



AGENDA

Port of Bandon
 Budget Committee Meeting ,
 Regular Commission Meeting &
 Executive Session 192.660(2)(e)(j)
 April 25, 2024, 5:30pm
 Bandon Public Library
 Bandon, OR and ZOOM
www.portofbandon.com/meetings
 for details

			PAGES
A.	Consent Calendar		
i.	March Minutes	Commissioners	A-B
ii.	March Financials	Commissioners	C-M
B.	Public Contracts and Purchases		
i.	Marina Brackets	Jeff/Commissioners	Verbal
ii.	Bandon Bait Lease	Jeff/Josh/Commissioners	1-14
C.	Public Hearings		
i.	FY2024-2025 Budget Committee Meeting	Jeff/Kathy/Commissioners	15-20
	Open hearing		
	Commission appoints the budget committee		
	Receive the budget document		
	Hear the budget message		
	Hear public comment		
	Discuss changes		
	Approve budget by motion		
	Approve property tax by motion		
	Close hearing		
D.	Port Managers Report		
i.	Marina Update	Jeff/Commissioners	Verbal
ii.	Launch Ramp Update	Jeff/Commissioners	Verbal
iii.	High Dock Office Update	Jeff/Commissioners	Verbal
iv.	Bandon Fisheries Landscape Design	Jeff/Commissioners	21-29
v.	Broadband Support Letter	Jeff/Commissioners	30
E.	Port Staff Reports		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Events/Leases/Moorage	Josh/Commissioners	31
F.	Public Comment		
G.	Executive Session		
i.	ORS 192.660 (2)(E)(J)	Jeff/Commissioners	
H.	Adjournment		

NOTES:

Port of Bandon
Regular Commission Meeting
March 28, 2024, 5:00 pm
Bandon Public Library
Bandon, OR

Commissioners Present: Reg Pullen, Donny Goddard, Don Starbuck, Wayne Butler, and Rick Goche
Staff: Jeff Griffin - Port Manager, Josh Adamson – Port Specialist, Shawn Winchell – Harbormaster
Guests: Dino Kummelehne, John Towne

Commissioner Pullen opened the meeting at 5:00pm

Commissioner Pullen asked for a motion to approve the consent calendar. **A motion was made by Commissioner Goddard. Commissioner Goche seconded the motion. Motion passes unanimously.**

Commissioner Goche gave a brief presentation on his trip with Pacific Northwest Waterways Association's Mission to Washington D.C. to help lobby for port projects and initiatives. Commissioner Goche was able to speak to local and federal representatives about dredging, jetty repair, restoration of the Coquille River Lighthouse and the uninhabitable current Coast Guard Station and maintenance of the property.

Josh briefed the Commission on purchasing marina management software that will replace old methods used for taking moorage. MarinaGo is a management software from Scribble that includes a visual map, invoicing, group emailing and slip management. The initial cost was \$3,000 and has an annual cost of \$1,400 per year. This will reduce the amount of paperwork and time spent used to provide moorage.

A log had hit one of the piles under Weber Pier knocking it out of its cap. Shawn has communicated with West Coast Contractors to help assist in the repair. Jeff requested spending authority for a contract to repair the pile as well as make additional needed repairs to the pier. **Commissioner Starbuck made a motion to authorize Jeff to spend up to \$20,000 to West Coast Contractors in the repair of the pile located on Weber Pier. Commissioner Butler seconded. Motion passes unanimously.**

The Port has signed an agreement with Oregon Department of Fish and Wildlife for the 2024 Cormorant hazing season. Daniele Boone has been contracted by the Port to perform the hazing. James Lawonn from O.D.F.W. and Daniel stopped by the office to go over details.

Bellingham Marine gave a quote back for the construction of a security gate. Shawn has reached out to Mike Greyhek who is a local and can fabricate a gate at reduced cost. Josh will investigate locking mechanisms.

Port Manager's Report:

Electrical work for the marina was proposed to be delayed until August however, needed components showed up as needed and delay is no longer. Jeff is looking into installing braces on 30-foot fingers like the 40-foot ones have as added support. The concrete breakwater is state of the art and prevents wave attenuation in the marina.

The curtain drain in the boat launch was completed. All precast plates are installed with 5 pours of concrete to complete the top ramp.

The City of Bandon had delayed the staff review for the High Dock Harbor Office and the Port is awaiting zoning compliance to deliver to the county building code office. With zoning compliance, H.G.E. will deliver drawings to the county.

The Port had to reapply to the City for the approval of paving the gravel lot at the Fisheries Building with the landscape design to include the Washed Ashore sculpture, tide pools, pedestrian walkways, and possible aquaculture. The Port has \$175,000 secured for the project and could begin work this fall.

Staff Report:

Shawn and crew have completed all garage doors to original historic specifications. Dave Milton scheduled his retirement for the end of March. The Port has an ad out to fill the position. Jeff Holiman will be promoted to Maintenance II.

Public Comment:

Dino thanked the Port for its professionalism. Wayne asked about bathrooms/showers at the High Dock Harbor Office and if used for transient boaters. John Towne had questions about door height and cost savings. John also thanked the Port for being able to broadcast on Zoom despite recent issues with the program and logging in.

Regular Meeting was adjourned at 6:30pm

Respectfully submitted by

Joshua Adamson

11:54 AM

04/09/24

Port of Bandon
Reconciliation Summary
1010 - Banner Bank Checking, Period Ending 03/31/2024

	Mar 31, 24	
Beginning Balance	314,035.82	
Cleared Transactions		
Checks and Payments - 39 items	-4,194,243.05	
Deposits and Credits - 16 items	4,017,639.07	
Total Cleared Transactions	-176,603.98	
Cleared Balance	<u>137,431.84</u>	82
Uncleared Transactions		
Checks and Payments - 9 items	-26,522.96	
Total Uncleared Transactions	-26,522.96	
Register Balance as of 03/31/2024	<u>110,908.88</u>	
New Transactions		
Checks and Payments - 7 items	-37,687.50	
Deposits and Credits - 1 item	4,681.08	
Total New Transactions	-33,006.42	
Ending Balance	<u>77,902.46</u>	

C



10 South First Avenue
P.O. Box 907
Walla Walla, WA 99362-0265
bannerbank.com

Statement of Account

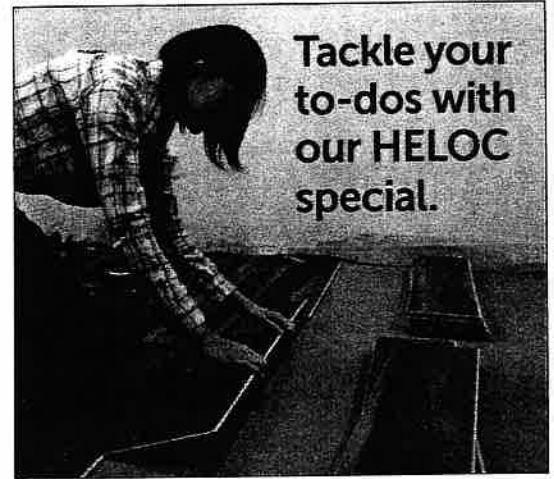
Statement Date 03/29/24

Page 1 of 2

Account Number XXXXXXXXXXXX [REDACTED]

