guide option.
 4. Add screen to pay for Annual Charter.
 5. Remove screens for Trailer Storage

DOCUMENTS

- Kiosk screen frames, 9 pages

BOAT LAUNCH ONLY —

DAY MOORAGE F/G DOCK →

ANNUAL CHARTER/GUIDE →

DELETE MOORAGE →

MACHINE DOES NOT GIVE CHANGE

BROOKINGS HARBOR

\$5 BOAT LAUNCH

INSERT CASH OR CARD

CANCEL —————→

MACHINE DOES NOT GIVE CHANGE

ONE DAY MOORAGE —————→

TWO DAY MOORAGE —————→

CANCEL —————→

MACHINE DOES NOT GIVE CHANGE

BROOKINGS HARBOR

\$15 1 DAY MOORAGE

INSERT CASH OR CARD

CANCEL _____

MACHINE DOES NOT GIVE CHANGE

BROOKINGS HARBOR

\$30 2 DAY MOORAGE

INSERT CASH OR CARD

CANCEL —————→

MACHINE DOES NOT GIVE CHANGE

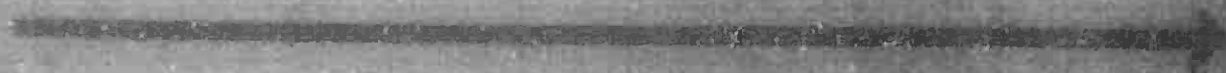
ADD

BROOKINGS HARBOR

\$300 ANNUAL CHARTER

INSERT CASH OR CARD

CANCEL



MACHINE DOES NOT GIVE CHANGE

BROOKINGS HARBOR

REMOVE

\$6.00 2 DAY TRAILER STORAGE

INSERT CASH OR CARD

CANCEL

MACHINE DOES NOT GIVE CHANGE

BROOKINGS HARBOR

REMOVE

1 DAY TRAILER STORAGE

INSERT CASH OR CARD

CANCEL →

MACHINE DOES NOT GIVE CHANGE

1 DAY TRAILER STORAGE

2 DAY TRAILER STORAGE

CANCEL

REMOVE

MACHINE DOES NOT GIVE CHANGE

INFORMATION ITEM – B

DATE: January 11, 2022
RE: Port Best Management Practices Amendment
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Section 9 Pumpouts and Dump Stations and 10 Public Restroom Cleaning and Maintenance were added to the Best Management Practices to satisfy Oregon State Marine Board Maintenance Assistance Grant application.
- Section 9 Pumpouts and Dump Stations, information was gathered from OSMB pumpouts and dump station maintenance program.
- Section 10 Public Restroom Cleaning, information came from another public agency restroom cleaning procedures.
- Resolution 2022-01 Adopting Best Management Practices would memorialize Board approval.
- Port legal counsel is reviewing the draft BMP and draft Resolution.

DOCUMENTS

- Draft Port Best Management Practices, 18 pages
- Draft Resolution 2022-01 Adopting Best Management Practices, 1 page

Best Management Practices (BMPs)



Draft Adopted by Resolution 2022-001

(Revision Draft January 2022)

CONTENTS

Introduction

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BMP 2.0	Vessel Storage
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BMP 4.0	Storage, Handling and Disposal of Hazardous Materials and Waste
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BMP 6.0	Stormwater Management
BMP 6.1	Stormwater Management – Maintenance of Oil and Sediment Trapping Devices
BMP 7.0	Maintenance of Physical Structures
BMP 8.0	Prevention of Abandoned and Derelict Vessels in Year-Round Moorages
BMP 9.0	Pumpouts and Dump Stations (Proposed Draft)
BMP 10.0	Public Restroom Cleaning and Maintenance (Proposed Draft)

INTRODUCTION

This document discusses Best Management Practices (BMP's) for minimizing water quality impacts. Operations and maintenance activities at Boat Yards are potential sources of a wide range of pollutants including sediments, heavy metals, antifoulants, hydrocarbons, solvents, antifreeze, acids and alkalis, surfactants, nutrients, bacteria, floatables and plastics. Some of these pollutants – particularly heavy metals, solvents and hydrocarbons – may be toxic to aquatic life at low concentrations.

It is the responsibility of the Port Staff to enforce the contents of this document.

Environmental Concerns:

Operations and maintenance activities at the Port of Brookings Harbor Boat Yard facility include vessel maintenance and repair, vessel storage, waste disposal, fuel handling, solid waste handling, structural maintenance, vessel work areas and storm water management. These activities are potential sources of a wide range of pollutants. It is the intent of Port staff to operate this facility under Best Management Practices (BMP's) and in an environmentally responsible manner. It is the responsibility of every user of the Port of Brookings Harbor Boat Yard facility to comply with published operating BMP's.

BMP 1.0 Vessel Maintenance and Repair – General (Including Engines):

The purpose of this BMP is to govern potential discharges of contaminants associated with the routine maintenance of vessels, including engine maintenance and repair.

- 1) The following activities may be conducted on board vessels while in the water, unless the vessel can be taken out of the water by trailer:
 - Routine engine tune-ups, oil changes and other minor servicing and repair;
 - Routine care and cleaning of rigging and fittings, interior surfaces, and “bright work”, provided these activities do not produce wastewater;
 - Painting and maintenance of sanitary wastewater facilities;
 - Bilge pump repair;
 - Removal and replacement of an engine, when such activities are conducted so as to contain any discharges or spills of engine fluids; and
 - Similar activities for which an accidental spill can be contained on deck or within the vessel.
- 2) The following activities should be conducted with the vessel out of the water and as appropriate, within an area specifically designed for the following purposes:
 - Repairs requiring the disassembly of the outboard or lower drive unit;

- Bilge repairs requiring opening or penetrating the hull;
- Scraping, sandblasting or painting the hull exterior or drive units;
- Interior or on-deck painting or similar activity involving aerosol application with a risk of overspray or drippage beyond the confines of the vessel;
- Cleaning of the hull exterior with cleaning agents other than fresh water or natural seawater. Wastewater from such cleaning should be collected and treated or discharged into a community sewage system. Discharge from wash water into waters of the State is prohibited; and
- Any other activities involving the potential risk of an uncontained discharge of oil, chemical, nutrients or other contaminants to waters of the State.

BMP 1.1 Vessel Cleaning:

The purpose of this BMP is to minimize the risk of a discharge of cleaning compounds, paint and varnish. The only authorized site at the Port of Brookings Harbor for vessel pressure washing is in the Boat Yard. Boat rinse only (pressure washing prohibited) is available in the retail parking lot. All other boat washing on Port property is prohibited. The following guidelines also apply:

- 1) Do not use heavy duty detergents containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, acids or lye.
- 2) In water hull cleaning by divers is not permitted.
- 3) Do not discharge liquid wastes, including solvents, detergents and rinse water onto the ground, or allow them to enter the storm drains.
- 4) Do not dispose of liquid wastes, including solvents, detergents and rinse water onto the ground, or allow them to enter the storm drains.
- 5) Do not dispose of liquid wastes in dumpsters.
- 6) Hydro blast (high pressure washing) operations should be conducted in accordance with the following practices:
 - Hydro blast wastewater must be contained by directing it to a holding tank or treatment unit. This prevents paint chips and oil from being discharged to State waters;
 - Cleaning processes that use chemical additions such as solvents or degreasers must be conducted in self-contained systems that prevent any discharge to storm drains or sanitary sewers;
 - Permission will be required to discharge these wastes to local municipal sanitary sewer systems. Pre-treatment is required.

BMP 1.2 – Scraping and Sandblasting:

The purpose of this BMP is to minimize the risk of discharge of paint or varnish residues and contaminated blast grit to the environment, either by direct discharge to water, conveyance via storm water or conveyance by air.

- 1) Sandblasting is prohibited.
- 2) Scraping should only be conducted in designated vessel work areas.
- 3) Vessels in gravel work areas must sit on a tarp to prevent dust, paint chips and other materials from accumulation in the soil or sand.
- 4) Hand sanding is allowable, but all power sanders must have a dust collection unit attached.
- 5) Work areas must be kept clean of debris and grit from scraping and sanding operations so that runoff and wind will not carry any waste into the water.
- 6) Tarps and sheeting should be used in the gravel lot to collect debris and spent materials for appropriate disposal. All vessel work areas must be cleaned at the end of each work day.
- 7) As new, environmentally safe products become available which minimize the need for scraping and sanding, their use will be encouraged.
- 8) Scrapings and debris should be stored under cover in a manner that minimizes contact with processed water or storm water. Scrapings may be classed as a special waste or hazardous waste if soluble metals or antifoulant chemicals are present in large amounts.

BMP 1.3 – Vessel Painting:

The purpose of this BMP is to minimize the risk of a discharge of paint, solvents, and associated materials to the environment by either airborne or waterborne mechanisms.

- 1) The use of non-toxic, high bonding, easily cleaned hull coatings is encouraged, more alternative coatings are anticipated to become available as the technology advances.
- 2) Painting and varnishing of vessels in water should be generally limited to the interior surfaces and to “bright work”, where paint materials and spills can be contained and prevented from entering the water.
- 3) PAINTING USING AREOSOLS OR SPRAY EQUIPMENT IS PROHIBITED.
- 4) The bottom edges of tarps and plastic sheeting should be weighted to keep them in place.
- 5) Drip pans, tarps, and sheeting should be used to contain droppings and spilled material.
- 6) The mixing of paints and solvents should be carried out in locations and under conditions such that no spill enters State waters.
- 7) Drip pans or other protective devices should be used for all paint mixing, solvent transfer, or equipment cleanup operations unless the operations are conducted in controlled areas away from storm drains, surface waters, shorelines, piers, docks or floats.
- 8) Paint and solvent mixing, brush cleaning and similar activities should not be conducted on open floats or on structures over water, but should be done in an on-shore work area. Paints mixed in a separate work area and transferred to an outdoor work area for

application should be carried in a tightly covered container and re-opened at the work site.

- 9) When painting open floats or lighters, paints should be kept in cans of one gallon or less. Paint cans should be kept in drip pans with drop cloths or tarps underneath the drip pans.
- 10) All materials in the drip pan should be properly disposed.
- 11) Do not discharge paints, solvents, or other related materials onto the ground or allow them to enter storm drains.
- 12) Do not dispose of liquid waste in dumpsters.
- 13) Paint and solvent spills present a threat to waters of the State and, therefore, must be prevented from reaching storm drains or deck drains and subsequent discharge into waters.

BMP 2.0 – Vessel Storage:

The purpose of this BMP is to govern potential discharge of contaminants associated with vessel storage.

- 1) Do not perform other vessel maintenance and repair activities in dry storage areas unless the other management measures are fully implemented.
- 2) Bilges should be inspected and cleaned prior to extended vessel storage. All water, oil or foreign materials found in the bilge shall be cleaned utilizing approved absorbent materials to remove contaminated bilge water. Used absorbents should be disposed of properly. Contaminated bilge water must not be allowed to enter waters of the State.
- 3) Fuel tanks should be emptied and purged as required for storage.
- 4) Tarps shall be placed under the footprint of each stored vessel.

BMP 3.0 – Fuel Handling:

This BMP deals with operation and maintenance practices for fuel handling. Its purpose is to minimize the potential for a release of petroleum products to the environment and to deal with spills if they occur.

- 1) Fuel delivery, storage and dispensing all pose a potential for accidental releases. Each operator is responsible for the prompt containment and clean-up of any spills or releases of hazardous materials. Any spill or release must be reported immediately to the Oregon Emergency Response System (OERS) at 1-800-452-0311; or the National Response Center at 1-800-424-8802.
- 2) All containment berms or devices should be inspected weekly for their physical integrity and maintained in good condition. Signs of leakage or spillage of contained material should be investigated and cleaned up immediately.
- 3) Fueling facilities and storage areas must be secured when not in use by appropriate shut down devices or security locks. Licensed operators with Port approved spill plans are allowed to fuel vessels over the Public Hoist Dock only.

- 4) Appropriate containment and control materials should be stored in a clearly marked location, readily accessible to work and storage areas, emergency phone numbers should be posted in a conspicuous location.

BMP 4.0 – Storage, Handling & Disposal of Hazardous Materials and Waste:

The purpose of this BMP is to govern the storage, handling and disposal of hazardous materials and waste at the Port of Brookings Harbor.

- 1) Re-use or recycle anti-freeze, storing of waste anti-freeze should be in a container clearly marked "Waste Anti-Freeze Only".
- 2) A number of substances used in Boat Yard operations may be considered "hazardous materials" or "hazardous waste" and subject to "cradle to grave" management measures specified under Federal and State statutes and regulations. The waste generator, be it the Port, vessel owner, or Port lessee, is responsible for determining whether materials handled at the facility are subject to regulated management and for complying with applicable regulations for handling, storage, transportation and ultimate disposal of these materials, including any manifesting and reporting requirements.
- 3) In addition to the above requirements, and unless suspended by the above requirements, this BMP identifies some housekeeping practices for outdoor hazardous materials storage from the point of view of non-point source control.
- 4) This BMP addresses substances that fall within the definitions of hazardous materials or hazardous waste under State and Federal statutes. Always check with the local Department of Environmental Quality (DEQ) office with questions concerning information or hazardous materials or hazardous waste. Where feasible, minimize the use and storage of hazardous materials on-site.
- 5) Solid chemicals, chemical solutions and waste materials, including used batteries, when stored outside, should be stored in a manner which will prevent in the inadvertent entry of these materials into receiving waters, including ground waters. Storage should be in a manner that will prevent spillage by overfilling, tipping or rupture. In addition, the following practices should be followed:
 - All hazardous liquid products stored outside should be stored on durable impervious surfaces and within berms or impoundments. Impoundments should contain capacity equal to 110 percent volume of the largest tank or container.
 - Waste liquids should be stored under cover in closed containers.
 - Incompatible or reactive materials should be segregated and securely stored in separate areas and closed containers that prevent mixing of chemicals.
 - Concentrated waste or spilled chemicals must be transported off-site, in accordance with State law. These materials must not be discharged to any sewer or State waters.
 - Storage of the above listed materials must be done in accordance with State regulations, local codes and fire regulations.
- 6) Paints and solvents should be prevented from entering waterways by use of drip pans, drop cloths or tarps. Wherever possible, paints and solvents should be mixed in bermed areas, away from storm drains, surface waters, shorelines and piers. Only one gallon or

less of paint should be opened at one time when working on floats and should be contained within drip pans or tarps. Paint and solvent spills should be prevented from reaching storm or deck drains, cleaned up and disposed of properly. Clean up materials soaked with solvent or paint must be handled as hazardous waste.

- 7) In the event that a spill occurs, the following steps should be performed as quickly as possible:
 - a) Stop the source of the spill if possible.
 - b) Contain the spill.
 - c) Cover the spill with absorbent material, such as kitty litter, sawdust or oil absorbent pads. Do not use straw.
 - d) For small spills of flammable liquids, the absorbent can be aired out; check with the local fire department. When dry, put in dumpster. Keep area well ventilated.
 - e) Deploy containment booms, if any spill may reach the water.
 - f) Comply with State and Federal regulations to contain and clean up the spill and dispose of materials at an approved facility.

BMP 5.0 Solid Waste Handling, Disposal and Recycling:

This BMP applies to routine disposal of non-hazardous solid waste at Boat Yard sites.

- 1) Encourage the use of recyclable materials and provide for collection of recyclables.
- 2) Waste disposals and/or collection bins, dumpsters and containers should be clearly marked and accessible to patrons.
- 3) Signs should be posted directing patrons to solid waste disposal areas.
- 4) Solid waste disposal areas should have signs clearly spelling out rules and regulations for disposal, including materials which are not acceptable for disposal.
- 5) The area surrounding solid waste collection facilities should be inspected daily or more frequently by Boat Yard personnel and any waste should be cleaned up immediately.
- 6) Dumpsters containing solid waste from repair areas should be covered.
- 7) Waste disposal areas should be conveniently located with respect to repair and maintenance areas.
- 8) Any waste receptacles placed on docks or near water's edge should be secured.
- 9) Disposal of liquid waste in solid waste receptacles will not be permitted.
- 10) Provide separation of solid and liquid waste for recycling. Furnish containers for separation of recyclable material and other recyclables in clearly marked, accessible locations. Post notices to inform users of required separation practices.
- 11) Appropriate receptacles for waste oil and antifreeze should be provided.
- 12) Use tarps and vacuums to contain and collect paint chips, sandings and other debris from boat maintenance areas. Dispose of non-hazardous solids in a covered dumpster or other

covered solid waste receptacle. Dispose of hazardous wastes in accordance with BMP 4.0.

- 13) Dustless sanders are the approved method for sanding during boat work.
- 14) After the contents of a drum or container are used, it should be flattened and made unusable. If possible, re-use or recycle empty drums rather than dispose as solid waste.
- 15) Cleaning must be done to prevent debris from falling into the water and to prevent the accumulation of waste materials that may get blown onto surface water. Cleaning with a vacuum is the preferred method for collecting sandings and trash. Hosing of decks and docks should not be done when it might cause debris to be washed into the drains or directly into receiving waters.
- 16) Boat Yard operators are responsible for the contents of their dumpsters and hazardous waste should never be put in them. Dumpsters may be locked to prevent "midnight dumping".

Demolition of Buildings on Port Grounds

The Port Manager and/or Harbormaster must ensure that, in conformance with all local, state and federal laws and ordinances, all utilities, alarms, fire suppression systems, battery backups, pumps, wells, heating/cooling, above/underground storage, wastewater treatment, asbestos-containing building materials, hazardous materials, hazardous wastes, solid wastes and lead-painted surfaces will be disconnected, decommissioned and/or removed prior to building demolition.

BMP 6.0 Stormwater Management:

The purpose of this BMP is to address stormwater management.

- 1) Stormwater runoff from parking lots as well as other facility areas represents a significant mode of transportation of contaminants from land-based Boat Yard facilities and activities to Boat Yard waters. The runoff water quality constituents from parking areas and other impervious surfaces include pollutants typical of urban runoff (e.g. nutrients, metals, suspended solids, hydrocarbons, bacteria, etc.). However, depending upon the nature of specific activities within the Boat Yard, (boat scrapings and painting, boat cleaning, fueling, engine repair, commercial fisheries, etc.) runoff may contain higher concentrations of some pollutants. Pollutants generated from these activities may, in some cases, not be adequately treated in stormwater treatment devices without design modifications.
- 2) All areas of the Port of Brookings Harbor Boat Yard should be cleaned on a regular basis to prevent oils, paints, dust, grinding residues and other materials from being washed into surface waters, storm drains, ditches, swales, sloughs and other water courses.
- 3) Cleanup of Boat Yard areas should be accomplished by mechanical or manual methods to sweep up or collect debris. Debris in work areas should not be allowed to accumulate and should be cleaned up after each job.

- 4) Dispose of material in accordance with BMP 4.0 Hazardous Waste, or BMP 5.0 Solid Waste.

BMP 6.1 Stormwater Runoff Quality Management: Maintenance of Oil and Sediment Trapping Devices.

The purpose of this BMP is to address stormwater management as it relates to maintenance of oil and sediment trapping devices.

- 1) Structural measures may be employed at Boat Yards to direct stormwater runoff from parking lots, roofs, and other facility areas to oil/grit separation devices and other sediment trapping facilities.
- 2) Rinse water from boat washing operations should be directed into an oil and silt trapping device as part of the treatment system, but not into a common device. To maximize the performance of these devices, this BMP deals with the maintenance and cleaning of oil/grit separator devices, catch basins and other sediment traps.
- 3) All sediment traps and oil/grit separators in the stormwater drainage system should be inspected on a monthly basis and after each major storm event, and cleaned as necessary to ensure the interception and retention of oils and solids entering the drainage system. At a minimum, stormwater cartridges will be replaced annually as records of those replacements are maintained.
- 4) Sediment and grit traps associated with pressure washing should be inspected after each use to ensure the retention of solids.
- 5) Inspections can be done visually. Clean out can be done manually, or by using a vacuum device. Wastes should be disposed of appropriately as solid waste after de-watering.
- 6) Oil may be removed by a skimming device and disposed as waste oil or by using absorbent pads and disposed as a solid waste.

BMP 7.0 Maintenance of Physical Structures:

Physical structures within the Port of Brookings Harbor may contribute pollutants to the marine environment as materials degrade or through leaching. Maintenance activities for these structures can be a source of pollution. The purpose of this BMP is to minimize these potential sources through the selection of suitable repair or replacement materials as well as through appropriate maintenance practices. This BMP deals with maintenance and repair practices for waterfront and in-water structures, as well as shore-side structures. This BMP addresses pollutants deriving from the following sources:

- 1) Treated timber used for waterfront and in-water structures.
- 2) Paints, solvents, paint chips and related materials from scraping and painting operations.
- 3) Floatable debris from deteriorating waterfront structures, such as broken and degraded styrofoam from floats. Source Reduction:

- Natural vegetation should be used for shoreline stabilization whenever feasible and maintained in a good condition by prompt repair and reseeded of washouts and other losses of vegetation.
- Riprap revetments are generally encouraged over vertical bulkheads, because sloping rip rapped embankments provide greater habitat and reduce wave reflections. Permits are required through the Oregon Division of State Lands and the U.S. Army Corps of Engineers.
- Timber which has been pressure treated with a preservative such as chromated copper arsenate (CCA) is generally preferred over creosote treated materials for construction and replacement. Where appropriate, steel piling should be used.
- Scraping of in-water structures and land-side structures should be conducted according to the same management principles as for vessels. Refer to BMP 1.2.
- Painting of structures should be conducted according to the same management principles as for vessels, refer to BMP 1.3.
- Where feasible, floating structures should be removed to shore. Line facilities for scraping, painting and major repairs.
- All styrofoam floats must be encapsulated.

BMP 8.0 Prevention of Abandoned and Derelict Vessels in Year-Round Moorages:

In the past decade, Oregon has seen an increase in the number of abandoned and derelict vessels (ADV's) that are present on waterways and moored at marinas and public ports. These vessels can become very expensive for a marina to dispose of when an owner abandons it and leaves the clean-up for others to manage. In addition, these ADVs pose a serious threat of environmental pollution in most cases so it's vital that all parties involved with managing recreational boating (government agencies and marina managers) take significant steps to curb the problem. Due to the increase in the severity of the issue, the Oregon State Marine Board (OSMB) and other partners have developed some guidance for port and marina management that will help to mitigate the ongoing issue of abandoned boats. Listed below are the best management practices (BMPs) that, if fully implemented, should alleviate some of the problems currently faced by marina managers. The three main elements to this strategy are: (1) an adequate vessel insurance policy to cover salvage and clean-up of oil/fuel spills, (2) requirements that all vessels moored at marinas are kept in a seaworthy condition at all times, and (3) requirements that all moored recreational vessels must meet registration requirements prescribed by Oregon state law.

Marina policies should:

Insurance

- Require proof of adequate vessel insurance from customers and verify that the policy covers the cost of salvage (sometimes referred to as coverage for the boat hull and

equipment) in the event of a sinking at the docks, in addition to environmental clean-up activities for an oil or fuel spill.

- Require that a customer's insurance policy name the marina as a third-party designee and that they provide a copy of the policy declarations page to the marina. This ensures the marina is made aware of any lapses or changes in a policy.

AND/OR

- Ensure that the marina's insurance policy covers the salvage of sunken vessels and cleanup of oil/fuel spills for *any* vessel moored at their facility.
 - As a certified Clean Marina, you might be eligible for a discount on your facility's environmental liability insurance, so make sure to investigate this with your insurance company.

Seaworthiness:

- Require all owners to keep their vessels in a seaworthy condition. Any vessel of concern as identified by either the marina management, a State agency, or local law enforcement shall be required to perform a seaworthiness demonstration. This can be as simple as having a vessel leave the marina under its own power and then return to the docks.
- If seaworthiness cannot be proven, then a vessel owner shall be given no more than 90 days to complete any necessary maintenance to return it to a seaworthy condition. If this cannot be completed, the vessel will need to be removed from the water at the owner's expense.
 - No vessel should be allowed to become derelict at the docks. Vessels should not have multiple tarps covering them unless they are kept adequately secured and in good condition. Accumulation of growing moss topside should not be allowed, and any heavy underwater hull fouling should be addressed (out-of-the-water work). Vessel propulsion systems shall always be maintained in working order and bilge pumps shouldn't have to run continuously to keep vessels afloat.

State Registration:

- Marina staff shall perform regular checks on the docks for compliance with state registration requirements. No vessels shall have expired stickers displayed.
 - All owners are required to maintain state registration if their vessel is in Oregon waters, even if the boat is not in use. Additionally, all federally documented recreational boats are required to maintain a valid state registration and display a sticker on the stern of the vessel.

- Marinas should always maintain a minimum 90% registration compliance rate on the docks and strive for 100% compliance. Delinquent vessel owners should be contacted regularly for compliance follow-up and be given a deadline to comply.
- Marina managers should ensure that the moorage lessee is the owner listed on the vessel title. If a discrepancy is noted, the marina manager should determine whether there is a valid reason or if the lessee should be referred to the OSMB to properly title the vessel.
- If boaters remain noncompliant then it's recommended that your County Sheriff's Marine Patrol be contacted and that you ask them to perform an enforcement action.

Moorage Rules:

- Update moorage rules and customer agreements to include the above items if they are not already part of your current package.
- Ensure moorage agreements provide the marina with the authority to require an owner to remove the vessel from the water if the boat is not in compliance with required moorage rules and give authority to the marina to remove a vessel of concern at the owner's expense if they don't comply with a marina order to do so.
- Actively enforce all established moorage rules and complete required follow-up activities for vessels deemed not-in-compliance in a timely fashion.
- Require tenants to notify marina management immediately if a vessel is sold and remains at the marina.

BMP 9.0 Pumpouts and Dump Stations

For the purposes of the MAG program, portable pumpout stations, punpouts and dump stations are for the collection of marine generated sewage from recreational boats. Pumpouts and dump stations are typically located on transient floats or marine fuel stations to provide convenient access for larger boats with holdings tanks. Portable pumpouts stations in general provide backup sewage collection in the event the main pumpout is not operational or to existing service during peak use periods. To qualify for MAG assistance, a pumpout, dump station or combination unit must be free to all recreational boaters and pumpout and dump station use must be logged and reported.

Maintenance

Pumpouts and dump stations do not require intensive maintenance but need consistent routine maintenance. Timely repairs to pumpouts and dump stations help serve boaters, especially if no other facilities are in the waterway. Being responsive to repairs will extend the lifespan of the facility and help avoid premature replacement.

Routine Maintenance

The frequency of routine maintenance will largely depend on the amount of use the units receive. Routine maintenance and operation activities are typically completed on a daily, weekly or monthly schedule that is adjusted for boating season. Proper and consistent maintenance activities ensure that the boarding floats will be clean, safe and usable for boaters; extends the useful life of a pumpout and dump station; and reduces or eliminates liability exposure for the Port.

Pumpouts and dump stations have many components that can be replaced or repaired. A small repair that could be easily be fixed can worsen and become a costly repair if left unattended. A close inspection of the pumpout and dump station should be made routinely.

