



PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, May 20, 2026 at 2:00pm
Port Meeting Room

16350 Lower Harbor Road Suite 202, Harbor OR, 97415

This is a hybrid meeting, which means you can attend in-person at the above address, or you can attend by the following:	
Webinar Call-In Number: 1 (469) 998 – 7421	Meeting ID: 933 467 589#
Microsoft Teams Meeting Webinar Access: Join the meeting now	
<i>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.</i>	

TENTATIVE AGENDA

		PAGE
1.	CALL MEETING TO ORDER	
	<ul style="list-style-type: none"> • Pledge of Allegiance • Roll Call • Modifications, Additions, and Changes to the Agenda • Declaration of Potential Conflicts of Interest 	
2.	APPROVAL OF AGENDA	
3.	APPROVAL OF MEETING MINUTES	
	A. Approve Minutes of Regular Commissioner Meeting Wednesday, April 15, 2026.....	2
	B. Approve Minutes of Special Commissioner Meeting Friday, April 24, 2026.....	7
4.	PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to danielle@portofbrookingsharbor.com prior to the meeting.	
5.	MANAGEMENT & FINANCIAL REPORTS / APPROVAL.....	10
6.	ACTION ITEMS	
	A. Boardwalk Mail Lease Agreement.....	46
	B. The Hungry Clam Lease Agreement.....	62
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	D. Resolution No. 2026-09, Volunteer Application.....	82
7.	INFORMATION ITEMS	
	A. None	
8.	COMMISSIONER COMMENTS	
9.	NEXT REGULAR MEETING DATE – Wednesday, June 17, 2026, at 2:00pm	
10.	ADJOURNMENT	

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

Wednesday, April 15, 2026

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

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

1. CALL MEETING TO ORDER

Commission President Sharon Hartung called the Regular Meeting of the Port of Brookings Harbor Board of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**

Joseph Speir, Vice-President (Pos. #1); Sharon Hartung, President (Pos. #2); Larry Jonas (Pos. #3); Kelsey Bozeman (Pos. #4); Daniel Fraser, Secretary/Treasurer (Pos. #5).

- **Port of Brookings Harbor Management and Staff:**

Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative.

- There were no modifications, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:25

A motion was made by Speir and seconded by Jonas to approve the agenda as written. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

3. APPROVAL OF MEETING MINUTES – Audio time 0:01:45

A. Approve Minutes of Special Commissioner Meeting Monday, March 02, 2026

B. Approve Minutes of Regular Commissioner Meeting Wednesday, March 18, 2026.

The Board had no questions or comments.

A motion was made by Jonas and seconded by Speir to approve the meeting minutes for March 2 and March 18. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

4. PUBLIC COMMENTS – Audio time 0:02:18

There were 4 public comments.

Mike Murphy asked Webster if he would be willing to reconsider moving charter fishing into Basin 2, Webster said no. Murphy asked him if the subject could be dropped completely. Webster explained we don't have the luxury to have the basins segregated. Murphy asked the Board to have this item discussed under a business item concerning parking and the safety and security of each boat.

Larry Brocker gave the Board a little history about himself, he likes charter boats, but parking is an issue and explains why. Asked the Board to consider putting this on the agenda to discuss keeping charter boats in Basin 1.

Tiffany Berg gave the Board history about herself. Expressed concern about having a large charter vessel in Basin 2 due to parking issues, and the safety of their boats with that many people walking the docks. Asked the Board to reconsider or look at different avenues to make sure they can have adequate parking for our moorage holders.

David Vangroenenbergh expressed concerns about parking due to the charter boats. Asked the Board to revisit this and if the boat could be moved to the other side of the basin, he wants the Board to look at other options.

5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:17:40

Webster reported on March maintenance items Port staff completed in RV Park and Marina. Bozeman asked about the single audit, Webster explained that the first report showed deficiencies which we don't agree with, and after being reviewed by other agencies there are no deficiencies and will be reviewed again.

Board has no questions or comments on the Project Manager Report.

King reviewed the Safety, Security & Environmental Report. Board had questions on the theft of services.

Walker reviewed the Financial Report. Fraser asked about the audit and auditor.

A motion was made by Speir and seconded by Jonas to approve the Management & Financial Reports as discussed. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

6. ACTION ITEMS

A. Whale's Tail Candy & Gifts Lease Agreement – Audio time 0:30:38

Webster reviewed the item with the Board. Bozeman asked about the rate.

A motion was made by Speir and seconded by Jonas to approve Whale's Tail Candy & Gifts Lease Agreement commencing May 1, 2026, through April 30, 2029. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

B. Resolution No 2026-03, Boat Trailer Agreement – Audio time 0:32:32

Webster reviewed the item with the Board. Fraser confirmed location of the boat trailer storage.

A motion was made by Jonas and seconded by Speir to approve Resolution No. 2026-03, Boat Trailer Storage Agreement. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

C. Resolution No 2026-04, Permit to Sell Fish (Off Boat) – Audio time 0:34:04

Webster reviewed the item with the Board. Fraser asked about where they can sell fish, Webster explained it will be allowed in their slip.

A motion was made by Speir and seconded by Fraser to approve Resolution No. 2026-04, Standards for Granting of Permit for Sales of Fish Product Off Boats. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

D. Resolution No 2026-06, Write-Off Policy – Audio time 0:38:52

Webster reviewed the item with the Board. Hartung felt the amount was right but would like to see it in a report. Bozeman asked about the process and if they could moor again, Webster and Walker explained. Board allowed public comment. Board agreed to have this be included with the financial reports.

A motion was made by Jonas and seconded by Speir to approve Resolution No. 2026-06, Policy for Write-Off of Uncollectible and/or Credit Balance Accounts Receivable. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

E. Resolution No 2026-07, Best Management Practices – Audio time 0:46:08

Webster reviewed the item with the Board. Jonas asked about the oily bilges, Webster explained.

A motion was made by Speir and seconded by Bozeman to approve Resolution No. 2026-07, Best Management Practices. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

F. Resolution No 2026-08, Port Rates FY 2026-2027 – Audio time 0:53:24

Webster reviewed the item with the Board. Fraser asked about the term dates for the permit to sell fish, Webster and Walker explained.

A motion was made by Jonas and seconded by Speir to approve Resolution No. 2026-08, Port Rates for Fiscal Year 2026-27. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

G. RV Park Drainage/Asphalt Repairs – Audio time 0:56:58

Webster reviewed the item with the Board. Fraser asked about the catch basins installed, Webster explained. Board asked about the road and expressed how it would be nice to overlay the whole thing.

A motion was made by Speir and seconded by Jonas to approve Tidewater Construction, Inc. to install the new storm drain for \$12,400 and repair sections of asphalt for \$10,200. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

H. Sober Grad Donation – Audio time 1:05:45

Walker reviewed the item with the Board. The Board did not have any questions or comments.

A motion was made by Speir and seconded by Bozeman to approve a \$250.00 donation to the Brookings-Harbor High School for their 2026 Safe and Sober Grad Night event. The motion passed 5 – 0. Yes: Jonas, Bozeman, Fraser, Speir, Hartung. No: None.

Speir asked everyone how they feel about the parking situation, Board and Webster discussed parking in Basin II. Speir left the meeting at 3:12pm.

7. INFORMATION ITEMS

A. 2026 Port Events – Audio time 1:14:54

Webster reviewed the item with the Board. Fraser asked about Slam N Salmon.

B. EPA Project – Audio time 1:16:17

Webster reviewed the item with the Board. Hartung mentioned it will help to encapsulate everything, Webster explained. The Board allowed public comment. Fraser asked about the width of the travelift and ramp, Webster explained.

8. COMMISSIONER COMMENTS – *Audio time 1:30:08*

Commissioner Fraser asked about parking and enforcement.

9. NEXT REGULAR MEETING DATE – Wednesday, May 20, 2026, at 2:00 PM

10. ADJOURNMENT – *Audio time 1:35:37*

Having no further business, the meeting adjourned at 3:35 pm.

Sharon Hartung, President

Date Signed

Daniel Fraser, Secretary/Treasurer

Date Signed

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

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

Friday, April 24, 2026

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

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

1. CALL MEETING TO ORDER

Commission President Sharon Hartung called the Special Meeting of the Port of Brookings Harbor Board of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**

Joseph Speir, Vice-President (Pos. #1); Sharon Hartung, President (Pos. #2); Kelsey Bozeman (Pos. #4); Daniel Fraser, Secretary/Treasurer (Pos. #5). Larry Jonas (Pos. #3) was absent.

- **Port of Brookings Harbor Management and Staff:**

Travis Webster, Port Manager and Danielle King, Safety/Administrative.

- There were no modifications, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:26

A motion was made by Speir and seconded by Bozeman to approve the agenda as written. The motion passed 4 – 0. Yes: Bozeman, Fraser, Speir, Hartung. No: None.

3. PUBLIC COMMENTS – Audio time 0:01:38

There were no public comments.

4. ACTION ITEMS

A. Commercial Dock Proposals – Audio time 0:01:45

Webster reviewed the item with the Board and reviewed each potential interview question. Hartung and Bozeman suggested some questions. Hartung asked about conflict of interest, Webster explained there isn't one. Hartung asked about the specifics of the questions and process, Webster explained.

A motion was made by Bozeman and seconded by Speir to approve the final list of interview questions with amendments for the Request for Proposals for the dock and workspace formerly leased by Hallmark Fisheries, as reviewed and amended by the Board today, and to direct staff to schedule a special meeting to conduct interviews with the three proposers. The motion passed 4 – 0. Yes: Bozeman, Fraser, Speir, Hartung. No: None.

B. Commercial Dock Repairs – Audio time 0:23:02

Webster reviewed the item with the Board. Fraser asked about the electrical shed, Webster explained. Board allowed public comment.

A motion was made by Speir and seconded by Fraser to authorize Port Manager or designee to complete the immediate safety and operational repairs to the commercial dock and workspace, including electrical system upgrades, temporary concrete deck protection, public access redirection, and to further evaluate the damaged concrete deck for future repair or replacement, not to exceed \$50,000. The motion passed 4 – 0. Yes: Bozeman, Fraser, Speir, Hartung. No: None.

C. Harbor Sanitary Agreement for Sani-Sailors – Audio time 0:30:56

Webster reviewed the item with the Board. The Board had no questions or comments.

A motion was made by Bozeman and seconded by Speir to approve authorizing Port Manager or designee to sign Sani-Sailor Sewer Rate Agreement with Harbor Sanitary. The motion passed 4 – 0. Yes: Bozeman, Fraser, Speir, Hartung. No: None.

5. INFORMATION ITEMS

A. None – Audio time 0:33:28

6. COMMISSIONER COMMENTS – Audio time 0:33:28

Commissioner Fraser commented that the boat yard is full.

Commissioner Hartung thanked everyone who came to the meeting today.

7. NEXT REGULAR MEETING DATE – Wednesday, May 20, 2026, at 2:00 PM

8. ADJOURNMENT – *Audio time 0:33:57*

Having no further business, the meeting adjourned at 2:33 pm.

Sharon Hartung, President

Date Signed

Daniel Fraser, Secretary/Treasurer

Date Signed

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

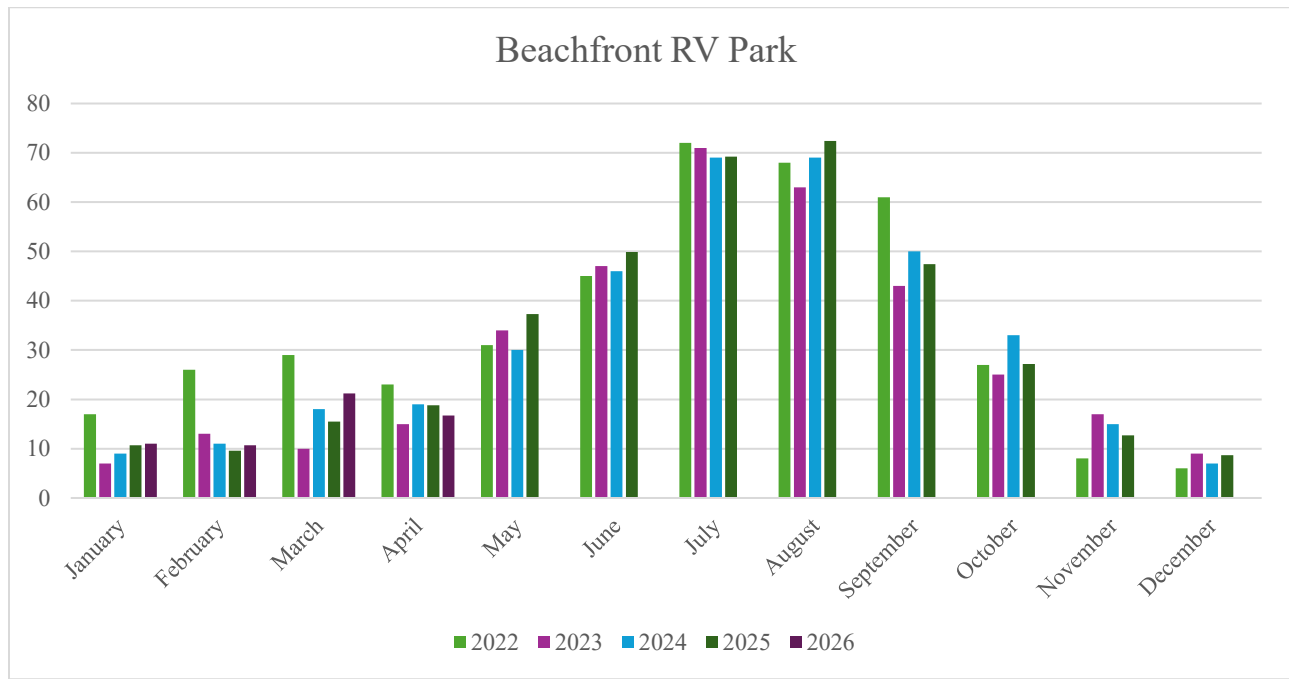
MANAGEMENT REPORT

DATE: May 20, 2026
RE: April 2026
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

RV Park

- April occupancy was 16.7%.
- Tidewater Contractors were awarded the storm drain and paving work. Work to be completed in May.
- Leo’s BBQ was moved to accommodate another food truck.
- One small sport boat came in from fishing late in the evening. Due to heavy fog the boater missed the river entrance and ran aground on Sporthaven beach. The Coast Guard and Harbor Fire secured the vessel that night. Port staff removed the vessel with our telehandler and placed it onto a trailer. No impact to the Port.

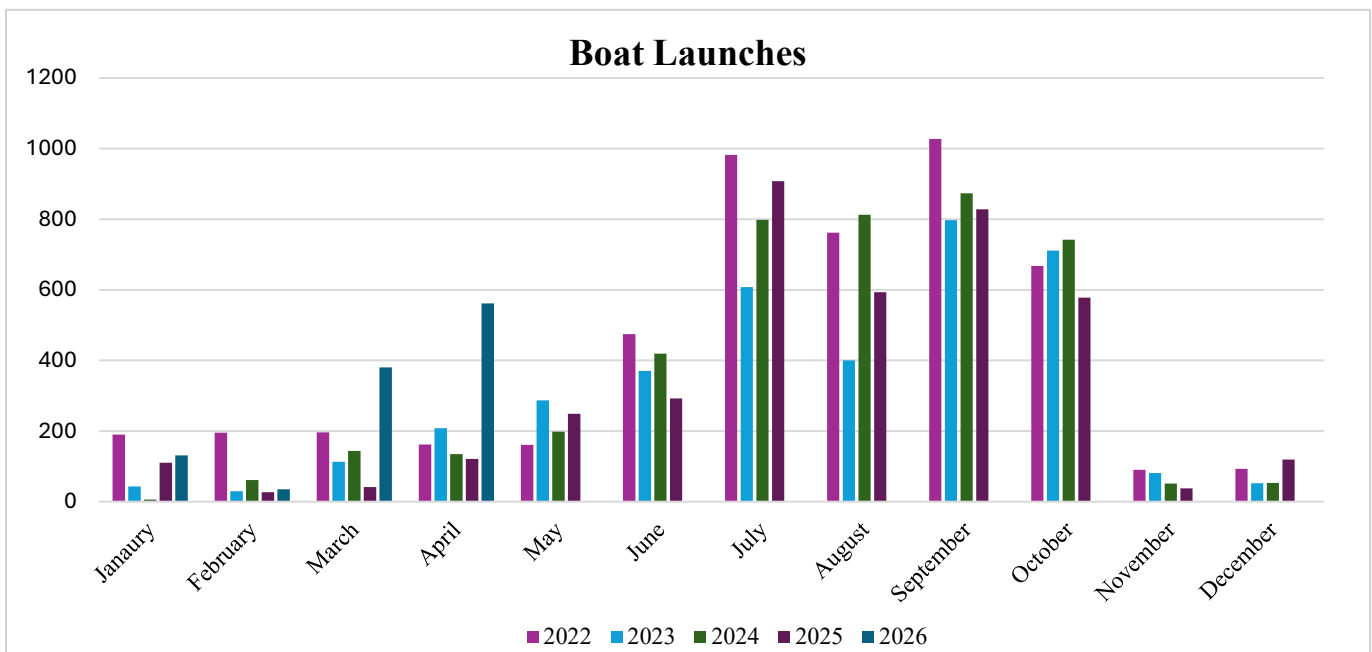
Occupancy Percent by Month & Year



Marina

- Staff began repairs at the old Hallmark dock.
- Chain link fence was replaced at the public fishing pier.
- Gear storage cleanup is near complete. The Port expended approximately 50 man hours to clean up debris which consisted of mostly pallets left behind and totaled about \$3,500.00 in dump fees.
- 2 new accessible parking spaces were installed at the kite field near C-H dock. Port staff have ordered additional signs and asphalt to make 4 more accessible spots at the I and J dock ramp.
- Brookings has been the hot spot for salmon fishing. So far, we have the most fish caught in Oregon. ODFW has put out a catch and effort estimate. By their numbers 3,481 trips have been made and 2,137 Chinook salmon have been harvested from Brookings and the next closest is Newport, having made 428 trips and 161 Chinook salmon harvested. (The ODFW report is attached to this report.)
- Boat launches have almost tripled compared to prior years.