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
390 1st St SW
Bandon OR 97411



SUMMARY OF ACCOUNTS

Complete Public Funds Checking	XXXXXXXXXXXX [REDACTED]	\$137,431.84	Our spring HELOC special is on! From paying off bills to updating your house, you can use the equity in your home to finance all sorts of projects. Visit your branch or call us at 800-272-9933 to get started. We love helping you tackle your spring and summer to-do lists.
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CHECKING ACCOUNT

XXXXXXXXXXXX [REDACTED]

Complete Public Funds Checking

Account Title: Port of Bandon		Statement Dates	3/01/24 thru 3/31/24
Account Number	XXXXXXXXXXXX [REDACTED]	Days in the statement period	31
Previous Balance	314,035.82	Average Ledger	939,508.79
8 Deposits/Credits	1,949,305.88	Average Collected	939,240.09
3 Debits	28,610.92		
34 Checks	2,097,298.94		
Service Charge	.00		
Interest Paid	.00		
Current Balance	137,431.84		

1:53 PM

04/02/24

Port of Bandon
Reconciliation Summary
1020 - Banner Bank Merchant, Period Ending 03/31/2024

	<u>Mar 31, 24</u>	
Beginning Balance		63,084.66
Cleared Transactions		
Checks and Payments - 3 items	-82,131.99	
Deposits and Credits - 4 items	23,400.61	
Total Cleared Transactions	-58,731.38	
Cleared Balance		<u>4,353.28</u>
Register Balance as of 03/31/2024		4,353.28
New Transactions		
Deposits and Credits - 1 item	800.00	
Total New Transactions	800.00	
Ending Balance		<u>5,153.28</u>

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E



10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

Statement Date 03/29/24

Page 1 of 2

Account Number XXXXXXXXXXXXX

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 Merchant Services Account
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking XXXXXXXXXXXXX

\$4,353.28

82

Our spring HELOC special is on! From paying off bills to updating your house, you can use the equity in your home to finance all sorts of projects. Visit your branch or call us at 800-272-9933 to get started. We love helping you tackle your spring and summer to-do lists.

CHECKING ACCOUNT

XXXXXXXXXXXX

Basic Public Funds Checking

Account Title: Port of Bandon

Merchant Services Account

Account Number XXXXXXXXXXXXX
 Previous Balance 63,084.66
 3 Deposits/Credits 11,761.30
 2 Debits 70,492.68
 Service Charge .00
 Interest Paid .00
 Current Balance 4,353.28

Statement Dates 3/01/24 thru 3/31/24
 Days in the statement period 31
 Average Ledger 40,382.60
 Average Collected 40,382.60

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2:59 PM

04/02/24

Port of Bandon Reconciliation Summary

1030 · LGIP Local Gov Investment Pool, Period Ending 03/31/2024

	<u>Mar 31, 24</u>	
Beginning Balance	4,018,305.69	
Cleared Transactions		
Checks and Payments - 2 items	-900,000.05	
Deposits and Credits - 2 items	29,396.73	
Total Cleared Transactions	<u>-870,603.32</u>	
Cleared Balance	<u>3,147,702.37</u>	82
Register Balance as of 03/31/2024	3,147,702.37	
Ending Balance	3,147,702.37	

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OREGON
STATE
TREASURY

Account Statement

For the Month Ending March 31, 2024

PORT OF BANDON - PORT OF BANDON - 5627

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
03/01/24	03/01/24	LGIP Fees - ACH Redemption (1 @ \$0.05 - From 5627) - February 2024	1.00	(0.05)	4,018,305.64
03/08/24	03/08/24	Coos County - ME 2/24 Tax Distribution	1.00	13,952.68	4,032,258.32
03/14/24	03/14/24	Redemption - ACH Redemption	1.00	(900,000.00)	3,132,258.32
03/29/24	04/01/24	Accrual Income Div Reinvestment - Distributions	1.00	15,444.05	3,147,702.37
Closing Balance					3,147,702.37

IF

82

Opening Balance	4,018,305.69	Closing Balance	3,147,702.37
Purchases	29,396.73	Average Monthly Balance	3,508,021.66
Redemptions	(900,000.05)	Monthly Distribution Yield	5.20%

Closing Balance	3,147,702.37	Fiscal YTD July-March	3,147,702.37
Dividends	15,444.05		172,939.06

3:16 PM

04/02/24

Port of Bandon
Reconciliation Summary
1040 · Banner Bank PEDF Account, Period Ending 03/31/2024

	<u>Mar 31, 24</u>
Beginning Balance	235,549.61
Cleared Transactions	
Deposits and Credits - 6 items	6,439.09
Total Cleared Transactions	<u>6,439.09</u>
Cleared Balance	<u>241,988.70</u>
Register Balance as of 03/31/2024	241,988.70
Ending Balance	241,988.70

82

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10 South First Avenue
 P.O. Box 907
 Walla Walla, WA 99362-0265
 bannerbank.com

Statement of Account

Statement Date 03/29/24

Page 1 of 2

Account Number XXXXXXXXXXXX

(509) 527-3636 | (800) 272-9933 Toll-Free

Port of Bandon
 390 1st St SW
 Bandon OR 97411



SUMMARY OF ACCOUNTS

Basic Public Funds Checking XXXXXXXXXXXX

\$241,988.70

82

Our spring HELOC special is on! From paying off bills to updating your house, you can use the equity in your home to finance all sorts of projects. Visit your branch or call us at 800-272-9933 to get started. We love helping you tackle your spring and summer to-do lists.

CHECKING ACCOUNT

XXXXXXXXXXXX

Basic Public Funds Checking

Account Title: Port of Bandon
 Account Number XXXXXXXXXXXX
 Previous Balance 235,549.61
 4 Deposits/Credits 6,439.09
 Debits .00
 Service Charge .00
 Interest Paid .00
 Current Balance 241,988.70

Statement Dates 3/01/24 thru 3/31/24
 Days in the statement period 31
 Average Ledger 239,351.15
 Average Collected 238,766.72

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PORT OF BANDON
 CHECK TRANSACTIONS
 MARCH 2024



DATE	CK #	NAME	AMOUNT
03/13/2024	5704	Mast Bros. Towing & Recovery	(120.50)
03/13/2024	5705	Metal Designs NY Inc.	(2,784.78)
03/13/2024	5706	Stericycle Inc.	(74.52)
03/13/2024	5707	Bandon Ace Hardware	(207.38)
03/13/2024	5708	Oregon Corrections Enterprises	(359.00)
03/13/2024	5709	Hennick's	(12.79)
03/13/2024	5710	Bandon Supply Inc.	(1,580.28)
03/13/2024	5711	Golder's Bay Area Napa	(120.01)
03/13/2024	5712	Bandon Concrete	(74.54)
03/13/2024	5713	Special District Ins Services	(6,540.14)
03/13/2024	5714	Les County Sanitary Service	(35.22)
03/13/2024	5715	Pacific Power	(17.61)
03/13/2024	5716	Coastal Paper	(374.28)
03/13/2024	5717	City of Bandon	(3,436.50)
03/13/2024	5718	Tyree Oil	(174.80)
03/13/2024	5720	Clear Choice Glass & Window	(10.00)
03/13/2024	5721	Jeff Holiman	(26.99)
03/13/2024	5722	Oregon Tool and Supply	(79.90)
03/13/2024	5723	West Coast Contractors, Inc.	(2,059,417.75)
03/13/2024	5724	South Coast Express Lube	(345.89)
03/13/2024	5725	Scribble Software	(3,000.00)
03/13/2024	5726	Rick Jackson	(250.00)
03/14/2024	5727	Pentair	(18,306.31)
03/18/2024	5728	CED	(751.00)
03/18/2024	5729	Rick Goche	(1,165.80)
03/18/2024	5730	Pioneer Roofing	(4,000.00)
03/20/2024	5731	Tyree Oil	(109.73)
03/20/2024	5732	Canon Solutions America	(136.12)
03/21/2024	5733	HGE Inc.	(1,881.50)
03/22/2024	5734	Banner Bank	(2,746.07)
			<u>(2,108,139.41)</u>