Pumpout station components to inspect on a routine basis:

- **Nozzle tip**
Inspect the nozzle making sure the tip is present and there is no visible cracking or wear that would prevent a seal from forming for optimal suction. Replace the nozzle as needed.
- **Ball valve**
Inspect the ball valve lever making sure the lever easily moves into open and close positions. After inspection place the lever in the closed position.
- **Sight glass**
Inspect the sight glass for cracking or damage that can lead to leakage. If any solids are present, pump a five-gallon bucket of water through the unit to clear the sight glass. If it does not clear there may be a blockage.
- **Hose**
Inspect the hose for any leaks, cracks or damage. Any damage to the hose will prevent or drastically diminish suction and the unit's ability to evacuate sewage from a boat holding tank. Damage to the hose exposes people directly to sewage which increases liability to the Port.
- **Pumpout enclosure**
Inspect the interior and exterior of the pumpout enclosure and perform the following routine cleaning activities as needed.
 - Clean the enclosure exterior removing bird droppings, fish guts, dirt and grime
 - Remove all cobwebs or insect nests
 - Pick up litter, cigarette butts or other debris on or near the enclosure
 - Remove any vegetation growing on or near the enclosure
- **Pumpout testing**
During routine inspections and cleaning, test the pumpout by filling a five-gallon bucket with water and timing how long it takes to empty the bucket.

Dump stations components to inspect on a routine basis:

- **Rinse Hose**
Inspect the rinse hose and nozzle for cracks, leaks or damage. Repair or replace as needed. Inspect water pressure making sure it is sufficient to provide adequate rinsing capability.
- **Interior and exterior of the enclosure**
Inspect the interior and exterior of the pump station enclosure and perform the following routine cleaning activities as needed:
 - Clean the enclosure surface removing bird dropping, fish guts, dirt and grime
 - Remove all cobwebs or insect nests
 - Pick up litter, cigarette butts or other debris on or near the enclosure
 - Remove any vegetation growing on or near the enclosure
 - Clean and sanitize the inside making sure it drains completely
- **Hinges and Lid**
Inspect hinges and lid for proper operation, corrosion, excessive wear, proper fit, and movement. Clean, repair, or replace, and lubricate using manufacturers recommended products.

Seasonal Maintenance

Seasonal maintenance and operation activities are typically completed on a quarterly schedule that is adjusted for the boating use season.

Annual or Bi-Annual Maintenance

Annual or bi-annual is also referred to as preseason and postseason maintenance and operation. The frequency of annual or bi-annual maintenance will largely depend upon the waterway and weather conditions.

- **Structural Enclosure Inspection**
Inspect the pumpout and dump station enclosure for damage and corrosion. Repair or replace as needed.
- **Signs and Instructions**
Inspect for sign replacement, fading or damage. Replace signs as needed.

Boater Concerns, Comments and Complaints

Boaters' concerns, comments or complaints can help draw attention to mechanical issues or missing equipment. The boater can also become an advocate to make changes or facility improvements. Document the boaters' concerns, comments and complaints. This information will be essential for future Boating Facility Grants applications.

Emergency Facility Closure

In the event it is necessary to temporarily close a boating facility for safety notify the Marine Board, Boating Facilities Section Manager immediately.

BMP 10.0 Public Restroom Cleaning and Maintenance

We all want to promote a good image of our facility by keeping public restrooms clean. The condition of our restrooms communicates to our customers how much we care about their health, safety, and comfort. It's not just about smelling and looking pretty. Most of all, it is about the health & happiness of your customers. A fresh, clean restroom promotes health, hygiene and lowers risk of spreading infection and disease. Practice the following tips for cleaning public restrooms.

Essential Tips for Keeping Restrooms Clean

Janitorial staff need a strategic and informed procedure in place for consistent restroom cleaning. In general, public restroom surfaces should be cleaned with a multi-purpose cleaner, followed by targeted disinfection of certain surfaces. Cleaning should always be completed before disinfecting. The initial cleaning removes surface dirt, allowing disinfectants to reach and kill germs. Follow the steps below to keep your restrooms in tip top shape!

1) Gather Supplies

Be sure you have your cart, cleaning products, sanitizer/disinfectant, refills for soap, paper towels, etc., trash bags.

2) Cleaning Public Restrooms in the Proper Order

Clean from top to bottom, working your way to the exit. Arrange your cleaning procedures step by step, from cleaner surfaces to dirtier surfaces to reduce the spread of germs from one area to the next. Scientists have studied bacteria in public restrooms and found that the largest concentrations of bacteria are found in "high touch" areas.

Germiest Areas in Public Restrooms Include:

- toilet flush handles
- door handles, latches, panels and edges
- faucet handles
- soap dispenser levers
- baby changing table

3) Pre-clean Surfaces

First, clean up dirt, debris, & soiled matter with a multi-purpose cleaner. For low touch surfaces such as floors, walls, and benches, a general cleaning may be all that's needed to keep the area hygienic, unless bodily fluids have contaminated the surfaces.

- Dust from top to bottom (Recommended once a week)
- Spray down surfaces and wipe with clean cloth
- Sweep or dust mop the floors to remove trash before wet mopping

4) Sanitizing & Disinfecting Surfaces

Disinfect surfaces with an EPA-registered products that kills virus and bacteria's like E. coli & MRSA. Sanitizers are generally used in food service areas. Whereas, in public restrooms, disinfectants are more likely to be used. Disinfectants need time in contact with germs to kill them, so read & follow the directions on the product you're using. Allow product to stand as directed.

Cleaning Public Restrooms Toilets & Urinals spray disinfectant, complete other tasks while you let product stand, and return to disinfect them after the disinfectant has had time to kill germs.

Flush toilets before cleaning.

Clean inside the bowl and scrub under the flush rim.

5) Wipe Water Drips

Using a glass and surface cleaner, remove water drops, marks, and streaks from mirrors and around hand-drying fixtures.

6) Frequently Replace Cleaning Cloths

Minimize cross contamination by changing clothes between each restroom. Microfiber cleaning clothes tend to be more absorbent than cotton or rayon cloths. The Centers for Disease Control and Prevention recommends changing a mop head daily or after cleaning up blood or body fluids. Another recommendation is to allow the mop heads to dry between use.

7) Stock Toilet Paper, Soap, Paper Towels, Toilet Seat Cover, Etc.

Remember, when you're restocking supplies, take time to clean dispensers. Restock all supplies. Make sure you always have toilet paper, soap, and paper towels stocked to encourage hand washing and good hygiene.

8) Use Touchless Fixtures Where Possible

To prevent the spread of germs, use touchless technologies wherever you can, from the toilet flushes, soap dispenser, faucet, and hand dryer. This also makes it much easier for you to keep restrooms clean.

9) Empty the trash

Remove trash every day and don't forget to empty the feminine hygiene disposal. Before replacing the liners, spray with inside receptacle with disinfectant.

10) Wet Mop

Mop carefully around and BEHIND toilet & urinal fixtures. Work your way out, towards the exit.

11) Post Wet Floor & Hand Washing Signs

Put up wet floor sign when mopping. Posting a sign encouraging customers to wash their hands has been shown to improve restroom hygiene and prevent the spread of germs.

Cleaning public restrooms is an essential task that must be done properly to build the reputation of our Port.

**PORT OF BROOKINGS HARBOR
CURRY COUNTY, OREGON**

RESOLUTION NO. 2022-01

A RESOLUTION ADOPTING BEST MANAGEMENT PRACTICES

WHEREAS, the Port of Brookings Harbor is a port district, organized and operated under the provisions of ORS Chapter 777, and has the authority to adopt resolutions; and

WHEREAS, the Port has updated Best Management Practices to include pumpout and dump stations, and restroom cleaning procedures; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Port of Brookings Harbor, Curry County, Oregon as follows:

1. The Port of Brookings Harbor Best Management Practices, attached hereto as Exhibit A, is hereby adopted by reference.
2. The Policies and Procedures may be modified by Resolution or may be modified administratively to follow best practices, for example, to update items to comply with Port Personnel Policy, to adapt to changing technology, or to incorporate new laws and rules.
3. Staff is directed to codify this policy according to past administrative practices.

APPROVED AND ADOPTED and made effective the same day by the Board of Harbor Commissioners of the Port of Brookings Harbor this 19th day of January, 2022.

ATTEST:

Richard Heap, President

Sharon Hartung, Secretary/Treasurer

INFORMATION ITEM – C

DATE: January 11, 2022

RE: Oregon State Marine Board Maintenance Assistance Grant (MAG) Grant Application

TO: Honorable Board President and Harbor District Board Members

ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Oregon State Marine Board (OSMB) is updating their maintenance assistance program that used to be called Maintenance Assistance Program (MAP). The new program is now called Maintenance Assistance Grant (MAG).
- Below are some of the key program changes:
 - Two-year agreement to reduce paperwork and provide more flexibility for maintenance and operation during the July 1, 2021 to June 30, 2023 performance period. The MAG application is due by January 31, 2022 and will be retroactive to July 1, 2021.
 - Grant award payments will be made on a reimbursement basis similar to other Marine Board grant programs. Applicant match will need to be included on your reimbursement request. The Board can reimburse up to 90 percent of the grant award amount as partial payments. The final reimbursement payment cannot be made prior to the performance period ending date of June 30, 2023.
 - The grant award is the cumulative sum of the eligible site allocations. Expenditures and match can be reported at the grant award level with the exception of pumpouts, dump stations and floating restrooms that must be reported at the site level. Pumpout, dump station and floating restroom maintenance is funded by federal grants that have requirements for site level expenditure and performance reporting.
 - Grant recipients may use awarded funds at any eligible approved access site with the exception that funds awarded for pumpouts, dump stations and floating restrooms must only be spent on those facilities. This should allow greater flexibility for the applicant to respond to changes for high or low water, fires, angling season modifications, usage or other situations.
 - Applicant match for approved eligible access sites is a minimum of 40 percent and applicant match for pumpout, dump station and floating restrooms is a minimum of 25 percent.
 - An applicant may request consideration to charge a fee that exceeds the daily rate of \$5.00 for short-term tie-up dock moorage and potentially still participate in MAG program. Details can be found on page 8 and 9 in the Procedure Guide.
- This grant supports about \$4,500 towards the maintenance of the boat launch restroom and floating pumpouts. Last five years the Port has averaged \$26,000 in labor, materials and supplies under this program.

DOCUMENTS

- OSMB MAG Application, 3 pages



Maintenance Assistance Grant (MAG) Application Form

For OSMB Use Only
Biennium
Date received

REFER TO THE MAINTENANCE ASSISTANCE GRANT PROCEDURE GUIDE FOR MORE INFORMATION.

1. APPLICANT INFORMATION (All applicants must complete)

Name of Government Agency: Port of Brookings Harbor	Phone: (541) 469-2218
Applicant mailing address: P.O. Box 848	City, State, Zip: Brookings, OR 97415
Physical address: 16330 Lower Harbor Road	City, State, Zip: Brookings, OR 97415
Name of Project Manager: Gary Dehlinger	Title: Port Manager
Email: portmanager@portofbrookingsharbor.com	Phone: (541) 254-4162
Name of Fiscal Point of Contact: Kim Boom	Title: Financial Officer
Email: accounts@portofbrookingsharbor.com	Phone: (541) 469-2218

2. ACCESS SITE INFORMATION

Have you participated in the MAG Program within the last two years? ☒ Yes ☐ No

If yes and there are no changes to the site inventories, including fees, season of use, type or quantity of site features, return this application.

If no, or there are changes or additions to the site inventories, complete the *Modifying or Adding Access Site Form* for each site and return with this application.

3. MAINTENANCE SCHEDULE AND PLAN

Describe the maintenance schedule and plan under which your maintenance program is operated. If you do not have an adopted or approved plan, identify the guidance, policy, rule or other documentation that describes the scope, expectations and frequency of the routinely completed maintenance tasks. If applicable, attach or provide the link where the schedule, plan, guidance, policy, rule or other documentation can be found.

On January 19, 2022, the Board of Commission approved Resolution 2022-01 Best Management Practices to include maintenance program for pump-out and pump-stations and restroom cleaning. See attached resolution for reference.

4. PROPOSED PROJECT FUNDING- (All applicants must complete)**A. Administrative Budget**

	Applicant	Other	Marine Board	TOTAL
Administration	\$ 1,600.00	\$	\$ 600.00	\$ 2,200.00
Pre-agreement expenses (complete table below)	\$	\$	\$	\$ 0.00
Other (specify)	\$	\$	\$	\$ 0.00
Total Administrative Budget	\$ 1,600.00	\$ 0.00	\$ 600.00	\$ 2,200.00

Pre-agreement Expenses (Must be pre-approved, provide documentation)

Item Description	Value
	\$
	\$
	\$

B-Proposed Force Account Budget (Complete tables below for each)

	Applicant	Other	Marine Board	TOTAL
Force account labor	\$ 26,060.00	\$	\$ 6,450.00	\$ 32,510.00
Force account equipment	\$	\$	\$	\$ 0.00
Force account materials or supplies	\$	\$	\$	\$ 0.00
Total Force Account Budget	\$ 26,060.00	\$ 0.00	\$ 6,450.00	\$ 32,510.00

Force Account Labor

Staff	Volunteer	Labor description	Value
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Janitorial/Cleaning of Restroom, Launch Ramps & Parking Areas	\$ 21,260.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pump out and Dump Station Maintenance	\$ 4,800.00
<input type="checkbox"/>	<input type="checkbox"/>		\$

Force Account Equipment

Staff	Volunteer	Description and purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

Force Account Materials or Supplies

Staff	Volunteer	Description and purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

C-Proposed Cash Budget

	Applicant	Other	Marine Board	TOTAL
Materials purchased	\$ 6,690.00	\$	\$ 2,600.00	\$ 9,290.00
Equipment rental	\$	\$	\$	\$ 0.00
Service contract	\$	\$	\$	\$ 0.00
Other	\$	\$	\$	\$ 0.00
Total Cash Match	\$ 6,690.00	\$ 0.00	\$ 2,600.00	\$ 9,290.00

D- Federal Indirect Rate (Only eligible for pumpouts, dump stations and floating restrooms)

Federal indirect percent rate	What is it applicable to?	Total Value	How much is match?
		\$	\$
		\$	\$

E-Total Proposed Project Funding

	Applicant	Other	Marine Board	TOTAL
A-Total Administrative Budget	\$ 1,600.00	\$	\$ 600.00	\$ 2,200.00
B-Total Force Account Budget	\$ 26,060.00	\$	\$ 6,450.00	\$ 32,510.00
C-Total Cash Budget	\$ 6,690.00	\$	\$ 2,600.00	\$ 9,290.00
D-Federal Indirect Rate	\$	NA	\$	\$ 0.00
Grand Total	\$ 34,350.00	\$ 0.00	\$ 9,650.00	\$ 44,000.00

F. "Other" Source, Type and Amount of Non-Applicant Contributions

Name of Contributor	Type of Contribution	Amount
		\$
		\$
		\$

5. APPLICATION SIGNATURE AND CERTIFICATION (All applicants must complete)**Applicant Signature and Certification**

Application is hereby made for the activities described above, together with attachments. I certify that I am familiar with the information contained in the application and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority, including the necessary requisite property interests, to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of this request and has authorized the person identified as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required.

By signing below, I affirm the Applicant's intention to enter into a Maintenance Assistance Grant Agreement and agree to comply with Oregon State Marine Board's program rules, policies, and guidelines as well as all applicable federal, state, and local laws relating to this proposal, additional conditions applicable to an approved Boating Facilities Grant, and the resulting project.

Gary Dehlinger

Print/Type Name

Port Manager

Title

01/19/2022

Date

Applicant Signature

Questions about this grant? Contact Janine Belleque, Boating Facilities Manager
503-378-2628 or janine.belleque@boat.oregon.gov

Submit application and supporting documentation to Jennifer Peterson, Facilities
Administrative Assistant, 503-378-2727, Jennifer.peterson@boat.oregon.gov

INFORMATION ITEM – D

DATE: January 11, 2022
RE: ODEQ Tier 2 Corrective Actions and Notification to Gear Storage Users
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- In October 20, 2021 commissioner meeting we reviewed DEQ notice that the Port had triggered Tier 2 Corrective Actions response. Here is a recap of the discussion:
 - There are four locations that have entered Tier 2: boat yard, gear storage near Hallmark dock, gear storage near cold storage and gear storage near Pacific Seafood processing plant. It also may include other areas in similar locations. The pollutants include copper and total suspended solids.
 - Tier II corrective actions response must be submitted no later than **December 31, 2021**. If approved, the project must be installed and implemented no later than **September 30, 2023**.
 - The current FEMA Project schedule fits their timeframe but does not leave much room for delays. We believe DEQ would provide a time extension if there are valid reasons for not completing the work in time.
 - The company that produced our Stormwater Pollution Control Plan, Aquarius Environmental, is reviewing our Tier II requirements with Jack Akin/EMC Engineering / Scientists and our preliminary FEMA drawings to provide a response for the Tier II corrective actions.
- Since our last discussion, the FEMA project has evolved at the gear storage area with the sediment basin relocation and possible changes to the grades throughout the area, including possible offsite removal of dredge sediment materials.
- With these changes occurring to the FEMA project, which directly affect our plans for corrective actions, we have asked DEQ for a 30-day time extension. DEQ has approved our time extension to **January 31, 2022** to submit our corrective actions.
- We have considered delisting the existing gear storage areas that are failing stormwater tests and create a parking lot. Parking lots are exempted from stormwater testing. We are recommending continuing with this idea. The existing crab pot storage would be relocated at the green building site until construction is finished and a new location for gear storage is found on Port grounds or offsite.
- Notification to current gear storage users should be sent out soon for them to prepare for the upcoming construction and storage changes. The current plan for this work would occur in the Summer of 2023. If the relocated areas are approved, the Port would need time to remove boat storage areas and prepare the site for gear storage.

DOCUMENTS

- DEQ Email Notification of Tier 2 Corrective Actions, 1 page
- Tier 2 Revised Stormwater Pollution Control Plan Checklist Instructions, 6 pages
- Draft Notification Letter to Gear Storage Users, 2 pages

portmanager@portofbrookingsharbor.com

From: JACOBSEN Kathy R * DEQ <kathy.r.jacobsen@deq.state.or.us>
Sent: Tuesday, September 28, 2021 11:54 AM
To: travis@portofbrookingsharbor.com; portmanager@portofbrookingsharbor.com
Cc: JACOBSEN Kathy R * DEQ
Subject: File #126385 Port of Brookings Harbor - Triggered Tier II Requirement

DEQ File #126385

Port of Brookings Harbor, Curry County

After completing a review of this facility's stormwater monitoring data for the monitoring year July 1, 2020 – June 30, 2021, as reported on the submitted Discharge Monitoring Reports to DEQ, I am confirming to you that this facility has triggered Tier 2 corrective actions at the following monitoring location for the following pollutant:

- Monitoring location 103 for total copper **BOAT YARD**
- Monitoring location 202 for total suspended solids **HALLMARK**
- Monitoring location 302 for total suspended solids and total copper **GEAR STORAGE**
- Monitoring location 305 for total suspended solids and total copper **" " NEAR PACIFIC SEAFOOD**
- If applicable, must include any other discharges locations that were deemed substantially similar to the locations listed above.

As required per the 1200-Z permit, Schedule A.12, beginning on page 21 of the permit, submit a proposed Tier 2 corrective action response to DEQ for our review no later than **December 31, 2021**. Review the entire Schedule A.12 to review your corrective action response options for a Tier 2 project and all of the applicable requirements.

You must also include this completed Tier 2 checklist with your proposal:

<https://www.oregon.gov/deq/FilterPermitsDocs/stormwater-tier2.pdf>

DEQ will then review your proposal and notify you if it is approved or denied. Once approved, your approved project must be installed and implemented no later than September 30, 2023.

Please confirm receipt of this notification, and contact me with any questions.

Respectfully,
Kathy Jacobsen, Stormwater Specialist
DEQ Western Region
165 E. 7th Avenue, Suite 100
Eugene, OR 97401
541-687-7326

We are in the process of modernizing and upgrading the way we accept, share and process information at DEQ with *Your DEQ Online*: a new centralized hub for communities, businesses and individuals. [Learn more.](#)



Tier 2 Revised Stormwater Pollution Control Plan Checklist

Instructions

Industrial Stormwater Discharge 1200-Z Permits

Tier 2 Parameters

Only exceedances of the geometric mean from statewide benchmarks are subject to Tier 2 corrective action. Please see the tables below for a list of the statewide parameters and associated benchmarks.

Table 4 from the permit: Statewide Benchmarks

Georegion	pH s.u.	Total Copper mg/L	Total Lead mg/L	Total Zinc mg/L	TSS mg/L	BOD mg/L	Total Phosphorus mg/L	E. coli organism/100 mL
Columbia Slough	5.5-9.0	0.017 ²	0.10 ²	0.24 ²	30	24	0.16	406 ¹
Portland Harbor	5.5-9.0	0.015 ²	0.24 ²	0.24 ²	30			
Cascades	5.5-9.0	0.016	0.018	0.068	100			
Coastal	5.5-9.0	0.017	0.039 ²	0.086	100			
Columbia River Mainstem	6.0-9.0	0.023	0.21	0.35	100			
Eastern	5.5-9.0	0.031	0.077 ²	0.16	100			
Willamette Valley	5.5-9.0	0.015 ²	0.11 ²	0.14 ²	100			
Marine Waters	6.0-9.0	0.025	1.10	0.46	100			

¹Columbia Slough dischargers are only subject to benchmark monitoring, no impairment monitoring

²Applied regional translators

Monitoring point, Parameter and Corresponding Geometric Mean Exceedance

- Please indicate the monitoring point, as identified on the Site Plan in your Stormwater Pollution Control Plan and also on your Discharge Monitoring Report.
- Please indicate the parameter, units and geometric mean associated with each monitoring point exceedance.
- Please note, if you are not sampling all of your stormwater discharge points and your pollution control plan has identified substantially similar effluent based on a site analysis and/or monitoring, then you must install the same treatment on those representative discharge points. Once implemented, you must sample substantially similar discharge points for the parameters that triggered Tier 2.

Projected Reduction of Pollutant Concentration Treated

Please provide the projected percent reduction in concentration for the proposed treatment measure associated with the corresponding geometric mean exceedance. Regardless if a facility is proposing one treatment system to address more than one geometric mean exceedance or multiple treatment measures with the goal of reaching a single benchmark, please list the percent reduction for each parameter. The projected percent reduction should reduce the pollutant discharged to or below the benchmark.

Created by: Krista Ratliff
Last updated: 7/21

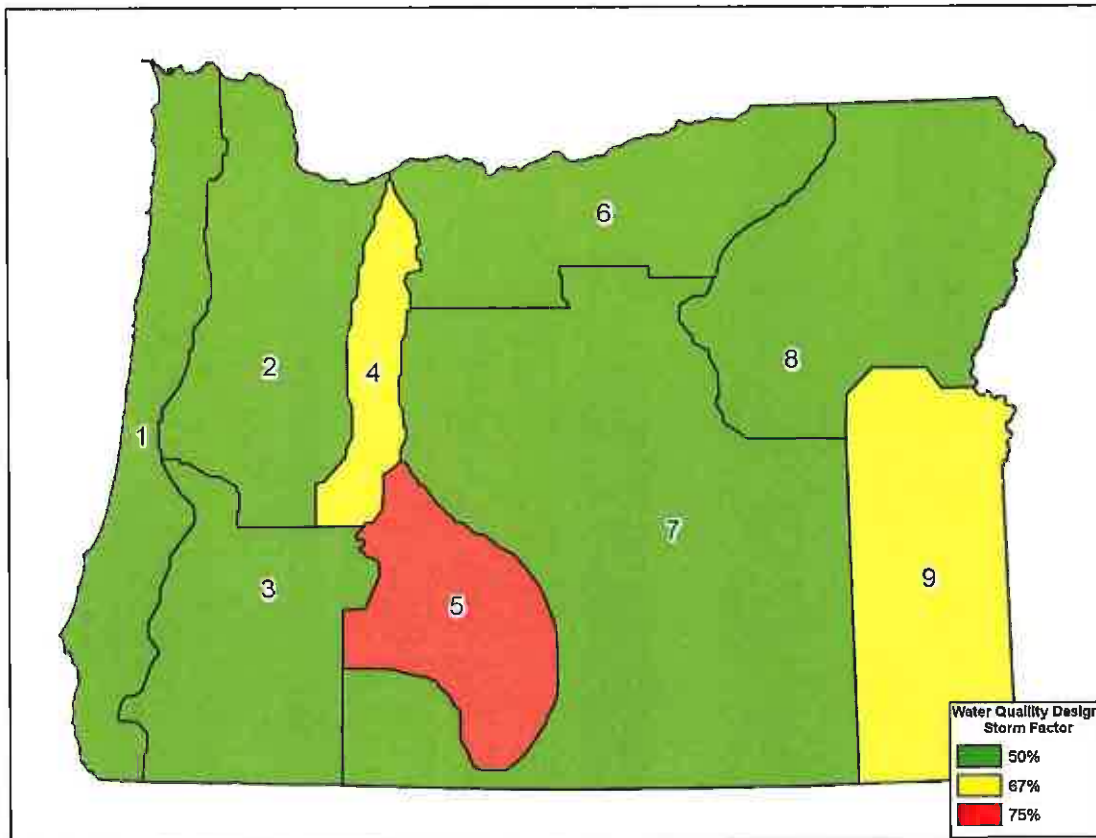
Percent of Design Storm Volume Infiltrated

Please provide the calculated percent of the design storm that will be infiltrated for the drainage basin being addressed, if applicable. Facilities choosing to submit a Tier 2 Mass Reduction Waiver request need to evaluate their site and show how the remaining mass load of pollutants discharged are at or below the mass equivalent of the statewide benchmarks. In addition, provide the information requested in the Tier 2 Waiver table. This calculation may result in discharge above the benchmark values. The revised Stormwater Pollution Control Plan must provide data and analysis to support this mass load analysis determination, including the detailed description of the measure(s).

Design Storm Criteria

Precipitation Data

1. Determine the 2-year, 24-hour rainfall depth for the facility using latitude and longitude; this information can be found here: <http://www.nws.noaa.gov/ohd/hdsc/noaaatlas2.htm>
2. Determine the Water Quality Design Storm amount by locating your facility's zone on the Oregon Department of Transportation's Water Quality Design Storm Factor map, attached below. Multiply the 2-year, 24-hour storm rainfall depth from Step #1 by the appropriate factor (50%, 67%, or 75%). The majority of the state will use 50% of the 2-year, 24-hour rainfall depth. For example, if the 2-year, 24-hour rainfall depth according to NOAA is 3.0 inches, and the facility is in Zone 6 on the map below, $3.0 \times 50\% = 1.5$ inches. The Design Storm amount is 1.5 inches.
3. Design to a minimum storm size of 0.7 inches in 24- hours in order to capture the first flush of industrial pollutants, even if the calculation from Step #2 is fewer than 0.7 inches.
4. Compare the calculated Water Quality Design Storm to the facility's local jurisdiction's water quality design storm and use whichever is more stringent.