- **Boat Launches: 562** **Daily Moorage: 47** **Trailer Storage: 25**
- **Fuel Pumped, April:** **Diesel: 13,566.524-Gal** **Gas: 1120.763-Gal**



Equipment Services Performed by Port Staff

Telehandler Jobs					
	2022	2023	2024	2025	2026
January	8	3	1	1	4
February	2	2	2	1	5
March	5	4	3	3	9
April	7	14	9	9	9
May	6	7	1	5	
June	4	7	7	6	
July	1	2	2	7	
August	0	0	8	5	
September	2	7	2	1	
October	7	1	2	5	
November	9	9	2	3	
December	2	5	9	10	
TOTALS	53	61	48	56	27

Haul Outs					
	2022	2023	2024	2025	2026
January	2	1	2	3	3
February	6	1	1	1	2
March	6	1	5	1	3
April	7	7	5	4	7
May	8	8	5	5	
June	6	7	5	10	
July	8	9	7	6	
August	5	8	4	4	
September	4	4	10	11	
October	11	4	6	8	
November	6	6	4	5	
December	7	4	1	10	
TOTALS	76	60	55	70	15

Commercial Receiving Dock

- **Public Hoist** – Operational
- **Vacant Receiving Dock** – Operational – Electrical has been upgraded.
- **Bornstein Seafood/Fisherman’s catch** – Operational - The hydraulic power pack was wrong and they are sourcing a different one.
- **Pacific Seafood** – Operational
- **New Pacific Seafood Dock** – Operational

Commercial Retail Building

- Tenant walk throughs were completed. We had minimal requests from our tenants. The requests are being met.
- New carpet tiles will be installed at Boardwalk Mail.
- New bathroom stall dividers were installed in the women’s restroom at retail area.

Office Staff

- (14) Moorage renewals.
- Continue to review policies for any updates that may be needed.
- Daily QB entries and billing.
- ODEQ 1200z stormwater permit renewal was sent.
- Review and submit vessel information on the “Rumba” to DSL for funding to demo.

Maintenance Crew

- Staff completed **138** work orders for the month of April. See attached work order log.



OREGON DEPARTMENT OF FISH AND WILDLIFE

PRELIMINARY 2026 OREGON OCEAN RECREATIONAL SALMON CATCH AND EFFORT ESTIMATES

Through Week 18 (April 27 - May 03)

PORT	NUMBER OF ANGLER TRIPS				NUMBER OF FISH HARVESTED							
	Weekly 2026	Cumulative			Weekly 2026	CHINOOK			COHO			
		2026	2025	2024		2026	2025	2024	2026	2025	2024	
Astoria	**	**	**	**	****	****	****	****	***	***	***	***
Garibaldi	15	120	39	72	4	10	0	0	***	***	***	***
Pacific City	9	9	*	8	2	2	*	0	***	***	***	***
Depoe Bay	14	100	137	101	12	28	15	40	***	***	***	***
Newport	61	428	84	101	24	161	51	12	***	***	***	***
Florence	0	0	*	*	0	0	*	*	***	***	***	***
Winchester Bay	8	8	*	1	0	0	*	0	***	***	***	***
Charleston	8	221	28	104	6	89	0	58	***	***	***	***
Bandon	0	0	*	*	0	0	*	*	***	***	***	***
Port Orford	0	0	*	*	0	0	*	*	***	***	***	***
Gold Beach	9	67	**	**	5	33	****	****	***	***	***	***
Brookings	245	3,481	**	**	122	2,137	****	****	***	***	***	***
Total	369	4,434	288	387	175	2,460	66	110	0	0	0	0

*Port not sampled

**Area closed to salmon fishing

***Area closed to coho fishing

****Area closed to Chinook salmon fishing

Oregon Department of Fish and Wildlife
 Marine Resources Program
 2040 SE Marine Science Drive
 Newport, OR 97365
 (541) 867-4741
 Web Site: www.dfw.state.or.us/MRP/Samon

Beachfront RV Park | Firefly | Occupancy Summary Report
Date Range: April 1, 2026 - September 30, 2026

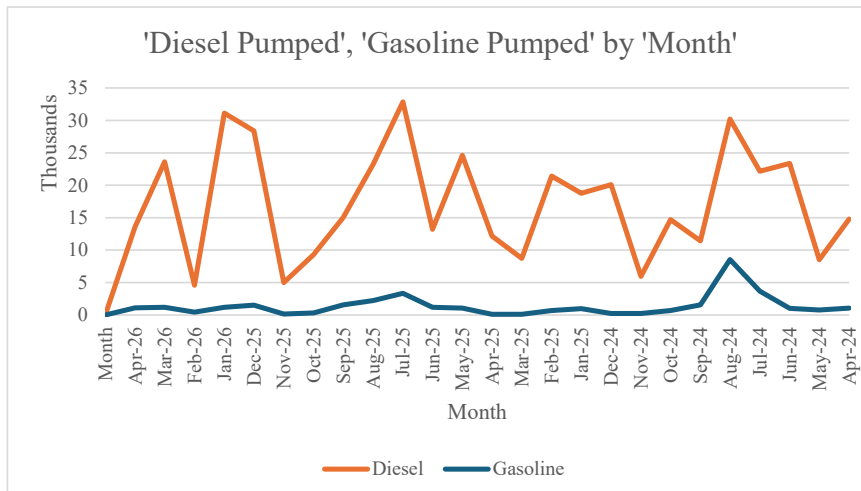
Month	Avg. Occupancy
April	16.7%
May	19.8%
June	22.8%
July	38.7%
August	26.5%
September	12.0%

FUEL PUMPED APRIL 2026:

13,566.524 gallons diesel

1,120.763 gallons gasoline

Month	Diesel Gallons Pumped	Gasoline Gallons Pumped
Apr-26	13,566.52	1,120.76
Mar-26	23,599.02	1,190.87
Feb-26	4,600.66	431.837
Jan-26	31109.206	1181.177
Dec-25	28,366.60	1522.801
Nov-25	5015.5	137.102
Oct-25	9329.5	330.506
Sep-25	15044.93	1544.028
Aug-25	23214	2228
Jul-25	32849	3339
Jun-25	13209	1179
May-25	24592	1068
Apr-25	12176	124
Mar-25	8723	107
Feb-25	21404	703
Jan-25	18766	988
Dec-24	20082	241
Nov-24	5938	235
Oct-24	14687	688
Sep-24	11415	1560
Aug-24	30200	8546
Jul-24	22162	3685
Jun-24	23365	1022
May-24	8522	761
Apr-24	14796	1074





Brooking Harbor VenTek RCS

Monthly Transactions Summary Report

4 May 2026 10:05:24AM

Date: April 01, 2026 to April 30, 2026

Payment type: ALL

Transaction IDs: ALL

Terminals: ALL

Location	Terminal	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
Date: 2026 / April													
1	VS_All Pay												
	1	Boat Launch	562	1,075.00	2,422.00	441.00	0.00	0.00	0.00	0.00	0.00	0.00	3,938.00
	2	Daily Moorage	47	15.00	540.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	705.00
	3	Charter	0	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
	4	Trailer Storage	25	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
	Subtotal		634	1,092.00	3,212.00	591.00	0.00	0.00	0.00	0.00	0.00	0.00	4,895.00
Total Sales			634	1,092.00	3,212.00	591.00	0.00	0.00	0.00	0.00	0.00	0.00	4,895.00

Grand Totals

Total Sales	634	1,092.00	3,212.00	591.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,895.00
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WORK ORDERS LOG
Port of Brookings Harbor
April 2026

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
4/1/26	Transient Dock	Sea Pearl Reported no power. Tested - power is on. They plugged in and it's on	Completed	4/1/26	Brent
4/1/26	Fishing Station	Ran fish to dump. Cleaned/Washed fish station	Completed	4/1/26	Marian
4/1/26	Port	Cleaned up. x2 Loads to the dump	Completed	4/1/26	Shawn - Sean
4/1/26	Riding Mower	Making noise - Hauled to Curry Equipment. They found nothing obvious. They will P/U to diagnose Fri.	Completed	4/2/26	Brent
4/2/26	J-Sloane	Tabitha requested location of water shut off. Located it for her	Completed	4/2/26	Brent
4/2/26	Secure Boat Storage	Fixed non functioning locks and hard to open gates	Completed	4/2/26	Brent
4/2/26	Communication Training	Completed "Customer Service Overview"	Completed	4/2/26	Brent
4/2/26	Communication Training	Completed "Creating a Respectful Workplace"	Completed	4/2/26	Brent
4/2/26	Blue Fin Reality	Fixed toilet that was not flushing	Completed	4/2/26	Brent
4/2/26	Boat Yard	Hauled out USCG	Completed	4/2/26	Sean - Travis - Shawn
4/2/26	Fishing Pier	Replaced chain link	Completed	4/2/26	Shawn - Sean
4/3/26	RV Park	Replaced speed sign	Completed	4/3/26	Shawn
4/3/26	Fish Station	Took fish to the dump	Completed	4/3/26	Marian
4/3/26	Kite Field	Removed weeds from curb	Completed	4/3/26	Marian
4/3/26	Kite Field Parking Lot	Repainted handicap indicators/symbols	Completed	4/3/26	Brent - Sean
4/3/26	Hallmark	Removed & disposed of bait left in connex	Completed	4/3/26	Marian - Brent
4/3/26	Port Dumpsters	Compacted trash	Completed	4/3/26	Brent - Marian
4/3/26	Steel Wall	Loaded mast boom + outriggers on vessel "Dynamik"	Completed	4/3/26	Travis - Gary
4/3/26	Boat Yard	Fixed non functioning wash area sump	Completed	4/3/26	Brent - Sean
4/3/26	Communication Training	Completed "General Ethics in the Workplace"	Completed	4/3/26	Brent
4/6/26	RV Park	Moved picnic tables to sites #1 & #9. Needed new tables	Completed	4/6/26	Brent
4/6/26	Mower EQ 3707	Making noise - Determined drive belt is stretched and slapping deck. Ordered new belt. To arrive ASAP	Completed	4/6/26	Brent
4/6/26	Fuel Dock	Repair - Motor Switches. Ordered new switches	Completed	4/6/26	Brent
4/6/26	Hallmark Dock	Upgraded electrical. Met with Tim Stadelman	Completed	4/6/26	Brent
4/6/26	Network Security Training	Malware Course	Completed	4/6/26	Brent
4/6/26	Fishing Pier	Finished chain link	Completed	4/6/26	Shawn - Sean
4/6/26	Boat Yard	Hauled out USCG	Completed	4/6/26	Sean - Shawn
4/6/26	Boat Yard	Weed ate	Completed	4/6/26	Shawn
4/6/26	Kite Field	Cleaned weeds from parking lot curb	Completed	4/6/26	Marian
4/6/26	Fish Station	Took fish to the dump	Completed	4/6/26	Marian
4/6/26	Hallmark	Met w/Zipley to determine if their infrustrction can be simply removed. Removed copper wires	Completed	4/7/26	Brent
4/7/26	Public Fishing Pier	Fixed sink holes	Completed	4/7/26	Brent
4/7/26	Port	Filled port holes	Completed	4/7/26	Brent
4/7/26	Steel Wall	Crane job - Queen Corrine	Completed	4/7/26	Shawn - Sean - Travis - Gary
4/7/26	Gear Storage	Cleaned up. Dump run	Completed	4/7/26	Shawn - Sean
4/7/26	Port	Hauled tires to Les Schwab for disposal	Completed	4/7/26	Brent
4/7/26	Hallmark	Developed scope of work to bring electrical up to code. Met w/Tim. He will spend 4-5 hours to develop plan	Completed	4/7/26	Brent
4/7/26	Public Fishing Pier	Weed ate along edge, removed weeds and grass	Completed	4/7/26	Marian
4/8/26	Hallmark	Loaded freezer onto trailer	Completed	4/8/26	Brent - Shawn - Sean - Gary
4/8/26	Fish Station	Cleaned	Completed	4/8/26	Brent
4/8/26	Newest Pole Barn	Added fill along edges to taper away from structure	Completed	4/8/26	Brent - Marian
4/8/26	Fish Station	Took fish to the dump	Completed	4/8/26	Marian
4/8/26	Hallmark	Cleaned up	Completed	4/8/26	Shawn - Sean
4/8/26	Basin 1 A Dock	Removed tree from basin	Completed	4/8/26	Shawn - Sean
4/9/26	Boat Yard	Hauled in USCG	Completed	4/9/26	Sean
4/9/26	Shop Compressor	Ran to burn off oil in cylinders. Started then died. Changed spark plug & ran. Fixed it	Completed	4/9/26	Brent
4/9/26	Sani Sailor	Monthly inspection	Completed	4/9/26	Brent
4/9/26	Port	Inspected all sewer systems	Completed	4/9/26	Brent
4/9/26	Retail Septic	Inspected, tested, cleaned	Completed	4/9/26	Brent
4/9/26	Fuel Dock	Des Case #3 needs to be replaced. Replaced sight glass indicator	Completed	4/9/26	Brent
4/9/26	Fuel Dock	Monthly inspection	Completed	4/9/26	Brent
4/10/26	Hallmark	Finished clean up, dump run Shawn	Completed	4/10/26	Shawn - Sean
4/10/26	Steel Wall	Crane job - Miss Emily	Completed	4/10/26	Shawn - Brent
4/10/26	Steel Wall	Crane job - Queen Corrine	Completed	4/10/26	Shawn - Travis - Gary
4/10/26	Steel Wall	Loaded doors on vessel "Little Joe"	Completed	4/10/26	Travis - Gary
4/10/26	Hallmark	Filled and capped hole at sidewalk (water access/drain)	Completed	4/10/26	Brent - Marian
4/10/26	Commercial Bathroom	Drinking fountain basin broken - Removed mounts and basin and filled	Completed	4/10/26	Brent - Marian

WORK ORDERS LOG
Port of Brookings Harbor
April 2026

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
4/10/26	Shop & RV	Compacted dumpsters	Completed	4/10/26	Brent
4/10/26	Port/RV Park	Mowed	Completed	4/10/26	Shawn
4/10/26	Boat Yard	Crane job - Coast Guard	Completed	4/10/26	Shawn
4/10/26	RV Exit	Filled pothole	Completed	4/10/26	Brent
4/11/26	RV Park	Retrieved boat from Sporthaven beach	Completed	4/11/26	Marian - Travis
4/13/26	Launch Ramp	Ticket Machine - Qtr. Acceptor not functioning. Program was set to Canadian coinage. Changed to US and cleaned. Fixed it	Completed	4/13/26	Brent
4/13/26	Hallmark	Meeting w/Stadelman Elec. Created scope of work and bid electrical upgrade - entire service	Completed	4/13/26	Brent
4/13/26	Boat Yard	Weed ate Boat Yard	Completed	4/13/26	Marian
4/13/26	Boat Yard	Hauled in "Ann Me"	Completed	4/13/26	Sean - Travis - Gary
4/13/26	Boat Yard	Hauled out "Bottom Line"	Completed	4/13/26	Sean - Shawn
4/13/26	Boat Yard	Cleaned up yard, Dump run Shawn	Completed	4/13/26	Shawn - Sean
4/14/26	Port Office	Entry skylight - Removed rotten wood	Completed	4/14/26	Brent
4/14/26	Fuel Dock	Found des-case sight glasses installed incorrectly. Fixed them	Completed	4/14/26	Brent
4/14/26	Boat Yard	Hauled out "Donita"	Completed	4/14/26	Sean - Shawn - Travis
4/14/26	Hallmark	Relocated hose bib	Completed	4/14/26	Brent
4/14/26	Launch Ramp, Bathroom area	Placed concrete and finished concrete trench	Completed	4/14/26	Brent - Marian
4/14/26	Steel Wall	Crane job	Completed	4/14/26	Shawn - Travis
4/15/26	Transient Dock	Electrical pedestal loose at base. Fixed it	Completed	4/15/26	Brent
4/15/26	Rhumba	Placed seizure notice & pumped water out	Completed	4/15/26	Brent - Marian
4/15/26	Gear Storage	Cleaned up, Dump run - Shawn	Completed	4/15/26	Shawn - Sean
4/15/26	Basin 1-2	Dock walk	Completed	4/15/26	Shawn - Sean
4/16/26	Kite Field	Added 2 handicap stalls. Painted & added signs and posts	Completed	4/16/26	Brent - Marian
4/16/26	Boat Yard	Hauled out "Aurora"	Completed	4/16/26	Sean - Shawn
4/16/26	Pacific Sea Food Dock Hoist	Re-installed dock hoist	Completed	4/16/26	Travis - Gary
4/16/26	BB1, Boat Launch Ramp	Replaced broken delineator	Completed	4/16/26	Marian
4/16/26	RV Showers	Guest reported door not locking. Thoroughly tested lock mechanism - It is functioning correctly	Completed	4/16/26	Brent
4/16/26	Gear Storage	Cleaned up, Dump run - Shawn	Completed	4/16/26	Shawn - Sean
4/16/26	Hallmark	Secured 3 quotes to bring dock to leaseable state. Met w/Reese will provide quote	Completed	4/16/26	Brent
4/17/26	Hallmark	Obtained third quote for dock upgrade. Met w/Elkhorn	Completed	4/17/26	Brent
4/17/26	Fish Station	Placed scrub brushes so they are not stolen	Completed	4/17/26	Brent
4/17/26	Steel Wall	Crane Job "Yaznak"	Completed	4/17/26	Shawn
4/17/26	Boat Yard	Hauled in F/V "Aurora"	Completed	4/17/26	Sean - Shawn
4/17/26	Boat Yard/Ice House	Cleaned up, Dump run - Shawn	Completed	4/17/26	Shawn - Sean
4/18/26	Fish Station	Put fish in trailer, covered and took to the dump	Completed	4/18/26	Marian
4/20/26	Fish Station	Dumped fish	Completed	4/20/26	Brent - Marian
4/20/26	Dewalt Pressure Washer	Replaced broken start cord	Completed	4/20/26	Brent
4/20/26	Commercial Bathroom	Fixed and replaced broken sink drain	Completed	4/20/26	Brent
4/20/26	Boat Yard	Hauled out "Swan"	Completed	4/20/26	Sean - Danielle
4/20/26	BI	Water main from D-F Leaking - Low tide dock was resting on line. Cut off leak and reattached	Completed	4/20/26	Brent
4/21/26	BBII Hallmark	Dug out holes for posts	Completed	4/21/26	Marian
4/21/26	Proposed dredge spoils dump area	Deliver 5 loads 4-6" Open	Completed	4/21/26	Brent
4/21/26	Basin 2 F-2	Fixed water line	Completed	4/21/26	Shawn - Sean
4/21/26	Boat Yard	Hauled out "Jennifer Anne"	Completed	4/21/26	Sean - Shawn
4/22/26	Hallmark	Obtained three quotes/proposals for electrical upgrade	Completed	4/22/26	Brent
4/22/26	RV Womens Restroom	Fixed ADA toilet - Not flushing. Found stop screwed in	Completed	4/22/26	Brent
4/22/26	Hallmark	Set posts for gate	Completed	4/22/26	Brent - Marian
4/22/26	Boat Yard	Hauled out Lee's Sport Boat	Completed	4/22/26	Sean - Brent
4/22/26	Basin 1	Pressure washed docks	Completed	4/22/26	Shawn
4/22/26	RV Park	Weed ate	Completed	4/22/26	Shawn
4/23/26	Hallmark	Added post for fence	Completed	4/23/26	Brent - Marian
4/23/26	Fuel Dock	Replaced two broken switches on fuel turbine controller	Completed	4/23/26	Brent
4/23/26	Basin 2, H-3 Sea Shift	Replaced 30amp breaker and receptacle. Power pedestal keeps tripping when items are plugged in on the boat. Temporarily plugged into pedestal "across the way"	Completed	4/23/26	Brent
4/23/26	RV Park	Moved blocks	Completed	4/23/26	Shawn
4/23/26	RV Park	Mowed and weed ate	Completed	4/23/26	Shawn