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ASSETS

CURRENT ASSETS	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
Banner Bank Checking Account	\$111,081.38	\$0.00	\$0.00	\$111,081.38
Banner Bank Merchant Account	\$4,353.28	\$0.00	\$0.00	\$4,353.28
Banner Bank PEDF Account	\$0.00	\$0.00	\$241,988.70	\$241,988.70
LGIP Investment Account	\$376,124.71	\$678,966.16	\$2,092,611.51	\$3,147,702.37
Petty Cash	\$100.00	\$0.00	\$0.00	\$100.00
TOTAL CURRENT ASSETS	\$491,659.37	\$678,966.16	\$2,334,600.21	\$3,505,225.73

OTHER ASSETS	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
PEDF NOTES RECEIVABLE	\$0.00	\$0.00	\$400,991.90	\$400,991.90
TOTAL OTHER ASSETS	\$0.00	\$0.00	\$400,991.90	\$400,991.90

TOTAL ALL ASSETS	\$491,659.37	\$678,966.16	\$2,735,592.11	\$3,906,217.63
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EQUITY	GENERAL FUND	CAPITAL FUND	RESERVE FUND	ALL FUNDS
PEDF EQUITY	\$0.00	\$0.00	\$407,797.35	\$407,797.35
FUND BALANCE, BEG OF YEAR	\$465,337.91	\$312,973.00	\$4,298,936.00	\$5,077,246.91
CURRENT NET INCOME	\$26,320.11	\$386,932.90	(\$895,286.76)	(\$471,792.64)
TOTAL EQUITY	\$491,658.02	\$678,967.50	\$2,735,592.11	\$3,906,217.63

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PORT OF BANDON

GENERAL FUND BUDGET

Fiscal Year 2023 - 2024



REVENUE ACCOUNT	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
Bank Interest	40,000.00	15,444.05	172,857.36	(132,857.36)	-332.14%
Misc. Revenue	100,500.00	4,607.76	36,829.13	63,670.87	63.35%
Moorage	20,000.00	724.00	11,283.00	8,717.00	43.59%
Property Taxes, Current	563,174.00	12,515.04	569,242.73	(6,068.73)	-1.08%
Property Taxes, Prior Years	25,000.00	1,437.64	13,302.09	11,697.91	46.79%
Rental Revenue	253,718.00	17,376.16	180,049.96	73,668.04	29.04%
TOTAL REVENUE	1,002,392.00	52,104.65	983,564.27	18,827.73	1.88%

PERSONNEL SERVICES	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
TOTAL MONTH	525,000.00	6,540.14	343,718.47	181,281.53	34.53%

MATERIALS * SERVICES	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
Office Supplies	10,000.00	414.16	8,410.72	1,589.28	15.89%
Printing & Advertising	2,000.00	0.00	713.52	1,286.48	64.32%
Building Maintenance	75,000.00	896.56	5,750.80	69,249.20	92.33%
Dock Maintenance	10,000.00	0.00	11,759.16	(1,759.16)	-17.59%
General Operations	20,000.00	2,046.51	12,219.65	7,780.35	38.90%
Grounds Maintenance	20,000.00	3,637.31	9,657.96	10,342.04	51.71%
Utilities & Phone	35,000.00	1,840.58	15,528.66	19,471.34	55.63%
Commission Expenses	8,000.00	1,165.80	7,938.85	61.15	0.76%
Legal Fees	10,000.00	0.00	0.00	10,000.00	100.00%
Audit	15,000.00	0.00	11,602.70	3,397.30	22.65%
Insurance	65,000.00	0.00	64,746.74	253.26	0.39%
Dues & Fees	15,000.00	527.68	13,450.39	1,549.61	10.33%
Miscellaneous	10,000.00	724.44	10,789.90	(789.90)	-7.90%
Employee Expenses	8,000.00	115.89	6,469.85	1,530.15	19.13%
Marketing	6,000.00	0.00	792.00	5,208.00	86.80%
Taxes	4,000.00	0.00	3,044.48	955.52	23.89%
Professional Fees	20,000.00	0.00	3,765.00	16,235.00	81.18%
Contract Grounds Services	5,000.00	0.00	3,160.00	1,840.00	36.80%
TOTAL MATERIALS & SERVICES	338,000.00	11,368.93	189,800.38	148,199.62	43.85%

CAPITAL OUTLAY	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
Equipment	18,293.00	3,000.00	6,500.00	11,793.00	64.47%
Building Expenses	35,000.00	4,000.00	13,126.00	21,874.00	62.50%
Property Improvements	150,000.00	1,410.00	42,998.96	107,001.04	71.33%
TOTAL CAPITAL OUTLAY	203,293.00	8,410.00	62,624.96	140,668.04	69.19%

TRANSFERS	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
Transfer to Reserve Fund	361,099.00	0.00	361,099.00	0.00	0.00%
TOTAL TRANSFERS	361,099.00	0.00	361,099.00	0.00	0.00%

SUMMARY	BUDGET	MARCH	TOTAL YEAR	\$ REMAINING	% REMAINING
Total Revenue	1,427,392.00	52,104.65	983,564.27	443,827.73	31.09%
Total Expenses	1,427,392.00	26,319.07	957,242.81	470,149.19	32.94%
TOTAL NET REVENUE	0.00	25,785.58	26,321.46	913,976.92	

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LEASE AGREEMENT

BETWEEN: Port of Bandon (hereinafter "Landlord")
390 First St. SW
Bandon OR 97411

AND: Dianne Williams, dba Bandon Bait & Tackle (hereinafter "Tenant")
110 First St. SE
Bandon OR 97411

Effective Date: April 1, 2015

Term: Ten Years

In consideration of the mutual agreements contained herein, Landlord agrees to lease to Tenant, and Tenant agrees to Lease from Landlord, the premises ("Premises") described in Section 1 below for the purposes and on the terms and conditions set forth in this Lease Agreement (the "Lease").