More information is available: <https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Hydraulics-Manual.aspx>

Please simply indicate the page numbers of the stamped plan or waiver for the following items:

Rationale for the Selection of the Measures

The permits require the revised Stormwater Pollution Control Plan include data and analysis to support the selection of each treatment best management practice or infiltration measure.

Schedule for Implementing Measure

Please include the expected implementation schedule for the proposed measures. The permit deadlines include:

- Submit a proposed Tier 2 corrective action response to DEQ or agent no later than December 31 (six months after the end of the full reporting year that triggered Tier 2) unless DEQ or agent approved a later date.
- Complete construction and implement treatment or mass reduction measures no later than Sept 30 (a year and nine months after the Tier 2 proposal corrective action response submittal deadline) unless DEQ or agent approved a later date.

Cost of proposed Tier 2 Response

As part of the rationale in the selection of the measures, the facility must consider cost. In order to meet the implementation schedule, it is highly recommended that all proprietary, capital investment, permitting, operational and maintenance, as well as energy costs are evaluated.

Treatment System Schematic

Please include design and site location information for proposed treatment measures. Registrants are responsible for meeting water quality standards, including assurance that any chemical treatment is nontoxic to aquatic organisms. Any state approved program may be cited, such as Technologies Assessment Protocol - Ecology (TAPE).

Operation and Maintenance Schedule

All Tier 2 responses will require some maintenance overtime to optimize pollutant removal and manage break-through. Break-through happens when media is clogged or no longer treats the stormwater pollutants. Although each facility maintenance schedule will vary based on loading, this is an important component of the revised Stormwater Pollution Control Plan. Schedule A.10.b.vii and Schedule A.10.e outline maintenance and repairs which must be recorded and available for review upon request of DEQ, agents or a local municipality. The revised Plan must include a projected maintenance schedule. DEQ recognizes this may vary once installation is complete. Please ensure any Plan revisions related to operations of control measures are submitted to DEQ or agents within 30 days calendar days after the change.

700 Lloyd Building at 700 NE Multnomah St., Suite #600, Portland, OR 97232		165 East 7th Avenue, Suite 100 Eugene, OR 97401		800 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801	
Clackamas	Benton	Lane	Baker	Hood River	Sherman
Clatsop	Coos	Lincoln	Crook	Jefferson	Umatilla
Columbia	Curry	Linn	Deschutes	Klamath	Union
Multnomah	Douglas	Marion	Gilliam	Lake	Wallowa
Tillamook	Jackson	Polk	Grant	Malheur	Wasco
Washington	Josephine	Yamhill	Harney	Marrow	Wheeler

AGENT OFFICES

Clean Water Services 2550 SW Hillsboro Highway Hillsboro, OR 97123 <i>Includes Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin, and portions of Washington Co.</i>	City of Portland Bureau of Environmental Services Water Pollution Control Laboratory 6543 N. Burlington Ave. Portland, OR 97203-5452	City of Eugene Industrial Source Control 410 River Ave. Eugene, OR 97404
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DEQ Industrial Stormwater Permits Tier 2 Revised Stormwater Pollution Control Plan Checklist

Instructions: Complete this form and submit with the revised SWPCP and engineered plan or waiver request.
Fill in the requested information in the highlighted cells and the appropriate page number(s) indicating the location of information in the revised SWPCP.

Facility Name:

File No.:

Permit Schedule	Requirement						Page #	Comments (for official use only)
A.12.i	Date Revised Plan submitted:							
A.12.f	Monitoring Point	Parameter	Geometric Mean Exceedance	Units	Percent Reduction in Concentration	Percent of Design Storm Infiltrated or Injected		
A.12	Proposed Tier 2 Corrective Action Response							
		Design storm in inches						
A.12.f.iii.1	Rationale for the selection of the measures							
A.12.i.iii	Schedule for implementing these measures							
A.12.f.iii.2	Stamped by PE							
Cost of installation								
Treatment system schematic and operational plan								
Operation and maintenance schedule for treatment measures and/or volume reduction measures proposed								
For DEQ or Agent use only								
A.11	Revised SWPCP complete and acceptable							
Notes: <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>								



Information Required for Tier II Waiver Application

If applying for a Tier 2 waiver based on projected volume reduction, please provide the information below *for each drainage area on your site*. If no infiltration is proposed for a particular drainage area, simply fill out the first four (bolded) entries in the Tier 2 Waiver Table. Make additional copies if your site has more than three drainage areas.

Tier 2 Waiver Table

	Drainage area name:		Drainage area name:		Drainage area name:	
	Value	Page number	Value	Page number	Value	Page number
Area of drainage area (ft²)						
Impervious area (ft²)						
Runoff coefficients						
Mass (with units) of pollutant discharged based on geometric mean (no infiltration)						
Infiltration rate (gal/day)						
Pond capacity, if applicable (gal)						
Mass (with units) of pollutant discharged based on geometric mean (with assumed infiltration)						
Mass (with units) of pollutant discharged assuming concentration equal to benchmark (no infiltration)						
Approximate depth to groundwater						



Port of Brookings Harbor

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Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

January 20, 2022

To: Gear Storage Customers

RE: FEMA Disaster Repairs and Crab Pots / Gear Storage Relocation

The Port encountered two storm related disasters in 2019 damaging Basin 2 slopes and depositing 38,000 cubic yards of sediment in the inner basins. The Port is currently working with FEMA and regulatory agencies on the engineering and permitting to repair the damage.

The Port's preliminary construction schedule is to begin in the Summer of 2022 in order to begin dredging next season October 2022 – March 2023. The Port will be purchasing dredge equipment and locating a permanent dredge sediment basin near the existing gear storage area. This will provide the Port the ability to dredge its inner basins on a yearly basis, something that has never been done. Basin 2 slope repair is scheduled to begin during the next in-water work period of October 2022 – March 2023.

The Port has also secured additional funding under FEMA mitigation measures to reduce future storm related damages to its facilities. These mitigation measures include storm drains, grading and paving. Paved roads will interconnect Lower Harbor Road to the receiving docks and to other areas of the Port for better transportation of materials and goods. These improvements will also address our stormwater quality issues and poor road conditions. This mitigation work is anticipated to begin in the Summer of 2022 and extend through 2023.

The current gear and crab pot storage arrangement will be changing to allow for construction to take place. Port staff will work with each customer to maximize crab pot and gear storage areas, but there could be situations where some gear may need to be removed from the Port permanently. Please see attached drawing of the new gear storage area.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Gary Dehlinger
Port Manager

Cc: Board of Commissioners

Port of Brookings Harbor Gear Storage Relocation Proposed Plan



INFORMATION ITEM – E

DATE: January 11, 2022
RE: Pelican Bay Arts Association Request for 5-Year Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port received a request from Pelican Bay Arts Association for Art on the Boardwalk and a 5-year agreement (2022 through 2026).
- The Port Event Permit and Use Agreement is intended to be completed each year. Port staff does not foresee an issue with a 5-year agreement for this event. No fees been charged for this event since no space on the boardwalk is occupied.
- Pelican Bay Arts Association is requesting space between event booths and the artwork along the entire boardwalk handrail for access to view the artwork during other events on boardwalk.
- Port staff would like to further discuss the functionality of the request for access to the artwork during other events on the boardwalk:
 - 1) ADA Access:

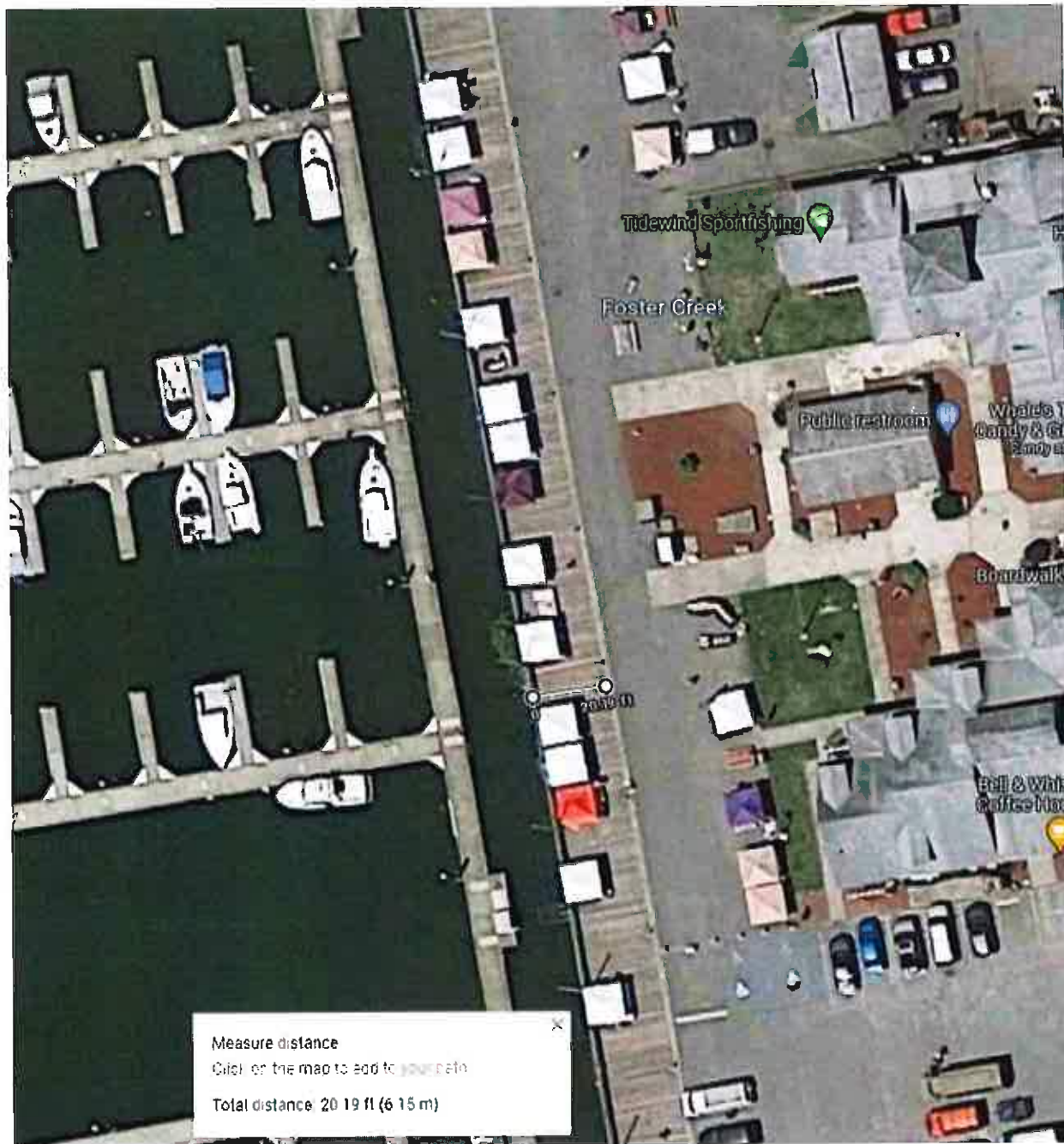
Width of the space would need to be at least 5-feet wide to allow for passing space or provide passing space at intervals of 200-feet. The length of the boardwalk is 475-feet with 25-feet being unusable.

 - 403.5.3 *Passing Spaces*
An accessible route with a clear width less than 60 inches (1525 mm) shall provide passing spaces at intervals of 200 feet (61 m) maximum. Passing spaces shall be either: a space 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum; or, an intersection of two walking surfaces providing a T-shaped space complying with 304.3.2 where the base and arms of the T-shaped space extend 48 inches (1220 mm) minimum beyond the intersection.
 - 2) Fire lanes and access routes must be maintained at all times.
 - 3) There are power points on the boardwalk handrail that are used during large events where power cords could create potential tripping hazards. These hazards would need to be addressed by event coordinators.
 - 4) If space is granted for viewing during the other events, how will the Port handle lost space on the boardwalk that are being paid by the other organizers.
 - 5) During times the boardwalk is rented, viewing access to the artwork must be coordinated between Pelican Bay Arts Association and the other event coordinator(s).

DOCUMENTS

- Satellite image of the boardwalk, 1 page
- December 30, 2021 Letter from Pelican Bay Arts Association, 3 pages

2013 Satellite image Port of Brookings Harbor boardwalk.



The boardwalk width is 20-feet. Electrical power / outlets are located on the handrail and on every other light pedestal. Vender tent size is typically 10-ft x 10-ft. Sometimes the tents are tied down with ropes or other weights to prevent them from blowing away.

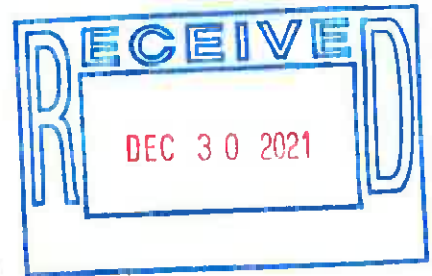
Pelican Bay Arts Association
Manley Art Center and Gallery

Brookings - Oregon

433 Oak Street, Brookings, OR 97415 • Mail: PO Box 2568, Brookings, OR 97415 • (541) 469-1807
Email: pbaart@frontier.com • Website: manleyartcenter.com

December 30, 2021

Gary Dehlinger
Port Manager
P.O. Box 848
Brookings, OR 97415



Dear Mr. Dehlinger,

Thank you adding our request to your January 2022 meeting agenda:

Requesting a five year term to hold the Art at the Port Exhibition
on the boardwalk fence from mid May through mid September.

Would you and the Port consider a year-around policy for maintaining an aisleway along the entire boardwalk for viewing access? This is primarily so that Port visitors may view the boat basin, not just the art on the fence. Local people and tourists alike enjoy visiting the Boardwalk to view the boats and the activity in the basin. This view is probably the best and most popular attraction that the Port has. When booths are lined up along the fence this popular attraction is effectively closed and not available for viewing. The boats and boat basin are hidden.

You mentioned ADA access and maintenance of fire lanes, which I believe were complied with when the booths were positioned this way in the past. I have attached some photos showing how the boardwalk looks when more than 100 booths are set up to allow for an aisle along the fence.

Thank you for supporting Art at the Port!

Sincerely,

Nola Range
Art at the Port
Pelican Bay Arts Association





INFORMATION ITEM – F

DATE: January 11, 2022
RE: POBH Employee Handbook 2022
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port of Brookings Harbor employee handbook was updated to meet State of Oregon employment standards and from recommendations by SDAO.
- Port staff highlighted the changes and footnotes throughout the handbook for a guide to show the differences.
- Port legal counsel is reviewing the revisions.

DOCUMENTS

- Draft POBH Handbook 2022, 87 pages



Port of Brookings Harbor
Employee Handbook



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Port of Brookings Harbor

Employee Handbook

added sections highlighted

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INTRODUCTION

WELCOME TO THE PORT OF BROOKINGS HARBOR!

On behalf of your colleagues and the Board of Commission – we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset – our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, and interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

Port Manager

No changes or additions to Welcome to the Port of Brookings Harbor

ABOUT THIS HANDBOOK

This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask Port Manager or your Supervisor.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in The Port of Brookings Harbor's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period of time and may be terminated at will, with or without reason, and without prior notice by The Port of Brookings Harbor or you for any reason, at any time.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your Handbook current.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

No changes or additions to About This Handbook Section



EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP

You and The Port of Brookings Harbor are engaged in an “at-will” employment relationship. Therefore, employment at The Port of Brookings Harbor is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the Port Manager. It cannot be altered, except when in writing and signed by the Port Manager and you. The Port of Brookings Harbor will not make and will not be bound by any oral promises concerning the length or terms of your employment.

Equal Employment Opportunity

The Port of Brookings Harbor is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to the [Designated Position]. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

‘Equal Employment Opportunity’ was added to this section and expanded to include verbiage previously included in ‘Prevention of Workplace Discrimination, Harassment, and Retaliation’ section.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act [ADA], amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function [walking, seeing, hearing, breathing, bodily functions, etc.
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

The Port of Brookings Harbor offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the Port Manager.

added section per ADA Amendments Act of 2008

HARASSMENT

The Port of Brookings Harbor will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at The Port of Brookings Harbor. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of The Port of Brookings Harbor, you have the responsibility to immediately report any actions or words, which you find to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone.

Reporting Incidents of Harassment

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation. We will also check in with you quarterly following receipt of the information to ensure the matter has been resolved and continues to meet the organizations standards.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

External Complaint Procedure

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:
https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

Employment Agreements

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

Additional Employee Support Services

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal services
- Counseling and Support Services and/or Employee Assistance Services.

RENAMED SECTION

- Renamed to Harassment
- Harassment, Discrimination and Retaliation Policy that was approved on December 17, 2019, was removed, and replaced with policy/verbiage suggested by SDAO
 - Sections Removed (*these sections were removed as a sub section, but remain in context*)
 - Equal Employment Opportunity
 - Retaliation
 - Sexual Harassment
 - Harassment
 - Internal Complaint

WORKPLACE PROFESSIONALISM

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

The Port of Brookings Harbor defines unprofessionalism as repeated or one-time behavior, which is inappropriate, and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that The Port of Brookings Harbor will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making comments on Facebook, texting, misuse of other forms of social media
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's performance or job description
- Spreading rumors and gossip regarding individuals
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job.
- Taking credit for another person's ideas

Any Port of Brookings Harbor employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy, Prevention of Workplace Discrimination, Harassment, and Retaliation Policy approved and adopted on December 17, 2019. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

added section per SDAO recommendations

DISPUTE RESOLUTION

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be handled without prejudice or retaliation.

Reporting Issues Other than Harassment/Discrimination

Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up to your concern, in writing, within one week.

We realize there may be valid reasons to forego this initial step; in those circumstances (*i.e.*, a concern involves an immediate manager/supervisor), you may go directly to the next level of management or to the Port Manager for assistance.

Sections Remove (these sections were removed as a sub section, but remain in context)

- Appeal Process

EMPLOYMENT

It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or in utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement adversely affects supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

- Section combines verbiage from 'Employment' and 'New Employee, Promotions, and Transfers'
- Rewording per SDAO recommendations where highlighted
- Renamed sub sections
 - Reinstatement to Re-employment
 - Prior Service Credit to Credit for Prior Seniority
- Introductory period changed from 90 day to 60 day
- Full Time Classification definition changed from 40 hours per week to 30 to coincide with health insurance coverage requirements

New Employee Orientation

New employees are expected to attend a thorough orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

Introductory Period

As a new employee, you are hired on a 60 -day introductory period. ---changed from 90 to 60 The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.--- introductory period changed from 90 to 60 days

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the introductory period may be extended if there is reason to believe that your skills will improve within 30 days. This period may be extended only by approval of the Port Manager. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

Promotions and Transfer Training Period

If you are promoted or transferred to a new position, you must also complete an introductory period of 60 days ---changed from 90 to 60 to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted. ---introductory period changed from 90 to 60 days

Re-employment

Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees. If an employee returns with in 12 calendar months their previous Sick Leave balance will be restored in full.---added verbiage per SDAO recommendations

Credit for Prior Seniority

All rehires shall be considered new employees, except where federal or state law requires otherwise e.g., the Employee Retirement Income Security Act rules which apply to pensions, where state law applies to health insurance benefit reinstatement.---reworded per SDAO recommendations

Employment Classifications

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

Introductory*: Newly hired or promoted employees within the introductory period. New hires normally earn, but cannot use, benefits.

Regular Full-time: An employee who is regularly scheduled to work 30 hours or more per week. Classification normally is eligible for benefits. For health insurance coverage, 30 hours per week is considered full-time. —changed from 40 to 30 hours

Regular Part-time: An employee who is regularly scheduled to work at least 20 but less than 30 hours per week. This classification is normally eligible for benefits, but on a pro-rata basis.

Temporary*: An employee who is hired for a specified period of time, usually no more than six [6] months. This classification is typically not eligible for benefits, except for those mandated by law.

On-Call*: An employee who does not have a set schedule and works only when called upon.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

EMPLOYMENT RECORD KEEPING

Access to Personnel Files

The organization maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review [except for any references and other material exempt from disclosure under state law] by making advance arrangements with the Port Manager. We will provide copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

Change in Personal Data

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Human Resources Manager.

- Name
- Marital status
- Address
- Telephone number
- Dependents
- Beneficiary[ies]
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

A **Change in Personal Data** form is available for your use in reporting any changes in your personal information.

No changes or additions in Employment Record Keeping Section

EMPLOYMENT RELATIONS AND CONDUCT

ETHICS

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244.

Misrepresentation

As an employee, you should consider how you represent the Port of Brookings Harbor in your transactions and interactions. You should be careful not to misrepresent the organization's policies, practices, procedures, or prices, or misrepresent your status and authority to enter into agreements. You should also avoid using the organization's name, likeness, facilities, assets, resources, or the authority of your position with the organization for personal gain or private interests.

Outside Employment

While employed at the Port of Brookings Harbor you may not engage in outside employment that conflicts with the nature of the organization's business, competes with the organization, conducts business with the organization or otherwise interferes with your ability to perform according to established standards of performance and work rules. You also may not conduct business connected to outside employment during hours you are scheduled to work at the Port of Brookings Harbor or use company equipment for such purposes.

Off-Duty Conduct

Generally, we regard off-duty activities of employees to be their own personal matters. However, certain types of off-duty activities concern us because of the potentially negative impact on the organization's reputation within the communities we serve. Therefore, employees who engage in or are associated with illegal or otherwise harmful conduct that adversely affects the organization or its public image, or their own ability or credibility to carry out employment responsibilities may be subject to corrective action, up to and including termination.

Solicitation and Bulletin Boards

To make sure employees aren't disturbed or interrupted while on work duty, we have established the following no-solicitation policy:

Individuals who are not employed at the organization may not solicit our employees or distribute literature on organization property at any time.

If you wish to solicit or distribute literature to other employees by or on behalf of any individual, organization, club, or society, you may do so only during times when you are on a rest or lunch break. You may solicit or distribute literature only to those employees who are also on a rest or lunch break. The distribution of literature in work areas is prohibited at all times, but you may place it in established break areas or lunchrooms.

Obscene, profane, or inflammatory items and political advertisements or solicitations are strictly prohibited.

You may not solicit, expect, or accept contributions from vendors, clients, or anyone doing business with the organization.

You may not sell merchandise or collect funds of any kind without prior approval from the Port Manager.

We use our organization bulletin boards to keep you up-to-date and to post notices and information required by law. We also use them to announce activities and other items of interest to employees. We ask that you check the bulletin board regularly to obtain information that may be important to you. Bulletin boards are to be used only for posting or distributing notices or announcements of a business nature that apply equally and are of interest to all employees or are directly concerned with organization business.

Public Officials

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an "agent." An "agent" means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization you became a Public Official.

Gifts

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

Use of Official Position or Office

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.

- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

Honoraria

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the public official or candidate.

Financial Interest in Public Contracts

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

- Gifts...Gratuities/Gifts **-RENAMED SUBSECTION**
- **Removed Sections** (*these sections were removed as a sub section, but remain in context*)
 - Conflict of Interest
 - Misrepresentation
- **Added Sections....**
 - Public Officials
 - Use of Official Position or Office
 - Honoraria
 - Financial Interest in Public Contracts

CONFIDENTIALITY

Organization and Customers

At The Port of Brookings Harbor, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from The Port of Brookings Harbor, except in the ordinary course of performing duties on behalf of The Port of Brookings Harbor. Additionally, the contents of organization records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

Employee Records

The Port of Brookings Harbor's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

Organization-assigned information, which may include organizational charts, department titles and staff charts, Designated Positions, department budgets, company coding and recording systems, telephone directories, e-mail lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information as it feels necessary to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to Port Manager. The Port Manager has the responsibility to investigate the incident and take corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples

of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates *i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers in order to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

No changes or additions to Confidentiality Section

WORKPLACE RULES

The Port of Brookings Harbor believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to The Port of Brookings Harbor.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. The Port of Brookings Harbor records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by The Port of Brookings Harbor or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior [abusive language, harassment, personal business during work time, *etc.*] will be condoned. This also applies to alcohol consumption when representing The Port of Brookings Harbor in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*).
6. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Dispute Resolution Procedure, which can be found on page 13 of this Handbook.

No changes or additions to Workplace Rules Section

WHISTLEBLOWER PROTECTIONS

The Port of Brookings Harbor encourages any employee with knowledge of an illegal or dishonest activity to report it to the Port Manager or designee. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from Port Manager.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Port Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible. The Port of Brookings Harbor will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Port Manager immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to Port Manager who is responsible for investigating and coordinating corrective action.

No changes or additions to Whistleblower Protections Section

DRESS CODE

Employees contribute to the atmosphere and reputation of The Port of Brookings Harbor in the way they present themselves. A professional appearance is essential to a favorable impression with customers and coworkers. Good grooming and appropriate dress reflect employee pride and inspire confidence.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle.

Additionally, clothing, jewelry, and hair should not be loose or dangle in such a way that creates any kind of safety hazard.

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the Dress Code for special occasions. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal time or vacation time. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world change.

No changes or additions to Dress Code Section

COMMUNICATION AND SOFTWARE SYSTEMS

Electronic Communications Systems

The Port of Brookings Harbor provides electronic communication systems to maintain superior communications both within the organization and with customers and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and support this policy. For further reference consult the IT Security Policy adopted June 2021. -
-- added reference to adopted policy

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of The Port of Brookings Harbor to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

Electronic Mail System

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's Port Manager.

Organization-owned Personal Computers

To protect the integrity of our systems, all software used on our computers must be registered with the Port Manager. Personal or downloaded software may only be installed after written authorization from that individual. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization of Port Manager.

Laptop Security

All staff that are issued laptops and other computer-related equipment will be given a copy of The Port of Brookings Harbor's computer-related equipment guidelines. These guidelines include security precautions and procedures as recommended by The Port of Brookings Harbor.

Laptops and other applicable equipment will only be replaced by the company if the laptop and other equipment were secured by two anti-theft devices at the time they were stolen. For example, a computer camera stored in a locked cabinet within a locked office; a laptop locked in a safe in a locked motel room; a laptop secured in a locked drawer within a locked residence. An exception applies for a laptop or equipment taken during an assault situation.

In other situations, a deductible will apply to lost or stolen laptops and computer equipment. Employees should always follow company guidelines in safeguarding equipment. If an employee has followed these recommendations, the laptop and other equipment will be replaced. If the employee has not, however, the manager, has the option of paying the deductible or, for example, having the laptop replaced with a personal computer.

Mobile Devices

Allowing Remote Wipe Provisions/Data Liability

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. **This right to delete such information may be exercised remotely or on-site if the organization determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every [two [2], five [5], ten [10], or other designation] minutes for security reasons. A PIN-based lockout is required, and the PIN must be given to the Information Technology department. *Added verbiage per SDAO recommendations*

Obviously, it is critical that any loss or theft of a mobile device, including laptops, be immediately reported to Port Manager. Security of these devices should always include two (2) levels (*i.e.*, locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave an employee responsible for the cost of the device or loss of company-related information addressed in this policy, and further corrective action, up to and including termination.