WORK ORDERS LOG
Port of Brookings Harbor
April 2026

Date	Location	Description of Work	Corrective Action	Date Completed	Completed By
4/23/26	BBI, G Dock	Pressure washed dock	Completed	4/23/26	Marian
4/24/26	Boat Yard	Hauled out "Maggie"	Completed	4/24/26	Sean - Danielle
4/24/26	Boat Yard	Hauled in Lee's Sport Boat	Completed	4/24/26	Sean - Danielle
4/24/26	Boat Yard	Hauled in "Swan"	Completed	4/24/26	Sean - Shawn
4/24/26	Boat Yard	Pressure washed EQ#3715 - CASE Tractor	Completed	4/24/26	Sean
4/24/26	Kite Field	Mowed half of kitefield - Throttle Broke	Completed	4/24/26	Shawn
4/24/26	RV Park	Weed ate	Completed	4/24/26	Shawn
4/27/26	EQ#4605	Greases and lubed wire rope	Completed	4/27/26	Brent - Sean
4/27/26	Riding Mower	Was able to temporarily fix - throttle cable broken. New cable has been ordered	Completed	4/27/26	Brent
4/27/26	Port	Mowed	Completed	4/27/26	Shawn
4/27/26	Boat Yard	Hauled in "Jennifer Anne"	Completed	4/27/26	Sean - Shawn
4/27/26	Steel Wall	Installed shrimp gear (outriggers, hopper, doors, door racks, winches, and net reel) on vessel "Darin Alan"	Completed	4/27/26	Travis - Gary
4/28/26	EQ#3710	Rivets holding-securing shroud broken. Added new rivets	Completed	4/28/26	Brent
4/28/26	Gear Storage @ Fuel Dock Entry	Pothole has exposed plumbing - Excavated and added valve box, topped with patch	Completed	4/28/26	Brent - Marian
4/28/26	Port	Mowed	Completed	4/28/26	Shawn
4/28/26	RV Park - Front Walkway/Port	Cleaned up weeds around RV Park walkway and around port	Completed	4/28/26	Marian
4/28/26	Commercial Grass Island	Cleaned Curbs	Completed	4/28/26	Shawn
4/28/26	Oil Dump	Recycled waste oil and filters	Completed	4/28/26	Brent - Thermo fluids
4/28/26	Fuel Dock	Changed out oil fuel filters	Completed	4/28/26	Brent - PP&T
4/29/26	Shop	Replaced broken toilet seat	Completed	4/29/26	Brent
4/29/26	BBI Commercial/Kite Field	Cut weeds along walkways and inbankments	Completed	4/29/26	Marian
4/29/26	Transient Dock/Upper Fuel Dock	Weed ate/Cleaned up	Completed	4/29/26	Shawn
4/29/26	Weed Eater Motor Head	Clamp not tightening - Fixed it	Completed	4/29/26	Brent
4/29/26	Fuel Dock	Removed trees on bank - Prepped area	Completed	4/29/26	Brent
4/29/26	Boat Yard & Steel Wall	Arranged removal of outriggers and metal	Completed	4/29/26	Brent
4/30/26	Fuel Dock	Removed trees from bank	Completed	4/30/26	Brent - Marian
4/30/26	Port	Weed ate	Completed	4/30/26	Shawn
					TOTAL: 138

PROJECT MANAGER REPORT

DATE: May 20, 2026
PERIOD: April 2026
TO: Port of Brookings Harbor Board of Commissioners
ISSUED BY: Gary Dehlinger, Project Manager

FEMA PW-189 Dredging Project

The Single Audit Report is still under review by the auditing company.

Core sampling was completed and samples sent to the laboratory for the new Joint Permit Application (Dredging 2027–2032).

EPA

The Technical Correction request is still under review by EPA HQ.

FEMA Hazard Mitigation Grant Program (HMGP)

- 1) **Commercial Area Project (Project involves Paving and Storm Drains)**
This project continues to be delayed due to the federal government shutdown.
- 2) **Boat Yard Project (Project involves Paving and Storm Drains)**
This project is on hold at this time pending the outcome of Commercial Area Project.

RV Park Storm Drain Improvement

Tidewater Construction was given the notice to proceed and to schedule with the Port when work starts for traffic control.

Commercial Dock Repairs

Steel plates were ordered for the temporary fix on the concrete deck. Stadelman Electric was given the notice to proceed ordering materials for the electrical repairs.

Basin Embankment Repairs

The Joint Permit Application (JPA) process is continuing with (USACE), (DSL), (ODEQ), (DLCD).

SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

DATE: May 20, 2026
RE: April 2026
TO: Travis Webster, Port Manager
ISSUED BY: Danielle King, Safety, Security & Environmental Coordinator

SAFETY

- Port staff were trained in distracted and defensive driving.

INCIDENTS

Port recorded (1) incidents for the month of April. Issues included:

- Vessel washed onto shore. Staff brought vessel to the parking lot and placed it onto a trailer.

SECURITY

Apex Private Security and Port recorded (30) security issues for the month of April. Issues included:

- (5) Overnight Parking
- (25) Ticket Violations in the Boat Launch Parking Lot

ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).
- Forth stormwater test was completed on April 15, 2026.

FINANCIAL SUMMARY

DATE: May 20, 2026
RE: Month End Report for April 2026
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: April Walker, Office Manager

April 2026 Financial Report – Overview

Balance Sheet

- Unrestricted Cash and Equivalents totaled \$562,147
- Restricted Cash and Equivalents totaled \$668,405
- Total Checking/Savings (cash) at \$1,230,552

April Profit & Loss

- Total revenue for all funds was \$534,235
- Total expense for all funds was \$384,757
- The net income for April was \$149,478

April Program Revenues		April Program Expenditures		Net
Beachfront RV Park	\$80,503	\$41,139		\$39,364
Commercial / Retail	\$33,889	\$34,622		(\$733)
Fuel Dock	\$78,094	\$83,580		(\$5,486)
Marina	\$111,683	\$79,179		\$32,504
Total General Fund	\$304,169	\$238,520		\$65,649

Budget Performance FY 2025-2026

- Total income for all funds is 77.71% with total general fund program revenues at 89.60%
- Total expenditure for all funds is 60.39% with general fund expenditure at 70.08%

Notes for April Financial Report

- Received FEMA PW189 reimbursement in the amount of \$57,747.90
- Received Business Oregon PW189 reimbursement in the amount of \$32,624.00
- Paid 1st QTR Transient Lodging Tax in the amount of \$7,458.95 county / \$1,118.84 state
- Completed Proposed Budget for FY 2026-27

Expenditures include spending on Dredging (FEMA), Wastewater Treatment Plant (EPA), and Hazard Mitigation (HMGP).

Outstanding Reimbursements are as follows:

Project Agency	Project Name	Total Amount Submitted	Federal Share Amount	Other Share Amount	Amount Received	Amount Outstanding
FEMA PW-189	Dredging 75%	1,490,784.14	1,118,088.11	372,696.04	1,081,586.49	(409,197.65)
EPA	WWTP	315,283.41	252,226.73	63,056.68	252,226.72	(63,056.69)
HMGP 4452-05 Commer.		39,546.00	-	39,546.00	-	(39,546.00)
FEMA-B-OR PW-189	Dredging 25%				341,279.00	341,279.00
FEMA PW-190		28,212.51	28,212.51		28,212.51	-
HMGP 4499-20 Boat Yard		5,250.00	-	5,250.00	-	(5,250.00)
Totals		1,873,826.06	1,398,527.35	480,548.71	1,703,304.72	(175,771.34)

Attachments

- **Port Balance Sheet: April 2026, 3 pages**
- **Profit & Loss: April 2026, 4 pages**
- **Profit & Loss General Fund: April 2026, 4 pages**
- **Profit & Loss Budget Performance: FY July 1, 2025 - June 30, 2026, 5 pages**
- **Check Detail Report: April 2026, 4 pages**
- **Purchases by Vendor: April 2026, 2 pages**

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

Port of Brookings Harbor

Balance Sheet

As of Apr 30, 2026

	TOTAL
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Assets	
Current Assets	
Bank Accounts	
100 UNRESTRICTED CASH & EQUIVALENTS	
10101 Petty Cash	374.00
10102 COUNTER CASH	
10102.1 Office/Reception Cash Drawer	400.00
10102.2 RV Park Cash Drawer	510.00
10102.3 Fuel Dock Cash Drawer	800.00
Total for 10102 COUNTER CASH	\$1,710.00
101 GENERAL FUND CHECKING & LGIP	
10103 General Funds Ckg Columbia Bank 3634	111,812.50
10106 General Fund LGIP 6017	362,299.38
10107 Dredging LGIP 6254	85,950.92
Total for 101 GENERAL FUND CHECKING & LGIP	\$560,062.80
Total for 100 UNRESTRICTED CASH & EQUIVALENTS	\$562,146.80
110 RESTRICTED CASH & EQUIVALENTS	
104 RESTRICTED MONEY MKT & CHECKING	
20104 USDA BOND Columbia Bank MM 9529	2,522.82
30104 Debt Service Columbia Bank MM 8627	\$2,500.52
60104 OR FFC 2020 Debt Service	0.00
Total for 30104 Debt Service Columbia Bank MM 8627	\$2,500.52
40104 Capital Projects Columbia Bank 8018	3,695.76
Total for 104 RESTRICTED MONEY MKT & CHECKING	\$8,719.10
105 RESTRICTED LGIP	
20105 USDA Bond Fund LGIP 6021	92,500.07
30105 IFA Debt Service Fund LGIP 6020	63,584.90
50105 Reserve Fund LGIP 6018	\$456,654.53
50105.2 Landing Fees	43,512.77
Total for 50105 Reserve Fund LGIP 6018	\$500,167.30
70105 Capital Projects LGIP 6273	3,434.09
Total for 105 RESTRICTED LGIP	\$659,686.36
Total for 110 RESTRICTED CASH & EQUIVALENTS	\$668,405.46
Total for Bank Accounts	\$1,230,552.26
Accounts Receivable	
120 ACCOUNTS RECEIVABLE	161,954.68
Total for Accounts Receivable	\$161,954.68
Other Current Assets	
130 DUE FROM TRANSFERS	
10130 Due from General Fund	11,861.20
30130 Due from Debt Service Fund	1,121.30
40130 Due from Capital Projects Fund	530,216.46
45130 Due from Reserve Fund	0.00

Port of Brookings Harbor

Balance Sheet

As of Apr 30, 2026

	TOTAL
Total for 130 DUE FROM TRANSFERS	\$543,198.96
150 Undeposited Funds	0.00
Total for Other Current Assets	\$543,198.96
Total for Current Assets	\$1,935,705.90
Total for Assets	\$1,935,705.90
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
200 ACCOUNTS PAYABLE	
10201 General Fund Accounts Payable	79,348.95
40202 Capital Projects Accts Payable	0.00
60203 Port Const. Accounts Payable	0.00
Total for 200 ACCOUNTS PAYABLE	\$79,348.95
Total for Accounts Payable	\$79,348.95
Other Current Liabilities	
100222 Payroll Liabilities	
10222 HealthCare Premium - Dependent	(1,493.74)
10224 SEP IRA	0.00
10225 P/R Taxes Payable	
10225.1 Fed P/R Taxes Payable	0.00
10225.2 WBF	0.00
10225.3 State P/R Tax Payable	0.00
10225.4 State PFML Tax Payable	0.00
Total for 10225 P/R Taxes Payable	\$0.00
Total for 100222 Payroll Liabilities	(\$1,493.74)
10226 Lodging Tax Payable	(\$9,991.70)
Sales Tax Payable	(61,543.36)
Total for 10226 Lodging Tax Payable	(\$71,535.06)
230 DUE TO TRANSFERS	
10230 Due to General Fund	246.20
30230 Due to Debt Service Fund	0.00
40230 Due To General Fund from CP	521,066.23
40231 Due to Capital Projects Fund	0.00
50130 Due to Reserve Fund	10,225.80
Total for 230 DUE TO TRANSFERS	\$531,538.23
Curry County TLT Payable	89,044.12
Oregon Lodging Tax Payable	15,642.89
Sales Tax Payable	(10,132.80)
Total for Other Current Liabilities	\$553,063.64
Total for Current Liabilities	\$632,412.59
Total for Liabilities	\$632,412.59

Port of Brookings Harbor

Balance Sheet

As of Apr 30, 2026

	TOTAL
Equity	
30000 Opening Balance Equity	0.00
300 Fund Balance	
301 Unappropriated Balance	
10301 General Fund Unappropriated Bal	597,924.51
20301 Revenue Bond Unappropriate Bal	113,704.75
30301 Debt Service Unappropriated Bal	39,264.99
40301 Capital Project Unappropriated	(285,628.37)
50301 Reserve Fund Unappropriated Bal	448,695.59
70301 Port Const. Fund Unappropriated	(22,431.96)
Total for 301 Unappropriated Balance	\$891,529.51
302 Appropriated Carryover	
10302 General Fund Appropriated Carry	(597,924.51)
20302 Revenue Bond Appropriated Carry	(113,704.75)
30302 Debt Service Appropriated Carry	(39,264.99)
40302 Capital Proj Appropriated Carry	285,628.37
50302 Reserve Fund Appropriated Carry	(448,695.59)
70302 Port Const. Fund Appropriated	22,431.96
Total for 302 Appropriated Carryover	(\$891,529.51)
Total for 300 Fund Balance	(\$0.00)
340 NET POSITIONS	
10340 Restricted for Other Purposes	0.00
Total for 340 NET POSITIONS	\$0.00
3900 RETAINED EARNINGS	24,632.60
Net Income	1,278,660.71
Total for Equity	\$1,303,293.31
Total for Liabilities and Equity	\$1,935,705.90

Port of Brookings Harbor

Profit and Loss

April 2026

	TOTAL
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Income	
400 REVENUES	
401 GENERAL FUND REVENUES	
10412 Property Tax Current	1,957.18
10413 Property Tax Prior	422.91
10419 Transfer to General Fund	90,371.90
Total for 401 GENERAL FUND REVENUES	\$92,751.99
402 GENERAL FUND PROGRAM REVENUES	
10421 MARINA	
10421.2 MOORAGE	
10421.3 Commercial Slip Rent	14,731.08
10421.4 Recreational Slip Rent	49,134.26
10421.5 Transient	2,201.99
10421.6 Daily Moorage/Kiosk	675.00
Total for 10421.2 MOORAGE	\$66,742.33
10422 Boat Launch	4,967.00
10423 STORAGE	
10423.1 Gear Storage	16,970.33
10423.2 Boat Storage	2,080.00
Total for 10423 STORAGE	\$19,050.33
10424 ADMINISTRATIVE FEES	\$1,037.05
10424.1 Merchant Fee	895.72
Total for 10424 ADMINISTRATIVE FEES	\$1,932.77
10425 MARINE SERVICES	
10425.1 Travelift	5,214.46
10425.2 12 K Telehandler	1,592.50
10425.3 Other Sales & Fees	5,091.22
10425.4 Public Hoist	226.82
Total for 10425 MARINE SERVICES	\$12,125.00
10426 EVENTS ON PORT PROPERTY	622.00
Total for 10421 MARINA	\$105,439.43
10427 BEACHFRONT RV PARK	
10427.1 Space Rental	75,462.86
10427.2 Other Sales & Fees	5,040.40
Total for 10427 BEACHFRONT RV PARK	\$80,503.26
10428 COMMERCIAL RETAIL	
10428.1 Retail Property	20,325.37
10428.2 Docks	10,531.55
10428.3 CPI and Other Fees	3,007.45
Total for 10428 COMMERCIAL RETAIL	\$33,864.37
10429 FUEL DOCK	77,523.58
10430 Landing Fees	6,974.58
Total for 402 GENERAL FUND PROGRAM REVENUES	\$304,305.22

Port of Brookings Harbor

Profit and Loss

April 2026

	TOTAL
420 USDA REVENUE BOND FUND	
20414 Interest Revenue Bond Fund	0.02
20419 Transfer to USDA Bond Fund	10,843.00
Total for 420 USDA REVENUE BOND FUND	\$10,843.02
430 DEBT SERVICE FUND REVENUE	
30414 Interest Debt Service Fund	0.03
30419 Transfer to Debt Service Fund	25,835.00
Total for 430 DEBT SERVICE FUND REVENUE	\$25,835.03
440 CAPITAL PROJECTS FUND REVENUE	
40416 Government Funding	
40416.4 FEMA- Dredging PW 189	57,747.90
40416.8 Business Oregon Match-Dredging	32,624.00
Total for 40416 Government Funding	\$90,371.90
Total for 440 CAPITAL PROJECTS FUND REVENUE	\$90,371.90
450 RESERVE FUND REVENUE	
50427 General Reserve	1,000.00
50428 Capital Replacement Reserve	1,000.00
50429 Dredging Reserve	3,318.25
Total for 450 RESERVE FUND REVENUE	\$5,318.25
460 DEBT SERV. RV PARK IMPROV. FUND	
60419 Transfer OR FFC 2020 Debt Serv.	4,809.87
Total for 460 DEBT SERV. RV PARK IMPROV. FUND	\$4,809.87
Total for 400 REVENUES	\$534,235.28
Total for Income	\$534,235.28
Gross Profit	\$534,235.28
Expenses	
600 GENERAL FUND EXPENDITURES	
10900 Operating Transfers Out General	43,487.87
500 PERSONNEL SERVICES	
10502 Office Staff	13,849.24
10504 Operations Staff	33,202.87
10506 Overtime	805.99
10508 Payroll Taxes/Costs/Benefits	
10508.2 Sick Leave Benefit	489.12
10508.3 Vacation	11,805.77
10508.4 Payroll Taxes	5,507.57
10508.5 SEP Retirement	6,015.19
Total for 10508 Payroll Taxes/Costs/Benefits	\$23,817.65
10510 Health Care and Dental	11,330.00
10512 Workers Compensation	1,087.12
Total for 500 PERSONNEL SERVICES	\$84,092.87