Section 1. Description of Premises

- 1.1 **Premises.** The Premises consist of a 1774 square foot parcel of land thereon described as Tax Lot 802 L01 (Assessor's Account # 24552.10) located at 110 First St. SE, Bandon, OR 97411.
- 1.2 **Building.** Tenant currently owns the Building located on the Premises. Upon the expiration or other termination of this Lease, it is agreed that the Landlord shall have the right (but not the obligation) to purchase the building from the Tenant for cash in a single payment for an amount equivalent to 50% of the fair market value of the building as determined by the Coos County Assessor as stated on the most recent tax statement published by the Coos County Tax Collector. If the Landlord elects not to purchase the building, it is agreed that the Tenant shall promptly remove the building from the Premises at the Tenant's sole expense.
- 1.3 **Parking.** Landlord agrees to lease to Tenant, at the same price per sq. ft., a nonexclusive license during the term of this Lease to use two (2) unspecified parking spaces in the adjacent public parking lot area for Tenant's use to meet the minimum requirements of the City of Bandon Parking Ordinance.

Section 2. Term

- 2.1 Term. The term of this Lease shall begin on April 1, 2015 (the "Effective Date"), and shall terminate on March 31, 2025.
- 2.2 Possession. Tenant's right to possession and obligations under this Lease shall commence on the Effective Date.
- 2.3 Tenant's Termination Option. If Tenant is not in default under this Lease, Tenant may terminate this Lease on thirty (30) days' prior written notice to Landlord. Notwithstanding any exercise of this termination option by Tenant, Landlord shall retain its rights and remedies under this Lease with respect to any default by Tenant.

Section 3. Rent

- 3.1 Rent. Commencing on the Effective Date, Tenant shall pay to Landlord as rent for the Premises the sum of \$575.00 per month. Rent shall be due in advance on the first day of each month of the term. On the first anniversary of the Effective Date, and on each annual anniversary of the Effective Date thereafter, rent for each succeeding lease year (including any lease years during the Option Term) will be increased by the same percentage as the percentage change in the Portland-Salem OR-WA Consumer Price Index for Urban Consumers ("CPI-U") during the preceding calendar year. If the applicable CPI-U is zero or is negative, the rent shall remain unchanged for that lease year. In no event shall the rent decrease. All sums which Tenant is required to pay to Landlord or third parties under this Lease shall be considered "rent" within the meaning of this Lease. Rent payments shall be made without deduction or offset in lawful money of the United States and delivered personally to Landlord's business address in Bandon, Oregon, by mail to Landlord at P.O. Box 206, Bandon, Oregon 97411, or such other address as may hereafter be designated by Landlord. If mailed, rent payments shall be received by Landlord by the 1st day of the month.
- 3.2 Late Fee; Returned Check Charge. Tenant shall pay Landlord a late fee of \$50.00 in addition to the rent then due, if Tenant fails to pay monthly rent by the tenth day following its due date. In addition to the sums required to be paid by Tenant pursuant to this Section 3, Tenant shall pay Landlord a fee of \$36.00 for each check tendered by Tenant to Landlord which is dishonored by the financial institution upon which Tenant drew the check. Following receipt of a dishonored check, Landlord shall have the right to request that rent be paid by cashiers or certified check.
- 3.3 Security Deposit. Tenant shall not be required to pay a security deposit to secure its obligations under this Lease.

Section 4. Use of the Premises

- 4.1 Permitted Use. The Premises shall be used for the operation of a business selling merchandise and food to the general public and providing outfitting services; and for no other purposes without Landlord's prior written consent. Such uses must be in accordance with City of Bandon ordinances and all other applicable laws.



PORT OF BANDON

390 FIRST ST SW ♦ BANDON, OREGON 97411 ♦ PHONE (541) 347-3206

LEASE AGREEMENT

Between: **PORT OF BANDON, an Oregon Port (hereinafter "Lessor")**
390 1st St SW
Bandon, OR 97411

And:
Brian W. Foley
d.b.a.:
Bandon Bait and Tackle
(Hereinafter "Lessee")
110 First St. SE Home #: (559) 326-6285
Bandon, OR 97411

Effective: May 1, 2024

In consideration of the mutual agreements contained herein, Lessor leases to Lessee the property ("Premises"), including real property, described in Section 1 for the purposes and on the terms stated below:

Section 1. **Description of Premises**

- 1.1 The leased premises consist of a 1,229 sq ft building and land thereon described as Tax Lot 802 Z1 (Assessor's Account # 24552.10) 28S 15W 25AD, located at 110 First St. SE, Bandon, OR 97411.

Section 2. **Term**

- 2.1.1 The initial term of this lease shall begin on May 1, 2024, and shall continue to May 1, 2027.
- 2.2 Lessee shall have the option to renew this Lease (the "Option") upon the terms and conditions set forth herein, for an additional five-year term from May 1, 2027, to May 1, 2032 (the "Option Term"). The Option may only be exercised if Lessee is not in default at the time the Option is exercised. If exercised, the Option Term shall commence on the day following the date of termination of the Initial Term. The Option may be exercised by written notice to Lessor given not less than 120 days prior to the last day of the Initial Term. The terms and conditions of the Lease for the Option Term shall be identical to the Initial Term, except that the Lessee will no longer have an option to renew this Lease that has been exercised. Rent during any option terms shall be adjusted up each year in proportion to the change in the Consumer Price Index for all Western Urban Consumers (CPI-U-W) during the preceding year.

- 2.3 The Lessor may, upon the expiration of the first five-year renewal, grant a second five-year renewal beginning May 1, 2032, for a total occupancy of 13 years. Upon expiration of total occupancy, Lessee may negotiate a new lease. The decision to grant or not grant a second renewal and the renewal terms will be solely by Lessor. Lessor will not unreasonably refuse to grant a second renewal and under terms prevailing in the local market at the time of granting. The decision to grant or not grant a renewal will be solely up to Lessor. An intent for extension must be submitted in writing and given to the Lessor not less than 120 days prior to the last day of the initial term. Lessor will not unreasonably refuse to grant a second renewal and under terms prevailing in the local market at the time of granting.

Section 3.
Possession

- 3.1 Lessee shall have the right to possess and use the Premises on the effective date of this lease.

Section 4.
Rent

- 4.1 Lessee shall pay to Lessor, as rent for the Premises 1.1, the sum of \$1,413.35 on or before May 1, 2024. Thereafter, due on the first day of each month, the monthly rent of \$1,413.35 (\$1.15 per sq. ft.), during the first year of the lease. Year 2 is to be based on \$1.20 per sq. ft., or \$1,474.80 per month, Year 3 at a rate of \$1.25 per sq. ft. or \$1,536.25 per month. Rent for each succeeding year starting year 4 shall be adjusted in proportion to the change in the Consumer Price Index (CPI-UW) for the preceding year. If the applicable CPI-UW is zero or is negative, the rent shall remain unchanged for that lease year. In no event shall the rent decrease.
- 4.3 Garbage. Lessee may continue to use current designated Port owned site located on 1st St adjacent to Elmira Ave. The rate for location will be \$10 per yd of dumpster size.
- 4.2 Time is declared to be of the essence. Rent payments shall be made on time, in the correct amount and in lawful money of the United States of America to Lessor's business address in Bandon, Oregon or by mail to Lessor at 390 1st St SW, Bandon, Oregon. If mailed rent payments shall be received by the fifth day of the month.
- 4.3 Beginning on the sixth day of that rental period, Lessee shall pay a late fee of \$75.00 per day, in addition to the rent then due, with any rent received after the fifth day of the month in which the rent is due. No more than five percent (5%) in total of the monthly rent payment amount may be charged for which the rent payment is delinquent.
- 4.4 Lessee shall pay to Lessor a fee of \$35.00 for each check tendered by Lessee to Lessor which is dishonored by the financial institution upon which Lessee drew the check.
- 4.5 All taxes, insurance expenses and utility charges which Lessee may be required to pay by this lease, and any other sum which Lessee may be required to pay to Lessor or any third party by reason of occupancy of the Premises, shall be additional rent, payable on the same terms and conditions as other rent under this Section 4.