Use of Internet, Virtual Private Network, and Commercial Online Systems

Although The Port of Brookings Harbor recognizes that the Internet may have useful applications to our business, you may not engage in Internet use without prior written approval from The Port of Brookings Harbor and unless a specific business purpose requires such use. Absent such approval, you may not access the Internet using our computer systems at any time or for any reason.

Also, management approval is required before anyone can post any information on commercial online systems, the VPN, or the Internet. Any material not owned by The Port of Brookings Harbor that will be posted must have received all proper copyright and trademark permissions from its originators prior to approval. *For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices.* *Added verbiage per SDAO recommendations* Absent prior approval to act as our official representative from The Port of Brookings Harbor you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of The Port of Brookings Harbor."

Social Media and Networking

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market The Port of Brookings Harbor products and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. The Port of Brookings Harbor wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws (including copyright) and ethical considerations.

Business Use

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

- In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from The Port of Brookings Harbor, the organization has the right to assume control of this account.

Business Use section combines Business Use, Personal Use and Business Relationship and Ownership of Social Media

Monitoring

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

Protection

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

Prohibited Conduct

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

Telephone Usage

The Port of Brookings Harbor realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

Voice Mail System

The voice mail system at The Port of Brookings Harbor is the property of the organization and is provided for use in conducting organization business. All communications and information

transmitted by, received from, or stored in this system are organization records and property of The Port of Brookings Harbor. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. The Port of Brookings Harbor, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from your supervisor.

Cell Phones

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization prohibits the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

[Optional:] Employees should not use handheld cell phones for business purposes while driving. Should an employee need to make a business call while driving, a lawfully designated area to park should be located and the individual should pull over to make the call. Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather, unfamiliarity with area), the employee should locate an appropriate area to pull over to continue the call.

IT Security Policy

The Port of Brookings Harbor adopted the IT Security Policy in June 2021. You are urged to consult this reference in addition to the above policy. --- added reference to adopted policy

Business Use under Social Media

- Added Verbiage and Combined Sections
- Renamed to 'Business Use'
- Combines the sub-sections Business Use, Personal Use and Business Relationship and Ownership of Social Media

PERFORMANCE MANAGEMENT AND REVIEW

To establish a meaningful performance evaluation system upon which The Port of Brookings Harbor can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations (at least annually).

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance against established performance standards;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a goal-oriented path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

No changes or additions to Performance Management and Review Section

CORRECTIVE ACTION

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of The Port of Brookings Harbor to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense. *Reworded per SDAO recommendations*

Counseling, verbal warning and written warnings may be undertaken by a supervisor without prior approval from the Port Manager. However, the Port Manager must be informed by the Supervisor of any such actions taken. Suspension with or without pay, demotion and discharge require prior approval from the Port Manager before the action is taken. *Added verbiage per SDAO recommendations*

Added and rewording per recommendations to Corrective Action Section



COMPENSATION

PAY ADMINISTRATION

The Port of Brookings Harbor values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved. *Added verbiage per SDAO recommendations*

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. *Reworded per SDAO recommendations* This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Pay Increases

It is The Port of Brookings Harbor 's policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by both the next level of management and Port Manager. *Reworded per SDAO recommendations*

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters. *Reworded per SDAO recommendations*

Added and rewording per recommendations to Pay Administration Section

PAY PRACTICES

Paydays

You will be paid every two (2) weeks. Paydays are generally the Friday following the pay period. The pay period begins on Monday and ends on Sunday. If a payday falls on a banking holiday, paychecks will be distributed on the Friday prior to the established payday. If a payday falls on an organizational holiday, you will receive your check on the last workday prior to the holiday. *Added verbiage per SDAO recommendations*

Payroll Deductions

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

Pay Advances

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties.

Delivery of Paychecks

Your paycheck will be hand-delivered to you each payday or put in your designated in-box; paychecks will not be delivered to anyone else without your written request.

Method of Payment

A statement showing gross earnings, deductions, and net salary will accompany each paycheck (or notice of direct deposit). Employees have the choice between direct deposit and payment by check.

Employee Withholding Allowance Certificates (Form W-4)

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the organization will implement the desired changes by the start of the first payroll period ending on or after the 30th day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts. *Reworded and added verbiage per SDAO recommendations*

Time Records for Non-Exempt Employees

The time sheet is a record of time worked. It provides a permanent record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued an ADP 'badge number'. This number is specific to you and should be used to clock in at the beginning of each work period, and clock out upon finishing that work period; this includes clocking in and out for lunch. Non-exempt employee pay is calculated from this record.

Time sheets should be reviewed carefully for completeness and accuracy as they will be used to calculate pay. Supervisors will review and initial time sheets each pay period. If an error needs to be corrected, the time sheet should be taken to the Port Manager or supervisor for appropriate action. All manual entries or corrections must be made, reviewed, and initialed by the supervisor or other appropriate management member. Time sheets should be reviewed, signed, and turned in at the end of the pay period. Your signature on the time sheet each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time sheet. Willfully falsifying a time sheet will be grounds for corrective action, up to and including termination.

Time Records for Exempt Employees

Employees classified as exempt do not fill out time sheets and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. However, because The Port of Brookings Harbor does have vacation and sick leave benefits programs, if you have earned time in these bank(s), you must use this time first (from whichever benefit applies) to cover any time off that is less than your normal workday.

Dispute Resolution Process for Paycheck Errors

If you have any questions regarding your pay or feel a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Port Manager.

Final Paycheck

While we request that you give us at least 10 working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five business days (excluding weekends and holidays) or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits that are due and payable at separation.

Reworded and added verbiage per recommendations to Pay Practices Section

HOURS OF WORK AND WORK SCHEDULES

Organization Hours

The general Port Office, RV Park Office and Port Shop hours at The Port of Brookings Harbor are (8:00 a.m. to 5:00 p.m., Monday through Friday).

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Monday through Sunday. If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

Overtime

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times (1.5) the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to termination.

Meal and Rest Periods

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Employees are entitled to a break period of (15) minutes for each morning and each afternoon shift. Employees are entitled to a lunch period of (one hour) for every 6 hour shift worked.

Non-exempt employees only: Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor, in an emergency situation or on the rare occasion that my workload prohibits taking an hour lunch period, or if my lunch period is interrupted by work activity. In these situations, the meal period will be paid time. --- *Reworded and added verbiage per SDAO recommendations*

Lactation

The Port of Brookings Harbor promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

The Port of Brookings Harbor will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Port Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination. *Added Section per Oregon Statue ORS 653.077*

Social and Recreational Activities

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

Inclement Weather and Emergency Closures

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that The Port of Brookings Harbor makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the Port Manager. A closure message will also be recorded on The Port of Brookings Harbor's general voice message line. It is the responsibility of each employee to check e-mail and call the voice message line (or other point of contact) for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via e-mail (or other method).

Exempt employees will be paid for all absences (full-day or partial day) related to emergency closures.

Non-exempt employees will not be paid for time away from work due to office closure; however, with supervisory approval, available vacation may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two (2) hours, whichever is greater.

Added Section 'Lactation' and Reworded sections to Hours of Work and Work Schedules Section

TELEWORK OR TELECOMMUTE

Currently, both telework and telecommute are not options available at the Port of Brookings Harbor. ...*Added Section*

EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT

The Port of Brookings Harbor will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by your supervisor before payment will be made.

Expense Reimbursement Procedure and Reports

Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense. Expense reports are due to the Port Manager within five (5) days following the end of the month.

Mileage Reimbursement

While in the course and scope of duties on behalf of The Port of Brookings Harbor, employees, with their supervisor's approval, may use their vehicle for business purposes. While driving on behalf of The Port of Brookings Harbor and in the course and scope of duties assigned, liability would accrue to The Port of Brookings Harbor for negligent actions. As such, employees are encouraged to follow all rules of the road and drive courteously. Coverage provided by The Port of Brookings Harbor for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees are encouraged to have comprehensive and collision coverage on vehicles used for The Port of Brookings Harbor business.

When you use your own vehicle for organization business, you will be reimbursed for organization-related business travel at the current IRS determined rate per mile.

In order to recover these costs, an expense report must be signed by you and dated, initialed by your supervisor and submitted to the Accounting Department for processing according to policy. If you have questions about expense reports and mileage allowances, please ask your supervisor or Port Manager. ...*Reworded per SDAO recommendations*

Overnight Travel and Meal Expense Reimbursement

If an employee is traveling overnight on a work-related activity, the employee may expense lodging, food, beverage and any incidental expenses that are necessary and business related.

Meal Reimbursement Limits

[Organization Name] will not reimburse more than the following amounts for any meal unless approved in advance by [Designated Position]; these maximums are inclusive of gratuity.

Breakfast	[amount example \$15.00]
Lunch	[amount example \$15.00]
Dinner	[amount example \$30.00]

Exceeding meal reimbursement limits

The Port of Brookings Harbor recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may

be acceptable. Such situations should be known in advance and prior approval obtained from your supervisor.

Alcoholic Beverages

The Port of Brookings Harbor will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

Transportation Expense Reimbursement

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

Spouse/Guest Expense Reimbursement

The Port of Brookings Harbor will not pay for meals or entertainment of spouses/guest/significant others.

The Port of Brookings Harbor expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable. *OPTIONAL ADDITION??*

- Added Section 'Telework or Telecommute'
- rewording to Employee-Incurred Expenses and Reimbursement Section

PAY EQUITY

The Port of Brookings Harbor strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on The Port of Brookings Harbor's objective processes for evaluating an employee's work and one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Port Manager to obtain clarification. ...*Added Section*

Added Section



BENEFITS

PURPOSE AND POLICY

The Port of Brookings Harbor strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Benefit Pro-ration and Employee Cost Sharing

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by The Port of Brookings Harbor. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

The Port of Brookings Harbor reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

Reworded per SDAO recommendations

Benefit Plan Documents

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. Added verbiage per SDAO recommendations These official documents are available from the Port Manager for your review. We ask that you refer any questions about this information to the Port Manager.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

HEALTH INSURANCE BENEFIT

The Port of Brookings Harbor currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Port Manager.

Eligibility

This benefit is provided for all regular full-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed 60 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 60 days of employment. Part-time, temporary, and on-call employees are generally not eligible to participate in the health insurance plan.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Port Manager. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage. See Port Manager for information.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. The Port of Brookings Harbor realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

Premium Cost

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. The Port of Brookings Harbor determines the payroll deduction schedule.

Termination of Coverage

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of

qualifying events include termination of employment, a reduction in hours, death of the covered employee, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for up to nine (9) months at your own expense if you were enrolled in the plan for at least three (3) months. However, continuation does not occur automatically. You must elect coverage within thirty (30) days, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within thirty (30) days for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Portability/Conversion of Health Plan

If you've been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

No changes or additions for Health Insurance Benefit section

DENTAL INSURANCE BENEFIT

The Port of Brookings Harbor provides a Dental Insurance plan for employees.

Eligibility

Full-time employees regularly scheduled to work 30 *changed from 40 to coincide with Health Insurance* Benefit hours or more per week are eligible for dental insurance coverage on the first day of the month after 60 *changed from 90 to coincide with Health Insurance* days of employment. Part-time, temporary, and on-call employees are not eligible to participate in dental insurance.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute toward monthly premiums.

Employees may enroll dependents in the dental care plan, but must pay all of the premium costs associated with this coverage, which will be deducted from the employee's paycheck.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Full-time employees who are regularly scheduled to work 30 *changed from 40 to coincide with Health Insurance* hours per week or more become eligible for this coverage on the first day of the month after 60 *changed from 90 to coincide with Health Insurance* days of employment. The amount of insurance coverage is equal to your base annual salary with a \$50,000 maximum. on the first day of the month after 60 days of employment pays the full premium.

Short-Term Disability

The Port of Brookings Harbor provides a Group Short-Term Disability plan. Full-time employees who are regularly scheduled to work 30 *changed from 40 to coincide with Health Insurance* hours or more per week become eligible for this plan on the first day of the month after 60 *changed from 90 to coincide with Health Insurance* days of employment. The Port of Brookings Harbor pays the full premium. *Entire section reworded per SDAO recommendations*

Premium Only 125 Plan

The Port of Brookings Harbor provides a Premium Only 125 Plan that allows employees to have any group medical, dental, or vision premium contributions deducted from their checks on a pre-tax basis. Details will be provided to employees at the time of eligibility 1st day after 60 days of employment commences. *Added section. The Port renews this plan annually.*

Dental and Other Insurance Benefit

- rewording changes
- added verbiage
- definition of full-time ... 40 hours to 30 hours
- probation period ... 90 days to 60 days

VACATION BENEFIT

All full-time employees are eligible for vacation based on the schedule below. All accruals begin on the first day of regular employment, but employees are not eligible to use Vacation time until the introductory period of 60 *changed from 90* days has been successfully completed. The accrual is based on the first day of regular employment and continuing with the anniversary date of employment.

You will earn vacation benefits according to the following schedule:

<u>Length of Employment</u>	<u>Hours Accumulated</u>
Accrued/Earned through 1 st year	80 hours
Accrued/Earned during 1st through 2nd years	120 hours
Following 2 nd anniversary/year	160 hours
Following 5 th anniversary/year	200 hours

We provide vacation and personal time so you can enjoy periods of time away from work.

Eligible Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made via ADP Employee Access or made in writing and submitted to your supervisor. *Added verbiage* However, requests may be denied if management is unable to have the employee's requested time off covered. If more than one employee in a department asks for the same time off and gives the required advance notice, length of service within the department will be considered in granting the requests.

All Vacation will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Eligible employees may accumulate unused vacation leave until the employee has accrued a total of one hundred (100) hours based on Date of Hire Anniversary. If the employee's benefits reach this maximum at the end of the Date of Hire Anniversary, employees with remaining vacation hours may exercise any of the following options: *combination of paragraphs and reworded for clarification*

- Have remaining hours transferred to next year's earned leave, not to exceed one hundred (100) hours. *Reworded for clarification*
- Cash out hours at 100% of face value.

The election of these option/s should take place in one month prior to Date of Hire Anniversary, review your vacation balance at that time. After review, let the Port Manager aware of option/s you have chosen. This review of unused vacation hours is the employee's responsibility. Any unused vacation hours exceeding one hundred (100) hours on Date of Hire Anniversary will be automatically forfeited, only one hundred (100) hours may be carried over. *Reworded for clarification...added the responsibility of reviewing and acting to the employee*

Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

SICK LEAVE BENEFIT

The Port of Brookings Harbor provides paid sick leave to all employees in accordance with state law. For any questions about sick leave, please contact the Port Manager.

- For an employee's own illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventive care;
- To care for a family member with an illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventive care ("family member" has the same definition as under the Oregon Family Leave Act (OFLA), and thus includes spouses, parents, parents-in-law, children, grandparents, and grandchildren);
- For any purposes allowed under OFLA, such as bereavement leave, caring for a newborn child or newly adopted/foster child, or sick child leave, regardless of whether the employee is eligible for OFLA leave and regardless of whether the company is a "covered employer" under OFLA;
- For any purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking law;
- In the event of a public health emergency, including upon an order of a general or specific health emergency, or when the employer excludes the employee from the workplace by law or rule for health reasons
- Sick time may be used for an employee's own serious or non-serious illness, for preventative care appointments, or to care for an immediate family member with an illness. The Port of Brookings Harbor does allow employees to donate sick time to other employees in need. *Added section per Oregon Statute ORS 839-007*

Eligibility and Accumulation

All regular employees are eligible for Sick Leave as soon as the employee becomes eligible (60 *changed from 90* days after hire date) based on the following:

- Full Time Employees with One Year Of Employment:

Employees with one year of employment and that work 30 or more hours a week will be assigned and made available 40 hours of Sick Leave Benefits at the beginning of each year.

- Full Time Employees Employed for Less Than a Full Year:

For employees employed for less than a full year, the number of hours of Sick Leave Benefits will be assigned on pro rata percentage of the hours to which the employee would be entitled for an entire year based on the number of hours the employee was actually employed for the year. As soon as the employee becomes eligible (60 *changed from 90* days after hire date) these hours would be made available. Sick time may be used as it is accrued moving forward. On the first day of the immediately subsequent year the new employee will be assigned and made available 40 hours of Sick Leave Benefits at the beginning of each year.

- Part Time Employees:

Employees that are regularly scheduled to work less than 30 hours a week will accumulate Sick Leave Benefits at the rate of 1 hour per 30 hours an employee works. Sick time may be used as it is accrued moving forward.

All Sick Leave Time will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Full-time employees that are regularly scheduled to work 30 *changed from 40* or more hours a week may accumulate unused Sick Leave Time until the employee has accrued a total of 720 hours' worth of Sick Leave Benefits. If the employee's benefits reach this maximum, further accrual Sick Leave Benefits will be suspended until the employee has reduced the balance below the limit.

Part-time employees that are regularly scheduled to work less than 30 hours a week may accumulate unused Sick Leave Time until the employee has accrued a total of 80 hours' worth of Sick Leave Benefits. If the employee's benefits reach this maximum, further accrual Sick Leave Benefits will be suspended until the employee has reduced the balance below the limit.

No payment will be made for any unused or accrued Sick Leave hours upon separation.

Vacation Benefit- changes

- rewording changes
- added verbiage
- definition of full-time ... 40 hours to 30 hours
- probation period ... 90 days to 60 days

Sick Leave Benefit- changes

- rewording changes
- added verbiage
- definition of full-time ... 40 hours to 30 hours
- probation period ... 90 days to 60 days

PAID HOLIDAY BENEFIT

The Port of Brookings Harbor observes the following holidays each year and our offices are officially closed on these days:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth *added Federal & State holiday - Emancipation Day
Governor Kate Brown signed HB 2168 in June 2021 making
June 19th an official state holiday. Oregon will celebrate
Juneteenth as an official state holiday on June 19, 2022.*
Independence Day
Labor Day
Veterans Day (Nov. 11)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

Eligibility

Full-time employees regularly scheduled to work **30** *changed from 40* hours or more per week will be paid for the above holidays. Part-time employees between 20 and 30 hours will receive a prorated amount of paid time based on their regularly scheduled time. For instance, a part-time employee working 20 hours per week would receive four 4 hours of holiday pay because 50% of a full-time schedule is worked.

Paid Holidays changes

- **Added Juneteenth Holiday *Emancipation Day***
*Governor Kate Brown signed HB 2168 in June 2021 making June 19th
an official state holiday. Oregon will celebrate Juneteenth as an official
state holiday on June 19, 2022.*
- **definition of full-time ... 40 hours to 30 hours**

VETERANS DAY HOLIDAY

Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid as described in Paid Holiday Benefit, page 53 of this handbook.

Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual must have been deployed for at least one (1) day or must have served on active duty with the Armed Forces for at least 178 days and received an honorable discharge, if no longer a member of the military. Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow only the minimum amount of employees to avoid such a situation. If a veteran does not receive time off for Veterans Day, the employee may choose a single day off within the same year with supervisory approval. *Added section per Oregon Statute ORS 408.495*

Added section per Oregon Statute ORS 408.495

OTHER BENEFITS

Simplified Employee Pension (SEP) IRA Plan

A full-time employee who is regularly scheduled to work (30) *changed from 40* hours or more per week is eligible to participate in the Simplified Employee Pension IRA plan, after they have completed six months of full-time employment with Port of Brookings Harbor.

An eligible employee is an individual who meets all the following requirements:

- Minimum of 21 years of age
- Been employed with Port of Brookings Harbor in at least one of the last five years and has met the minimum eligibility requirement of six months of employment in a full-time employment status
- Received at least \$600 in compensation from the employer during the year

Contributions to the SEP-IRA are fully funded by the Port of Brookings Harbor through the designated financial institution. The Port of Brookings Harbor reserves the right to change the designated financial institution used for the SEP-IRA at any time, without notice.

Contributions limits may vary from year to year. See the Port Manager for current maximum limits.

All eligible employees receive 10% of their salary, funded by Port of Brookings Harbor, after six months of full-time employment. The funding is not retroactive to first day of employment. You will be provided more detailed information upon eligibility.

Paid Holidays changes

- ***Added Juneteenth Holiday***
- ***definition of full-time ... 40 hours to 30 hours***

LEAVES OF ABSENCE

LEAVE OF ABSENCE POLICY

We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability Leave [Non-FMLA]	
Civic Duty	Military Leave	Leave to Donate Bone Marrow
Personal Leave	Crime Victims' Leave	Domestic Violence Leave

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Port Manager.

NO CHANGES OR ADDITIONS TO Leave of Absence Policy Section

BEREAVEMENT LEAVE

You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent/Parent-in-law
- Grandparent/Grandchild
- Sibling/Sibling-in-law
- Another Person of "In Loco Parentis" Relation ...*definition of "In Loco Parentis": in the place of a parent*
- Any other relative residing in the same house or person acting in the capacity of an immediate family member.

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management.

This leave may be taken to attend the funeral or alternative of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. The leave must be completed within 60 days after the date on which you received notice of the death of your family member. ---*added verbiage per SDAO recommendations*

Length of Leave

The length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need. At a minimum, you are allowed to take up to (three) consecutive regularly scheduled working days away from work for a bereavement leave for immediate family members. If you need additional time off for any bereavement purpose, you may ask your supervisor's approval, or you may use earned vacation pay or apply for an unpaid personal leave of absence

Request Procedure

You are expected to give us as much notice as possible of the need for time-off so that we can make arrangements to cover your absence. You are required to at least provide oral notice within 24 hours of taking leave, but someone else can do this on your behalf, if necessary. You must provide written notice of the request for time off within three (3) days of returning to work.

----*added and reworded verbiage*

Pay While on Leave

You will continue to receive regular pay (based on straight-time work hours missed up to eight (8) hours a day) for up to three (3) days, which is the maximum company-paid absence allowed.

Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our personal leave policy.

- Added eligible death "In Loco Parentis"
- Added verbiage

CIVIC DUTY LEAVE

Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed. You may choose to use your accrued paid vacation or sick time available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five (5) days after you received it.

Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to two weeks if you are a non-exempt employee; after that period, you may utilize paid time off if desired. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

Status of Benefits

Benefits are not affected by jury or witness duty leaves.

Voting Leave

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

Request Procedure

You must notify your manager or supervisor before Election Day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

Pay While on Leave

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation or personal time that you can use for that purpose.

No changes or additions to Civic Duty Leave Section

CRIME VICTIMS' LEAVE

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment, under the public offenses statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

Safety Measures

The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave, and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave (may/are required to) use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working partial days or partial weeks will be paid in full for the entire day or week, although accrued time (must be/may be) used first.

Status of Benefits

Benefits are not affected by crime victims' leave.

No changes or additions to Crime Victims' Leave Section

DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence, harassment under the public offenses statutes, sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

Eligibility

All Port of Brookings Harbor employees are eligible to take domestic violence leave.

Types of Services/Treatment

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

Request Procedure

An employee accessing this leave provision needs to request time off from a manager or supervisor as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

Safety Measures

The Company will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking.

Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave (may/are required to) use any accrued paid (vacation/sick/personal) time available to them. Exempt employees working partial days or partial weeks will be paid in full for the entire day or week, although accrued time (must be/may be) used first.

Status of Benefits

Benefits are not affected by domestic violence leave.

No changes or additions to Domestic Violence Leave Section

FAMILY AND MEDICAL LEAVE (FMLA & OFLA)

The Federal Family and Medical Leave Act applies to all government employers. However, due to our size, below 50 employees, employees are not eligible for this leave type. Notice will be provided to employees if this eligibility changes. *Added section even though Port employees are not eligible for this benefit*

Added Section

LEAVE TO DONATE BONE MARROW

Eligibility

Employees working 20 or more hours per week are eligible for this leave.

Length of Leave

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off (paid or unpaid) may be granted by a supervisor or manager.

Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

Status of Benefits

Benefits are not affected by this leave.

No changes or additions to Leave to Donate Bone Marrow Section

PERSONAL LEAVE OF ABSENCE

Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of the Family and Medical Leave Policy or any other leave policy. A personal leave of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

Eligibility

You become eligible for a personal leave of absence after twelve (12) months of service; all earned paid leave must be exhausted first. If you want to take a personal leave of absence, you must make arrangements with your supervisor.

Length of Leave

The leave may be requested for any time over thirty (30) consecutive days. A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is (60 days).

Request Procedure

A written request, using the Leave of Absence Request Form, should be submitted at least one-week (five working days) before time off that will exceed thirty (30) days, except in emergencies. Leave requests must include an expected date of return. If you do not return after three (3) days of that date and no extension has been requested, we'll assume you have resigned.

Pay While on Leave

Personal leaves of absence are without pay.

Status of Benefits

Insurance coverage will **not** be maintained for you while on a personal leave of absence of more than 30 days; leaves longer than 30 days may require continuation of benefits through state continuation provisions or COBRA. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave of absence, but are instead retained at the same level.

Reinstatement

The organization will attempt to arrange employment for individuals returning from a personal leave of absence, but no guarantees are made. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically-related. ---added verbiage

Add verbiage to Personal Leave of Absence Section

UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified

after reasonable efforts by The Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days or
longer:

You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by The Port of Brookings Harbor or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, The Port of Brookings Harbor will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

---added verbiage per Uniformed Services Employment and Re-employment Rights Act and applicable state regulations

Add verbiage to Uniformed Services Leave and Re-Employment Section

OREGON MILITARY FAMILY LEAVE

Due to the size of the Port of Brookings Harbor, below 25 employees, employees are not eligible for this leave type. Notice will be provided to employees if this eligibility changes. *Added section even though Port employees are not eligible for this benefit*

Added Section

HEALTH AND SAFETY

EMPLOYEE HEALTH AND SAFETY

The Port of Brookings Harbor is committed and legally responsible to provide our employees with a safe and healthful work environment. To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards. For further reference, The Port of Brookings Harbor adopted the Health and Safety Policy in 2019.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject The Port of Brookings Harbor to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness...*added verbiage* occurs you are required to:

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible.
3. Fill out the report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with our Safety/Security & Environmental Coordinator ...*added contact information*

Early Return to Work Program

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. ...*added verbiage* The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

A return to work from non-work-related injuries or illness may be covered in the Leave section.

Smoking in the Workplace

The Port of Brookings Harbor is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

Employee Right to Know/Hazard Communication Program

6. The Port of Brookings Harbor provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or our Safety/Security & Environmental Coordinator ...added contact information

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

Container Labeling

7. The Operation Lead or the Safety/Security & Environmental Coordinator ...added contact information will verify that all containers received for use will:
 - Be clearly labeled as to the contents with a product identifier.
 - Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information. ...added verbiage
 - List the manufacturer/supplier name, address, and emergency phone number. ...added verbiage

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Operation Lead or the Safety/Security & Environmental Coordinator. ...added contact information

Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the Port Office and/or Port Shop...added location. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately

contact the Operation Lead or the Safety/Security & Environmental Coordinator ...added contact information before using the chemical or the machine containing it.

Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:

- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;
- Location and availability of our written hazard communication program;
- Physical and health effects of the hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Operation Lead or the Safety/Security & Environmental Coordinator ...added contact information is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

- Employee Health and Safety leads the Health and Safety Section
- Added contact information

Substance and Alcohol... renamed from *Drugs and Alcohol*

The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, The Port of Brookings Harbor has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana);
- Reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your immediate supervisor or Port Manager before returning work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Port Manager. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.

Presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination

- Substance and Alcohol... renamed from Drugs and Alcohol
- Some wording from the prior handbook removed per SDAO recommendations

WORKPLACE VIOLENCE

Weapon-Free Workplace

To ensure that The Port of Brookings Harbor maintains a workplace safe and free of violence for all employees, the company prohibits the possession or use of dangerous weapons on company property. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

All Port of Brookings Harbor workers are subject to this provision, including contract workers and temporary employees. *Reworded to reference definitions of "company property and dangerous weapons"* A license to carry the weapon on company property does not supersede company policy. *added verbiage* Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Port Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

"Company property" is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the company's ownership or control. This policy applies to all company-owned or leased vehicles and all vehicles that come onto company property.

"Dangerous weapons" include firearms, explosives, knives (other than folding pocket-knife), and other weapons that might be considered dangerous or that could cause harm. If you have a question whether something may be considered a dangerous weapon in violation, you must ask your supervisor prior to bringing the item onto company property. Employees are responsible for making sure that any item possessed by the employee is not prohibited. *...added verbiage*

The Port of Brookings Harbor reserves the right at any time and at its discretion to search all company-owned or leased vehicles and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination. *...Reworded to include all Port property*

This policy is administered and enforced by the Port Manager. Anyone with questions or concerns should contact the Port Manager.

--- Reworded verbiage for concise description of policy and to include concealed gun statute

Added concealed gun statute to Workplace Violence Section

EMERGENCY PREPAREDNESS

The Port of Brookings Harbor may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. The Port of Brookings Harbor will try to provide emergency and limited services during periods of disruptions. The Port Manager shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your immediate supervisor or the Port Manager.

Compensation of employees will be determined in accordance with all applicable regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available sick or vacation time.

Should a threat to company property or an employee be received, it should be reported immediately to your immediate supervisor or the Port Manager.

No changes or addition to Emergency Preparedness Section



EMPLOYMENT SEPARATION

SEPARATION FROM EMPLOYMENT

Separation from employment with The Port of Brookings Harbor occurs when you voluntarily resign, are laid off, or are discharged by the organization.

Resignation

Employment with us is "at-will," which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least thirty (30) days' notice of a resignation is required.

Job Abandonment

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. **If an employee fails to call in or show up for work for three (3) consecutive shifts or days, job abandonment and voluntary resignation will be assumed.**

Job Elimination, Reduction in Work Hours

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited re-employment rights for a period of eight (8) weeks. The order of recall will be determined using the above factors. An offer of re-employment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes to your telephone number, email address, and physical address. The offer will identify the available job and the date you are to report to work. If you are not rehired during the period

specified, your re-employment rights end; if you decline re-employment or fail to report on the date specified in an offer, you generally waive any re-employment privileges.

Discharge

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found on page (33) in this Handbook that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found on page (13) of this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

Exit Interview

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and **how you will receive your final paycheck** ---update verbiage

Return of Organization Property

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization.

Update verbiage to Separation from Employment Section

Employee's Notes

The Port of Brookings Harbor
HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

As an employee of The Port of Brookings Harbor, I acknowledge the following:

I have been provided a copy of the Employee Handbook. I understand that the Handbook contains important information about The Port of Brookings Harbor's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and to ask my supervisor and/or Port Manager for clarification of any information I do not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Port Manager is the only person authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice. The Port Manager is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. **I understand this information is critical to the success of The Port of Brookings Harbor and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.**

Non-exempt employees only: I understand that I am entitled to a break period of (10, 15) minutes for each morning and each afternoon shift I work and am required to take those breaks. I understand that I am further entitled to a lunch period of (30 minutes; at least 30 minutes; one hour) for every 6 hour shift I work. If, on the rare occasion that my workload prohibits taking a 30-minute lunch period, or if my lunch period is interrupted by work activity, I will record the period as time worked on my time report. I will not return work-related phone calls or email messages during my lunch period, and if work-related interruptions are common, I understand that I may be required to leave my work area during my lunch period. *---removing this section from acknowledgment form and adding to page 41, Meal and Rest Periods*

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

Employee Signature

Date

Print Employee's Name

INFORMATION ITEM – G

DATE: January 11, 2022
RE: Business Oregon FEMA Matching for DR-4432 & DR-4452
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port of Brookings Harbor applied to Business Oregon to cover the FEMA required 25% matching for weather related disaster repairs. DR-4432 repairs include 1,000 feet of Basin 2 slopes and 8,000 cubic yards of dredging. DR-4452 repairs include 30,000 cubic yards of dredging.
- Port received formal award letter from Business Oregon that the matching amounts for the repair work under DR-4432 was approved in the amount of \$474,732.
- Port received formal award letter from Business Oregon that the matching amounts for the repair work under DR-4452 was approved in the amount of \$458,934.

DOCUMENTS

- Business Oregon FEMA Matching Award Letter for DR-4432, 2 pages
- Business Oregon FEMA Matching Award Letter for DR-4452, 2 pages



December 28, 2021

Richard Heap, President
Port of Brookings Harbor
16330 Lower Harbor Road
Brookings, OR 97415

RE: Award for Special Public Works Fund, FEMA DR-4432, Project Number L22009,
12/27/2021

Dear Mr. Heap:

Congratulations on your successful application for the above-referenced project. Enclosed please find a summary showing the funding amount and special terms and conditions of the award. The financing contract will contain the full terms and conditions of your award and will be sent to you for proper signatures. Please note that the legal obligations for funding and for reimbursement of project expenses are subject to execution of the contract.

The project must comply with all applicable state laws, regulations and procurement requirements. As a reminder, you must provide copies of all solicitations at least 10 days before advertising, and all draft contracts at least 10 days before signing.

We encourage you to offer appropriate media opportunities to help build public awareness of your project's purposes and benefits. Please notify us of any event celebrating your project. As always, we are available to answer questions that may arise during the implementation of your project. If you need assistance, please contact me at 503-779-3221 or by email at ted.werth@biz.oregon.gov.

Sincerely,

Ted Werth

Ted Werth, Regional Project Manager
Business Oregon

c: Gary Dehlinger, Port Manager
Sean Stevens, Regional Development Officer
Representative David Brock Smith
Senator Dallas Heard

SUMMARY OF AWARD

Project Number: L22009 Date of Award: 12/27/2021
Recipient: Port of Brookings Harbor
Project Name: FEMA DR-4432 Mitigation & Repair

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
SPWF – Grant	\$474,732
FEMA	\$1424,196
Total	\$1,898,928

General Description of Loan	
Interest Rate	N/A
Maximum Term	N/A

Approved Project Description
The Recipient will remove approximately 8,000 cubic yards of sediment deposited during the February 24, 2019 Federal Disaster DR-4432. The Recipient will construct mitigation measures to Basin 1 & 2 to prevent future storm damage to the slopes and walls of the Basins. This incident is covered under FEMA DR-4432 and the FEMA award is listed as Project 406-4432.

Note: The full terms and conditions will be contained in the contract.



December 28, 2021

Richard Heap, President
Port of Brookings Harbor
16330 Lower Harbor Road
Brookings, OR 97415

RE: Award for Port Planning and Marketing Fund, FEMA DR-4452 Mitigation & Repair,
Project Number L22008, 12/27/2021

Dear Mr. Heap:

Congratulations on your successful application for the above-referenced project. Enclosed please find a summary showing the funding amount and special terms and conditions of the award. The financing contract will contain the full terms and conditions of your award and will be sent to you for proper signatures. Please note that the legal obligations for funding and for reimbursement of project expenses are subject to execution of the contract.

The project must comply with all applicable state laws, regulations and procurement requirements. As a reminder, you must provide copies of all solicitations at least 10 days before advertising, and all draft contracts at least 10 days before signing.

We encourage you to offer appropriate media opportunities to help build public awareness of your project's purposes and benefits. Please notify us of any event celebrating your project. As always, we are available to answer questions that may arise during the implementation of your project. If you need assistance, please contact me at 503-779-3221 or by email at ted.werth@biz.oregon.gov.

Sincerely,

Ted Werth

Ted Werth, Regional Project Manager
Business Oregon

c: Gary Dehlinger, Port Manager
Sean Stevens, Regional Development Officer
Representative David Brock Smith
Senator Dallas Heard

SUMMARY OF AWARD

Project Number: L22008 Date of Award: 12/27/2021

Recipient: Port of Brookings Harbor

Project Name: FEMA DR-4452 Mitigation & Repair

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
SPWF – Grant, Public, Tax Exempt	\$458,934
FEMA/OEM	\$1,376,800
Total	\$1,835,734

General Description of Loan	
Interest Rate	N/A
Maximum Term	N/A

Approved Project Description
The Recipient will remove, from Basins 1 & 2, approximately 30,000 cubic yards of sediment deposited during the April 6, 2019 Federal Disaster DR-4452. The Recipient will construct mitigation measures to Basin 1 & 2 to prevent future storm damage to the slopes and walls of Basins 1 & 2. This incident is covered under FEMA DR-4452 and the FEMA award is listed as Project 406-4452.

Note: The full terms and conditions will be contained in the contract.

INFORMATION ITEM – H

DATE: January 11, 2022
RE: Sale of Business – Bounders Fresh Crab Consent to Assignment and Assumption of Lease
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The current owners Bill and Leslie Wood of Bounders Fresh Crab notified the Port of a pending sale of the business to James and Stephanie Pearce.
- James and Stephanie Pearce have expressed their desire to continue operating the business as Bounders Fresh Crab with the current lease agreement with the Port.
- Port legal counsel is reviewing the Consent to Assignment and Assumption to Lease agreement.

DOCUMENTS

- Draft Consent to Assignment and Assumption to Lease agreement, 2 pages
- Letter from Leslie and Bob Wood, 1 page
- Letter from James and Stephanie Pearce, 1 page
- Commercial Lease Agreement Amendment No. 1, 1 page
- Bounders Fresh Crab Lease Agreement, 15 pages

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

This Consent to Assignment and Assumption of Lease ("Consent") dated as of January 19, 2022, is made by and among the Port of Brookings Harbor ("Landlord"), an Oregon municipal corporation, Bill and Leslie Wood, dba Bounders Fresh Crab ("Assignor") and James and Stephanie Pearce ("Assignee").

WHEREAS, Assignor is the current tenant of the premises known as 16062 Lower Harbor Road dock space, located at Basin 2; and

WHEREAS, the original lease for the premises was entered into on June 1, 2018 and was amended on June 1, 2021 between Landlord and Bill and Leslie Wood, dba Bounder Fresh Crab as Tenant; and

WHEREAS, Assignor has requested Landlord's consent to the assignment and assumption of the lease to James and Stephanie Pearce, dba Bounders Fresh Crab; and

WHEREAS, Landlord is willing to execute the Consent, subject to all of the terms and provisions herein contained.

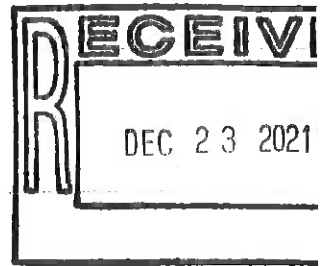
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. CONSENT TO ASSIGNMENT. Landlord hereby consents to the assignment and assumption of the Lease by Assignor to Assignee subject to the terms and provisions of this Consent.
2. LEASE TERM. Assignor and Assignee acknowledge and agree that the Lease expiration date is May 31, 2024.
3. FURTHER ASSIGNMENT. This Consent is not to be deemed a consent to the further assignment of the Lease. Pursuant to the Lease, Landlord's consent in writing must be obtained prior to any further assignment of the Lease.
4. ASSUMPTION OF OBLIGATIONS. Assignee hereby assumes all of the obligations of Assignor arising under the Lease from and after the Commencement Date of the Lease and agrees to be bound by and to perform all of the terms, covenants, agreements, provisions, and conditions of the Lease on Assignor's part to be performed or observed from and after the Commencement Date of the Lease.
5. RELEASE OF ASSIGNOR. This Consent serves as a waiver and release of the continuing obligations of Assignor under the Lease as of the effective date of assignment of the lease from Assignor to Assignee. Assignor will remain responsible for any liabilities and obligations incurred up to the effective date of the assignment.

6. GOVERNING LAW. This Consent will be governed and construed in accordance with Oregon Law.

IN WITNESS WHEREOF, this Consent has been executed as of the day and year first above written.

LANDLORD:	ASSIGNOR:	ASSIGNEE:
Richard Heap, Board President	Name: Bill Wood Title: Owner	Name: James Pearce Title: Owner
Attest: Sharon Hartung, Board Secretary / Treasure	Name: Leslie Wood Title: Owner	Name: Stephanie Pearce Title: Owner



As soon as we get Approval.
from The Port of Brookings
Harbor we plan to finalize the
Sale of Bounder's Fresh Crab to
James and Stephenie Pearce

Thank you :

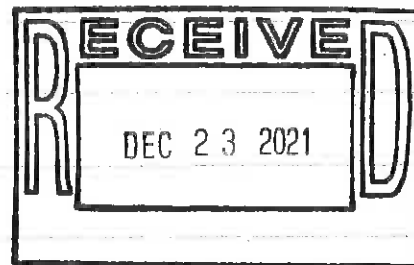
Terri Wood / Bill Wood

If any questions call ~~503-325-1234~~
or ~~503-325-1234~~

James and Stephanie Pearce are buying
Bounders Crab Shack from Bill and Leslie
Woods.

~~Stephanie Pearce~~
12-22-21

PO Box 1132
Brookings OR 97415



**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Bill and Leslie Wood, dba Bounders Fresh Crab ("Tenant") to amend the terms of the commercial lease dated June 1, 2018 ("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. TERM. The waiver of the default by Landlord results in a three-year extension to the term of the Lease for the period June 1, 2021 through May 31, 2024.

3. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original Lease agreement, which includes the terms of the agreement dated June 1, 2018 between the parties regarding lease terms, remain in full force and effect and remain unaffected hereby.

4. EFFECTIVE DATE. This Amendment shall be effective as of June 1, 2021.

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	Bill and Leslie Wood, dba Bounder Fresh Crab, Tenant
Dated: <u>Aug. 17, 2021</u>	Dated: <u>8/23/21</u>
By: <u>Richard Heap</u> Richard Heap, Board President	By: <u>Bill Wood</u> Bill Wood
ATTEST: <u>Sharon Hartung</u> Sharon Hartung, Board Secretary / Treasurer	By: <u>Leslie Wood</u> Leslie Wood

COMMERCIAL LEASE AGREEMENT

 ORIGINAL

This lease is made and entered into at Brookings, Oregon this 1st day of June 2018, by and between the Port of Brookings Harbor (the Landlord) and Bill and Leslie Wood, dba Bounders Fresh Crab (the Tenant).

1. **Leased Premises.** Landlord hereby leases to Tenant the linear dock space, only, located at Basin 2, 16062 Lower Harbor Road, Brookings, Oregon, being further described in Exhibit A & B, attached hereto and incorporated herein by this reference, located in the Port of Brookings Harbor on the terms and conditions stated below:

a. The leased linear dock space shall be used by Tenant for the operation of the current business and as commercial retail space only. The Tenant owns the floating dock secured to the Port owned dock.

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

a. Landlord hereby leases to Tenant the real property located at Basin 2 16062 Lower Harbor Road, Brookings, Oregon, only, as described in Exhibit A, the Leased Premises,

b. The Base Rental for the Leased Premises shall be as follows:

1. The rental rate for the linear dock space occupied by Tenant's retail commercial business shall be \$34.02 per linear foot of dock for 40.5 feet of dock, or \$114.82 per month payable on the first day of each month commencing June 1, 2018.

c. The initial term of this lease shall be for a term of three (3) years commencing June 1, 2018 and continuing through May 31, 2021.

d. 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 linear dock 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.

e. 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. Tenant shall pay the base rent for the leased Premises and any additional rent provided herein without deduction or offset. The Base rent shall 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 shall be for the total amount of the Base Rent due. Base rent shall include all prior percentage increases.

Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises.

Additional rent means any other sums payable by Tenant to Landlord under this lease, all real or personal property taxes, insurance costs and utility charges, other than those which Tenant is required to pay by this lease. At the end of the Lease agreement, a new Base Rent will be established.

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, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any Returned payment.

4. Lease Consideration/Security Deposit. Upon execution of the lease, Tenant 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 the sum of \$00.00 Landlord may apply the security deposit to pay the cost of performing any obligation which 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 shall 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 shall 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 shall use the Leased Premises to operate Bounders Fresh Crab and for no other purpose without Landlord's written consent. Tenant shall carry on business during the hours customary in comparable businesses similarly situated. In connection with its use of the Leased Premises, Tenant shall at its 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

Page 2 - LEASE

Tenant Initial SL

Date 8/31/18

POBH Initial RCJ

Date 6-27-18

tenants of the Port of Brookings Harbor, wherever located. Tenant shall not create or maintain any nuisance, noise, objectionable fumes, or vibrations while using the Leased Premises. Tenant shall be responsible for all System Development Charges, if any are assessed by the Port of Brookings Harbor for the premises.

a. Landlord is not by virtue of this section a partner or joint venture with Tenant in connection with the business carried on under this lease and shall have no obligation with respect to Tenant's debts or other liabilities, and no interest in Tenant's profits.

6. **Signs.** No signs, awnings, antennas, or other apparatus shall 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 shall comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware shall be removed upon termination of this lease with the sign location restored to its formal state unless Landlord elects to retain all or any portion thereof.

8. **Utilities and Services.** Landlord shall furnish all utilities up to the Leased Premises and Tenant shall be directly responsible for any and all electrical charges or fees for electrical service. Electric, sewer and water usage will be billed separately.

Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Unless caused by Landlord's negligence or intentional act, interruption, limitation, curtailment, or rationing of services or utilities shall 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, and Landlord shall take all reasonable steps to correct any interruption in service.

9. **Maintenance and Repair - Tenant**

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 buildings occupying the Leased Premises and every part thereof in good condition and repair; ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements excepted. Subject only to the provisions contained in Section 10 herein, Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Repair of damage caused by negligent or intentional acts or breach by this lease by Tenant, its employees or invitees shall be at Tenant's expense.

b. Tenant shall be responsible for any repairs necessitated by the

negligence of Tenant, its agents, employees, and invitees, and all other repairs to the building occupying the leased premises, except repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.

c. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris.

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

a. Provide access to a water supply and electricity.

b. Repair and maintenance of existing exterior water, sewage, and electrical services up the point of entry to the Leased Premises.

c. Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or Tenants of other portions of the same dock.

d. Repair and maintenance of existing exterior water, sewage, gas and electrical services up the point of entry to the leased dock.

11. Indemnity. Tenant shall not allow any liens to attach to the Lease Premises, or Tenant's interest in the Leased Premises, as a result of Tenant's 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 of requiring Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien, and 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 fees and costs relating to any such lien.

Except as otherwise provided 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 solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents. Tenant shall defend, indemnify and hold Landlord harmless from and against 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 solely by reason of the predominant negligence or willful act of Landlord, its officers, employees, or agents; or (b)

occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death shall be caused in whole or in part by the act, neglect, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees (including, without limitation, when such damage, injury, illness, or death shall have been caused in part by Landlord, its officers, employees, or agents.) Landlord shall 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 shall survive the termination of this lease with respect to any damage, injury, illness, or death occurring prior to such termination.

12. Insurance. Tenant shall carry liability insurance with limits of not less than One Million Dollars (\$1,000,000) insurance, shall have an endorsement naming Landlord as an additional insured and covering the liability insured under Paragraph 16 of this Lease.

Tenant shall furnish a certificate evidencing such insurance which shall state that the coverages required below shall not be cancelled or materially changed without fifteen (15) days advance notice to Landlord.

Leases / Tenants

General Liability, Each Occurrence	\$1,000,000
Medical Expenses (any one person).....	\$ 5,000
General Aggregate.....	\$2,000,000

13. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall 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 shall 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 portions 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, unless such injury and /or damage results from the predominant negligence or willful acts of Landlord. Landlord shall 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.

14. Waiver of Subrogation. Tenant shall 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 shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claims by one party's insurance carrier against the other party arising out of any such loss.

15. 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 shall be that the portion of the Leased Premises taken shall 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 shall 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 shall belong to Landlord, and Tenant shall have no claims against Landlord or the condemnation award because of the taking.

16. Assignment and Subletting. This lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant shall 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 shall apply to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Landlord shall not unreasonably withhold or delay its consent to any assignment, or to subletting, accepting that the proposed Tenant has been approved by Landlord in writing.

If Tenant proposes a subletting, sell of building or assignment to which Landlord is require to consent under this paragraph, Landlord shall have the option of terminating this lease and dealing directly with the proposed sub-tenant or assignee, or any third party. A new base rent may be established for the remainder of the lease at the sole option of the Landlord. If an assignment or subletting is permitted, any cash profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney fees.

17. Default.

a. Any of the following shall 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 its 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 shall be satisfied if Tenant commences correction 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 Section 18 above.

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.

18. Remedies for Default. In case of default as described in Section 17 above, Landlord shall 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 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. 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 shall include an amount equal to rentals lost because of the default, all attorney fees and costs. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease.

Such damages shall 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 which Tenant has failed to perform, in which case Landlord shall 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 shall not waive Tenant's default.

19. Regulations. Landlord shall have the right (but shall not be obligated) 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 shall be complied with as if part of this lease.

20. 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 shall have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord shall 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 case of emergency such entry shall 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.

21. Notices. Notices to the parties relating to the lease shall 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 shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

22. Subordination. This lease shall 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 shall be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or

any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the beholder of the encumbrance to evidence this subordination.

23. Transfer of Premises. If the Land Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this lease, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

24. Estoppel. Either party will within twenty (20) days after notice from the other execute, acknowledge and deliver to the other party a certificate 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 shall 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. Unresolved good faith disputes between Landlord and Tenant shall be resolved pursuant to mandatory binding arbitration as provided herein.

25. Attorney's Fees. In the event, any action, suit, arbitration or other proceeding shall be 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, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

In the event, any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

26. Quiet Enjoyment. Landlord warrants that so long as Tenant complies with all material terms of this lease, it shall be entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord shall 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.

27. 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.

28. Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be 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.

29. Real Property Taxes.

a. **Payment of Taxes.** Tenant shall pay the real property tax, if any, as defined in paragraph 29.c. below applicable to Tenant's portion of the Port as represented by the lease.

b. **Additional Improvements.** Tenant shall be responsible for paying Tenant's share of any increase in real property tax specified in the Tax Assessor's records and work sheets as being caused by additional improvements placed upon the Leased Premises by Tenant or by Landlord for the use by Tenant.

c. **Definition of "Real Property Tax".** As used herein, the term "real property tax" shall include 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.

30. Severability. The invalidity of any provision of this lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions herein.

31. Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

32. Security Measures. Each party acknowledges that they shall 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 all responsibility for the protection of itself, its agents and invitees and its property from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option from providing security protection for the Port or any part thereof.

33. "As-is". This lease is not subject to any implied warranties, but is leased "as is".

34. Parking. Landlord reserves the right to reassign parking spaces provided to Tenant at any time during the period of this lease with thirty (30) days written notice to Tenant and Tenant's consent, which shall not be unreasonably withheld.

35. Arbitration.

35.1 Any controversy or claim arising out of or relating to this lease, including, without limitation, the making, performance or interpretation of this lease, shall be settled by arbitration in Curry County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

35.2 Any party asserting a claim arising out of or relating to this lease may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Curry County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

35.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this Lease, the prevailing party shall be awarded reasonable attorney fees and related costs.

35.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such

determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law.

35.5 The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

35.6 Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

35.7 Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 35.

35.8 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 37 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Landlord is made a party to such claim or litigation so initiated by a third party, Owner shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Owner is required to, or in fact

does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection above, and regardless of Tenant's indemnity obligations as provided herein.

The duty to arbitrate shall survive the cancellation or termination of this lease.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this lease as of the day and year first written above.