Port of Brookings Harbor

Profit and Loss

April 2026

	TOTAL
601 GENERAL FUND Material & Service	
10601 ADVERTISING & NOTIFICATIONS	107.63
10602 REPAIRS & MAINTENANCE	
10602.1 Equip. Repair/Maintenance	670.96
10602.2 Supplies	10,342.37
10602.3 Services	4,415.55
Total for 10602 REPAIRS & MAINTENANCE	\$15,428.88
10603 FUEL purchased for resale	71,207.20
10605 UTILITIES	
10605.1 Electric	9,344.83
10605.3 Sanitary	4,574.36
10605.5 Telecommunications	1,627.30
10605.6 Waste Removal	6,117.99
10605.7 Water	3,196.56
Total for 10605 UTILITIES	\$24,861.04
10606 OFFICE EXPENSE	2,138.26
10607 BANK SERVICE & FINANCE FEES	5,009.87
10609 PERMITS, LICENSES, TAXES & MISC	1,933.57
10610 INSURANCE; PROP & CAS, BOND	16,788.89
10611 PROFESSIONAL FEES	
10611.1 Accounting/Auditing	5,800.00
10611.2 Attorney	1,760.00
10611.3 Engineering	2,880.00
10611.4 Other Support/Consultant	2,940.20
Total for 10611 PROFESSIONAL FEES	\$13,380.20
Total for 601 GENERAL FUND Material & Service	\$150,855.54
710 GENERAL FUND CAPITAL OUTLAY	
10702 Land Improvements	6,062.58
Total for 710 GENERAL FUND CAPITAL OUTLAY	\$6,062.58
Total for 600 GENERAL FUND EXPENDITURES	\$284,498.86
640 CAPT. PROJ. EXPENDITURES	
40607 Capital Projects - Bank Fees	7.50
40900 Operating Transfers Out Capital	90,371.90
740 CAPT. PROJ. CAPITAL OUTLAY	
40702 Land Improvement - Capt Proj	
40702.4 FEMA- Dredging PW 189	4,674.00
40702.8 Business Oregon- Dredging	394.67
Total for 40702 Land Improvement - Capt Proj	\$5,068.67
Total for 740 CAPT. PROJ. CAPITAL OUTLAY	\$5,068.67
Total for 640 CAPT. PROJ. EXPENDITURES	\$95,448.07

Port of Brookings Harbor

Profit and Loss

April 2026

	TOTAL
660 DEBT SERV. RV PARK EXPENDITURES	
60806P RV Park Improv. Loan Principal	3,660.95
60815I RV Park Improv. Loan Interest	1,148.92
Total for 660 DEBT SERV. RV PARK EXPENDITURES	\$4,809.87
Total for Expenses	\$384,756.80
Net Operating Income	\$149,478.48
Net Other Income	
Net Income	\$149,478.48

Port of Brookings Harbor

Profit and Loss - General Fund

April 2026

	GENERAL FUND	BEACHFRONT RV PARK	COMMERCIAL RETAIL	FUEL DOCK	MARINA	TOTAL FOR GENERAL FUND	TOTAL
Income							
400 REVENUES							
402 GENERAL FUND PROGRAM REVENUES							
10421 MARINA							
10421.2 MOORAGE							
10421.3 Commercial Slip Rent					14,731.08	14,731.08	14,731.08
10421.4 Recreational Slip Rent					49,134.26	49,134.26	49,134.26
10421.5 Transient					2,201.99	2,201.99	2,201.99
10421.6 Daily Moorage/Kiosk					675.00	675.00	675.00
Total for 10421.2 MOORAGE					66,742.33	66,742.33	\$66,742.33
10422 Boat Launch					4,967.00	4,967.00	4,967.00
10423 STORAGE							
10423.1 Gear Storage					16,970.33	16,970.33	16,970.33
10423.2 Boat Storage					2,080.00	2,080.00	2,080.00
Total for 10423 STORAGE					19,050.33	19,050.33	\$19,050.33
10424 ADMINISTRATIVE FEES							
10424.1 Merchant Fee			26.58	570.41	291.84	888.83	888.83
Total for 10424 ADMINISTRATIVE FEES			26.58	570.41	1,201.84	1,798.83	\$1,798.83
10425 MARINE SERVICES							
10425.1 Travelift					5,214.46	5,214.46	5,214.46
10425.2 12 K Telehandler					1,592.50	1,592.50	1,592.50
10425.3 Other Sales & Fees					5,091.22	5,091.22	5,091.22
10425.4 Public Hoist					226.82	226.82	226.82
Total for 10425 MARINE SERVICES					12,125.00	12,125.00	\$12,125.00
10426 EVENTS ON PORT PROPERTY							
					622.00	622.00	622.00
Total for 10421 MARINA			26.58	570.41	104,708.50	105,305.49	\$105,305.49
10427 BEACHFRONT RV PARK							
10427.1 Space Rental		75,462.86				75,462.86	75,462.86
10427.2 Other Sales & Fees		5,040.40				5,040.40	5,040.40

Port of Brookings Harbor

Profit and Loss - General Fund

April 2026

	GENERAL FUND	BEACHFRONT RV PARK	COMMERCIAL RETAIL	FUEL DOCK	MARINA	TOTAL FOR GENERAL FUND	TOTAL
Total for 10427 BEACHFRONT RV PARK		80,503.26				80,503.26	\$80,503.26
10428 COMMERCIAL RETAIL							
10428.1 Retail Property			20,325.37			20,325.37	20,325.37
10428.2 Docks			10,531.55			10,531.55	10,531.55
10428.3 CPI and Other Fees			3,005.09			3,005.09	3,005.09
Total for 10428 COMMERCIAL RETAIL			33,862.01			33,862.01	\$33,862.01
10429 FUEL DOCK				77,523.58		77,523.58	77,523.58
10430 Landing Fees					6,974.58	6,974.58	6,974.58
Total for 402 GENERAL FUND PROGRAM REVENUES		80,503.26	33,888.59	78,093.99	111,683.08	304,168.92	\$304,168.92
Total for 400 REVENUES		80,503.26	33,888.59	78,093.99	111,683.08	304,168.92	\$304,168.92
Total for Income		80,503.26	33,888.59	78,093.99	111,683.08	304,168.92	\$304,168.92
<hr/>							
Cost of Goods Sold							
Gross Profit		80,503.26	33,888.59	78,093.99	111,683.08	304,168.92	\$304,168.92
<hr/>							
Expenses							
600 GENERAL FUND EXPENDITURES							
500 PERSONNEL SERVICES							
10502 Office Staff		3,462.31	3,462.31	1,384.93	5,539.69	13,849.24	13,849.24
10504 Operations Staff		8,300.72	8,300.72	3,320.28	13,281.15	33,202.87	33,202.87
10506 Overtime		201.50	201.50	80.60	322.39	805.99	805.99
10508 Payroll Taxes/Costs/Benefits							
10508.2 Sick Leave Benefit		122.28	122.28	48.91	195.65	489.12	489.12
10508.3 Vacation		2,951.45	2,951.45	1,180.56	4,722.31	11,805.77	11,805.77
10508.4 Payroll Taxes		1,376.89	1,376.89	550.71	2,203.08	5,507.57	5,507.57
10508.5 SEP Retirement		1,503.79	1,503.79	601.54	2,406.07	6,015.19	6,015.19
Total for 10508 Payroll Taxes/Costs/Benefits		5,954.41	5,954.41	2,381.72	9,527.11	23,817.65	\$23,817.65
10510 Health Care and Dental		2,832.50	2,832.50	1,133.00	4,532.00	11,330.00	11,330.00
10512 Workers Compensation		271.78	271.78	108.71	434.85	1,087.12	1,087.12
Total for 500 PERSONNEL SERVICES		21,023.22	21,023.22	8,409.24	33,637.19	84,092.87	\$84,092.87

Port of Brookings Harbor

Profit and Loss - General Fund

April 2026

	GENERAL FUND	BEACHFRONT RV PARK	COMMERCIAL RETAIL	FUEL DOCK	MARINA	TOTAL FOR GENERAL FUND	TOTAL
601 GENERAL FUND Material & Service							
10601 ADVERTISING & NOTIFICATIONS		5.38	91.49	2.15	8.61	107.63	107.63
10602 REPAIRS & MAINTENANCE							
10602.1 Equip. Repair/Maintenance					670.96	670.96	670.96
10602.2 Supplies		2,005.46	2,076.59	1,665.54	4,594.78	10,342.37	10,342.37
10602.3 Services		1,178.18	2,128.56		1,108.81	4,415.55	4,415.55
Total for 10602 REPAIRS & MAINTENANCE		3,183.64	4,205.15	1,665.54	6,374.55	15,428.88	\$15,428.88
10603 FUEL purchased for resale				71,207.20		71,207.20	71,207.20
10605 UTILITIES							
10605.1 Electric		1,280.40	407.84	61.88	7,594.71	9,344.83	9,344.83
10605.3 Sanitary		475.34	2,750.06	46.54	1,302.42	4,574.36	4,574.36
10605.5 Telecommunications		299.18	49.18	19.67	1,192.82	1,560.85	1,560.85
10605.6 Waste Removal		1,531.13	697.20		3,889.66	6,117.99	6,117.99
10605.7 Water		145.55	216.49	30.00	2,804.52	3,196.56	3,196.56
Total for 10605 UTILITIES		3,731.60	4,120.77	158.09	16,784.13	24,794.59	\$24,794.59
10606 OFFICE EXPENSE		584.55	516.39	206.57	830.75	2,138.26	2,138.26
10607 BANK SERVICE & FINANCE FEES		3,037.07	30.00	1,199.05	725.18	4,991.30	4,991.30
10609 PERMITS, LICENSES, TAXES & MISC		19.95			1,663.62	1,683.57	1,683.57
10610 INSURANCE; PROP & CAS, BOND		1,636.29	2,979.55	69.75	12,103.30	16,788.89	16,788.89
10611 PROFESSIONAL FEES							
10611.1 Accounting/Auditing		1,450.00	1,450.00	580.00	2,320.00	5,800.00	5,800.00
10611.2 Attorney		66.00	66.00	26.40	1,601.60	1,760.00	1,760.00
10611.3 Engineering					2,880.00	2,880.00	2,880.00
10611.4 Other Support/Consultant		338.56	139.56	55.81	250.27	784.20	784.20
Total for 10611 PROFESSIONAL FEES		1,854.56	1,655.56	662.21	7,051.87	11,224.20	\$11,224.20
Total for 601 GENERAL FUND Material & Service		14,053.04	13,598.91	75,170.56	45,542.01	148,364.52	\$148,364.52

Port of Brookings Harbor

Profit and Loss - General Fund

April 2026

	GENERAL FUND	BEACHFRONT RV PARK	COMMERCIAL RETAIL	FUEL DOCK	MARINA	TOTAL FOR GENERAL FUND	TOTAL
710 GENERAL FUND CAPITAL OUTLAY							
10702 Land Improvements		6,062.58				6,062.58	6,062.58
Total for 710 GENERAL FUND CAPITAL OUTLAY		6,062.58				6,062.58	\$6,062.58
Total for 600 GENERAL FUND EXPENDITURES		41,138.84	34,622.13	83,579.80	79,179.20	238,519.97	\$238,519.97
Total for Expenses		41,138.84	34,622.13	83,579.80	79,179.20	238,519.97	\$238,519.97
Net Operating Income		39,364.42	(733.54)	(5,485.81)	32,503.88	65,648.95	\$65,648.95
Other Income							
Other Expenses							
Net Other Income							
Net Income		39,364.42	(733.54)	(5,485.81)	32,503.88	65,648.95	\$65,648.95

Port of Brookings Harbor

Profit & Loss Budget Performance FY 2025-2026

July 2025 - June 2026

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
400 REVENUES			
401 GENERAL FUND REVENUES			
10411 Cash Carry Over	597,924.51	425,000.00	140.69 %
10412 Property Tax Current	291,893.91	280,000.00	104.25 %
10413 Property Tax Prior	8,172.56	10,000.00	81.73 %
10414 Interest General Fund	10,112.31	15,000.00	67.42 %
10417 Assets Sales	225.00	5,000.00	4.50 %
10418 Miscellaneous	5,719.67	10,000.00	57.20 %
10419 Transfer to General Fund	305,781.87	540,000.00	56.63 %
10420 Grants & Other Funding - GF	17,921.25		
Total 401 GENERAL FUND REVENUES	1,237,751.08	1,285,000.00	96.32 %
402 GENERAL FUND PROGRAM REVENUES			
10421 MARINA		850,000.00	
10421.2 MOORAGE			
10421.3 Commercial Slip Rent	151,391.74		
10421.4 Recreational Slip Rent	315,501.58		
10421.5 Transient	25,914.74		
10421.6 Daily Moorage/Kiosk	10,201.00		
Total 10421.2 MOORAGE	503,009.06		
10422 Boat Launch	38,157.75		
10423 STORAGE			
10423.1 Gear Storage	72,686.14		
10423.2 Boat Storage	37,535.04		
Total 10423 STORAGE	110,221.18		
10424 ADMINISTRATIVE FEES			
10421.7 Charter Fee/Kiosk	2,100.00		
10424.1 Merchant Fee	11,351.45		
Total 10424 ADMINISTRATIVE FEES	24,760.83		
10425 MARINE SERVICES			
10425.1 Travelift	38,375.06		
10425.2 12 K Telehandler	8,618.37		
10425.3 Other Sales & Fees	92,879.45		
10425.4 Public Hoist	9,482.46		
Total 10425 MARINE SERVICES	149,355.34		
10426 EVENTS ON PORT PROPERTY	17,289.41		
Total 10421 MARINA	842,793.57	850,000.00	99.15 %
10427 BEACHFRONT RV PARK			
10427.1 Space Rental	639,313.48	850,000.00	
10427.2 Other Sales & Fees	56,262.20		
Total 10427 BEACHFRONT RV PARK	695,575.68	850,000.00	81.83 %
10428 COMMERCIAL RETAIL		650,000.00	

Port of Brookings Harbor

Profit & Loss Budget Performance FY 2025-2026

July 2025 - June 2026

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
10428.1 Retail Property	304,615.58		
10428.2 Docks	160,537.41		
10428.3 CPI and Other Fees	56,846.09		
Total 10428 COMMERCIAL RETAIL	521,999.08	650,000.00	80.31 %
10429 FUEL DOCK	817,984.42	880,000.00	92.95 %
10430 Landing Fees	24,654.52	10,000.00	246.55 %
Total 402 GENERAL FUND PROGRAM REVENUES	2,903,007.27	3,240,000.00	89.60 %
420 USDA REVENUE BOND FUND			
20411 Cash Carry Over - USDA Revenue	113,704.75	112,500.00	101.07 %
20414 Interest Revenue Bond Fund	3,008.14	3,500.00	85.95 %
20419 Transfer to USDA Bond Fund	119,273.00	130,120.00	91.66 %
Total 420 USDA REVENUE BOND FUND	235,985.89	246,120.00	95.88 %
430 DEBT SERVICE FUND REVENUE			
30411 Cash Carry Over - Debt Service	39,264.99	37,500.00	104.71 %
30414 Interest Debt Service Fund	2,119.73	3,000.00	70.66 %
30419 Transfer to Debt Service Fund	284,185.00	310,000.00	91.67 %
Total 430 DEBT SERVICE FUND REVENUE	325,569.72	350,500.00	92.89 %
440 CAPITAL PROJECTS FUND REVENUE			
40411 Cash Carry Over - Capt Proj	(285,628.37)	5,800.00	(4,924.63 %)
40416 Government Funding			
40416.4 FEMA- Dredging PW 189	177,638.49	270,000.00	65.79 %
40416.5 FEMA- Dredging PW 190 (Admin)	1,593.20	20,000.00	7.97 %
40416.6 EPA- Wastewater Treatment Plant	46,763.18	160,000.00	29.23 %
40416.8 Business Oregon Match-Dredging	79,787.00	90,000.00	88.65 %
Total 40416 Government Funding	305,781.87	540,000.00	56.63 %
40419 Transfer to Capital Project	34,995.85	540,000.00	6.48 %
70414 Interest Capital Project Fund	110.46	150.00	73.64 %
Total 440 CAPITAL PROJECTS FUND REVENUE	55,259.81	1,085,950.00	5.09 %
450 RESERVE FUND REVENUE			
50411 Cash Carry Over - Reserve Fund	448,695.59	512,000.00	87.64 %
50414 Interest Reserve Fund	15,309.10	18,000.00	85.05 %
50427 General Reserve	11,000.00	12,000.00	91.67 %
50428 Capital Replacement Reserve	11,000.00	12,000.00	91.67 %
50429 Dredging Reserve	11,861.20	10,000.00	118.61 %
50430 Landing Fees	24,723.99	10,000.00	247.24 %
Total 450 RESERVE FUND REVENUE	522,589.88	574,000.00	91.04 %
460 DEBT SERV. RV PARK IMPROV. FUND			
60419 Transfer OR FFC 2020 Debt Serv.	52,908.57	57,718.00	91.67 %
Total 460 DEBT SERV. RV PARK IMPROV. FUND	52,908.57	57,718.00	91.67 %
Total 400 REVENUES	5,333,072.22	6,839,288.00	77.98 %
Unapplied Cash Payment Income	(18,521.46)		