Section 5.
Status of Parties and Occupancy

- 5.1 Lessor is not, by virtue of this Lease, a partner or joint venture of Lessee in connection with the business to be carried on at the Premises, and Lessor shall have no obligation regarding Lessee's debts or other liabilities, and no interest in any of Lessee's profits.

Section 6.
Use of the Premises

6.1 Permitted Use.

1. The Premises shall be used for the operation of a business selling marine-oriented merchandise and food to the general public and providing outfitting services.
2. Lessee shall comply with City of Bandon Municipal Code Chapter 17.48 for uses pertaining to the Marine Commercial (C-3) zone and uses allowed under any approved conditional use permit. Applicable laws, regulations and needs to obtain all required authorizations, permits and licenses shall also be followed. Any new uses proposed by Lessee, beyond those currently occurring on the premises, must first be authorized by the Port of Bandon in writing.
3. Continuous Operation. Tenant shall occupy the Premises continuously for the purpose stated in this Lease and carry on business during the hours customary in comparable businesses similarly situated. This provision shall not prevent Tenant from closing for brief periods when reasonably necessary for inventory, repairs, remodeling (when permitted), or other legitimate purpose related to the seasonal nature of the business carried on, or other factors not within Tenant's reasonable control.

6.2 Restrictions on Use. In connection with the use of the Premises, Lessee:

- (1) Shall comply and conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.
- (2) Shall comply and conform to all rules and regulations of Lessor regarding use of the area surrounding the Premises, including access roads, parking areas and the harbor.
- (3) Shall refrain from any activity that would make it impossible to insure the Premises against casualty or that would increase any insurance rate applicable to the Premises.
- (4) Shall refrain from any use or conduct that would be reasonably offensive to other lessees or to owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the building or of Lessor. This restriction shall include, but shall not be limited to, creating, engaging in, or promoting verbal or physical conflict with Lessor, another Lessee, Port customers, or members of the general public, sufficient to generate a complaint made in good faith to Lessor or to law enforcement officials about such conduct from one or more Lessees or from any member of the public observing or being affected by such use or conduct. Lessor

may, after reasonable investigation, verify the occurrence of such use or conduct and, upon such finding and in Lessor's sole discretion, terminate this Lease according to its terms.

(5) Shall refrain from loading the electrical system of the Premises beyond the point considered safe by a competent engineer or architect selected by Lessor.

(6) Shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 6.1. Lessee shall not store fuel or Hazardous Substances on the Premises. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances permitted on the Premises, and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used or handled on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises and return the Premises to Lessor free of the same. The term "environmental law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

6.3 **Signage.** Signs in compliance with City of Bandon zoning laws may be placed by Lessee on the Premises only after Lessee has received the written approval of the City of Bandon Architectural Review Board and the Lessor, by and through its Port Manager.

Section 7. **Repairs and Maintenance**

7.1 **Lessor's Obligations.** The following shall be the responsibility of Lessor:

- (1) Repair and maintenance of the roof, exterior walls, structural foundation, plumbing, smoke detectors and electrical system of the building located on the Premises.
- (2) Lessor shall be under no obligation to make or perform any other repairs, maintenance, replacements, alterations, or improvements on the Premises unless agreed upon on a case-by-case basis.

7.2 **Lessee's Obligations.** The following shall be the responsibility of Lessee:

- (1) All repairs, maintenance, and upkeep of the Premises, except as specified in Section 7.1(1), including but not limited to the interior of the building, exterior including landscaping, flower boxes, windows, doors, and trash containers.
- (2) Lessee shall keep the Premises in first class repair, operating condition, working order and appearance.
- (3) Lessee shall notify Lessor immediately of any maintenance or repairs required to be performed by Lessor.
- (4) The building includes a fire suppression system. If for any reason the lessee desires to add or delete fire suppression heads for the lessees use, the change shall be at the tenants expense,

only with prior written approval of Lessor and Lessor shall not be responsible for such costs. All State, Local, and Fire Marshall permits and requirements for system are at lessees expense and responsibility.

(5) All fire prevention systems including suppression system and extinguishers must be properly installed, inspected and serviced annually at lessees expense in accordance with State, Local and Fire Marshall guidelines.

7.3 **Reimbursement for Repairs Assumed.** If Lessee fails or refuses to make repairs that are required by this section, Lessor may make the repairs and charge the actual costs of repairs to Lessee. Such expenditures by Lessor shall be deemed additional rent and shall be reimbursed by Lessee on demand together with interest at the rate of ten percent per annum from the date of expenditure by Lessor until paid.

7.4 **Inspection of Premises.** Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, Lessee shall make repairs within a reasonable time after Lessee has received from Lessor written notice of the repairs that are required. Lessee accepts the condition of the Premises existing at the time of execution of this agreement, AS IS, with no promise on the part of Lessor to improve or repair the Premises except as described in Section 7.1(1).

Section 8. **Alterations**

8.1 **Alterations Prohibited.** Lessee shall make no improvements or alterations to the Premises of any kind without first obtaining Lessor's written consent. All improvements and alterations shall be made by licensed contractors and trades people, in compliance with all applicable laws and building codes, and Lessee shall promptly pay the expense of such alterations or improvements.

8.2 **Ownership and Removal of Alterations.** Any alterations or improvements to the Premises shall become the property of Lessor when installed and shall not be removed by Lessee from the Premises at the end of the lease.

Section 9. **Insurance**

9.1 **Lessor's Insurance.** Such policy shall provide protection against damage to or loss of the Premises or the Building caused by fire or other casualty. Lessee acknowledges that it has no right to receive any proceeds from any insurance policy maintained by Lessor.

9.2 **Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

Section 10.
Taxes and Utilities

- 10.1 **Property Taxes.** Lessee shall pay when due all taxes on Lessee's personal property located on the Premises. Lessee shall pay when due all real property taxes, special assessments and charges that may be levied against the Premises, including without limitation taxes and assessments arising under ORS Chapter 307 by reason of the Lease of the Premises to Lessee. Upon receipt of a tax statement from Coos County, Lessee shall promptly pay the amount due. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises.
- 10.2 **Contest of Taxes.** Lessee shall be permitted to contest the amount of any tax or assessment if such contest is reasonable and is conducted in a manner that does not risk that Lessor's interest in the Premises will be foreclosed for nonpayment.
- 10.3 **Payment of Utility Charges.** Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for electric use, water, sewer, gas, and garbage disposal, telephone, and janitorial services.

Section 11.
Damage and Destruction

- 11.1 **Partial Damage.** If the Premises are partially damaged and Section 11.2 does not apply, and if adequate insurance proceeds exist to cover all the damage, the Premises shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch after receipt of insurance proceeds subject to interruptions and delays from labor disputes and matters beyond the control of Lessor.
- 11.2 **Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such an event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the Premises to substantially the same condition as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible after receipt of insurance proceeds and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Lessor's control.
- 11.3 **Rent Abatement.** Rent shall be abated during the repair of any damage based on that portion of the rentable square feet of the Premises not reasonably usable by Lessee.