**PORT OF BROOKINGS-HARBOR
LANDLORD**

By: [Signature]

Name: Roy Davis

Title: Port Commissioner, President

By: [Signature]

Name: Ken Range

Title: Port Commissioner, Secretary

**BILL AND LESLIE WOOD
TENANT**

By: [Signature]

Name: Bill Wood

By: [Signature]

Name: Leslie Wood

Title: Owners

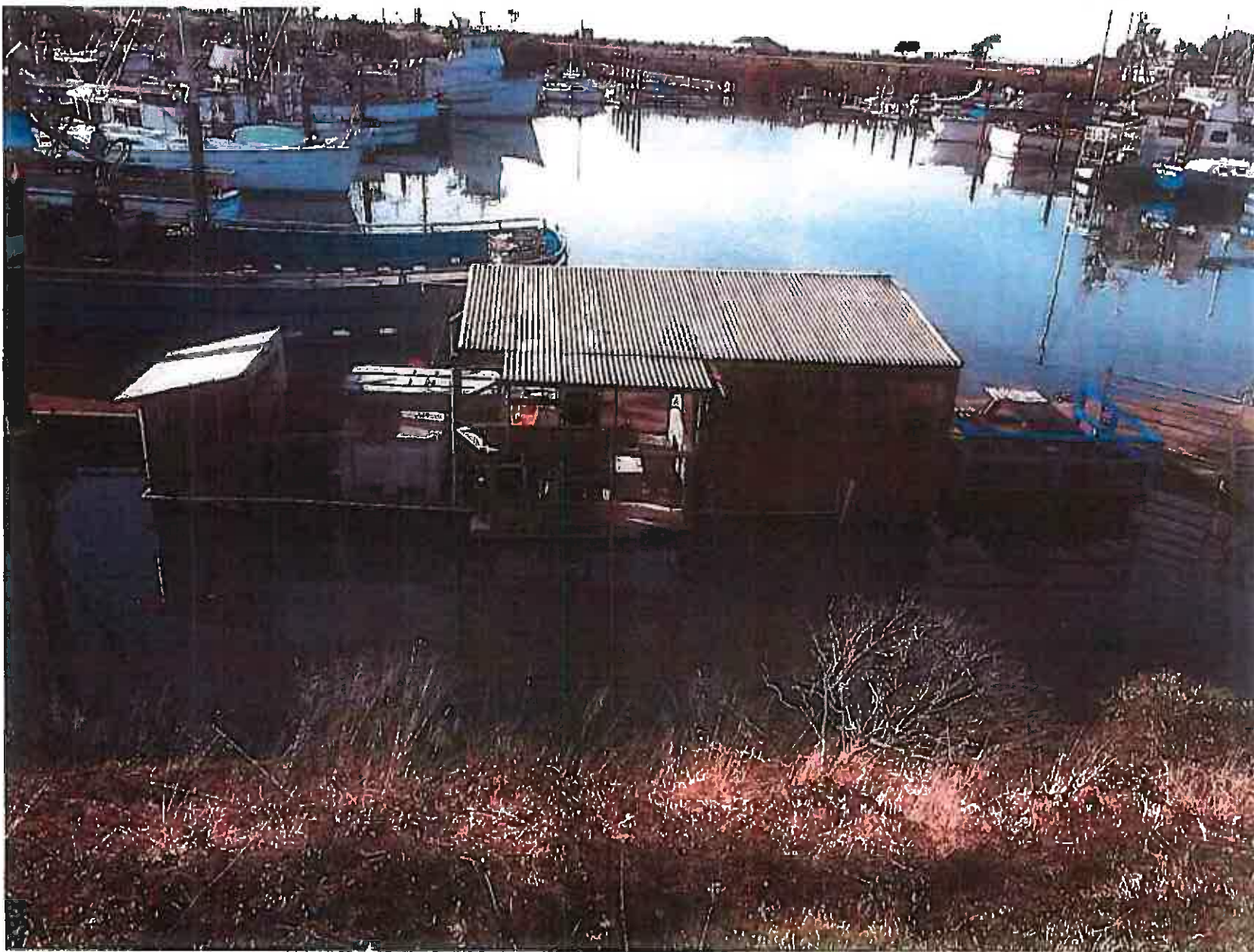
Mailing Address:

PO Box 3021

Brookings, OR 97415

Phone 541-661-4342

Exhibit A – Bounders Crab Shack with Seating

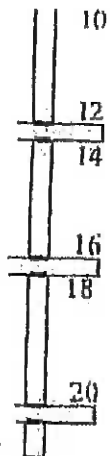


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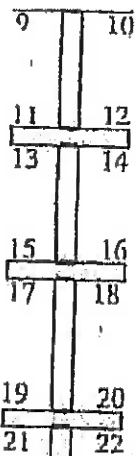
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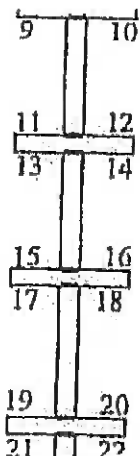
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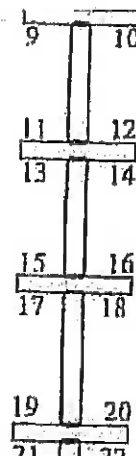
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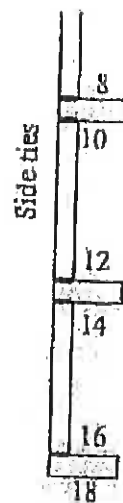
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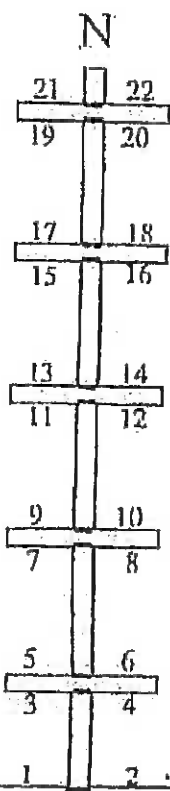
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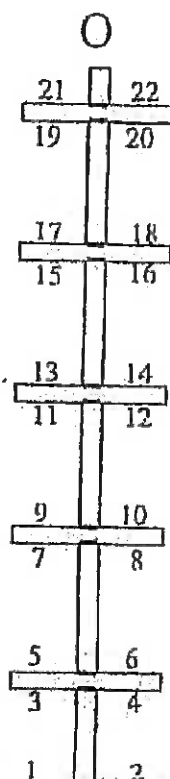
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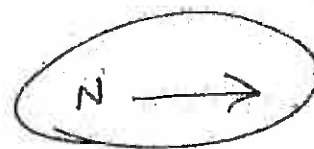
↑ ↑
BOWMAN SEATING
FRESH
CRAB
32' x 8'

8.5' x 7.5'

32' x 8'

32 + 8.5 = 40.5 linear feet

EXHIBIT "B"



INFORMATION ITEM – I

DATE: January 11, 2022
RE: North Jetty Access
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The north jetty access is located between the launch ramp and the fish market. Basically, where the pavement ends, and where the gravel/dirt road begins.
- There is a navigation beacon at the end of the jetty and a port crab dock located near the last quarter of the jetty. The jetty belongs to the Corps of Engineers. The Port has no authority to enforce any of our ordinances on the jetties. Access to the jetties from Port property is enforceable.
- Over the years there have been many issues with people camping on the north jetty, getting stuck trying to turn around, dumping trash, vehicle fires, etc. The most recent issue came in December where a vehicle was parked for multiple days camping. The Port received number of complaints to remove the vehicle. The Port instructed the public to contact the County Sheriff's Office and the County Sheriff's Office instructed them to contact the Port. The Port gave Corps of Engineers contact information to the County Sheriff. Nothing was done for couple of days and the vehicle ended up leaving on its own. The Port put up a temporary barricade at the entrance of the jetty to prevent further camping.
- Port contacted the Corps of Engineers and asked if they had any issues with the Port installing a gate at the entrance. Only thing they asked for is a key to the gate for when they need to access the jetty.
- Vehicle access to the crab dock located on the north jetty does not have a safe turnaround space. The jetty surface is filled with large potholes. If the crab dock remains, this access should be made for only public foot traffic entering at their own risk.
- Port staff recommends installing a gate at the entrance of the jetty to stop public vehicle traffic. Provide a gate key to Corps of Engineers. Removing the crab dock from the jetty when another project warrants a barge crane.

DOCUMENTS

- Map of North Jetty and proposed location of the gate, 1 page

Port of Brookings Harbor USACE North Jetty



INFORMATION ITEM – J

DATE: January 11, 2022
RE: Stormwater Test Results for December 13, 2021
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port completed its fourth and final stormwater tests on December 13, 2021 for the year 2021. Water samples were taken early in the morning during a rainstorm, similar to the last test we took in October.
- Tier 1 Report was written for these areas:

Port Industrial Area	Pollutants Tier 1 Report	Pollutants Tier 2
Boat Yard Outfall 103	Aluminum	Copper
Hallmark Outfall 202	Aluminum	TSS
Fuel Dock 203	Passed	None
Gear Storage Outfall 302	Aluminum	TSS
Receiving Dock (Steel Wall – Public Hoist) Outfall 304	Aluminum, Copper & Total Suspended Solids (TSS)	None
BC Gear Storage Outfall 305	Aluminum	TSS

- Tier 1 Report must be written for pollutants exceeding the benchmarks that are not already under Tier 2 status.
- Port staff changed out the bio-char bags couple of weeks prior to this test. The best solution to reduce these pollutants are paving, stormwater treatment and/or removal of the industrial areas.

DOCUMENTS

- Tier 1 Report with test results, 12 pages



State of Oregon
Department of
Environmental
Quality

Department of Environmental Quality Industrial Stormwater Permits Tier I Report Form

Instructions: Fill out this form if stormwater sampling results show an exceedance of any statewide benchmark(s), sector specific benchmark(s), or reference concentration(s) for impairment pollutants identified in the permit assignment letter. If you need additional space to answer the questions below, please attach additional sheet(s). The form must be filled out within 30 days of receiving analytical results. If no changes to the SWPCP are required or for benchmark exceedances, please retain this form onsite.

Submit Tier I report no later than 60 calendar days after receiving monitoring results for a sample that exceeds an impairment reference concentration.

Date Form Prepared: December 17, 2021

Facility Name: Port of Brookings Harbor

File Number #: 126385

County: Curry County

SIC Code(s): 4493, 2092

Prepared By: Gary Dehlinger

Phone Number: 541-469-2218

E-mail Address: portmanager@portofbrookingsharbor.com

Form is being filled out in response to:

☒ Statewide Benchmark Exceedance (list analyte(s)): Aluminum, Copper & TSS

☐ Sector Specific Benchmark Exceedance (list analytes(s)):

☐ Impairment Pollutant Reference Concentration Exceedance (list analyte(s)):

Date Sampling Occurred: December 13, 2021

Date Lab Results Received: December 16, 2021

Describe the result(s) of the investigation of the elevated pollutant levels:

Outlets 103 Boat Yard for aluminum; 202 Hallmark Dock aluminum; 302 Gear Storage aluminum; 304 Receiving Dock copper, aluminum and TSS; 305 BC Gear Storage aluminum; exceeded benchmarks. Lack of developed stormwater control infrastructure such as paved surfaces and proper stormwater drainage could be a major contributor.

Describe the corrective action(s) you will take to address the benchmark exceedence(s):

Filter media bags were replaced recently at the outlets which had poor results. The Port has two FEMA disaster projects that will incorporate stormwater control in the areas of the failed tests. The projects are estimated to begin as early as 2022 and expected to be completed by end of 2023.

Date corrective action(s) completed or expected to be completed: 11/30/2021

Are SWPCP revisions necessary?

If "Yes", please describe revisions below:

☐ Yes

☒ No

Please submit the revised pages of the SWPCP to DEQ or Agent, including a schedule for implementing the control measures.



Grants Pass Water Lab

"Fast & Reliable Water Testing Since 1978"

964 SE M Street • Grants Pass, OR 97526 • 541-476-0733 • www.gpwaterlab.com • ORELAP# OR100033

Mail To:**Port of Brookings Harbor****Attn:**

16330 Lower Harbor Road
Brookings, OR 97415

Date:

December 16, 2021

Address of Source:

16330 Lower Harbor Rd.

Sample ID #:

22104157

Project Name:

Port of Brookings Harbor

Analysis Report

The following results pertain only to the samples submitted, and are for the sole and exclusive use of the above named client.

This report shall not be reproduced, except in full, without written approval of the laboratory.

The following accredited results meet all requirements of ISO/IEC17025:2005 unless otherwise noted by data flag indicators or comments.

The color coded key is only a guide for interpreting results. All evaluations should be compared to the limitations set by the EPA and/or your primary care physician.

Please do not hesitate to call to discuss results or ask any questions. We are at your service!

Sincerely,

Jessica Stark
Senior Chemist

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Sample Information

Sample ID:	22104157	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Rd.	Sample Point:	103 - Boat Yard
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	12/13/2021	Treatment System:	None

Results of Chemical Analysis

Sample Notes: 103 - Boat Yard		Collection Date: 12/13/21 8:43 AM						
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID Data Flags
Copper	EPA 200.7	0.006	0.5856	mg/L		12/15/21 2:55 pm	JNS	AA
Lead	SM 3113 B	0.01	0.0296	mg/L		12/15/21 9:53 am	JNS	AC
Total Suspended Solids	EPA 160.2	1.0	52.00	mg/L		12/14/21 10:33 am	JNS	AD
Zinc	EPA 200.7	0.06	0.2636	mg/L		12/15/21 2:55 pm	JNS	AE
Aluminum	EPA 200.7	0.04	2.9902	mg/L		12/15/21 2:55 pm	JNS	AF

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
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Results Color Key	
White - No EPA Limit	
Low Risk within EPA Limit	
Medium Risk	
High Risk Exceeds EPA Limit	
Call the Lab to Discuss	

Sample Information

Sample ID: 22104155	Collectors Name: Gary Dehlinger
Address of Source: 16330 Lower Harbor Rd	Sample Point: 202 - Hallmark
Project Name: Port of Brookings Harbor	Source: N/A
Received Date: 12/13/2021	Treatment System: None

Results of Chemical Analysis

Sample Notes: 202 - Hallmark		Collection Date: 12/13/21 8:27 AM							
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flags
Copper	EPA 200.7	0.006	0.0192	mg/L		12/15/21 2:50 pm	JNS	AA	
Lead	SM 3113 B	0.01	ND	mg/L		12/15/21 9:53 am	JNS	AD	
Total Suspended Solids	EPA 160.2	1.0	160.00	mg/L		12/14/21 10:33 am	JNS	AE	
Zinc	EPA 200.7	0.06	0.0729	mg/L		12/15/21 2:50 pm	JNS	AF	
Aluminum	EPA 200.7	0.04	4.5325	mg/L		12/15/21 2:50 pm	JNS	AG	

DEFINITIONS AND DATA FLAGS

A Analysis is covered under ORELAP scope of Accreditation.
AA Analysis is covered under ISO scope of Accreditation
C Sample did not meet acceptance criteria
H Analysis performed outside method hold time
ID Subsample identifier for each Sample number
M Matrix Spike recovery is out of control limits due to matrix interference
 The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

E Estimated Value
LOQ Reporting Limit
N/A Not Applicable
ND None Detected
S Sample Outsourced

Results Color Key

White - No EPA Limit

Low Risk

within EPA Limit

Medium Risk

High Risk

Exceeds EPA Limit

Call the Lab to Discuss

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Sample Information

Sample ID: **22104156**
 Address of Source: 16330 Lower Harbor Rd
 Project Name: Port of Brookings Harbor
 Received Date: 12/13/2021

Collectors Name: Gary Buscher
 Sample Point: 203 - Fuel Dock
 Source: N/A
 Treatment System: None

Results of Chemical Analysis

Sample Notes: 203 - Fuel Dock		Collection Date: 12/13/21 8:36 AM						
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID	Data Flags
Copper	EPA 200.7	0.006	ND	mg/L		12/15/21 2:53 pm	JNS AA	
Lead	SM 3113 B	0.01	ND	mg/L		12/15/21 9:53 am	JNS AD	
Total Suspended Solids	EPA 160.2	1.0	6.00	mg/L		12/14/21 10:33 am	JNS AE	
Zinc	EPA 200.7	0.06	0.0745	mg/L		12/15/21 2:53 pm	JNS AF	
Aluminum	EPA 200.7	0.04	0.1261	mg/L		12/15/21 2:53 pm	JNS AG	

DEFINITIONS AND DATA FLAGS

A Analysis is covered under ORELAP scope of Accreditation
 AA Analysis is covered under ISO scope of Accreditation
 C Sample did not meet acceptance criteria
 H Analysis performed outside method hold time
 ID Subsample identifier for each Sample number
 M Matrix Spike recovery is out of control limits due to matrix interference
 The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

E Estimated Value
 LOQ Reporting Limit
 N/A Not Applicable
 ND None Detected
 S Sample Outsourced

Results Color Key	
White	No EPA Limit
Green	Low Risk within EPA Limit
Yellow	Medium Risk
Red	High Risk Exceeds EPA Limit
Blue	Call the Lab to Discuss

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Sample Information

Sample ID:	22104159	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Rd.	Sample Point:	302 - Gear Storage
Project Name:	None Provided	Source:	N/A
Received Date:	12/13/2021	Treatment System:	None

Results of Chemical Analysis

Sample Notes: 302 - Gear Storage		Collection Date: 12/13/21 8:21 AM					
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID Data Flag
Copper	EPA 200.7	0.006	0.0131	mg/L		12/15/21 3:01 pm	JNS AA
Lead	SM 3113 B	0.01	ND	mg/L		12/15/21 9:53 am	JNS AC
Total Suspended Solids	EPA 160.2	1.0	126.00	mg/L		12/14/21 10:33 am	JNS AD
Zinc	EPA 200.7	0.06	ND	mg/L		12/15/21 3:01 pm	JNS AE
Aluminum	EPA 200.7	0.04	3.5919	mg/L		12/15/21 3:01 pm	JNS AF

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample Identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference The LCS was in acceptance limits showing the analysis is in control and the data is acceptable</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
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Results Color Key

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss

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Sample Information

Sample ID:	22104160	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Rd.	Sample Point:	304 - Receiving Dock
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	12/13/2021	Treatment System:	None

Results of Chemical Analysis

Sample Notes: 304 - Receiving Dock		Collection Date: 12/13/21 8:17 AM							
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst	ID	Data Flag
Copper	EPA 200.7	0.006	0.0315	mg/L		12/15/21 3:04 pm	JNS	AA	
Lead	SM 3113 B	0.01	ND	mg/L		12/15/21 9:53 am	JNS	AC	
Total Suspended Solids	EPA 160.2	1.0	344.00	mg/L		12/14/21 10:33 am	JNS	AD	
Zinc	EPA 200.7	0.06	0.1541	mg/L		12/15/21 3:04 pm	JNS	AE	
Aluminum	EPA 200.7	0.04	9.4259	mg/L		12/15/21 3:04 pm	JNS	AF	

DEFINITIONS AND DATA FLAGS

<p>A Analysis is covered under ORELAP scope of Accreditation</p> <p>AA Analysis is covered under ISO scope of Accreditation</p> <p>C Sample did not meet acceptance criteria</p> <p>H Analysis performed outside method hold time</p> <p>ID Subsample Identifier for each Sample number</p> <p>M Matrix Spike recovery is out of control limits due to matrix interference</p>	<p>E Estimated Value</p> <p>LOQ Reporting Limit</p> <p>N/A Not Applicable</p> <p>ND None Detected</p> <p>S Sample Outsourced</p>
--	--

The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

Results Color Key

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss

Sample Information

Sample ID:	22104158	Collectors Name:	Gary Dehlinger
Address of Source:	16330 Lower Harbor Rd.	Sample Point:	305 - BC Gear Storage
Project Name:	Port of Brookings Harbor	Source:	N/A
Received Date:	12/13/2021	Treatment System:	None

Results of Chemical Analysis

Sample Notes: 305 - BC Gear Storage		Collection Date: 12/13/21 8:11 AM					
Contaminant	Method	LOQ	RESULTS	Units	EPA Limit	Date Analyzed	Analyst ID Data Flags
Copper	EPA 200.7	0.006	0.0235	mg/L		12/15/21 2:58 pm	JNS AA
Lead	SM 3113 B	0.01	ND	mg/L		12/15/21 9:53 am	JNS AC
Total Suspended Solids	EPA 160.2	1.0	124.00	mg/L		12/14/21 10:33 am	JNS AD
Zinc	EPA 200.7	0.06	0.0745	mg/L		12/15/21 2:58 pm	JNS AE
Aluminum	EPA 200.7	0.04	7.7898	mg/L		12/15/21 2:58 pm	JNS AF

DEFINITIONS AND DATA FLAGS

A Analysis is covered under ORELAP scope of Accreditation
 AA Analysis is covered under ISO scope of Accreditation
 C Sample did not meet acceptance criteria
 H Analysis performed outside method hold time
 ID Subsample Identifier for each Sample number
 M Matrix Spike recovery is out of control limits due to matrix interference
 The LCS was in acceptance limits showing the analysis is in control and the data is acceptable

E Estimated Value
 LOQ Reporting Limit
 N/A Not Applicable
 ND None Detected
 S Sample Outsourced

Results Color Key

White - No EPA Limit

Low Risk
within EPA Limit

Medium Risk

High Risk
Exceeds EPA Limit

Call the Lab to Discuss

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Grants Pass Water Lab

www.gpwaterlab.com www.thewaterlab.com

CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

• 964 SE M Street Grants Pass, OR 97526
• (541) 476-0733 Fax (541) 476-8132

CLIENT INFORMATION			BILLING INFORMATION (if different)			REGULATORY AGENCY			
Company: PORT OF BROOKINGS HARBOR			Company:			<input type="checkbox"/> NPDES <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water			
Attn: GARY DEHLINGER			Attn:			<input type="checkbox"/> UST <input type="checkbox"/> RCRA <input checked="" type="checkbox"/> Other <u>SR/AT/CH</u>			
Address: 16330 LOWER HARBOR ROAD			Address: P.O. Box 8348			State/Location:			
Brookings, OR 97415			Brookings, OR 97415			OREGON			
Email: PORTMANAGER@PORTOFBROOKINGSHARBOR.COM			Email:						
Phone: 541-469-2218			Phone:						
PWS Number:			Collection		Matrix *	pH Analysis		Analysis Requested	
Address of Sample location: 16330 LOWER HARBOR RD			Sampling Date		Sampling Time	Analysis Date & Time		pH Result	
Project Name / Profile #									
Bottle ID #	SAMPLE ID / SAMPLE LOCATION								
1 FA-361	305 / BL GRAL STORAGE		12-13-21	8:11	SW	12-13	8:13	7.26	22104158 Cu, Pb, TSS, Zn, Al 12/13/2021
2 F887A	305 / BL GRAL STORAGE			8:11	A		8:13	7.26	
3					S				
4 F891	302 / GRAL STORAGE			8:21		8:22	8:22	7.34	22104159 Cu, Pb, TSS, Zn, Al 12/13/2021
5 F8217	302 / GRAL STORAGE			8:21			8:22	7.34	
6									
7 F876	304 / RECEIVING DOCK			8:17		8:18	8:18	7.40	22104160 Cu, Pb, TSS, Zn, Al 12/13/2021
8 FA-2	304 / RECEIVING DOCK			8:17			8:18	7.40	
9									
10									
NAME OF SAMPLE COLLECTOR (Please print):			Relinquished by (Initials):			Date: 12/13/21			Time: 11:40
GARY DEHLINGER			Received by (Initials):			Date: 12/13/21			Time: 11:40
						Temp °C: 13			On Ice: <input checked="" type="checkbox"/>

*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil



Grants Pass Water Lab

www.gpwaterlab.com www.chewaterlab.com

CHAIN-OF-CUSTODY / Analytical Request Document

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• 964 SE M Street Grants Pass, OR 97526
• (541) 476-0733 Fax (541) 476-8132

CLIENT INFORMATION			BILLING INFORMATION (if different)			REGULATORY AGENCY			
Company: PORT OF BROOKINGS HARBOR			Company:			<input type="checkbox"/> NPDES <input type="checkbox"/> Ground Water <input type="checkbox"/> Drinking Water			
Attn: GARY DEHLINGER			Attn:			<input type="checkbox"/> UST <input type="checkbox"/> RCRA <input checked="" type="checkbox"/> Other SEE ATTACH			
Address: 16330 LOWER HARBOR ROAD			Address: P.O. Box 8348			Site Location:			
Brookings, OR 97415			Brookings, OR 97415			State: OREGON			
Email: PORTMANAGER@PORTOFBROOKINGSHARBOR.COM			Email:						
Phone: 541-469-2248			Phone:						
PWS Number:			Collection		Matrix *	pH Analysis		Analysis Requested	
Address of Sample location: 16330 LOWER HARBOR RD			Sampling Date	Sampling Time	DW WW SW A S	Analysis Date & Time	pH Result		
Project Name / Profile #									
Bottle ID #	SAMPLE ID / SAMPLE LOCATION								
1 F007A	202 / HALLMARK		12-13-21	8:27	SW	12-13 8:30	7.42	22104155 Cu, Pb, TSS, Zn, Al 12/13/2021	
2 F007C	202 / HALLMARK			8:27			7.42		
3									
4 F090	203 / FUEL DOCK			8:36		8:37	7.36	22104156 Cu, Pb, Al, TSS, Zn 12/13/2021	
5 F007D	203 / FUEL DOCK			8:36		8:37	7.36		
6									
7 FAZ-A	103 / BOAT YARD			8:43		8:45	7.46	22104157 Cu, Pb, TSS, Zn, Al 12/13/2021	
8 F0215	103 / BOAT YARD			8:43		8:45	7.46		
9									
10									

NAME OF SAMPLE COLLECTOR (Please print):		Relinquished by (Initials):		Date: 12/13/21	Time: 12/13/21
GARY DEHLINGER		Received by (Initials):		Date: 12/13/21	Time: 12/13/21
				Temp °C: 13	On Ice: <input checked="" type="checkbox"/>

*Matrix: DW- Drinking Water, WW- Wastewater, SW- Storm Water, A- Aqueous, S- Soil

1200-Z NPDES Monitoring Requirements

You must monitor for the pollutants in the table below. If discharge to a Category 5: 303(d) listed receiving water for pH, total copper, total lead, total zinc and/or E. coli, the table below will not include statewide or sector-specific benchmarks for those pollutants. Exceedance of impairment monitoring may escalate to a water quality-based effluent limit during this permit cycle. Please read Schedule A.13 and Schedule C carefully. Tier 2 geometric mean evaluations are required annually. Please read Schedule A.12 carefully.

Georegion	Pollutant	Statewide Benchmark	Unit	Frequency
Marine Waters	Total Copper	0.025	mg/L	Four times per year
Marine Waters	Total Lead	1.10	mg/L	Four times per year
Marine Waters	Total Zinc	0.46	mg/L	Four times per year
Marine Waters	pH	6.0 - 9.0	s.u.	Four times per year
Marine Waters	TSS	100	mg/L	Four times per year
SIC code of Industrial Activity	Pollutant	Sector-specific Benchmark	Units	Frequency
4493	Total Aluminum	1.10	mg/L	Four times per year
2092	N/A	N/A	N/A	N/A
Receiving Water LLID: 1242700420450 AUID: 100278 River Mile: 0.15	Pollutant	Impairment Concentration	Units	Frequency
Chetco River	N/A	N/A	N/A	N/A
Technology-based Effluent Limit	Pollutant	Numeric Effluent Limit	Units	Frequency
N/A	N/A	N/A	N/A	N/A

INFORMATION ITEM – K

DATE: January 11, 2022
RE: Boardwalk Condition and Modifications
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Last time the Board reviewed the Boardwalk condition was on March 11, 2021. The gap at that time was 6.5 inches. Today, the gap is 8.5 inches, and the damage has extended down (south) the boardwalk.
- Port staff is concerned the damage will continue moving south along the boardwalk unless something is done to separate the broken section from the rest of the boardwalk.
- Port staff is proposing to remove the decking and separate the damage area from the rest of the boardwalk. This includes any electrical attached to the damaged area. Wood piling and cross bracing would remain in place. Then remove / grade the exposed slope, place geotextile fabric and then cover with 4-to-6-inch rock to help prevent or slowdown further erosion and damage.
- Most of the work would be completed by Port staff. Some work might be done with a contractor to repair the slope and any electrical work would be completed by local electrician company.
- Port staff reviewed the modifications with Port Engineer Jack Akin.

DOCUMENTS

- Photos of damage boardwalk and proposed modifications, 5 pages

Boardwalk Condition and Modifications

Last measurement taken was on October 25, 2021 and the gap was 8 inch. The picture below shows the gap at 8.5 inches on December 27, 2021. The length of the gap along the boardwalk extends over 25 feet.