Port of Brookings Harbor

Profit & Loss Budget Performance FY 2025-2026

July 2025 - June 2026

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Total Income	\$5,314,550.76	\$6,839,288.00	77.71 %
GROSS PROFIT	\$5,314,550.76	\$6,839,288.00	77.71 %
Expenses			
600 GENERAL FUND EXPENDITURES			
10900 Operating Transfers Out General	538,086.41	1,037,838.00	51.85 %
500 PERSONNEL SERVICES			
10502 Office Staff	157,562.86	181,428.00	86.85 %
10504 Operations Staff	387,775.00	440,440.00	88.04 %
10506 Overtime	7,096.88	15,000.00	47.31 %
10508 Payroll Taxes/Costs/Benefits		220,000.00	
10508.1 Paid Holidays	17,240.76		
10508.2 Sick Leave Benefit	9,631.97		
10508.3 Vacation	38,772.05		
10508.4 Payroll Taxes	53,721.27		
10508.5 SEP Retirement	59,081.52		
Total 10508 Payroll Taxes/Costs/Benefits	178,447.57	220,000.00	81.11 %
10510 Health Care and Dental	110,210.00	140,000.00	78.72 %
10512 Workers Compensation	11,343.97	20,000.00	56.72 %
Total 500 PERSONNEL SERVICES	852,436.28	1,016,868.00	83.83 %
601 GENERAL FUND Material & Service			
10601 ADVERTISING & NOTIFICATIONS	3,828.89	7,500.00	51.05 %
10602 REPAIRS & MAINTENANCE	1,781.79	350,000.00	0.51 %
10602.1 Equip. Repair/Maintenance	59,098.39		
10602.2 Supplies	140,672.27		
10602.3 Services	65,812.66		
Total 10602 REPAIRS & MAINTENANCE	267,365.11	350,000.00	76.39 %
10603 FUEL purchased for resale	671,942.95	750,000.00	89.59 %
10605 UTILITIES		325,000.00	
10605.1 Electric	93,366.90		
10605.3 Sanitary	55,886.89		
10605.5 Telecommunications	19,769.96		
10605.6 Waste Removal	71,336.96		
10605.7 Water	25,643.96		
Total 10605 UTILITIES	266,004.67	325,000.00	81.85 %
10606 OFFICE EXPENSE	19,102.14	37,000.00	51.63 %
10607 BANK SERVICE & FINANCE FEES	48,955.07	72,000.00	67.99 %
10608 TRAINING & TRAVEL	4,344.14	10,000.00	43.44 %
10609 PERMITS, LICENSES, TAXES & MISC	50,252.37	50,000.00	100.50 %
10610 INSURANCE; PROP & CAS, BOND	164,043.57	225,000.00	72.91 %
10611 PROFESSIONAL FEES		220,000.00	
10611.1 Accounting/Auditing	5,800.00		
10611.2 Attorney	4,555.00		

Port of Brookings Harbor

Profit & Loss Budget Performance FY 2025-2026

July 2025 - June 2026

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
10611.3 Engineering	38,495.00		
10611.4 Other Support/Consultant	36,821.69		
Total 10611 PROFESSIONAL FEES	85,671.69	220,000.00	38.94 %
Total 601 GENERAL FUND Material & Service	1,581,510.60	2,046,500.00	77.28 %
710 GENERAL FUND CAPITAL OUTLAY			
10702 Land Improvements	14,965.95	180,500.00	8.29 %
10703 Buildings	175,684.35	198,000.00	88.73 %
10704 Equipment		15,000.00	
10705 Docks	6,814.00	20,000.00	34.07 %
Total 710 GENERAL FUND CAPITAL OUTLAY	197,464.30	413,500.00	47.75 %
920 OPERATING CONTINGENCY		7,794.00	
Total 600 GENERAL FUND EXPENDITURES	3,169,497.59	4,522,500.00	70.08 %
620 USDA REVENUE BOND EXPENDITURES			
20801P USDA Revenue Bond Principal	97,126.60	97,140.00	99.99 %
20810I USDA Revenue Bond Interest	32,993.40	32,980.00	100.04 %
Total 620 USDA REVENUE BOND EXPENDITURES	130,120.00	130,120.00	100.00 %
630 DEBT SERVICE FUND EXPENDITURES			
30802P IFA PRINCIPAL		310,000.00	
30802.1 OBDD #520139/Boardwalk Prin	11,380.38		
30802.2 OBDD #525172/RV Park Prin.	10,262.76		
30802.3 OBDD #525176/Green Bldg Prn	18,072.27		
30802.4 OBDD #525181/EurekaFish Prn	11,738.94		
30802.5 SPWF #L02009/Cold Strg Prin	166,990.86		
30802.9 SPWF X03004/Eureka Fishery Prin	14,054.79		
Total 30802P IFA PRINCIPAL	232,500.00	310,000.00	75.00 %
Total 630 DEBT SERVICE FUND EXPENDITURES	232,500.00	310,000.00	75.00 %
640 CAPT. PROJ. EXPENDITURES			
40607 Capital Projects - Bank Fees	54.50		
40900 Operating Transfers Out Capital	305,781.87	540,000.00	56.63 %
740 CAPT. PROJ. CAPITAL OUTLAY			
40702 Land Improvement - Capt Proj			
40702.4 FEMA- Dredging PW 189	153,811.71	270,000.00	56.97 %
40702.5 FEMA- Dredging PW 190 (Admin)	309.98	20,000.00	1.55 %
40702.6 EPA- Wastewater Treatment Plant	42,075.00	160,000.00	26.30 %
40702.8 Business Oregon- Dredging	47,638.24	90,000.00	52.93 %
Total 40702 Land Improvement - Capt Proj	243,834.93	540,000.00	45.15 %
Total 740 CAPT. PROJ. CAPITAL OUTLAY	243,834.93	540,000.00	45.15 %
Total 640 CAPT. PROJ. EXPENDITURES	549,671.30	1,080,000.00	50.90 %
650 RESERVE FUND EXPENDITURES			
50200 RESERVE for FUTURE EXPENDITURE		574,000.00	
Total 650 RESERVE FUND EXPENDITURES		574,000.00	

Port of Brookings Harbor

Profit & Loss Budget Performance FY 2025-2026

July 2025 - June 2026

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
660 DEBT SERV. RV PARK EXPENDITURES			
60806P RV Park Improv. Loan Principal	36,209.43	43,559.00	83.13 %
60815I RV Park Improv. Loan Interest	11,889.27	14,159.00	83.97 %
Total 660 DEBT SERV. RV PARK EXPENDITURES	48,098.70	57,718.00	83.33 %
930 Fund Balances			
10930 Unappropriated Balance GF		2,500.00	
20930 Unappropriated Balance-USDA		116,000.00	
30930 Unappropriated Balance Debt		40,500.00	
40930 Unappropriated Balance Capt Pro		5,950.00	
Total 930 Fund Balances		164,950.00	
Unapplied Cash Bill Payment Expense	539.00		
Total Expenses	\$4,130,426.59	\$6,839,288.00	60.39 %
NET OPERATING INCOME	\$1,184,124.17	\$0.00	0.00%
NET INCOME	\$1,184,124.17	\$0.00	0.00%

Port of Brookings Harbor

Check Detail

April 2026

DATE	NUM	VENDOR	AMOUNT
04/15/2026	12503	SentrySafe	0.00
Total for --			\$0.00
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100 UNRESTRICTED CASH & EQUIVALENTS			
101 GENERAL FUND CHECKING & LGIP			
10103 General Funds Ckg Columbia Bank 3634			
04/01/2026	ATM DEBIT	Rentprep Enterprise/Fidelis Screening	-45.90
04/02/2026	Debit	Elavon	-186.33
04/02/2026	Debit	Elavon	-538.85
04/02/2026	Debit	Elavon	-1,199.05
04/03/2026	Debit	ADP	-187.35
04/03/2026	ACH DEBIT	Curry Transfer & Recycling, Inc.	-3,976.55
04/05/2026	ACH DEBIT	Lease Services	-298.77
04/06/2026	ATM DEBIT	ONLINE Purchases	-666.80
04/08/2026	ATM DEBIT	Firefly Reservations	-199.00
04/08/2026	ACH Debit	Amazon Capital Services	-944.91
04/08/2026	ACH Debit	Apex Private Security	-3,200.00
04/09/2026	ACH Debit	Miller Nash LLP	-264.00
04/10/2026	Debit	ADP	-185.43
04/10/2026	12487	Umpqua Valley Financial	-5,800.00
04/10/2026	12488	Curry Transfer & Recycling, Inc.	-1,945.44
04/10/2026	12488	Gold Beach Lumber Yard, Inc.	-9,107.34
04/10/2026	12489	Coos-Curry Electric Cooperative, Inc.	-9,344.83
04/10/2026	12490	Freeman Rock, Inc.	-1,109.75
04/10/2026	ACH Debit	Kelley Create - IT Services	-2,534.20
04/10/2026	12491	New Hope Plumbing & Custom Builders	-1,062.00
04/10/2026	12492	Pape Material Handling	-359.57
04/10/2026	ACH Debit	EMC-Engineers/Scientists, LLC	-890.00
04/10/2026	ACH Debit	EMC-Engineers/Scientists, LLC	-3,075.76
04/10/2026	ATM Debit	SAIF (workers' compensation provider)	-1,087.12

Port of Brookings Harbor

Check Detail

April 2026

DATE	NUM	VENDOR	AMOUNT
04/10/2026	ATM DEBIT	U Printing	-780.14
04/11/2026	ATM DEBIT	WEEBLY-CHARGE.COM	-19.95
04/13/2026	ATM DEBIT	Flags.com	-94.16
04/13/2026	ATM DEBIT	US Postal Service	-7.55
04/13/2026	ATM DEBIT	US Relay/HD Relay	-99.00
04/14/2026	ACH Debit	Tyree Oil, Inc	-43,519.24
04/14/2026	ATM DEBIT	EBay	-350.34
04/15/2026	12493	BI-MART	-97.08
04/15/2026	12494	Country Media, Inc.	-107.63
04/15/2026	12495	Curry Equipment	-275.46
04/15/2026	12496	Del-Cur Supply Co-op	-6.65
04/15/2026	12497	Harbor Sanitary District	-4,574.36
04/15/2026	12498	Harbor Water District P.U.D.	-3,196.56
04/15/2026	12499	Les Schwab Tire Center	-41.93
04/15/2026	12500	SDAO Spec. Dist. Assoc. OR - Prop & Cas	-16,788.89
04/15/2026	12501	SDAO Spec. Dist. Assoc. OR - Healthcare	-11,468.00
04/15/2026	12504	Traffic Safety Supply Co.	-60.11
04/15/2026	Debit	Edward Jones	-2,748.97
04/15/2026	Debit	Charles Schwab & Co., Inc	-376.81
04/15/2026	12505	BHHS Safe and Sober	-250.00
04/15/2026	12506	Golder's NAPA Auto Parts	-17.77
04/15/2026	12507	Grants Pass Water Lab, Inc.	-1,740.00
04/15/2026	12508	Stadelman Electric, Inc.	-111.62
04/15/2026	ACH Debit	Quill Corporation	-646.36
04/16/2026	ACH Debit	Chevron Business Card	-1,452.39
04/16/2026	ATM Debit	Boardwalk Mail Service	-56.16
04/16/2026	ACH Debit	Curry County TLT	-7,458.95
04/16/2026	ACH Debit	Oregon Lodging Tax	-1,118.84
04/18/2026	ACH DEBIT	VERIZON WIRELESS	-320.08
04/20/2026	ACH DEBIT	Pitney Bowes, Inc.	-502.25
04/20/2026	ATM DEBIT	Adobe	-239.88

Port of Brookings Harbor

Check Detail

April 2026

DATE	NUM	VENDOR	AMOUNT
04/20/2026	ATM DEBIT	Valvoline Instant Oil Change	-112.69
04/21/2026	ATM DEBIT	Beacon Broadband - RV Park	-250.00
04/21/2026	ATM DEBIT	Beacon Broadband - Smart Harbor	-400.00
04/21/2026	ATM DEBIT	Beacon Broadband - Maintenance Shop	-120.00
04/21/2026	ATM DEBIT	Beacon Broadband - Meeting Room	-76.73
04/21/2026	ATM DEBIT	Beacon Broadband - Port Office	-295.04
04/21/2026	ACH DEBIT	Ziply Fiber 541-412-7930-102902-5	-66.45
04/21/2026	Debit	Columbia Bank (Service fees)	-7.50
04/21/2026	Debit	Columbia Bank (Service fees)	-5.95
04/21/2026	Debit	Columbia Bank (Service fees)	-5.12
04/24/2026	Debit	ADP	-185.43
04/26/2026	ATM DEBIT	SimpliSafe	-26.99
04/27/2026	ATM DEBIT	Oregon Dept. of Environmental Quality	-531.96
04/29/2026	Debit	Edward Jones	-2,687.12
04/29/2026	Debit	Charles Schwab & Co., Inc	-202.29
04/30/2026	ACH Debit	Tyree Oil, Inc	-27,687.96
04/30/2026	ATM Debit	Da-Tone Rock Products	-96.75
04/30/2026	ATM Debit	Miller Nash LLP	-1,496.00
Total for 10103 General Funds Ckg Columbia Bank 3634			-\$180,990.06
Total for 101 GENERAL FUND CHECKING & LGIP with sub-accounts			-\$180,990.06
Total for 100 UNRESTRICTED CASH & EQUIVALENTS with sub-accounts			-\$180,990.06
110 RESTRICTED CASH & EQUIVALENTS			
104 RESTRICTED MONEY MKT & CHECKING			
40104 Capital Projects Columbia Bank 8018			
04/10/2026	ACH Debit	EMC-Engineers/Scientists, LLC	-3,490.00
04/10/2026	ACH Debit	Amazon Capital Services	-51.98
04/15/2026	625	Fastenal Industrial Supplies	-750.95
04/15/2026	626	Pape Material Handling	-775.74
04/21/2026	Debit	Columbia Bank (Service fees)	-7.50
Total for 40104 Capital Projects Columbia Bank 8018			-\$5,076.17

Port of Brookings Harbor

Check Detail

April 2026

DATE	NUM	VENDOR	AMOUNT
30104 Debt Service Columbia Bank MM 8627			
60104 OR FFC 2020 Debt Service			
04/15/2026	Debit	Columbia Bank/OR FFC Agreement 2020	-4,809.87
Total for 60104 OR FFC 2020 Debt Service			-\$4,809.87
Total for 30104 Debt Service Columbia Bank MM 8627 with sub-accounts			-\$4,809.87
Total for 104 RESTRICTED MONEY MKT & CHECKING with sub-accounts			-\$9,886.04
Total for 110 RESTRICTED CASH & EQUIVALENTS with sub-accounts			-\$9,886.04
TOTAL			-\$190,876.10

Port of Brookings Harbor

Purchases by Vendor

April 2026

TRANSACTION DATE	AMOUNT
Adobe	\$239.88
ADP	\$558.28
Amazon Capital Services	\$396.69
Apex Private Security	\$3,200.00
Beacon Broadband - Maintenance Shop	\$120.00
Beacon Broadband - Meeting Room	\$76.73
Beacon Broadband - Port Office	\$295.04
Beacon Broadband - RV Park	\$250.00
Beacon Broadband - Smart Harbor	\$400.00
BHHS Safe and Sober	\$250.00
Boardwalk Mail Service	\$56.16
Chevron Business Card	\$1,234.93
Coos-Curry Electric Cooperative, Inc.	\$9,782.32
Country Media, Inc.	\$157.85
Curry County Planning Department	\$300.00
Curry County TLT	(\$7,458.95)
Curry Equipment	\$650.45
Curry Transfer & Recycling, Inc.	\$6,128.67
Da-Tone Rock Products	\$96.75
Del-Cur Supply Co-op	\$173.04
EBay	\$350.34
Elavon	\$2,139.72
EMC-Engineers/Scientists, LLC	\$7,270.00
Fastenal Industrial Supplies	\$750.95
Firefly Reservations	\$199.00
Flags.com	\$94.16
Freeman Rock, Inc.	\$475.13
Gold Beach Lumber Yard, Inc.	\$2,529.64
Golder's NAPA Auto Parts	\$103.61
Grants Pass Water Lab, Inc.	\$1,740.00
Harbor Logging Supply, Inc.	\$255.95
Harbor Sanitary District	\$4,574.36
Harbor Water District P.U.D.	\$4,471.40
Industrial Steel & Supply Co. Inc.	\$5,008.80
Kelley Create - IT Services	\$2,534.20

Port of Brookings Harbor

Purchases by Vendor

April 2026

TRANSACTION DATE	AMOUNT
Lease Services	\$298.77
Les Schwab Tire Center	\$41.93
Miller Nash LLP	\$1,496.00
ONLINE Purchases	\$666.80
Oregon Dept. of Environmental Quality	\$531.96
Oregon Lodging Tax	(\$1,118.84)
Pape Material Handling	\$191.82
Pitney Bowes, Inc.	\$502.25
Quill Corporation	\$90.77
Rentprep Enterprise/Fidelis Screening	\$45.90
SAIF (workers' compensation provider)	\$1,087.12
SDAO Spec. Dist. Assoc. OR - Healthcare	\$11,192.00
SDAO Spec. Dist. Assoc. OR - Prop & Cas	\$16,788.89
SentrySafe	\$12.00
SimpliSafe	\$26.99
Stadelman Electric, Inc.	\$1,916.82
Suburban Propane	\$133.72
Traffic Safety Supply Co.	\$628.00
Tyree Oil, Inc	\$68,035.20
Umpqua Valley Financial	\$5,800.00
U Printing	\$780.14
US Postal Service	\$7.55
US Relay/HD Relay	\$99.00
Valvoline Instant Oil Change	\$112.69
VERIZON WIRELESS	\$320.08
WEEBLY-CHARGE.COM	\$19.95
TOTAL	\$159,112.61

ACTION ITEM – A

DATE: May 20, 2026
RE: Boardwalk Mail Services Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Boardwalk Mail Services Lease Agreement with Nanett Villalvazo started on June 1, 2020.
- Original terms stated the lease expires May 31, 2023, with one additional three-year term that was exercised, ending the lease on May 31, 2026.
- Since Boardwalk Mail Services has already used the renewal options of their lease, this new lease agreement allows for a 3-year lease, with the option of two additional three-year terms.

DOCUMENTS

- Letter from Ms. Villalvazo, 1 page
- Draft Lease Agreement, 14 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve Boardwalk Mail Services Lease Agreement commencing June 1, 2026, through May 31, 2029.



RECEIVED

MAR 3 1 2026

March 19, 2026

Port of Brookings Harbor
16340 Lower Harbor Rd Ste 1 PMB 138
Brookings, OR 97415

Dear Port Commissions,

This letter is to inform you that I would like to extend my current lease for the next 3 years under the same terms as contained in the current lease, including the annual rent escalation accordance to CPI-U every 1st of June.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nanett Villalvazo", written in a cursive style.

Nanett Villalvazo
President

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

This amended and restated Commercial Lease Agreement (“Agreement”) is made and entered into in Brookings, Oregon, effective the 1st day of June 2026, by and between the **Port of Brookings Harbor**, an Oregon special district (the “Landlord”) and Nanett Villalvazo **dba Boardwalk Mail Service LLC** (the “Tenant”).

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
 - a. Approximately 900 square-feet of retail building space, (the Leased Premises, as described in in Exhibit “A” & “B”), located at 16340 Lower Harbor Road Space #106, Brookings, Oregon.