Section 12.
Eminent Domain

- 12.1 **Partial Taking.** If a portion of the Premises is condemned and Section 12.2 does not apply, the Lease shall continue the following terms: Lessor shall be entitled to all the proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation.
- 12.2 **Total Taking.** If a condemning authority takes all the Premises or a portion sufficient to render the remaining Premises reasonable unsuitable for the use that Lessee was then making of the Premises, the Lease shall terminate as of the date the title vests in the condemning authority.

Lessor shall be entitled to all the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

Section 13.
Liability and Indemnity

13.1 Liens.

- (1) Except with respect to repairs for which Lessor may be responsible, Lessee shall pay when due all claims for work done on and for services rendered or material or equipment furnished to the Premises and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as Additional Rent. Any amount so added shall bear interest at the rate of ten percent (10%) per annum from the date the expenditures were made by Lessor until the date paid in full by Lessee and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- (2) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, if Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien, bond around the lien as provided under Oregon laws, or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as result of a foreclosure or sale pursuant to the lien.

13.2 Indemnification. Lessee shall indemnify, defend, and hold Lessor harmless from any cost, claim, loss, fees, or liability arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee, Lessor shall have no liability to Lessee for any injury, loss, or damage incurred by third parties, or by any condition of the Premises.

13.3 Liability Insurance. Before going into possession of the Premises, Lessee shall procure and thereafter during the term of the Lease shall continue to carry the following insurance at Lessee's cost: Comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000.00 for injury to persons and \$1,000,000.00 for damage to property in a responsible company with coverage for bodily injury and property damage liability. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on the Premises or any condition of the Premises and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring at least thirty (30) days written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the Premises.

Section 14.
Assignment and Subletting

This Lease is personal to Lessee. No part of the Lease may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. No

consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor may withhold or condition such consent in its sole discretion.

Section 15.
Default

The following shall be events of default:

- 15.1 **Default in Payments.** Failure of Lessee to pay any rent or other charge hereunder within ten (10) days after it is due.
- 15.2 **Default in Other Covenants.** Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within 20 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Lessee begins correction of the default with the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 15.3 **Insolvency.** Insolvency of Lessee, an assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition in bankruptcy, an adjudication that Lessee is bankrupt or the appointment of a receiver over the properties of Lessee, the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing attachment of or the levying of execution on the leasehold interest provided herein, and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days. If Lessee consists of two or more individuals, the events of default specified in this Section shall apply to each individual.
- 15.4 **Abandonment.** Lessee's abandonment of the Premises shall be a default under the Lease.
- 15.5 **Use.** Lessee's failure to use the Premises as set forth herein, or Lessee's violation of the use provisions set forth in Section 6.

Section 16.
Remedies on Default

- 16.1 **Termination.** In the event of a default, the Lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may re-enter, take possession of the Premises, and remove any persons or property in a manner provided by law and without liability for damages and without having accepted surrender.
- 16.2 **Re-Letting.** Following re-entry or abandonment, Lessor may in its sole discretion, re-let the Premises, make any suitable alterations, refurbish the Premises, or change the character or use of the Premises to accommodate such re-letting provided, however, Lessor shall not be required to re-let the Premises.
- 16.3 **Damages.** In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- (1) The loss or rental and Additional Rent from the date of default until a new lessee is secured and paying rent in an amount equal to or exceeding the rent specified in Section 4.1.
 - (2) The reasonable costs of reentry and re-letting including without limitation the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Section 16.5, and any other expense occasioned by Lessee's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
 - (3) Any excess of the value of the rent and all of Lessee's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are re-let and continuing through the end of the then current term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.
- 16.4 **Right to Sue More than Once.** Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages shall bar a later action for damages subsequently accruing.
- 16.5 **Lessor's Right to Cure Defaults.** If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after fifteen (15) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of ten percent per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.
- 16.6 **Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
- 16.7 **Lessor's Breach.** Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within thirty (30) days after written notice by Lessee to Lessor, specifying the nature of Lessor's obligations. However, if the nature of Lessor's obligations is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) days period and reasonably proceeds with the same until completion.

Section 17.

Surrender at Expiration.

- 17.1 **Condition of Premises.** Upon the earlier expiration of the lease term or Lessee's default, Lessee shall surrender the Premises in first class condition and broom clean to Lessor. Alterations and improvements constructed by Lessee shall remain on the Premises.
- 17.2 **Fixtures**
- (1) All fixtures placed upon the Premises during the term of this Lease, other than Lessee's trade fixtures, shall become the property of Lessor. If Lessor so directs, Lessee shall remove any or all fixtures that would otherwise remain the property of Lessor and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at the rate of ten percent (10%) per annum from

the date of expenditure until paid in full. At the date of this agreement, all fixtures currently within the premises are trade fixtures.

- (2) Prior to expiration or other termination of the Lease, Lessee shall remove all furnishings, furniture, and trade fixtures that remain its property unless an arrangement is made with Lessor to purchase or take over said fixtures. If Lessee fails to do so, this shall be deemed an abandonment of all such property and Lessor may retain the property and all rights of Lessee with respect to the property shall cease or, by notice in writing given to Lessee within 15 days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove the property, Lessor may affect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the rate of ten percent per annum on all such expenses from the date of expenditure by Lessor.

17.3 **Holdover**

- (1) If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a lessee from month to month, subject to all the provisions of this lease except the provisions for term and renewal, and a rental equal to the rent last paid by Lessee, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. Failure of Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another lessee or with occupancy by Lessor for any purpose including preparation for a new lessee.
- (2) If a month-to-month tenancy results from a holdover by Lessee under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 18. **Miscellaneous**

- 18.1 **Nonwaiver.** A waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice against the party's right to require strict performance of the same provision in the future or of any other provision.
- 18.2 **Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.
- 18.3 **Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States Mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.
- 18.4 **Succession.** Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

- 18.5 **Recordation.** This lease shall not be recorded without the written consent of Lessor.
- 18.6 **Entry for Inspection.** Lessor shall have the right to enter upon the Premises without notice in an emergency, with 24 hour notice, and at any reasonable time to determine Lessee's compliance with this lease, to make necessary repairs to the Premises, or to show the Premises to any prospective lessee, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing of the Premises.
- 18.7 **Interest on Rent and Other Charges.** Any rent or other payment required of Lessee by this lease shall if not paid within ten days after it is due, bear interest at the rate of ten percent per annum from the due date until paid. In addition, if Lessee fails to make any rent or other payment required by this lease to be paid to Lessor within five days after it is due, Lessor may impose a late charge of ten cents per dollar of the overdue payment to reimburse Lessor for the costs of collecting the overdue payment. Lessee shall pay the late charge upon demand by Lessor. Lessor may levy and collect a late charge in addition to all other remedies available for Lessee's default, and collection of a late charge shall not waive the breach caused by the overdue payment.
- 18.8 **Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination.
- 18.9 **Time of Essence.** Time is of the essence in the performance of each of Lessee's obligations under this lease.
- 18.10 **Choice of Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought hereunder shall be brought in Coos County, Oregon.