Boardwalk Condition and Modifications

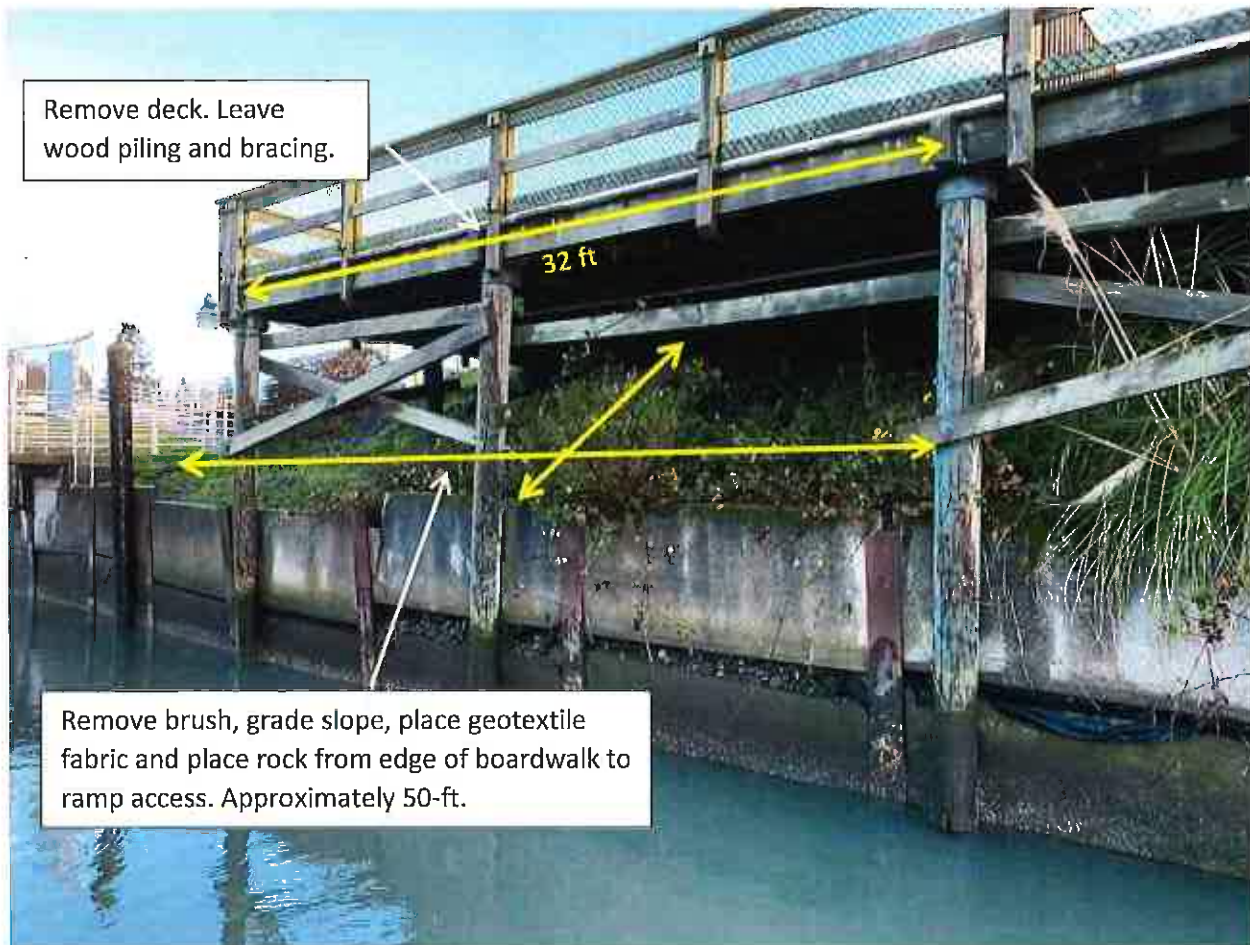
Port staff recommends removing approximately 32 feet of the damage section of the boardwalk.



Boardwalk Condition and Modifications



Boardwalk Condition and Modifications



Boardwalk Condition and Modifications



INFORMATION ITEM – L

DATE: January 11, 2022
RE: Fuel Dock – Fuel Tank Control Box Repair and Protective Structure
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The fuel tank monitoring screen is wearing out. Half the screen is unreadable. This screen provides information on the aboveground fuel tanks and all the sensors at the fuel line sump boxes for leaks. This control box is a vital piece of equipment to operate the fuel dock.
- Replacing the screen is estimated at \$1,000.
- The bus stop structure is to protect the control box from weather. Staff checks the status of the tanks every day and keeping the box out of direct weather will help protect the investment.
- The bus stop structure is estimated at \$6,800 with \$2,000 for shipping. Port staff would install the structure.

DOCUMENTS

- Damage screen and proposed bus stop structure, 2 pages

Port of Brookings Harbor

Fuel Dock

Fuel Tank Control Box Repair and Protection Structure

Electronic screen is wearing out. Half the numbers are unreadable.



Port of Brookings Harbor

Fuel Dock

Fuel Tank Control Box Repair and Protection Structure

Plan to install bus stop structure similar to the boat launch machine.



INFORMATION ITEM – M

DATE: January 11, 2022

RE: Southern Oregon Credit Services / Collect Northwest Active Accounts

TO: Honorable Board President and Harbor District Board Members

ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Below are the active accounts with Southern Oregon Credit Services / Collect Northwest for collection on the behalf of the Port.

Name	Account Notes	Amount Due	Collection Recommendation
Ross Angel	Moorage Holder: Customer failed to either pay or contact us in the required allotted time per Demand Notice sent on April 30, 2021, (deadline was May 15, 2021). His moorage was terminated. Customer removed his vessel from Port property on March 25, 2021. On 06/21/20201 this account was submitted to Collections per Approval of the Board of Commission on June 15, 2021.	\$3,324.49	Continue with collection procedure.
Andy Betnar	Boat Storage: Customer owed for boat trailer storage from December 2020 to March 2021. Failed to respond to demand notices. On 07/20/2021 this account was submitted to collections.	\$409.66	Continue with collection procedure.
CBN Enterprises	Retail Lease: Per COVID regulations concerning tenants, customer ceased paying monthly lease from April 2020 to termination of lease, November 2020. We received a signed Voluntary Repayment Plan Agreement on 10/22/2020 stating payment in full \$5,751.95 to be received March 31, 2021, with a zero balance. In February 2021, the Port discovered Curry County Property Taxes were delinquent. On 06/21/20201 this account was submitted to Collections per Approval of the Board of Commission on June 15, 2021. On 07/16/2021, customer made a payment of \$6,892.90 directly to the Port. The board approved continued efforts to collect remainder of amount owed.	\$1,743.95	Collection company is requesting court action.
John Hartt	Moorage Holder: Customer failed to remove his vessel after the Port terminated his moorage. The Port gained possession and sold vessel. Port staff proceeded with the collection process and on 06/21/20201 this account was submitted to Collections per Approval of the Board of Commission on June 15, 2021.	\$4,687.81	Continue with collection procedure.
Seal Cove Realty	Retail Lease: Customer's lease was termed as of November 30, 2020. Customer refused to remove his property/vacant leased property and proceeded with eviction process on March 8, 2021. On 06/14/2021 this account was submitted to collections.	\$4,655.47	Continue with collection procedure.
Charles Simpson	Moorage Holder: Customer failed to renew and pay for annual moorage and liveaboard fee. The moorage was termed as of November 30, 2020.	\$2,870.10	Continue with collection procedure.

	Customer removed his vessel from Port property on February 9, 2021. On 06/14/2021 this account was submitted to collections per approval from the Board of Commission on May 18th, 2021.		
Jerry Soper	RV Park Guest: On March 19, 2021 customer abandoned his RV at Beachfront RV Park. Staff removed and impounded RV from Park. Port staff proceeded with collection process. All collection notices were received undeliverable / returned mail. Port staff removed the RV from Port property on 07/20/2021. On 07/26/2021 this account was submitted to collections for the following charges.	\$1,743.10	Continue with collection procedure.
Leanna Suggs	Transient Vessel: Transient vessel failed to pay and then abandon vessel in Chetco River. The Port gained possession and sold vessel. Port staff proceeded with the collection process and on 06/21/2020 this account was submitted to Collections per Approval of the Board of Commission on June 15, 2021.	\$3,401.60	Continue with collection procedure.
Davis Younker	Moorage Holder: Customer called on 8/11/2016 saying he received a bill, but that he sold his boat as of July 1st, 2016. He did in fact sell the boat to Mark Fowler, who came in with all appropriate documentation, and paid annual moorage for the same slip. Mr. Younker is not responsible for the moorage renewal, as he sold his boat, however he is responsible for all the invoices (utilities) before the sale of his boat. On 12/19/2016 \$191.71 was written off as bad debt and this account was sent to collections for the following charges.	\$326.58	Continue with collection procedure.

- Southern Oregon Credit Services / Collect Northwest is asking the Port's permission to proceed with litigation on CBN Enterprises.

DOCUMENTS

- None

INFORMATION ITEM – N

DATE: January 11, 2022
RE: Vessel Miss Stacey
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The owners of the vessel have passed away and the siblings learned the vessel was used for collateral on a business loan. The Port was told the vessel is in poor condition and the siblings tried to release the lien from the loan company and have failed. Since the lien is not being released, they are not transferring the ownership. The Port also understands the vessel has a crabbing permit.
- The family estate is closed. The insurance on the vessel was cancelled in December and moorage was due December 31, 2021.
- The Port sent a letter to all parties involved that the insurance is required to moor a vessel at the Port. The Port contacted the loan company and found out the person handling the loan is out until the first week of January.
- The vessel also has gear storage with the Port.
- The vessel is too heavy for our travel lift to haul out.

DOCUMENTS

- Photos of Vessel Miss Stacey, 4 pages
- Photos of Gear Storage, 4 pages





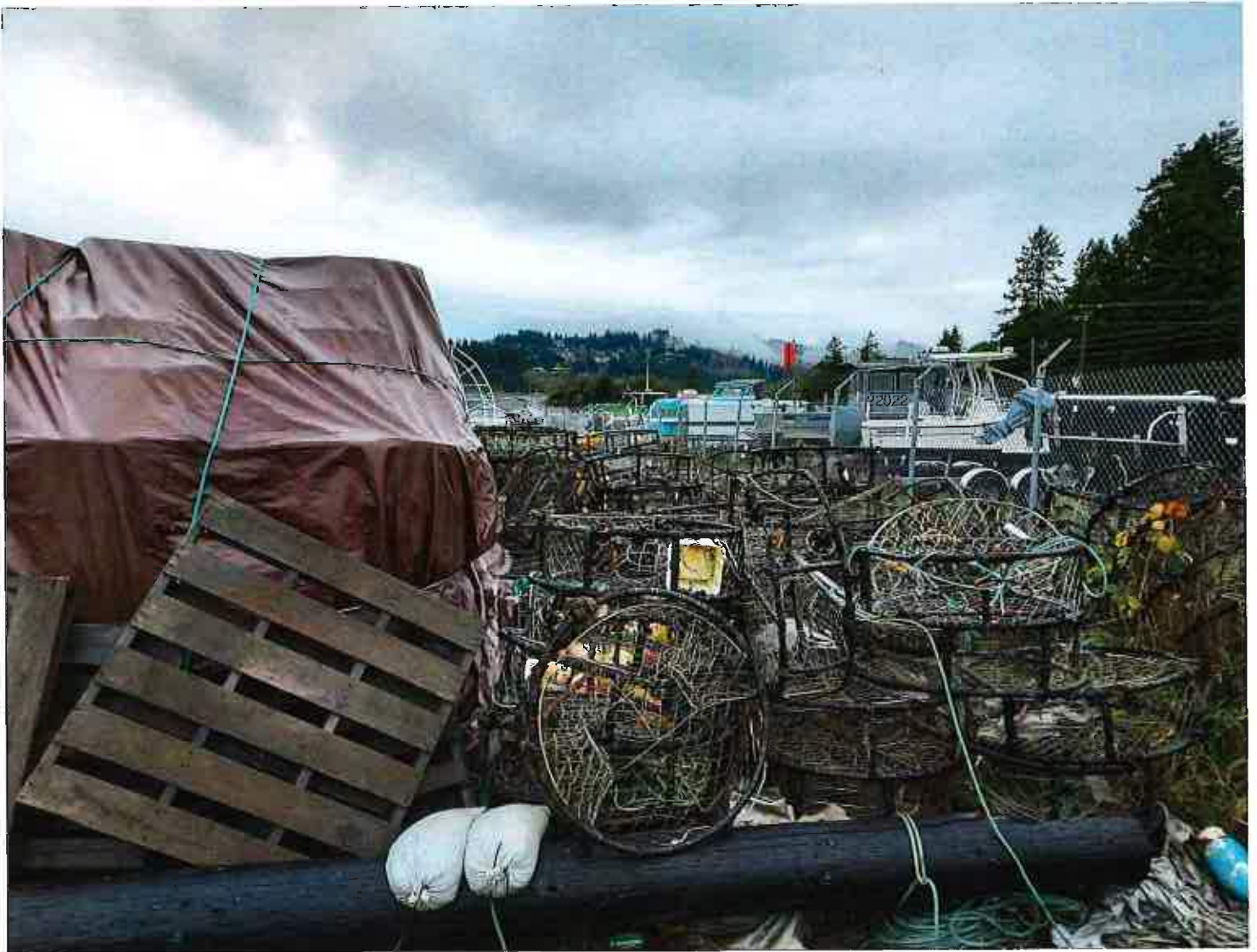












INFORMATION ITEM – O

DATE: January 11, 2022
RE: Financial Consultant Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Last year the Port advertised for a financial consultant and received one proposal from Gerald Burns. Gerald has provided valuable assistance to the Port for the last four years and is a key part of the reason why the Port has been able to meet its state's audit reporting deadline for the last two years.
- Port staff is requesting to extend the agreement for (1) one additional year.
- **NOTE:** A Certified Public Accountant will be required to complete the state audit reporting. The CPA will be under a separate contract.

DOCUMENTS

- 2021 Agreement for Professional Services, Financial Consultant, 6 pages

Port of Brookings Harbor Agreement for Professional Services, Financial Consultant

This Agreement for Professional Services ("Agreement") is made and entered into this 19 day of January 2021, by and between the Port of Brookings Harbor, an Oregon special district, herein referred to as "POBH" and Gerald W. Burns, CPA an Oregon Individual/sole proprietor or single-member Limited Liability Company, herein referred to as "Contractor."

WHEREAS, the POBH requires consulting, advising and related services on financial matters which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the POBH solicited bids by website and newspaper from December 2, 2020 until December 31, 2020 and received 1 bid(s).

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 December 31, 2021, unless otherwise terminated or extended.

2.0. Scope of Work. Contractor will perform the following scope of work under this Agreement: Contractor will prepare annual financial report.

2.01. Services. Contractor will assist in consulting and advising on financial matters relating to budgeting and accounting using QuickBooks when needed. Time will be charged for one financial consultant, and includes communications with financial professionals, and with POBH.

2.02. 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 or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by POBH to Contractor.

3.0. Compensation & Billing.

3.01. Retainer Fee. Contractor will be compensated with a monthly retainer fee of \$500 for the ongoing informal advice and assistance, not to exceed \$6,000 in accordance with Exhibit A, attached hereto and incorporated herein by this reference. Contractor will invoice the POBH on the first of each month. POBH will pay Contractor \$500 retainer fee within 30 days of receipt of invoice.

3.02. Hourly Rate. Contractor will be compensated an hourly rate of \$100 per hour to prepare the 2020-21 Annual Financial Report.

3.03. Travel Expense. Contractor will be compensated travel expenses for onsite meetings at POBH in addition to the retainer fee.



3.04. Billing Dispute. 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. Effective Date and Duration. This Agreement will become effective upon its execution, the submission of certificates of insurance to POBH and the issuance of a notice to proceed by the POBH. This Agreement will expire December 31, 2021 unless otherwise terminated or extended.

5.0. Schedule for Performance. Contractor shall be available for advising POBH staff when needed.

6.0. 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.

7.0. 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.

8.0. Early Termination.

8.01. 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.

8.02. 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.

8.03. No Prejudice. Any such termination of this Agreement under paragraph 8.02 will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8.04 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.

9.0. 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:

9.01. 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) as applicable
Comprehensive Automobile	\$ 500,000.00 / \$500,000.00 Bodily Injury \$100,000.00 Property Damage (including coverage for all owned, hired and non-owned vehicles)
Professional Liability / E&O	\$500,000.00 Each Occurrence \$500,000.00 Aggregate per year

9.02. 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.

9.03. 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.

9.04. 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.

9.05. Primary Coverage Clarification. All parties to this Agreement hereby agree that Contractor's coverage will be primary in the event of a loss.

9.06. 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.

9.07. 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.

10.0. 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:

If to Port of Brookings Harbor:
Attn: Port Manager
PO Box 848
16330 Lower Harbor Rd
Brookings, OR 97415

If to Contractor:
Attn: Gerald W. Burns
Gerald W. Burns, CPA
1762 E. McAndrews Rd. Ste. C
Medford, OR 97504

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.

11.0. Compliance with Public Contract Laws. Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS 279, the following provisions are part of this contract, *as applicable*, including without limitation the following:

11.01. Compliance with Tax Laws. Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Contractor understands that Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before execution of this Agreement or during the term of this Agreement is a default for which POBH may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.



11.02. Compliance with Payment Provisions. Contractor is required to:

- (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

11.03. Compliance with Wage and Hour Laws. ORS 279B.235 is hereby incorporated by reference as though set forth in full. Contractor agrees to abide by ORS 279B.235, as applicable.

11.04. 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.

12.0. 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.

13.0. Assignment & Delegation. This Agreement, and all of the covenants and conditions hereof, will inure to the benefit of and be binding upon the POBH and the Contractor respectively and their legal representatives. Contractor may not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the POBH, and any assignment or delegation in violation hereof will be void.

14.0. Force Majeure. Neither the POBH nor Contractor will be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled must within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification may not be the basis for a claim for additional compensation. Each party must, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.



15.0. **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.

16.0. **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.

17.0. **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.

18.0. **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.

19.0. **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.

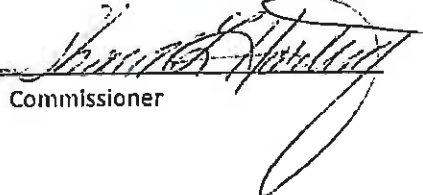
20.0. **Complete Agreement.** This Agreement and the attached exhibits, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

21.0. **Acknowledgment.** 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 caused this Agreement to be executed on the date herein above first written.


PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS

By: 
By: Roy C. Davis

ATTEST: 
Commissioner

CONTRACTOR:

Gerald W. Burns, CPA

By: 
Name: Gerald W. Burns
Its:



PORT OF BROOKINGS HARBOR
AGREEMENT FOR PROFESSIONAL SERVICES
FINANCIAL CONSULTANT

INFORMATION ITEM – P

DATE: January 11, 2022
RE: Curry County Sheriff Substation MOU
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Last regular commissioner meeting during the financial discussion a question was asked about the sheriff substation having an agreement with the Port. We search our files and didn't not find any agreements with Curry County. I asked Curry County if they had any agreements and at this time none have been found.
- The Port will develop a draft MOU with our legal counsel for Board and Curry County to review.

DOCUMENTS

- None

INFORMATION ITEM – Q

DATE: January 11, 2022
RE: Zola's on the Water Late-Night Activities
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Zola's on the Water had a few late-night activities occurring after 10pm and lasting until 1:30am. December 11, 2021 Standup Comedy after 10pm. December 18, 2021 late night dance party from 10pm to 1:30am. December 31, 2021 Holus Bolus from 8pm to 11pm.
- Port staff also noticed Zola's is scheduling Sundays for pizza and cocktails until 1am.
- Zola's on the Water Lease agreement Section 5 Use of Leased Premises states:
 - Section 5 a.
Tenant may use the Leased Premises for the following purposes only, and for no other purpose without Landlord's prior written consent: restaurant (indoor and outdoor dining), including the sale of beer, wine and liquor for consumption on-premises (with the appropriate OLC license) and retail sales.
 - Section 5 b.
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, but not limited to, those of the Port of Brookings Harbor, Curry County and the State of Oregon, 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, noise, objectionable fumes, or vibrations while using the Leased Premises. Tenant will be responsible for any new System Development Charges applicable to or caused by the Tenant's use of the Leased Premises

DOCUMENTS

- None

INFORMATION ITEM – R

DATE: January 11, 2022
RE: SDAO Annual Conference 2022
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- SDAO Annual Conference will be held in Eugene Oregon, and they are offering the opportunity to attend in person or virtually.
- Conference dates are February 10, 2022 – February 13, 2022 (Thursday – Sunday).
- Any commissioners or staff want to attend in person please contact the Port Office immediately due to limited spots. Registration is still required for the virtual attendance.

DOCUMENTS

- 2022 SDAO Annual Conference Information and Agenda, 4 pages

2022 SDAO Annual Conference

February 10, 2022–February 13, 2022

Join us for the 2022 SDAO Annual Conference! This year's hybrid event will offer the opportunity to attend either in person or virtually, with all sessions recorded and made available to all attendees after the event. If you miss a session or want to rewatch a session, we've got you covered! All recordings will be available on the virtual platform and conference app.

We invite you to join us in beautiful Eugene, Oregon at the Graduate Hotel for the can't-miss event of the year for special district representatives. Whether you are a board member, manager, staff person, volunteer – or someone who works with special districts, we have something for you. From 20 educational sessions and multiple opportunities for interacting with colleagues through business meetings, caucus meetings, networking receptions and more, you will want to be sure to join us from February 10th to the 13th in Eugene.

Due to state mandated COVID-19 restrictions, masks, face coverings, or face shields will be required at the conference. If you are unwilling or unable to wear a mask, face covering, or face shield, we encourage you to participate as a virtual attendee.

**Disclaimer for Virtual Attendees: Not all sessions may be available live. However, all sessions will be recorded and posted to the virtual platform and app at the conclusion of the conference.*

Limited onsite spots are available so we encourage you to register soon.

EVENT HIGHLIGHTS

- 20 Breakout Sessions
- Caucus Meetings & SDAO Board Member Nominations
- Exhibitor Trade Show
- Annual Business Meeting & Board Member Elections
- SDAO Awards Program
- Saturday Night Entertainment

Looking to be a Sponsor? View the [Sponsorship Opportunities](#) page for more information.

Cancelation Policy

Registrations for the onsite experience must be canceled by January 25, 2022 for a full refund. Virtual registrations must be canceled by February 8th for a full refund. No shows, for either attendance option, will be charged the full registration amount. To cancel your registration, you may do so using the link in your confirmation email or by contacting SDAO Member Services at memberservices@sdao.com or 800-285-5461.

2022 SDAO Annual Conference

February 10, 2022–February 13, 2022

Agenda

Please note this schedule may change, so please check back often for the latest updates.

February 10, 2022

- > Budget and Finance 101 – An Overview for District Officials 8:00 AM-12:00 PM
- > Board Duties and Responsibilities 8:30 AM-4:00 PM
- > Hot Topics in Risk Management 9:00 AM-12:00 PM
- > Emotional Intelligence for Leaders 1:00 PM-4:30 PM

February 11, 2022

- Welcome and Keynote Address 8:30 AM-10:00 AM
- > Cybersecurity Trends and Best Practices 10:30 AM-12:00 PM
- > Employee Privacy/Confidentiality and Use of Social Media 10:30 AM-12:00 PM
- > Public Meetings and Executive Sessions 10:30 AM-12:00 PM
- > Fake News: How to Plan for It, How to Combat It 10:30 AM-12:00 PM
- > OR-OSHA Update 1:30 PM-3:00 PM

- Relationship Building with Your Legislators 1:30 PM-3:00 PM
- Public Records Overview and Update 1:30 PM-3:00 PM
- Employment Legislation Update 1:30 PM-3:00 PM
- Sanitary Districts Caucus Meeting 3:15 PM-5:00 PM
- Park & Recreation Districts Caucus Meeting 3:15 PM-5:00 PM
- At-Large Districts Caucus Meetings 3:15 PM-5:00 PM
- Irrigation Districts Caucus 3:15 PM-5:00 PM
- Water Districts Caucus Meeting 3:15 PM-5:00 PM
- Ports District Caucus Meeting 3:15 PM-5:00 PM
- Fire Districts Caucus Meeting 3:15 PM-5:00 PM

February 12, 2022

- Executive Director/General Manager Performance Evaluation 8:30 AM-10:00 AM
- Five Functions That Drive Team Success 8:30 AM-10:00 AM
- It All Started with a Wreck... 8:30 AM-10:00 AM
- Recruiting Board Members for Special Districts 8:30 AM-10:00 AM
- It's Not Just Your Plan That Needs Updating – It's Your Process: Refocusing Strategic Planning 10:30 AM-12:00 PM
- Threading the Needle: Evaluating ADA and Religious Accommodation Requests 10:30 AM-12:00 PM

in the Age of COVID

- | | |
|--|------------------------------------|
| > Disaster Preparedness and Building Resilient Systems | 10:30 AM-12:00 PM |
| > Consulting Services Roundtable | 10:30 AM-12:00 PM |
| > Risk Management – Back to Basics | 1:30 PM-3:00 PM |
| > Board Chair Basics: How to Run an Effective Board | 2/12/22–2/13/22
1:30 PM-3:00 AM |
| > Legislative Summary | 1:30 PM-3:00 PM |
| > Good Termination Gone Bad | 1:30 PM-3:00 PM |
| Annual Business Meeting & Board Elections | 3:15 PM-4:30 PM |

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INFORMATION ITEM – S

DATE: January 11, 2022
RE: Blue Fin Realty Lease Renewal Amendment No. 1
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Blue Fin Realty lease ends January 31, 2022. The lease has one additional option to extend the for three years.
- Kim Jones has requested to extend the current lease for three years and add a partner to the lease agreement.
- The amendment is necessary to confirm the renewal with the Port which includes a wavier for the 90-day notification.
- Port legal counsel is reviewing the draft lease agreement amendment.

DOCUMENTS

- Email request from Blue Fin Realty, 1 page
- Draft Commercial Lease Agreement Amendment No. 1, 1 page

portmanager@portofbrookingsharbor.com

From: Kim Boom <accounts@portofbrookingsharbor.com>
Sent: Thursday, December 30, 2021 3:06 PM
To: Gary Dehlinger
Subject: Fwd: Lease Extension?

See response below from Blue Fin Realty.



The opinions expressed are my own and not necessarily those of the Port of Brookings Harbor.

----- Forwarded message -----

From: Kim L Jones <[REDACTED]>
Date: Thu, Dec 30, 2021 at 2:58 PM
Subject: Re: Lease Extension?
To: Kim Boom <accounts@portofbrookingsharbor.com>

Hi Kim,

Lisa and I would like a three year extension of our lease and we would like to add Lisa Wopschall to the lease. She is a full partner and the Principal Broker. Thank you.

Cordially,
Kim Jones



Kim Jones, Broker
Blue Fin Realty, LLC
Mobile: (541) 362-1000
Office: (541) 362-8200
Email: Kim@BlueFinRealty.com
16358 Lower Harbor Rd
Brookings, OR 97415

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

DRAFT

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and **Kim Lorain Jones and Lisa Wopschall, DBA Blue Fin Realty** ("Tenant") to amend the terms of the commercial lease dated February 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. TERM. The waiver of the default by Landlord results in a three-year extension to the term of the Lease for the period February 1, 2022 through January 31, 2025.

3. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original Lease agreement, which includes the terms of the agreement dated February 1, 2021 between the parties regarding lease terms, remain in full force and effect and remain unaffected hereby.