2. **Lease Term and Base Rental Rate.**
 - a. **Initial Term.** The Initial Term of this lease is three (3) years commencing June 1, 2026 (“Lease Commencement Date”) and continuing through May 31, 2029 (“Lease Termination Date”).
 - b. **Base Rental Rate.** The base rental rate for the Leased Premises is One Thousand Two Hundred Seventy-Nine and 35/100 Dollars (\$1,279.35) per month, as calculated below, payable on the first day of each month commencing June 1, 2026. The base rental rate is calculated at \$1.42 per square foot per month, for a total of One Thousand Two Hundred Seventy-Nine and 35/100 Dollars (\$1,279.35) per month for 900 square-feet of retail building space.
 - c. **Option to Renew.** Upon termination of the Initial Term of this agreement, Landlord grants to Tenant the option to renew this Agreement in whole or in part of the Leased Premises, for two (2) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this Agreement at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant’s use of the Leased Premises during the Initial Term. The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.
 - d. **Notice of Intent.** Tenant shall notify the Landlord in writing ninety (90) days prior to expiration of the Agreement of Tenant’s intent to exercise all or any portion of Tenant’s option to extend the lease. Failure to provide such notice is a default and a material breach of the Agreement and Landlord may terminate the Agreement on the expiration date and retake possession of the Leased Premises with or without process of law.

3. **Base Rent Payment.**

- a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same and will not increase or decrease.
 - b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
 - c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this Agreement. At the end of the initial Agreement term, a new base rent will be established.
 - d. **Fees and Charges.** Should any rent or other payment required of Tenant by this Agreement not be paid within 10 days after it is due, a late charge of 3% per month (36% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the Tenant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.
4. **Lease Consideration/Security Deposit.** Upon execution of the Agreement, Tenant's base rent is due the first day of the month of the lease term for which rent is payable. Tenant is required to pay a security deposit in a sum equal to one month's base rent. Landlord may apply the security deposit to pay the cost of performing any obligation that Tenant fails to perform within the time required by this Agreement, but such application by Landlord shall not be the exclusive remedy for Tenant's default. If the security deposit is applied by the Landlord, Tenant must on demand pay the sum necessary to replenish the security deposit to its original amount. To the extent not applied by Landlord to cure defaults by Tenant, the security deposit will be returned to Tenant upon termination of this Agreement, or, by mutual agreement between Landlord and Tenant, applied against the rent payable for the last month of the term.
5. **Use.** Tenant may use the Leased Premises for private mailbox and office supply/crafts business and for no other purpose without Landlord's written consent. In connection with its use of the Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.
6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises,

without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.

7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this Agreement with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement. Landlord must take all reasonable steps to correct any interruption in service.

9. **Maintenance and Repair – Tenant's Obligations**

a. Tenant is at all times during the term of this Agreement, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.

b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this Agreement or the negligent or intentional acts of Tenant, its agents,

employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.

- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this Agreement, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the Lease Commencement Date, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Leased Premises.
- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

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

12. Indemnity.

- a. Tenant may not allow any liens to attach to the Leased Premises or Tenant's interest in the Leased Premises as a result of its activities. In the event that

a materialman, mechanic's, or other lien is filed, or a claim of lien is made for work claimed to have been done for Tenant, Landlord will have the option in its sole discretion to require Tenant to post a Surety Bond within ten (10) days at Tenant's expense or to pay and discharge the lien. Tenant agrees to reimburse Landlord promptly upon demand. These Landlord remedies are not exclusive as Landlord has other remedies as provided by law including requiring Tenant to pay for Landlord's attorney's fees and costs relating to any such lien.

- b. Except as otherwise stated herein, Tenant hereby waives all claims against Landlord for damage to any property or injury, illness, or death of any person in, upon, or about the Leased Premises arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers or employees. Tenant must defend, indemnify and hold Landlord harmless from any and all claims or liability for damage to any property or injury, illness, or death of any person (a) occurring in or on the Leased Premises or any part thereof arising at any time and from any cause whatsoever other than by reason of the willful act of Landlord, its officers, employees, invitees, licensees or agents; or (b) occurring in, on, or about any part of the Leased Premises when such damage, injury, illness, or death was caused by the act, negligence, omission, or fault of Tenant, its agents, servants, employees, invitees, or licensees. Except as otherwise stated herein, Landlord will have no liability to Tenant because of loss or damage caused by the acts or omissions of other tenants of Landlord, or by third parties. The provisions of this paragraph will survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination.

13. Insurance. During the term of this Agreement, Tenant must comply with the following insurance requirements:

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

insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.

- e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Tenant's insurance (at least as broad as ISO Form CG 20 10).
- f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this Agreement. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
- g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the State of Oregon and carry a minimum Best's rating of "A-VI" or better.
- h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Agreement, Landlord will have the right to immediately terminate this Agreement. Tenant will be responsible to Landlord and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.

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

15. **Major Damage.** Major damage means damage by fire or other casualty to the Leased Premises that causes the Leased Premises or any substantial portion of the Leased Premises to be unusable. In the event that major damage occurs without

negligence or willful misconduct of Tenant or its employees, agents, or licensees, then either Landlord or Tenant may elect to terminate this Agreement by providing written notice to the other party within thirty (30) days after the occurrence of the damage. If this Agreement is not terminated following major damage, or if damage occurs that is not major damage, Landlord must promptly restore the Leased Premises to the condition existing just prior to the damage, with the exception of damage to Tenant improvements. Restoration of any Tenant improvements or alterations installed by Tenant, and the costs thereof, will be the responsibility of the Tenant. Rent will be reduced from the date of damage until the date restoration work being performed by the Landlord is substantially complete, with the reduction to be in proportion to the area of the Leased Premises not useable by Tenant.

16. Waiver of Subrogation. Tenant will be responsible for insuring its personal property and trade fixtures located on the Leased Premises and any alterations or Tenant improvements it has made to the Leased Premises. Neither Landlord nor Tenant will be liable to the other for any loss or damage caused by any of the risks that are or could be covered by a standard all risk insurance policy with the extended coverage endorsement, or for any business interruption. There may be no subrogated claims by one party's insurance carrier against the other party arising out of any loss.

17. Eminent Domain. If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Leased Premises or a portion sufficient to render the Leased Premises unsuitable for Tenant's use, then either party may elect to terminate this Agreement effective on the date that possession is taken by the condemning authority; provided, however, that a condition to the exercise by Tenant of such right to terminate will be that the portion of the Leased Premises taken must be of such extent and nature as to substantially handicap, impede, or impair Tenant's use of the balance of the Leased Premises for the purpose intended. Rent will be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Leased Premises caused by the taking. All condemnation proceeds will belong to Landlord, and Tenant will have no claims against Landlord or the condemnation award because of the taking.

18. Assignment and Subletting. This Agreement binds and inures to the benefit of the parties, their respective heirs, successors, and assigns, provided that Tenant may not assign its interest under this Agreement or sublet all or any portion of the Leased Premises without first obtaining Landlord's consent in writing. This provision applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this Agreement and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

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

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

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

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

- c. Landlord may make any payment or perform any obligation that Tenant has failed to perform, in which case Landlord will be entitled to recover from Tenant upon all demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord will not waive Tenant's default.
21. **Regulations.** Landlord will have the right (but not the obligation) to make, revise, and enforce commercially reasonable regulations or policies consistent with this Agreement 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 Agreement. All such regulations and policies must be complied with as if part of this Agreement.
22. **Access.** During times, other than normal business hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Leased Premises. In such event, Landlord will have no liability for permitting or refusing to permit access to anyone. With reasonable notice to Tenant, Landlord will have the right to enter upon the Leased Premises at any time by passkey or otherwise to determine Tenant's compliance with this Agreement, to perform necessary services, maintenance and repairs to the Leased Premises, or to show the Leased Premises to any prospective tenant or purchasers. Except in cases of emergency, such entry will be with at least 24 hours prior notice and at such times and in such manner as to minimize interference with the reasonable business use of the Leased Premises by Tenant.
23. **Notices.** Notices to the parties relating to the Agreement must be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Leased Premises. Rent will be payable to Landlord at the same address and in the same manner but will be considered paid only when received.
24. **Subordination.** This Agreement will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this Agreement will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and

recognize it as the landlord under this Agreement, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.

26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this Agreement has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the Agreement 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 Agreement.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this Agreement, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This Agreement 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 Agreement must be in writing and signed by both parties.
30. **Nonwaiver.** Waiver by either party of strict performance of any provision of this Agreement may not be deemed a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
31. **Real Property Taxes.**

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

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

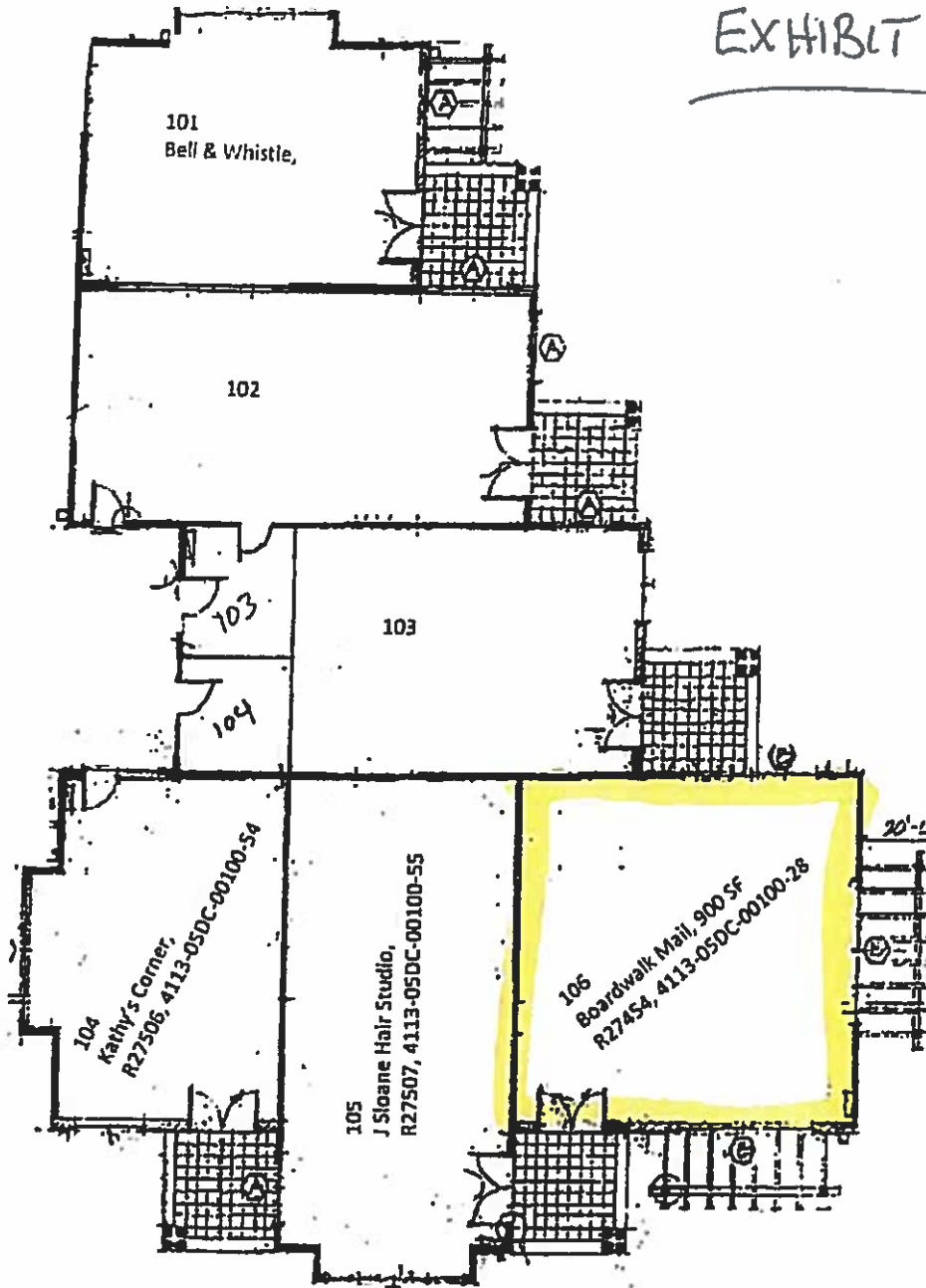
PORT OF BROOKINGS HARBOR, Landlord	BOARDWALK MAIL SERVICE, LLC Tenant
Dated: _____	Dated: _____
By: _____ President, Sharon Hartung ATTEST: _____ Secretary/Treasurer, Daniel Fraser	By: _____ Name: Nanett Villalvazo Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax:	Mailing Address: 16340 Lower Harbor Road Brookings, OR 97415 Phone: 541-469-2500 Fax :

DRAFT

EXHIBIT "A"



EXHIBIT "B"



Building 1
16340 Lower Harbor Road

ACTION ITEM – B

DATE: May 20, 2026
RE: The Hungry Clam Lease Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- The Hungry Clam Consent to Assignment & Assumption of Lease with Nicole Stewart started on August 21, 2024.
- Original lease terms expired on April 30, 2021, with exercised renewals through May 31, 2026.
- This new lease agreement allows for a 3-year lease, with the option of one renewal for an additional 3 years.

DOCUMENTS

- Letter from Ms. Stewart, 1 page
- Draft Lease Agreement, 14 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve The Hungry Clam Lease Agreement commencing June 1, 2026, through May 31, 2029.

5/7/2022

I Nicole Stewart want to
continue the lease for the Hungry
Clam with the Port of Breckings
Harbor and agree to the lease
terms.

Thank you

Nicole Stewart

TO Danell
or Transit Port manager

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

This amended and restated Commercial Lease Agreement (“Agreement”) is made and entered into in Brookings, Oregon, effective the 1st day of June 2026, by and between the **Port of Brookings Harbor**, an Oregon special district (the “Landlord”) and Nicole Stewart **dba The Hungry Clam** (the “Tenant”).

1. **Leased Premises.** Landlord hereby leases to Tenant the following described property located in the Port of Brookings Harbor on the terms and conditions stated herein:
 - a. Approximately 1,511 square-feet of retail building space and 894 square-feet of outdoor space, (the Leased Premises, as described in in Exhibit “A” & “B”), located at 16340 Lower Harbor Road Space #205 & #206, Brookings, Oregon.

2. **Lease Term and Base Rental Rate.**
 - a. **Initial Term.** The Initial Term of this lease is three (3) years commencing June 1, 2026 (“Lease Commencement Date”) and continuing through May 31, 2029 (“Lease Termination Date”).
 - b. **Base Rental Rate.** The base rental rate for the Leased Premises is Two Thousand Five Hundred Thirty-Three and 73/100 Dollars (\$2,533.73) per month, as calculated below, payable on the first day of each month commencing June 1, 2026. The base rental rate is the combined rate of:
 1. The building consisting of 1,511 square-feet of property at approx. \$1.41 per square foot per month, for a total of Two Thousand One Hundred Thirty-One and 53/100 Dollars (\$2,131.53) per month.
 2. The covered storage (parch area, concrete surface) consisting of 170 square-feet of property at approx. \$0.65 per square foot per month, for a total of One Hundred Eleven and 64/100 Dollars (\$111.64) per month.
 3. The outdoor storage (asphalt surface) consisting of 490 square-feet of property at approx. \$0.40 per square foot per month, for a total of One Hundred Ninety-Six and 64/100 Dollars (\$196.64) per month.
 4. The outdoor seating (asphalt surface) consisting of 234 square-feet of property at approx. \$0.40 per square foot per month, for a total of Ninety-Three and 92/100 Dollars (\$93.92) per month.
 - c. **Option to Renew.** Upon termination of the Initial Term of this agreement, Landlord grants to Tenant the option to renew this Agreement in whole or in part of the Leased Premises, for one (1) additional three (3) year term at terms and conditions to be negotiated, provided that: (a) Tenant is not in default of this Agreement at the time the option is exercised; (b) Landlord does not need the ground for its own use; and (c) Landlord is otherwise satisfied with Tenant’s use of the Leased Premises during the Initial Term.

The parties agree to negotiate in good faith with respect to the renewal terms and conditions on terms at least as favorable as those offered to any other tenant of Landlord at the time.

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

3. **Base Rent Payment.**

- a. **Annual Adjustment.** Tenant must pay the base rent for the Leased Premises and any additional rent provided herein without deduction or offset. The base rent will increase annually, according to the Consumer Price Index for All Urban Consumers (CPI-U). The base rent increase will be for the total amount of the base rent due. Base rent includes all prior percentage increases. In the event that the CPI-U is negative, the base rent will remain the same and will not increase or decrease.
- b. **Proration.** Rent for any partial month during the lease term will be prorated to reflect the number of days during the month that Tenant actually occupied the Leased Premises.
- c. **Additional Rent.** Additional rent means any other sums payable by Tenant to Landlord under this Agreement. At the end of the initial Agreement term, a new base rent will be established.
- d. **Fees and Charges.** Should any rent or other payment required of Tenant by this Agreement not be paid within 10 days after it is due, a late charge of 1.6% per month (19% per annum) will be assessed. In the event any suit or action is instituted to collect any amount owed on this account, the Tenant agrees to pay any reasonable attorney's fees, collection agency fees and any other costs associated with such action. A \$50.00 fee will be assessed on any returned payment.

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

5. **Use.** Tenant may use the Leased Premises for restaurant purposes and for no other purpose without Landlord's written consent. In connection with its use of the

Leased Premises, Tenant must, at its sole expense, promptly comply with all applicable laws, ordinances, rules and regulations of any public authority, including those of the Port of Brookings Harbor, and not unreasonably annoy, obstruct or interfere with the rights of other tenants of the Port of Brookings Harbor, wherever located. Tenant must not create or maintain any nuisance or any objectionable fumes, noise, or vibrations while using the Leased Premises.