Section 19
General Provisions

- (a) **Oregon Law Controls.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Oregon.
- (b) **Notices.** Any notice under this Agreement shall be effective three (3) days after it is sent by certified mail, postage prepaid, with return receipt requested, or on the date such notice is personally delivered, to the parties at their addresses shown in the caption of this Agreement. Any party may change its address for the purposes of notice by a notice to the others in accordance with the preceding sentence.
- (c) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. It shall not be necessary that any single counterpart be executed by all parties if at least one counterpart is executed by each party.
- (d) **Amendments.** This Agreement may be amended only by a duly authorized written instrument executed by all the parties. For this purpose, the provisions of paragraph 8(c) apply.
- (e) **Paragraph Headings.** The headings of particular paragraphs of this Agreement are inserted for convenience only and are neither part of nor a limitation upon the paragraph to which each refers.

- (f) **Grammatical Changes.** In construing this Agreement, where appropriate, the masculine, feminine and neuter genders shall each be deemed to include the others, and the singular and plural numbers shall each be deemed to include the other.
- (g) **Relationship of Parties.** This Agreement creates the relationship of Lessor and Lessee between the parties. Lessor is neither Lessee's partner nor joint venture, and Lessor shall neither be responsible for Lessee's liabilities to third parties nor share in Lessee's profits.
- (h) **Legal Proceedings; Attorney Fees.**
 - (1) Any action arising under this Agreement shall be commenced and maintained in the Circuit Court of the State of Oregon for Coos County.
 - (2) In any action arising from this Agreement, the prevailing party shall recover from the other, in addition to statutory costs and disbursements and other sums allowed by law, such sum as the court adjudges reasonable on account of the prevailing party's attorney fees. As used in this paragraph, an "action" includes any suit, action or other proceeding or court-mandated arbitration proceeding, and a "court" includes a trial or appellate court or an arbitration panel.
- (i) **Binding Effect.** This Agreement shall bind and benefit the parties, their heirs, successors and subject to Section 14, their assigns.

Lessor:

PORT OF BANDON

Reg Pullen, President

Lessee:

BANDON BAIT AND TACKLE

Brian W Foley, Owner

Attest:

Donny Goddard, Vice President

Port of Bandon Budget Message Fiscal Year 2024 – 2025

DATE: April 25, 2024
TO: Port Commission and Budget Committee Members
FROM: Jeff Griffin, Port Manager & Budget Officer and Kathy Reed, Finance Director
SUBJECT: FY 2024 – 2025 Budget Message and Documents

The following budget documents contain resource and expenditure items proposed by the Budget Officer for the upcoming fiscal year. The adopted budget for the fiscal year just ending and actual operating data for the prior two fiscal years are included for analysis purposes.

The permanent operating tax rate for the Port is \$.3249 per \$1,000 of assessed value. This rate is applied against the established assessed taxable value in the district. Using the most recent tax collection factor from the Oregon Department of Revenue the 2024-2025 fiscal tax receipts for the Port's taxing district are estimated at \$583,610.24.

After receiving taxes, Port revenue from property lease payments, moorage, and grants contribute to the balance of the Port's budget. Moorage revenue helps to fund marina management, facility repair, and insurance. Lease revenue helps defray the cost of building maintenance and improvements. Property taxes help to cover overall operational expenses, capital outlay and transfers to reserve and capital projects funds.

General Fund: A reasonable cost of living wage adjustment for employees is calculated into this budget based on current cost of living indexes and recent wage analysis. We are also proposing an additional 3/4-time maintenance position for harbor staff to round out our team. An increase in funds for contracting services is anticipated for repairs needed for the crab dock off Weber Pier and a significant amount of funds is transferring out to the Capital and Reserve funds.

Capital Fund: Two projects are budgeted into the Capital Fund, the waterfront enhancement project alongside our Bandon Fisheries building and our new High Dock Harbor Office project. Approximately 75 percent of the cost of these projects are financed through secured grant sources.

Reserve Fund: This year we propose transferring \$100,000 to the Reserve Fund to begin saving for the next sediment dredging project which will likely be needed 7-8 years out for the boat basin, possibly sooner for the launch ramp basin. Finally, you'll note our first annual payment for our new port loan from Business Oregon in the amount of \$40,000 is due during December of 2024.

PORT MISSION STATEMENT: *To promote, in cooperation with local businesses and other local governments and organizations, the economic development potential of the Port District.*

General Fund Budget Definitions

Beginning Fund Balance:

Working Capital	Anticipated funds at the beginning of the fiscal year.
Previously Levied Taxes	Delinquent Property Taxes dispersed to Port.
Interest	Interest earned on savings and investment accounts.
Total Resources	Total of Working Capital, Levied Taxes and Interest.

Other Resources

Moorage	Anticipated service fees to be collected from moorage in the marina.
Rents	Collected on USCG building, the Fisheries Building, and Waterfront properties.
Grants - MAG	Oregon State Marine Board provides \$6,900 annually.
Grants - Other	Other grants collected in the year.
Miscellaneous	Other revenues not recorded elsewhere in other resources.
Contingent Fund Trans from Capital Fund	Monies Transferred from Capital Fund if necessary.
Total Other Resources	The total of all Revenues except for Property Taxes.

ALL RESOURCES

Taxes Necessary to Balance Budget	Anticipated tax revenue from Property Taxes.
Taxes Collected in Year Levied	Property taxes received by the Port.
Total Resources	Total of taxes and other revenues collected.

Personnel Services

Port Manager	Salary Position. 1 FTE
Harbormaster	Salary Position. 1 FTE
Harbor Staff	Hourly Positions. 2.75 FTE
Administrative Staff	Hourly Positions of Port Specialist and Finance Director. 2 FTE
Payroll Taxes and Benefits	Taxes and Benefits paid by the Port.

Materials & Services

Office Supplies and Expenses	Office Supplies
Printing and Advertising	Newspaper, Radio or Items. Printing legal ads, and other advertising.
Building Maintenance	Expenses to maintain Port owned buildings.
Dock Maintenance	Expenses for maintaining Port owned docks.
Grounds Maintenance	Expenses to maintain Port grounds and Boardwalk.
General Operations	Other broad maintenance expenses dedicated to the function of Port Property.
Utilities and Phone	Water, sewer, power, garbage, cell phone, office phone, internet.
Commission Expense	Costs for training and travel of Port Commissioners.
Legal Fees	Attorney fees for necessary Port business.
Audit	CPA fees for annual audit.
Insurance	Property and Liability Insurance.
Dues and Fees	Membership fees to various organizations.
Miscellaneous	Costs not associated with other expenses.
Employee Exp & Education	Training and travel costs of Port staff.
Elections	Election fees for Commissioners.
Marketing & Development	Costs of development and advertising of new projects and events.
Taxes	Property taxes paid to County for rental properties.
Professional Fees	Costs of professional consultants.
Contracted Building & Grounds Services	Janitorial Services.
District Projects	Monies promised to approved district projects.
Total Materials and Services	Total Material and Services expenses.

Capital Outlay

Equipment	Equipment that will become a long term asset.
Coast Guard Building Improvements	Improvements to USCG Building that increase value of building.
Real Property Improvements	Improvements to other Port Property that will increase value.
Total Capital Outlay	Total of all Capital Outlay Expenses.