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	Kim Lorain Jones and Lisa Wopschall, DBA Blue Fin Realty, Tenant
Dated: _____	Dated: _____
By: _____ Richard Heap, Board President	By: _____ Kim Lorain Jones
ATTEST:	
_____ Sharon Hartung, Board Secretary / Treasurer	By: _____ Lisa Wopschall

INFORMATION ITEM – T

DATE: January 11, 2022
RE: Hallmark Receiving Dock Condition
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

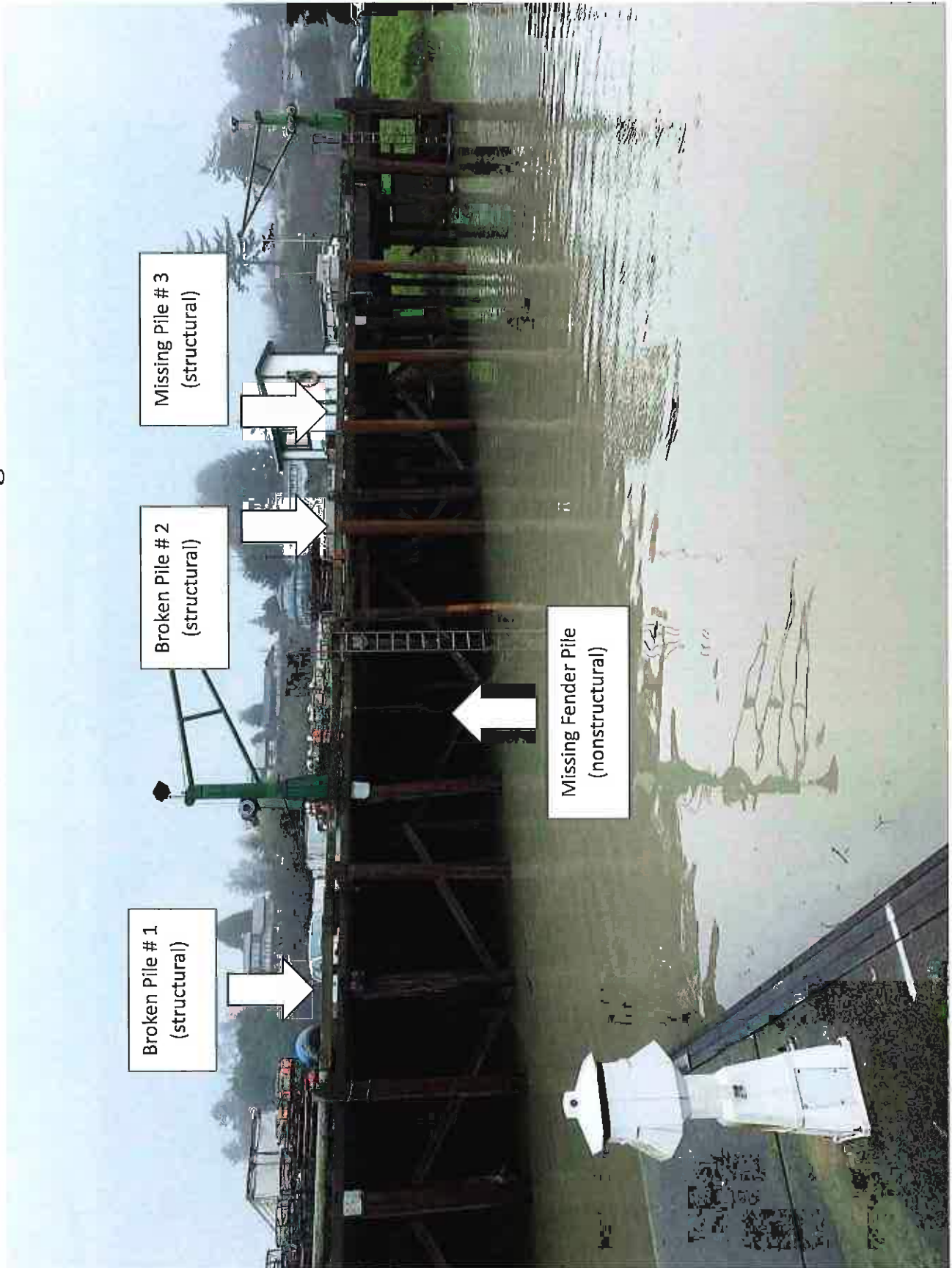
OVERVIEW

- Port staff found a wood piling floating in the harbor January 5, 2022. Not sure where it came from staff checked the receiving docks.
- Staff found Hallmark receiving dock was missing a deck support pile and a fender pile. With further investigation, we have found two more broken deck support piles.
- We have contacted our port engineer Jack Akin to discuss a possible evaluation of the dock condition. More information will be forthcoming on a recommended action.
- Hallmark lease with the port continues through March 31, 2026.

DOCUMENTS

- Photos of Hallmark Receiving Dock, 5 pages

Port of Brookings Harbor Hallmark Leased Receiving Dock



Port of Brookings Harbor Hallmark Leased Receiving Dock

Broken Pile # 1:



Port of Brookings Harbor Hallmark Leased Receiving Dock

Broken Pile # 2:



Port of Brookings Harbor Hallmark Leased Receiving Dock

Missing Pile # 3:



Port of Brookings Harbor Hallmark Leased Receiving Dock

Missing Fender Pile:



INFORMATION ITEM – U

DATE: January 11, 2022
RE: 4th of the July Fireworks
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Port received invitation to a meeting regarding the 4th of July fireworks. The meeting will be held at the City of Brookings.

DOCUMENTS

- Love your 4th Stakeholder Agenda, 1 page
- Fireworks Safety Zone map, 1 page

January 12th, 2022
10AM
Brookings Oregon
EOC Building @City Hall

Love your 4th Stakeholder Agenda

Goal:

Confirm partnerships with invited parties. Identify questions, concerns and permitting needs. Create partnership and understanding for a successful event.

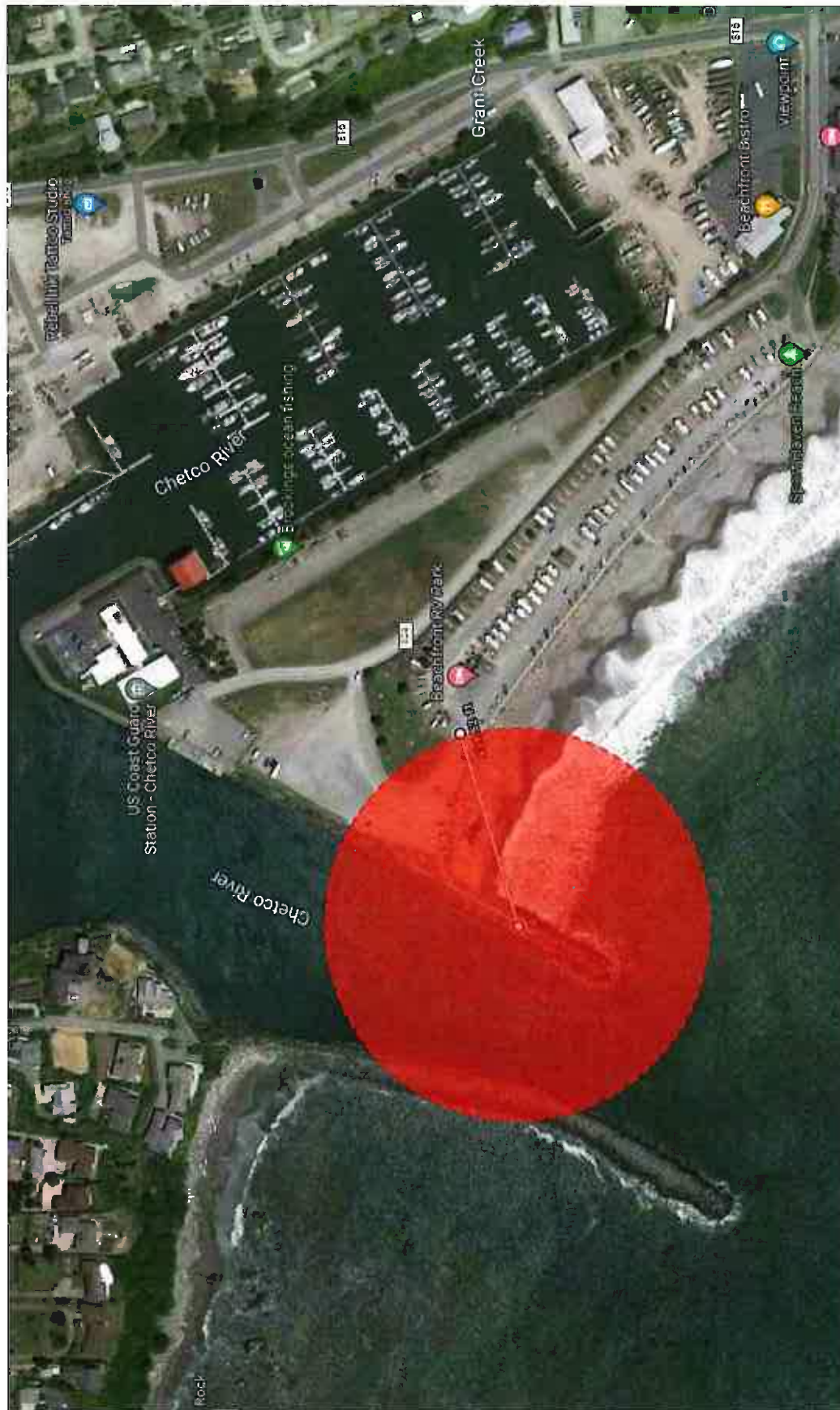
Invitees	
Harbor Fire	Port of Brookings Harbor
Cal/Ore Life flight	Western Fireworks
Curry County Sheriff	Henry Johnson
Brookings Fire Department	Janell Howard
Coast Guard	Leslie Wilkinson
Oregon State Parks	

1. Welcome. 10 Minutes.
 - a. Opening Statement
 - b. Introduction of attendees
2. Love your 4th Goals. 5 Minutes.
 - a. Re-establish the Brookings-Harbor 4th of July show for 2022 and years to come.
 - b. Create partnerships with stakeholders to ensure a smooth event.
 - c. Create a roadmap for future 4th of July events to follow.
 - d. Current Fund-Raising levels achieved.
3. Round table discussion. 10 Minutes.
 - a. What does the "Love the 4th" Group need to do to have a safe, fun event?
4. Identify any needs, concerns or deadlines from each party. 15 Minutes.
5. Verify concerns with each party, assign follow up dates. 5 Minutes.
6. Close.

Attachments:

Sponsorship Letter.
Flyer.
Map.

Firework Safety Zone – Water & Land Used in the Past



Events occurring at the Port require Event Permit and Use Agreement.

Traffic and crowd control must be maintained throughout the Port for the entire event.

INFORMATION ITEM – V

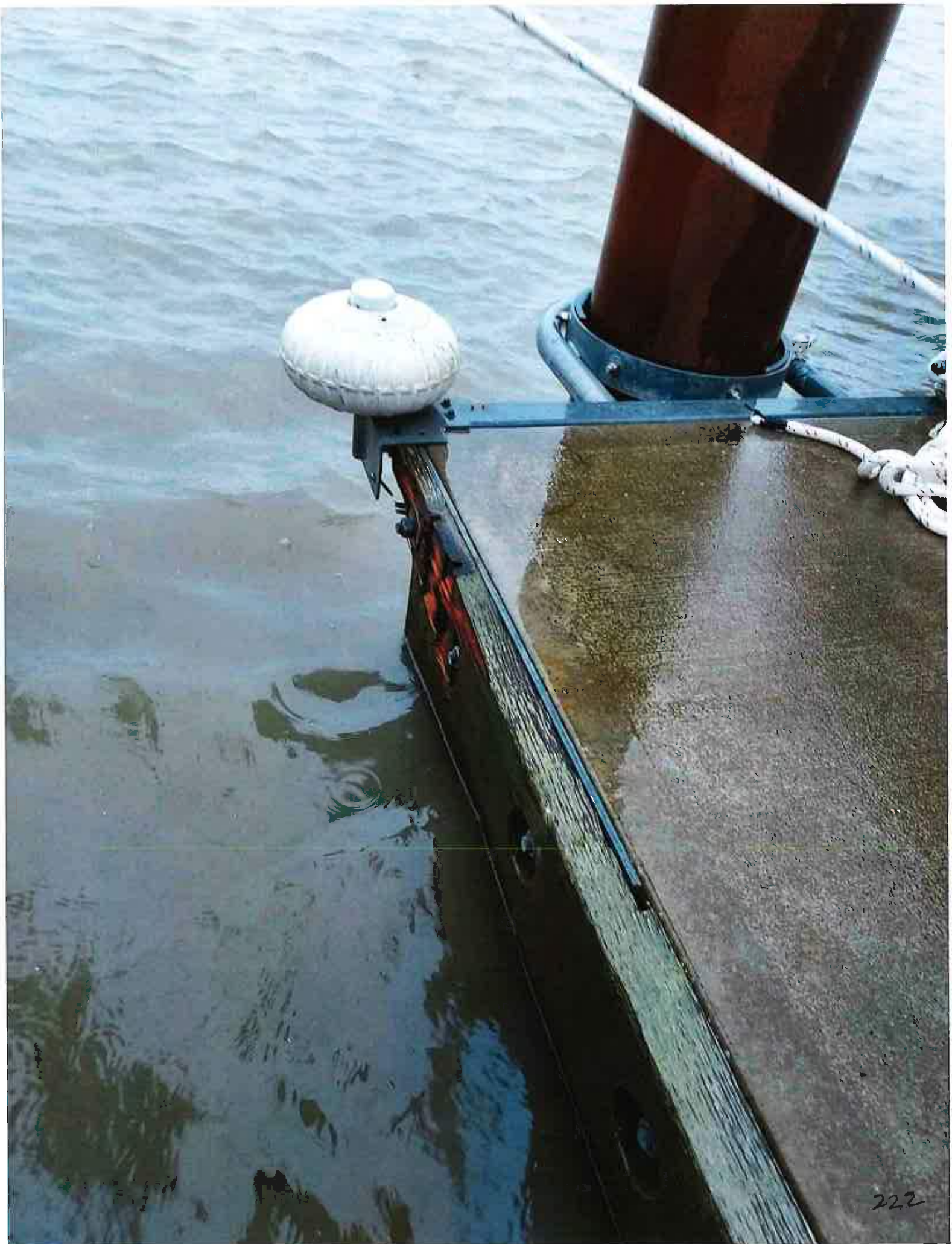
DATE: January 11, 2022
RE: Basin 1 Storm Damage to Vessels
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

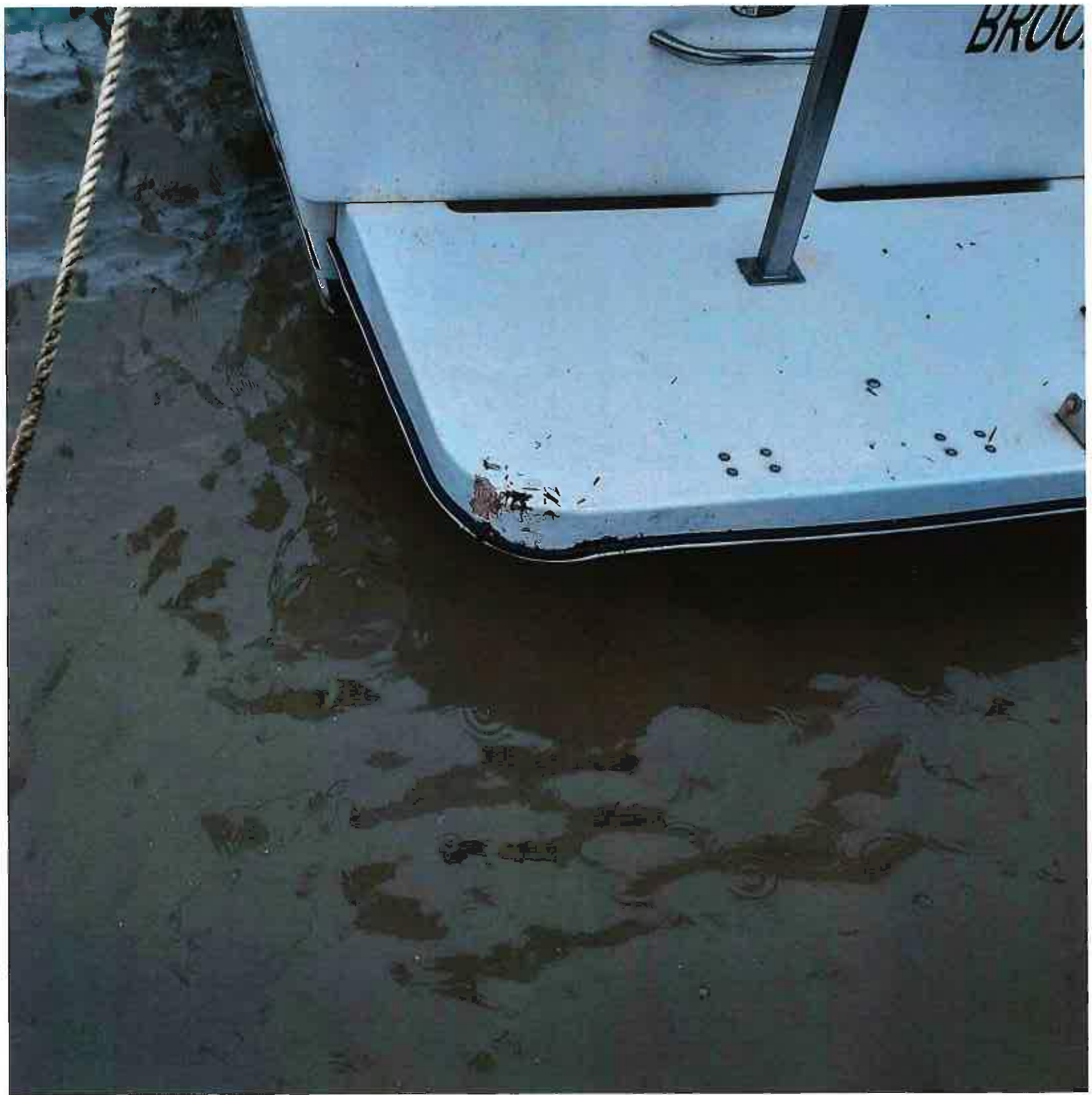
- On January 3, 2022, a storm came through that had high winds and heavy rain during the morning hours. The ocean waves with the wind created a storm surge in Basin 1 which broke the dock that a boat was tied to. The boat came loose and struck/scraped another boat in the same slip. The boat that came loose also had some minor damage.
- Port staff retied the boat and wrote up an incident report. The incident report was submitted to the Port insurance as a potential insurance claim. Both boat owners were also notified of the incident.
- The Port insurance deductible is \$5,000 if the damage is covered by the policy.

DOCUMENTS

- Photos of damage, 5 pages











INFORMATION ITEM – W

DATE: January 11, 2022
RE: Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC and Barber Shop Lease
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC and Barber Shop Lease expired on December 31, 2021 and is currently operating on a month-to-month basis.
- The tenant has an outstanding balance with the Port that has not gone past 90-days. The Port gives tenants overdue notices at 30, 60 and 90 days. After 90-days a default letter is also sent.
- The tenant has provided interest to extend the lease one-year and to make payments on the outstanding balance.

DOCUMENTS

- First page of Original Lease and Amendment No. 1, 2 pages

COMMERCIAL LEASE

This lease is made and entered into at Brookings, Oregon this 1st day of February, 2017, by and between Port of Brookings Harbor (the Landlord) and Al Mills, dba Mountain View Custom Cycles, and Tattoo Studio (the tenant).

Landlord hereby leases to Tenant approximately 1,325 square-feet of space for a customer motorcycle shop and tattoo studio, located at 16118 Lower Harbor Rd., Brookings, Oregon containing 1,175 square feet of indoor space and 150 square feet of outside staging and loading ramp area, herein after referred to as "the premises". The term shall commence May 1, 2017 (see Exhibit B), for a maximum combined term of 60 months commencing February 1st, 2017 and continuing through December 31th, 2021. Rental amount is payable in advance on the first day of each month commencing May 1, 2017, as described in the rent schedule (Exhibit B). Landlord grants to Tenant the option to renegotiate a new agreement for the premises, the terms and conditions of which to be negotiated on or before October 31st 2021, provided 1) Tenant is not in default; 2) Landlord is otherwise satisfied with Tenant's use of retail space in the previous agreement.

Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the lease of tenant's intent to exercise any option or to not 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 Premises with or without process of law.

Landlord and Tenant covenant and agree as follows:

1. **Rent Payment.** Tenant shall pay the base rent according to the attached Rent Schedule (Exhibit B) each month for the Premises and any additional rent provided herein subject only to a deduction or offset as authorized by Landlord. Base rent shall increase annually and each subsequent year of this lease as described in Exhibit B. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that Tenant occupies the building based upon the current monthly lease rate. Additional rent means any other sums payable by Tenant to Landlord under this lease. At the end of the Lease agreement, a new Base Rent will be established. Rent not paid when due shall bear an automatic \$35.00 late fee each month if not paid by the 10th of the month due.
2. **Lease Consideration/Security Deposit.** Upon execution of the lease, Tenant shall pay a security deposit in the amount of \$588.50. Landlord may apply the security deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by the terms of this lease, but such application by Landlord shall not be the exclusive remedy for any Tenant default. If the security deposit is applied by the Landlord as provided herein, Tenant shall 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 shall

**COMMERCIAL LEASE AGREEMENT
AMENDMENT NO. 1**

This lease amendment ("Amendment") is entered into by and between the Port of Brookings Harbor ("Landlord") and Al Mills dba **Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC** ("Tenant") to amend the terms of the commercial lease dated February 1, 2017.

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

Section 3. Use. Tenant shall use the Premises as a custom motorcycle construction and repair shop, walk-in tattoo artist studio and **barber shop**, to conduct the business affairs associated with the above listed business enterprises, and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and not annoy, obstruct or interfere with the rights of other tenants of the Landlord. Tenant, or its licensees, employees, or invitees, shall not create, maintain or permit any nuisance or allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the premises.

2. OTHER TERMS AND CONDITIONS. All other terms and conditions of the original lease agreement 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.

PORT OF BROOKINGS HARBOR, Landlord	Al Mills dba Mountain View Custom Cycles LLC and Rebel Ink Tattoo Studio LLC. Tenant
Dated: <u>2/24/2020</u>	Dated: <u>2-24-20</u>
By: <u>[Signature]</u> Roy Davis, Board President	By: <u>[Signature]</u> Al Mills
ATTEST: <u>[Signature]</u> Commissioner	

INFORMATION ITEM – X

DATE: January 11, 2022

RE:

TO: Honorable Board President and Harbor District Board Members

ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Tidewind Sportfishing is requesting to lease ground space from the Port to install signs for the business and Port.

DOCUMENTS

- Tidewind Sportfishing Letter dated January 1, 2022, 1 page



Tidewind Sportfishing

16340 Lower Harbor
Rd.#116
Brookings, OR 97415

Phone: (541)469-0337
scoastsportfishing@yahoo.com

RECEIVED

Port of Brookings- Harbor

16330 Lower Harbor Rd
Brookings, OR 975415

JAN 10 2022

PM Q HM TD
MA FO BZ

To Whom it may concern:

1 January 2022

We are coming up the the 2022 Charter Season for Tidewind Sportfishing and would like to make a request for more visible signage on the road side next to the Port and Boardwalk of Brookings-Harbor. We have noticed a lack of visibility for our prior and future clients when it comes to our shop location and would like to make our business more noticeable from the entrances on both sides of the Port.

Our request would be two pieces of land to lease where we could erect a Large Sign, on each, promoting not only Tidewind Sportfishing but also the Boardwalk of Brookings-Harbor. They would also have Solar lights installed to keep them visible throughout the night.

Upon request we can have a mock up sign made with requested locations to give a visual projection of what they would look like.

We are excited to further grow and optimize within the Port of Bookings and our community. Thank you for all your help and consideration on this matter.

Kyle Aubin
Owner and Operator



SCANNED

INFORMATION ITEM – Y

DATE: January 11, 2022

RE: 2022 SDIS Property / Casualty Insurance Renewal and Longevity Credit and Rate Lock Guarantee

TO: Honorable Board President and Harbor District Board Members

ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- 2022 SDIS Property / Casualty Insurance Renewal and Longevity Credit and Rate Lock Guarantee is the Port's insurance.

DOCUMENTS

- 2022 SDIS Property / Casualty Insurance Renewal and Longevity Credit and Rate Lock Guarantee, 2 pages

MEMORANDUM

DATE: January 1, 2022

TO: SDIS Independent Insurance Agents & SDIS Property/Casualty Insurance Program Participants

FROM: Underwriting Department

RE: 2022 SDIS Property/Casualty Insurance Renewal and
LONGEVITY CREDIT AND RATE LOCK GUARANTEE REMINDER

RENEWAL PACKET INFORMATION:

Included with this memo is the 2022 SDIS property/casualty coverage final renewal packet. This packet contains your district's invoice, declarations, schedules, loss runs and a comparison report.

Please note that this reflects *all* changes made prior to January 1, 2022. Any changes made on or after January 1st will be invoiced separately as a mid-term change in early February.

LONGEVITY CREDIT AND RATE LOCK GUARANTEE REMINDER:

As previously noted in the renewal update packet that was released in October, we are starting a new cycle for our Longevity Credit and Rate Lock Guarantee Program. Please refer to the memo from the update packet for eligibility requirements.

Your district's eligibility status is indicated on the invoice in the final renewal packet, as well as on the preliminary renewal summary in the preliminary renewal packet we previously sent. If your district is eligible for participation in the program, a Longevity Credit and Rate Lock Guarantee agreement is included in the preliminary packet. In order to receive the credit and rate lock for the 2023 renewal, we *must* receive the signed agreement as soon as possible.

Please note that we have already had many eligible districts send in a signed agreement form and these members will *not* see a duplicated agreement in the attached packet.

However, we did include another agreement in the final renewal packet for those eligible members that have not yet signed and returned their forms.

Thank you for your continued support of Special Districts Insurance Services. We are pleased to continue offering the best coverage at the most affordable price for Oregon's special districts. If you have any questions or concerns, please contact us at undewriting@sdao.com or 800-285-5461.



Longevity Credit and Rate Lock Agreement

Port Of Brookings Harbor

By signing this Agreement the Member agrees to remain a participant in the Special Districts Insurance Services (SDIS) Property and Liability Program from January 1, 2022 to December 31, 2023.

In return for this commitment the SDIS Trust agrees to the following:

1. Provide the Member with a Longevity Credit equal to: **\$21,501**
 - a. Amount to be mailed to the Member in February 2022: \$10,750.50
 - b. Amount to be mailed to the Member in February 2023: \$10,750.50
2. A maximum annual rate increase of five percent (5%) for policy year January 1, 2023 – December 31, 2023 based on the Member's rates for the January 1, 2022 – December 31, 2022

The Member understands that breach of this agreement will require the Member to return the Longevity Credit plus interest to SDIS and will subject the Member to retroactive rate increases above the five percent (5%) maximum Rate Lock Guarantee.

** Total contributions assessed may increase more or less than the maximum guaranteed rate for changes in exposures such as the addition of vehicles, purchase of buildings, increase in operating budget or the addition of personnel. The rate guarantee does not apply to Excess Liability, Boiler and Machinery and Crime contributions because these are pass through costs to re-insurance carriers.*

It is so agreed this 10TH day of JANUARY, 20 22

Special Districts Insurance Services

Port Of Brookings Harbor

Authorized Representative (Member)

GARY DEHLWILER, PORT MANAGER

Print Name and Title