6. **Equipment.** Tenant may install in the Leased Premises only such equipment as is customary for the intended *use* and must not overload the floors or electrical circuits of the Leased Premises or alter the plumbing or wiring of the Leased Premises, without the prior written consent of Landlord. Landlord must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any equipment installed by Tenant will remain Tenant's property and must be installed and operated at Tenant's expense. Any air conditioning required because of heat generating equipment or special lighting installed by Tenant must also be installed and operated at Tenant's expense.
7. **Sign.** No signs, awnings, antennas, or other apparatus may be positioned as to be visible from outside the Leased Premises without Tenant obtaining Landlord's prior written approval as to design, size, location, and color. All signs installed by Tenant must comply with Landlord's standards for signs, and all applicable codes and signs and sign hardware must be removed upon termination of this Agreement with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.
8. **Utilities and Services.** Landlord will furnish all utilities up to the Leased Premises and Tenant will be directly responsible for any and all electrical charges or fees for electrical service and must make arrangements to be billed directly from the local electric co-op (Coos-Curry Electric Cooperative, Inc.). Tenant must also make the necessary arrangements to have a meter installed in the name of Tenant for billing purposes. Water and Sewer usage will be billed separately. Tenant must comply with all government laws or regulations regarding the use or reduction of use of utilities on the Leased Premises. Tenant is responsible for all waste generated by the business and disposal of the waste. Unless caused by Landlord's negligence or intentional act, the interruption, limitation, curtailment, or rationing of services or utilities may not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement. Landlord must take all reasonable steps to correct any interruption in service.
9. **Maintenance and Repair – Tenant's Obligations**
 - a. Tenant is at all times during the term of this Agreement, and at Tenant's sole cost and expense, obligated to keep the entire of the Leased Premises and every part thereof in good condition and repair; excepting ordinary wear and tear and damage to the Leased Premises by earthquake, act of God, or the elements. Landlord has no obligation and has made no promise to alter,

remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof. Landlord does have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord will have no liability for interference with Tenant's use because of repairs and installations. Tenant will have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant.

- b. Tenant will be responsible for any repairs necessitated by Tenant's breach of this Agreement or the negligent or intentional acts of Tenant, its agents, employees, and invitees, excepting repairs that would otherwise be the responsibility of Landlord under Section 10 or Section 15.
- c. Tenant is responsible for all other repairs to the Leased Premises which Landlord is not required to make under Section 10 or Section 15.
- d. If Tenant fails to perform Tenant's obligations under this Section 9 or under any other Section of this Agreement, Landlord may enter upon the affected portion of the Leased Premises after ten (10) days' prior written notice to Tenant (except in case of emergency, in which no notice shall be required), perform such obligations on Tenant's behalf and put the Leased Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law will be due and payable as additional rent to Landlord together with Tenant's next base rent installment.
- e. On the last day of the term hereof, or upon any sooner termination, Tenant must surrender the Leased Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Leased Premises will not be deemed ordinary wear and tear if the same could have been prevented by commercially reasonable maintenance practices. Tenant shall leave the air-lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing which were on the Leased Premises prior to the Lease Commencement Date, in good operating condition.

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

- a. Provide adequate means of ingress and egress to the Leased Premises.
- b. Provide access to a water supply and electricity.
- c. Repair and maintenance of existing exterior water, sewage, and electrical services up to the point of entry to the Leased Premises.
- d. Repair and maintain any structural element of the building that does not meet the definition of Major Damage as provided in Section 15, with respect to the Leased Premises.

11. Alterations. Tenant must not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Any such additions, alterations, or improvements, except for removable machinery and trade fixtures, will at once become part of the realty and belong to the Landlord. Landlord may

at its option require that Tenant remove any alterations and restore the Leased Premises to the original condition upon termination of this Agreement. Landlord will have the right to approve the contractor used by Tenant for any work on the Leased Premises, and to post notices of non-responsibility in connection with any work being performed by Tenant in the Leased Premises.

12. Indemnity.

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

13. Insurance. During the term of this Agreement, Tenant must comply with the following insurance requirements:

- a. **General Liability.** Tenant must carry commercial general liability insurance at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- b. **Property.** Tenant must carry property insurance against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.
 - c. **Workers' Compensation.** If Tenant has employees, Tenant must carry workers' compensation insurance as required by State law and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury or disease.
 - d. **Excess Coverage.** If Tenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord will be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to Landlord.
 - e. **Additional Insureds.** The Port of Brookings Harbor, its officers, officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Tenant's insurance (at least as broad as ISO Form CG 20 10).
 - f. **Certificates of Coverage.** Tenant must furnish certificates of insurance to Port's General Manager, P.O. Box 848, Brookings, Oregon 97415 certifying the existence of such insurance no later than five (5) days prior to commencement of this Agreement. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or limits or not renewed without fourteen (14) days advance written notice to the Landlord and Landlord's agent, if any, and a renewal certificate must be furnished at least 14 days prior to the expiration of any policy.
 - g. **Primary Insurance.** The insurance required herein will be primary and without right of contribution from other insurance that may be in effect and without subordination. Any other insurance carried by the Landlord is excess. The insurance policies must be underwritten by a company licensed in the State of Oregon and carry a minimum Best's rating of "A-VI" or better.
 - h. **Lapse of Policy.** If Tenant's policies lapse or are canceled at any time during the term of this Agreement, Landlord will have the right to immediately terminate this Agreement. Tenant will be responsible to Landlord and must reimburse and hold Landlord harmless for any bodily injury, fire or property damage not covered by Tenant's insurance.
14. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invites, customers, or any other person in or about the Leased Premises or the Port, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, wires or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon

the Leased Premises or upon other premises of the Port, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord will not be liable for any damages arising from any act or neglect of any other tenant, occupant or user of the Port, nor from the failure of Landlord to enforce the provisions of any other lease of the Port.

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

applies to all transfers by operation of law including but not limited to mergers and changes in control of Tenant. No assignment may relieve Tenant of its obligation to pay rent or perform other obligations required by this Agreement and no consent to one assignment or subletting may be deemed consent to any further assignment or subletting. Tenant will pay any costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorney's fees.

19. Default.

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

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

- a. Landlord may terminate the Agreement and reenter, retake possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises will be sufficient if Landlord follows its usual procedures for finding tenants for the Leased Premises at rates not less than the current rates for other comparable space on property owned by Landlord. 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.

24. **Subordination.** This Agreement will be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Leased Premises. At Landlord's option this Agreement will be subject and subordinate to any future encumbrance hereafter placed against the Leased Premises (including the underlying land) or any modifications of existing encumbrances. Tenant must execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination.
25. **Transfer of Premises.** If the Leased Premises is sold or otherwise transferred by Landlord or any successor, Tenant will attorn to the purchaser or transferee and recognize it as the landlord under this Agreement, and, provided the purchaser assumes all obligations hereunder, the Landlord (transferor) will have no further liability hereunder.
26. **Estoppel.** Either party will within twenty (20) days after notice from the other party execute, acknowledge and deliver to the other party a certificate reciting: whether or not this Agreement has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may be reasonably requested. Failure to deliver the certificate within the specified time will be conclusive upon the party of whom the certificate was requested that the Agreement 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 Agreement.
27. **Attorney's Fees.** In the event, any action, suit, or other proceeding is instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs of suit, including expert witness fees. In the event, any such action, suit, or other proceeding is appealed to any higher court or courts, the prevailing party will be entitled to an award of reasonable attorney's fees and costs for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney's fees and costs in the lower court, or courts.
28. **Quiet Enjoyment.** Landlord warrants that so long as Tenant complies with all material terms of this Agreement, Tenant is entitled to peaceable and undisturbed possession of the Leased Premises free from any eviction or disturbance by Landlord. Landlord will have no liability to Tenant for loss or damages arising out of the acts of other tenants of Port property or third parties, nor any liability for any reason which exceeds the value of its interest in the Leased Premises.
29. **Complete Agreement.** This Agreement 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 Agreement must be in writing and signed by both parties.

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

37. **Headings.** The headings in this Agreement are for the convenience of the parties only and are not to be used in the interpretation of its provisions.

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

PORT OF BROOKINGS HARBOR, Landlord	THE HUNGRY CLAM Tenant
Dated:	Dated:
By: _____ President, Sharon Hartung ATTEST: _____ Secretary/Treasurer Daniel Fraser	By: _____ Name: Nicole Stewart Its: Member / Owner
Mailing Address: P.O. Box 848 Brookings, OR 97415 Phone: 541-469-2218 Fax:	Mailing Address: 16340 Lower Harbor Road #136 Brookings, OR 97415 Phone: 541-469-2526 Cell: 541-661-2703 Fax :

Exhibit "A"
The Hungry Clam
Building 2, 16350 Lower Harbor Road #205 - #206

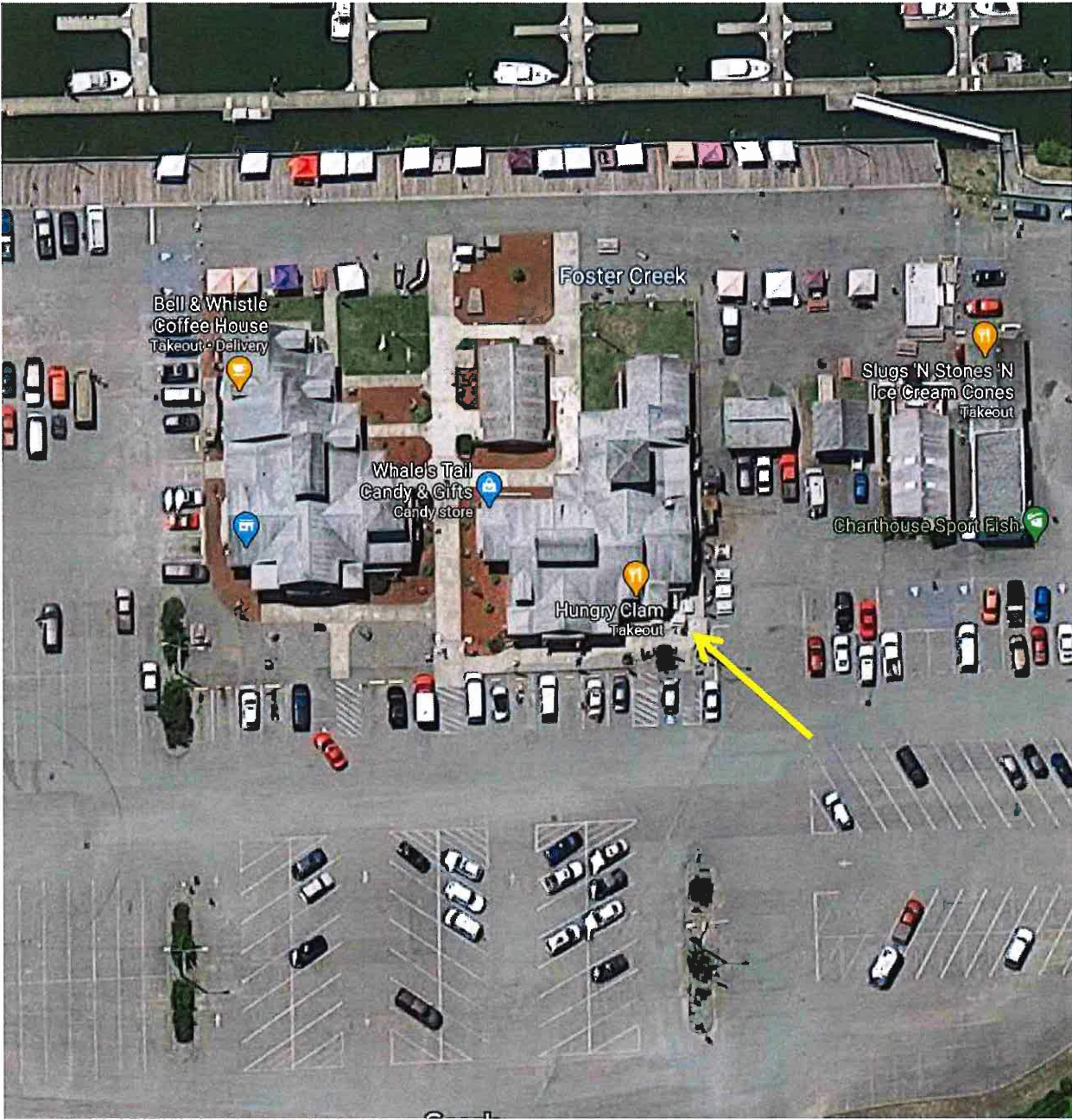
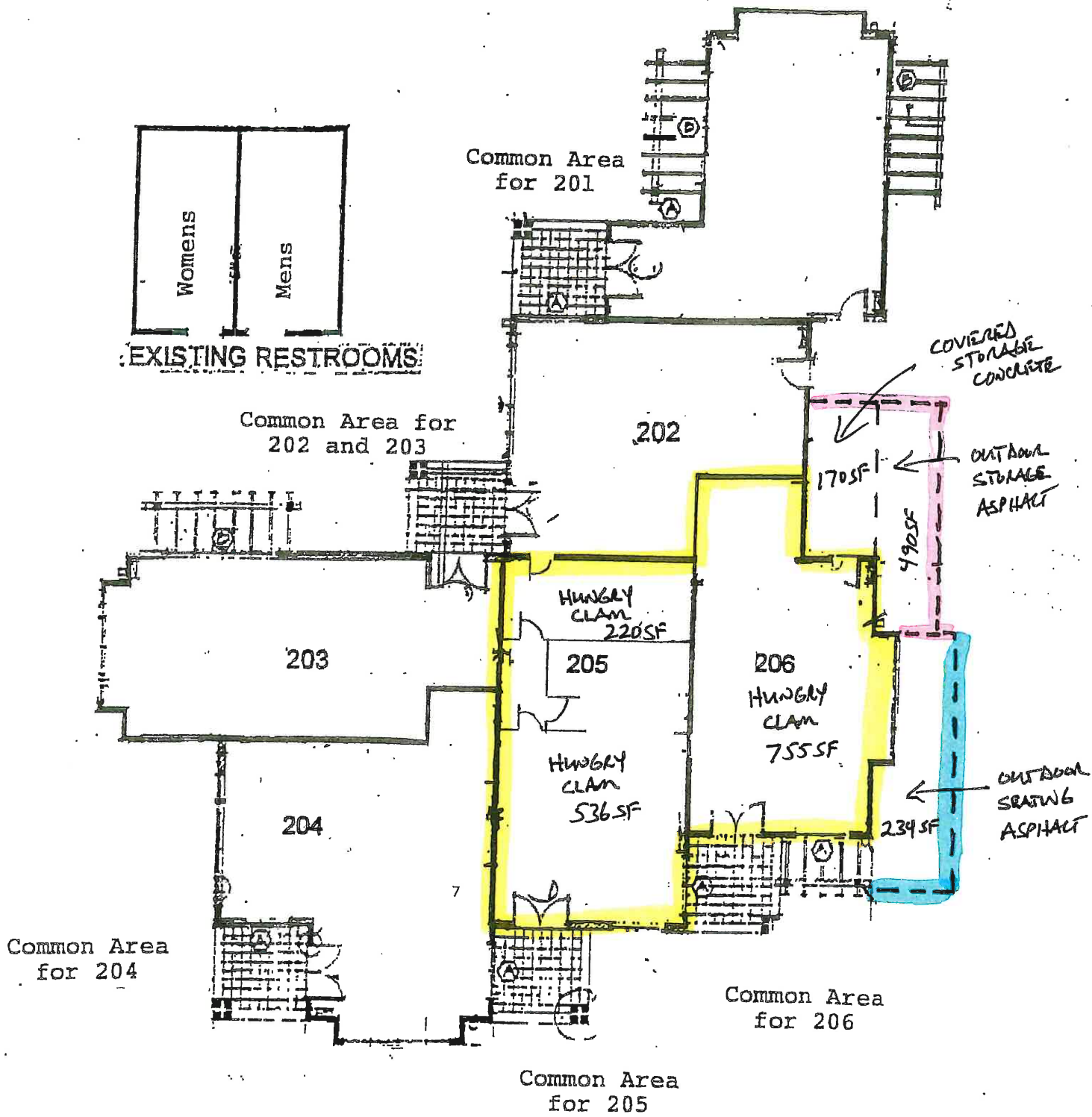


Exhibit "B"
The Hungry Clam
Leased Premises



Building 2
16350 Lower Harbor Road

ACTION ITEM – C

DATE: May 20, 2026
RE: Closure of LGIP Capital Projects Fund Account
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- The LGIP Capital Projects Fund Account was opened in July 2020.
- This account was used for tracking expenditures of our RV Park Improvement Project. The RV Park Improvement Project was completed in late 2023. The last expenditure paid out of this account was in January 2024.
- Removing unnecessary accounts should be done to make accounting and auditing easier.
- The balance remaining in this account will be transferred to LGIP General Fund Account.
- The Port has a Capital Projects Fund Account with Columbia Bank that can be used to track future Port projects.

DOCUMENTS

- Email from Client Services, 2 pages
- LGIP Account Closing Form, 1 page

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve closing the LGIP Capital Projects Fund Account and transferring the account balance to the LGIP General Fund Account.

April Walker

From: Wilkins, Jazz <jazz.wilkins@pfmam.com>
Sent: Monday, May 4, 2026 2:57 PM
To: April Walker
Cc: csgmww
Subject: RE: Client Portal Message from April Walker - Port of Brookings Harbor
Attachments: LGIP Account Closing_PoBH.pdf

Caution! This message was sent from outside your organization.

Hi April,

Happy to assist! The attached form will close out the account, process any remaining dividends, and send those with the current balance to the instructions specified. We pre-filled these to transfer to the General Fund account.

****Please do not transfer out the current balance as this will be handled with the form. Zeroing out the account would also mean we would need to wait until month end to close it.****

Once completed, kindly return the form securely by uploading to Connect via Secure Contact.

Let us know if you have any questions!

Thank you,

Jazz Wilkins

USBAM Client Relations Consultant | Client Services Group jazz.wilkins@pfmam.com | phone 855.678.5447 | fax 888.535.0120 | web <https://us-west-2.protection.sophos.com?d=oregon.gov&u=d3d3Lm9yZWdubi5nb3YvbGdpcA==&p=m&i=Njg1MDlhZTJiYz M5NGM3NWFjMTljMTY5&t=WFjOXAvRFo1MHV0Z29WTGIHRUdFUkZtVldlVkvVHejBiRGdvZktsNjN DRT0=&h=965f1c4fdeaa4dfa89c8039e362fbe70&s=AVNPUEhUT0NFTkNSWVBUSVbqrbmDtPKVMiUZbj 2aX7ucP1j7TQdpGhDSAGTbPoMAUA>

PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.
214 N Tryon Street, Charlotte, NC 28202-1078 | CN-NC-H30N

PFM Asset Management serves clients in the public sector and is a division of U.S. Bancorp Asset Management, Inc. (USBAM) which is the legal entity providing investment advisory services. USBAM is a registered investment adviser, a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bank N.A. is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Asset Management, Inc.

NOT INSURED : NO BANK GUARANTEE : MAY LOSE VALUE :

-----Original Message-----

From: PFMAMsvceonidentPRD <Connectadministrator@pfmam.com>

Sent: Monday, May 4, 2026 5:42 PM

Subject: Client Portal Message from April Walker - Port of Brookings Harbor

We would like to close account xx73 Capital Projects Fund as it is no longer being used; the funds in that account would be transferred into xx17 General Fund. I would have the account closure paperwork signed by Board President Sharon Hartung.

Could you send me the forms or instructions I need for closing the account? Thank you, April Walker

Program: Oregon LGIP

Subject: Close Account

Client: Port of Brookings Harbor

Callback Number: (541) 469-2218 405

Contact: April Walker

Email Address: accounts@portofbrookingsharbor.com



Oregon State Treasury

LGIP Account Closing

Use this form to close a pool account. It may take up to 24 hours to close an account. Submit this form through EON, or fax or mail this form to the fax number or address at the bottom of the page.

Participant Information

Local Government Name Port of Brookings Harbor	Taxpayer Identification Number 93 - 6013807
---	--

Account Information

Pool Account Number 6273	Account Title Capital Projects Fund	Date To Be Closed 05/20/26
-----------------------------	--	-------------------------------

Redemption Instructions

Transfer the balance and any accrued dividends of the above pool account to one of the following:

Pool Account Number 6017

ABA Routing Transit Number	Bank Account Number	Transaction Type <input type="checkbox"/> ACH <input type="checkbox"/> Wire
----------------------------	---------------------	--

The ACH or wire instructions referenced above must already be set up with the pool. To set up new instructions, complete and submit either the LGIP ACH Instructions or LGIP Wire Instructions form.

Acknowledgement (The Contact signing below must be authorized in the records of the pool to close pool accounts)

I hereby acknowledge that the pool account listed above will be closed as of the date prescribed and that the account's balance and any accrued dividends, less any applicable charges, will be transferred to the pool or bank account indicated.

Authorized Contact Signature X	Authorized Contact Name Sharon Hartung	Date 05/20/26
Title President	Phone Number (541) 469-2218	Ext. E-mail Address sharon@portofbrookingsharbor.com

POOL USE ONLY		
	DATE	INITIALS
Processed		
Confirmed		

ACTION ITEM – D

DATE: May 20, 2026
RE: Resolution No. 2026-09, Adopting a Volunteer Application
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Port Staff are reviewing policies and procedures.
- This agreement was approved February 27, 2017, in a Board Meeting.
- During a regular meeting on March 19, 2019, it was recommended during commissioner comments to add a statement regarding photograph of volunteers.
- On May 10, 2019, the agreement was changed, but Port staff believe the volunteer policy should be adopted by resolution.

DOCUMENTS

- Resolution No. 467, 3 pages
- Revised Application with Meeting Minutes from March 19, 2019, 8 pages
- Resolution No. 2026-09, Adopting Volunteer Application, 3 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve Resolution No. 2026-09, Adopting Volunteer Application.

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

RESOLUTION NO. 467

A RESOLUTION ADOPTING A VOLUNTEER APPLICATION

WHEREAS, the Port of Brookings Harbor wishes to establish a procedure for allowing volunteers to donate their time to the Port, and

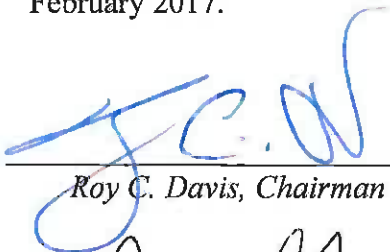
WHEREAS, the Volunteer Application (Attachment "A") must be completed and filed with the Port office prior to any volunteer activity on Port property, and

WHEREAS, all volunteer applications must be approved by the Port Manager before any volunteer work begins; and


WHEREAS, all duties performed by any volunteer(s) must be directed and supervised by a Port employee;

NOW THEREFORE, BE IT RESOLVED, that the Port of Brookings Harbor shall adopt the procedures outlined above, creating a process whereby the public may volunteer their time to help the Port, contingent upon Port Manager Approval.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 27ST Day of February 2017.



Roy C. Davis, Chairman



Commissioner



PORT of BROOKINGS HARBOR

info@portofbrookingsharbor.com 16340 Lower Harbor Rd Ste
www.portofbrookingsharbor.com 103
P: (541)469-2218 P.O. Box 848
F: (541)469-0672 Brookings, OR 97415

Volunteer Application

Volunteer Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Age: _____

Description of work to be done:

Materials required:

Under Age Volunteer Information

IF VOLUNTEER IS UNDER AGE 18:

To be filled out by Parent or Legal Guardian _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

I affirm that I am the parent/guardian of the above-named volunteer. I understand that the Port of Brookings Harbor does not provide any compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Port employee.

I have read the attached description of the service that the volunteer will perform.

I give my permission for _____ to participate in the specified volunteer activity at the Port of Brookings Harbor on _____
(Date) (Parent/Guardian Signature) (Date)

Emergency Contact

Please provide someone to contact in case of an emergency.

Full Name: _____
Relationship: _____
Phone #: _____

Volunteer Agreement / Disclaimer

I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Port employees. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the Port or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the job description, will become the property of the Port, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to Port Staff.

Disclaimer: I agree to protect and hold harmless the Port of Brookings Harbor, and any and all business or property owners located at the Port of Brookings Harbor, their successors, representatives and assigns, for any injuries, accidents, or losses suffered while participating as a volunteer.

I do hereby volunteer my services as described above, to assist in Port-authorized work. I agree to follow all applicable safety guidelines & Port Ordinances.

Signature of Volunteer _____
Date

Port Approval (To be completed by Port official)

This Volunteer Application has been reviewed by Port management. The Port of Brookings Harbor agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above.

Approved by: _____ _____
Port Representative PRINT NAME *Date*

Port Representative SIGNATURE



PORT of BROOKINGS HARBOR

info@portofbrookingsharbor.com
www.portofbrookingsharbor.com
P: (541)469-2218
F: (541)469-0672

16340 Lower Harbor Rd Ste 103
P.O. Box 848
Brookings, OR 97415

Volunteer Application

Volunteer Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Age: _____

Description of work to be done:

Materials required: _____

Under Age Volunteer Information

IF VOLUNTEER IS UNDER AGE 18:

To be filled out by Parent or Legal Guardian _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

I affirm that I am the parent/guardian of the above-named volunteer. I understand that the Port of Brookings Harbor does not provide any compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Port employee.

I have read the attached description of the service that the volunteer will perform.

I give my permission for _____ to participate in the specified volunteer activity at

the Port of Brookings Harbor on _____
(Date) (Parent/Guardian Signature) (Date)

Emergency Contact

Please provide someone to contact in case of an emergency.

Full Name: _____

REVISED MAY 10, 2019

Relationship: _____

Phone # _____

Volunteer Agreement / Disclaimer

I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Port employees. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the Port or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the job description, will become the property of the Port, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to Port Staff.

I do give permission for my photograph, name, video image or work to be published on the Port website, Port meetings, community events or used in television broadcast if a newspaper or camera crew wishes to report on a Port activity.

I do NOT give permission for my photograph, name, video image or work to be published on the Port website, Port meetings, community events or used in television broadcast if a newspaper or camera crew wishes to report on a Port activity..

Disclaimer: I agree to protect and hold harmless the Port of Brookings Harbor, and any and all business or property owners located at the Port of Brookings Harbor, their successors, representatives and assigns, for any injuries, accidents, or losses suffered while participating as a volunteer.

I do hereby volunteer my services as described above, to assist in Port-authorized work. I agree to follow all applicable safety guidelines & Port Ordinances.

Signature of Volunteer

Date

Port Approval (To be completed by Port official)

This Volunteer Application has been reviewed by Port management. The Port of Brookings Harbor agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above.

Approved by: _____
Port Representative PRINT NAME

Date

Port Representative SIGNATURE

PORT OF BROOKINGS HARBOR
Regular Commission Meeting Minutes
Tuesday, March 19, 2019 • 6:00 pm

Commissioners present: Position 1 Secretary Joe Speir, Position 2 Wesley Ferraccioli, Position 4 Vice Chairman Richard Heap, and Position 5 Treasurer Kenneth Range. Also, present were, Martha Rice Port Counsel, Gary Dehlinger Port Manager, Travis Webster Harbormaster, Danielle Shepard Administrative Assistant, and members of the public.

1. Call to Order, Pledge of Allegiance, and Roll Call:

Heap called the meeting to order at 6:00 pm. Board and audience stated the pledge of allegiance.

2. Approval of Agenda:

Heap requested to give a salmon report after the Harbormaster's report. *Dehlinger* requested to add Action Item Q, Audit Engagement Letter, and Action Item R, Resolution 504 Changing the Accounting Procedure Correction.

Range made a motion to approve the agenda as amended. Second by Speir. Motion passed 4-0.

There were no other Modifications, Additions, or Changes to the Agenda. Nor were there any Declaration of Potential Conflicts of Interest.

3. Public Comments:

Dan Fraser: asked the board to amend the insurance requirements for commercial vessels, suggested that commercial vessels must provide landing receipts, and to include water and electricity in with the moorage rates.

4. Consent Items:

A. Tuesday, February 19, 2019 Regular Meeting Minutes:

B. Tuesday, February 26, 2019 Special Meeting Minutes:

Speir made a motion to accept the Tuesday, February 19, 2019 and Tuesday, February 26, 2019 Meeting Minutes. Second by Ferraccioli. Motion Passed 4-0.

5. Management Reports:

A. Financial Report – February 2019:

Dehlinger read over the financial report. The board had no questions.

B. Port Manager Report – February 2019:

Dehlinger read over his manager's report. *Range* had some questions regarding security cameras.

C. Harbormaster Report – February 2019:

Webster read over his harbormaster report. The board had no questions.

D. Salmon Report:

Heap read over the salmon report and asked for the public's opinion on what they would like to see for the season and spoke about killer whale's dietary regime and how it is affecting the fishing industry.

6. Action Items:

A. Intergovernmental Agreement (IGA) for 2015 Strategic Business Plan:

Dehlinger informed the board that the previous board approved this May 2014, current board updated table 14, December 2018. Dave Harlow with IFA Business Oregon was present to answer any questions the board may have. Mr. Harlow informed the board that ODOT is trying to align the programs, with Connect Oregon you must have a strategic business plan and IGA in place.

Heap made a motion to approve the IGA as stated. Second by Speir. Motion passed 4-0.

B. Service Agreement for Port Security:

Dehlinger is requesting for more coverage. *Ferraccioli* suggested the investigate the Crescent City Port practices and hire staff to do surveillance instead. There was concerns about opening the Port up to liabilities and asked to contact Crescent City Port, to investigate their security practices and what issues they face.

Ferraccioli made a motion to extend another 30 days and investigate other means of security. Second by Speir. Motion passed 4-0.

C. Procurement Approval for Roof Repairs:

Dehlinger requested to postpone until next meeting, due to receiving the proposals today.

Heap made a motion to postpone Action Item C until a future meeting. Second by Range. Motion Passed 4-0.

D. Procurement Approval for Backflow Devices:

Dehlinger requested to postpone until next meeting, due to receiving the proposals today.

Heap made a motion to postpone Action Item D until a future meeting. Second by Range. Motion Passed 4-0.

E. Green Building Proposals:

Youwanda started the presentation talking about our environment, wants to develop the green building by tying it to the boardwalk and through a closed circuit tv, show port activity. Rob Crocker continued the proposal and what future plans they see with the building. Presented the board with three options but is open to suggestions and discussed business options for inside the building. The board had a few questions and suggestions for Mr. Crocker but agreed they do not want to sell the land. The board agreed that they do need to decide on what they want to see for the building, and the consensus was to support commercial retail but cannot affect our current tenants. The board agreed to give this item another 30 day and discuss this at the next regular meeting.

Heap made a motion to postpone Action Item E until a future meeting. Second by Range. Motion Passed 4-0.

F. Budget Committee Selection:

Dehlinger informed the board that two members have resigned and have only received one application.

Range made a motion to approve Camille Soares Brown for the 6th position on the budget committee. Second by Speir. Motion passed 4-0.

G. CPA Audit Report FY 2017-18:

Dehlinger let the board know our audit report isn't completed yet, hoping to have it completed by March 26 meeting. The Port was denied an extension. Board agreed to have a special meeting the last Saturday of the month if the audit report is complete.

Heap made a motion to postpone Action Item G until a future meeting. Second by Range. Motion Passed 4-0.

H. Port Policy and Procedure List:

Dehlinger is requesting the board to look at policies and procedures on a biannual basis.

Ferraccioli made a motion to establish a board biannually review of policy and procedures. Second by Speir. Motion passed 4-0.

I. Port Safety Program 2019:

Dehlinger informed the board the current program is 21 years old, the program proposed was developed with the help of SDAO.

Range made a motion to approve the Safety program as present. Second by Ferraccioli. Motion passed 4-0.

J. Port Surplus Property Policy:

Board approved in 2007 but a resolution was never completed. Presenting a new procedure for approval.

Speir made a motion to approve the surplus property policy. Second by Range. Motion Passed by 4-0.

K. Moorage Policy & Procedures:

Speir made a motion to accept the moorage policy and procedure. Second by Range. Motion passed 4-0.

L. Gear Storage Service Agreement:

Speir made a motion to accept the gear storage service agreement. Second by Ferraccioli. Motion passed 4-0.

M. Emergency Response Plan:

Developed when we operated the ice house cold storage, would like to use the same response plan for the whole port and to allow the Port Manger to make emergency decisions.

Range made a motion to approve the emergency response plan. Second by Speir. Motion passed 4-0.

N. Resolution No. for Ordinance No. 21 Transient Dock Boat Ramp and Public Parking:

This ordinance has already been approved and read three times; this is to memorialize the ordinance.

Speir made a motion to adopt a Resolution for Ordinance 21. Second by Range. Motion passed 4-0.

O. Resolution No. for Ordinance No. 22 Sleeping and Camping on Port Property:

This ordinance has already been approved and read three times; this is to memorialize the ordinance.

Range made a motion to adopt a Resolution for Ordinance 22. Second by Speir. Motion passed 4-0.

P. RV Park Rules and Regulations:

*Speir made a motion to accept Beachfront RV Park Rules and Regulations.
Second by Range. Motion passed 4-0.*

Q. Audit Engagement Letter:

CPI requested this since we have changed our accounting procedures.

*Ferraccioli made a motion to approve audit engagement letter dated March 15, 2019 with C.J. Huntsman, CPA, P.C. for the fiscal year 2017-18 reporting.
Second by Speir. Motion Passed 4-0.*

R. Resolution No. 504 Change of Accounting Procedure Correction:

Speir made a motion to approve Resolution No. 507 Change of Accounting Procedure. Second by Range. Motion passed 4-0.

7. Information Items:

A. Port Staff Chart and Job Descriptions:

Dehlinger just wanted to inform the board of what job descriptions we currently have and what their duties are.

B. INFRA Grant 2019 Application:

Dehlinger wanted to show the board what engineer Jack Akin and Port staff have done regarding this grant.

C. Port Rates for Fiscal Year 2019-20:

Dehlinger wanted the board to start thinking about the rates and what they want changed, will need to review again before the fiscal year.

D. February 23 – 25 Storm Event, FEMA IDA:

Dehlinger has been submitted storm damage to the county, FEMA will be inspecting the site.

8. Commissioner Comments:

Range mentioned that our volunteer application should have a statement regarding taking a photograph of them.

Speir just wanted to correct how he talked about the fishing industry, but crab in being shut down April 15 in California because of the whales.

Heap asked for the counsel to look at a way to free up the commercial fleet.

9. Next Regular Meeting Date – February 19, 2019, 6:00 pm

10. Adjournment:

Heap adjourned the meeting at 8:22 pm.

Joseph M. Spein
Signature

4-18-19
Date Signed

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

**PORT OF BROOKINGS HARBOR
RESOLUTION NO. 2026-09**

**A RESOLUTION OF THE PORT OF BROOKINGS HARBOR
ADOPTING A VOLUNTEER APPLICATION**

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 of Brookings Harbor desires to establish a formal procedure for allowing members of the public to volunteer their time and services to the Port; and

WHEREAS, all individuals wishing to volunteer their services must complete and submit a volunteer application to the Port Office prior to performing any volunteer activity on Port property; and

WHEREAS, all volunteer applications must be reviewed and approved by the Port Manager before any volunteer services begins; and

WHEREAS, all duties performed by volunteers must be assigned, directed and supervised by an authorized Port employee;

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 hereby adopts procedures establishing a process by which members of the public may volunteer their time and services to the Port contingent upon approval by the Port Manager.
2. The attached document "**Volunteer Application**" attached hereto as **Exhibit A**, is hereby approved and incorporated into this Resolution by reference.
3. Any prior resolutions or portions of resolutions in conflict with this Resolution are hereby repealed.

APPROVED AND ADOPTED by the Board of Commissioners this 20 day of May 2026.

ATTEST:

Sharon Hartung, President

Daniel Fraser, Secretary/Treasurer



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

EXHIBIT A

Volunteer Application

Volunteer Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Age: _____

Description of work to be done: _____

Materials required: _____

Under Age Volunteer Information

IF VOLUNTEER IS UNDER AGE 18:
To be filled out by Parent or Legal Guardian _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

I affirm that I am the parent/guardian of the above-named volunteer. I understand that the Port of Brookings Harbor does not provide any compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Port employee.

I have read the attached description of the service that the volunteer will perform.

I give my permission for _____ to participate in the specified volunteer activity at the Port of Brookings Harbor on _____
(Date) (Parent/Guardian Signature) (Date)



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

Emergency Contact

Please provide someone to contact in case of an emergency.

Full Name: _____

Relationship: _____

Phone #: _____

Volunteer Agreement / Disclaimer

I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Port employees. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the Port or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the job description, will become the property of the Port, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to Port Staff.
- I do give permission for my photograph, name, video image or work to be published on the Port website, Port meetings, community events or used in television broadcast if a newspaper or camera crew wishes to report on a Port activity.
- I do **NOT** give permission for my photograph, name, video image or work to be published on the Port website, Port meetings, community events or used in television broadcast if a newspaper or camera crew wishes to report on a Port activity.

Disclaimer: I agree to protect and hold harmless the Port of Brookings Harbor, and any and all business or property owners located at the Port of Brookings Harbor, their successors, representatives and assigns, for any injuries, accidents, or losses suffered while participating as a volunteer.

I do hereby volunteer my services as described above, to assist in Port-authorized work. I agree to follow all applicable safety guidelines & Port Ordinances.

Signature of Volunteer _____ *Date*

Port Approval (To be completed by Port official)

This Volunteer Application has been reviewed by Port management. The Port of Brookings Harbor agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above.

Approved by: _____ _____
Port Representative Date