Transfers & Contingencies

Transfers to other funds	Amount transferred to other funds in June.
General Operating Contingency	Unallocated funds for use in General Fund, by resolution.
Total Expenditures	Total expenses of the Budget Requirements.
Unappropriated Ending Fund Balances	Funds not used in a budget cycle and will rollover into the next budget.
Organizational Unit / Activity Total	The total of all expense activities in the General Funds Budget

PORT OF BANDON
RESOURCES SUMMARY

GENERAL FUND 2024 - 2025

Historical Data				RESOURCES FOR: <u>Port of Bandon General Fund</u>	Budget for Next Fiscal Year - 2024 - 2025				
Actual		Adopted Budget This Year Year 2023 - 2024	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body			
Second Preceding Year 2021 - 2022	First Preceding Year 2022 - 2023								
				RESOURCES					
1	559,931	497,855	425,000	1	WORKING CAPITAL	455,122			1
2	29,446	15,831	25,000	2	PREVIOUSLY LEVIED TAXES EST TO BE RECEIVED	25,000			2
3	14,964	159,404	40,000	3	INTEREST	25,000			3
4	604,341	673,090	490,000	4	TOTAL RESOURCES	505,122	0	0	4
5				5					5
6				6	OTHER RESOURCES				6
7	59,680	42,934	20,000	7	MOORAGE	65,000			7
8	238,282	238,006	253,718	8	RENTS	250,000			8
9				9	URCHIN RANCH	15,000			9
10			500	10	CLOTHING SALES	500			10
11		37,311	20,000	11	GRANTS - Misc.	12,000			11
12	17,121	41,449	5,000	12	OTHER MISC RESOURCES	31,500			12
13	315,083	359,700	299,218	13	TOTAL OTHER RESOURCES	374,000	0	0	13
14				14					14
15				15	ALL RESOURCES				15
16			563,174	16	TAXES NECESSARY TO BALANCE BUDGET	583,610			16
17	919,424	1,032,790	864,218	17	TOTAL RESOURCES AND OTHER RESOURCES	879,122	0	0	17
18	542,598	564,244		18	TAXES COLLECTED IN YEAR LEVIED				18
19	1,462,022	1,597,034	1,352,392	19	TOTAL ALL RESOURCES	1,462,732	0	0	19

	Historical Data			REQUIREMENTS FOR: <u>General Fund</u>	Budget For Next Year 2024 - 2025			
	Actual		Adopted Budget This Year 2023 - 2024		Proposed By Budget Officer	Approved	Adopted	
	Second Preceding Year 2021 - 2022	First Preceding Year 2022 - 2023						
1				1	PERSONNEL SERVICES			1
2	73,554	83,832	89,597	2	93,261			2
3	60,341	62,280	67,884	3	70,831			3
4	96,616	110,699	115,779	4	138,915			4
5	87,029	105,295	109,526	5	114,006			5
6	8,894			6				6
7	94,070	107,805	142,214	7	165,000			7
8	420,504	469,910	525,000	8	582,013	0	0	8
9	6.55	6.75	6.75	9	7.50	7.50	7.50	9
10				10				10
11				11	MATERIALS AND SERVICES			11
12	9,985	11,716	10,000	12	15,000			12
13	1,578	2,782	2,000	13	5,000			13
14	2,691	7,231	75,000	14	35,000			14
15	6,551	12,585	10,000	15	20,000			15
16	8,743	14,387	20,000	16	20,000			16
17	17,153	9,169	20,000	17	35,000			17
18	34,926	39,174	35,000	18	40,000			18
19	223	8,226	8,000	19	10,000			19
20	2,905	1,100	10,000	20	10,000			20
21	9,600	10,052	15,000	21	15,000			21
22	61,311	63,726	65,000	22	70,000			22
23	10,448	15,690	15,000	23	20,000			23
24	8,455	15,963	10,000	24	20,000			24
25				25	7,500			25
26	5,591	7,089	8,000	26	15,000			26
27	2,623	4,726	6,000	27	6,000			27
28	3,681	3,480	4,000	28	5,000			28
29	2,200	720	20,000	29	20,000			29
30	4,650	4,650	5,000	30	50,000			30
31	193,314	232,465	338,000	31	418,500	0	0	31
32				32				32
33				33	CAPITAL OUTLAY			33
34	19,500		18,293	34	50,219			34
35			35,000	35	15,000			35
36	12,859	10,940	150,000	36	85,000			36
37	32,359	10,940	203,293	37	150,219	0	0	37
38				38				38
39	646,177	713,315	1,066,293	39	1,150,732	0	0	39
40				40				40
41				41	TRANSFERS TO OTHER FUNDS			41
42	317,991	300,000	361,099	42	100,000			42
43		118,381		43	212,000			43
44				44	0			44
45	317,991	418,381	361,099	45	312,000	0	0	45
46				46				46
47				47	TOTAL REQUIREMENTS			47
48	964,168	1,131,696	1,427,392	48	1,462,732	0	0	48
49	498,762	465,338		49				49
50	1,462,930	1,597,034	1,427,392	50	1,462,732	0	0	50

PORT OF BANDON

CAPITAL FUND
2024 - 2025

	Historical Data			RESOURCE & REQUIREMENTS CAPITAL FUND	Budget for Next Year - 2024 - 2025				
	Actual		Adopted Budget This Year Year 2023 - 2024		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2021 - 2022	First Preceding Year 2022 - 2023							
1				1	RESOURCES				1
2	292,091	2,858,283	740,292	2	WORKING CAPITAL	686,411			2
3			150,000	3	COMMITTED FUNDS / Parking & Landscaping	125,000			3
4				4	SECURED OPR GRANT (Restroom Project)	75,000			4
5			135,000	5	POTENTIAL OSMB GRANT (Restroom Project)	127,000			5
6				6	POTENTIAL FINNIAN FOREVER	75,000			6
7		118,381		7	TRANSFER FROM GENERAL FUND	212,000			7
8	3,092,091			8	MARINA GRANT FUND				8
9			1,278,870	9	LAUNCH RAMP				9
10	4,207	965,145		10	MISC RESOURCES / MULTIPLE PROJECTS				10
11	3,388,389	1,083,526	2,304,162	11	TOTAL RESOURCES	1,300,411	0	0	11
12				12					12
13				13	REQUIREMENTS				13
14	7,204			14	MATERIALS AND SERVICES				14
15	522,902	828,836		15	CAPITAL OUTLAY	75,411			15
16				16	CONTINGENT FUND TRANSFER TO GENERAL FUND				16
17				17	FINIAN FOREVER / Parking Lot & Landscaping	275,000			17
18			941,703	18	HIGH DOCK HARBOR OFFICE	950,000			18
19			1,362,459	19	LAUNCH RAMP				19
20				20	PROSPECTIVE GRANTS / OTHER PROJECTS				20
21		2,800,000		21	TRANSFER TO RESERVE FUND	0			21
22	530,106	3,628,836	2,304,162	22	TOTAL REQUIREMENTS	1,300,411	0	0	22
23				23					23
24	2,858,283	(2,545,310)	0	24	UNAPPROPRIATED ENDING FUND BALANCE				24
25	2,858,283	(2,545,310)	0	25	TOTAL RESOURCES	1,300,411	0	0	25

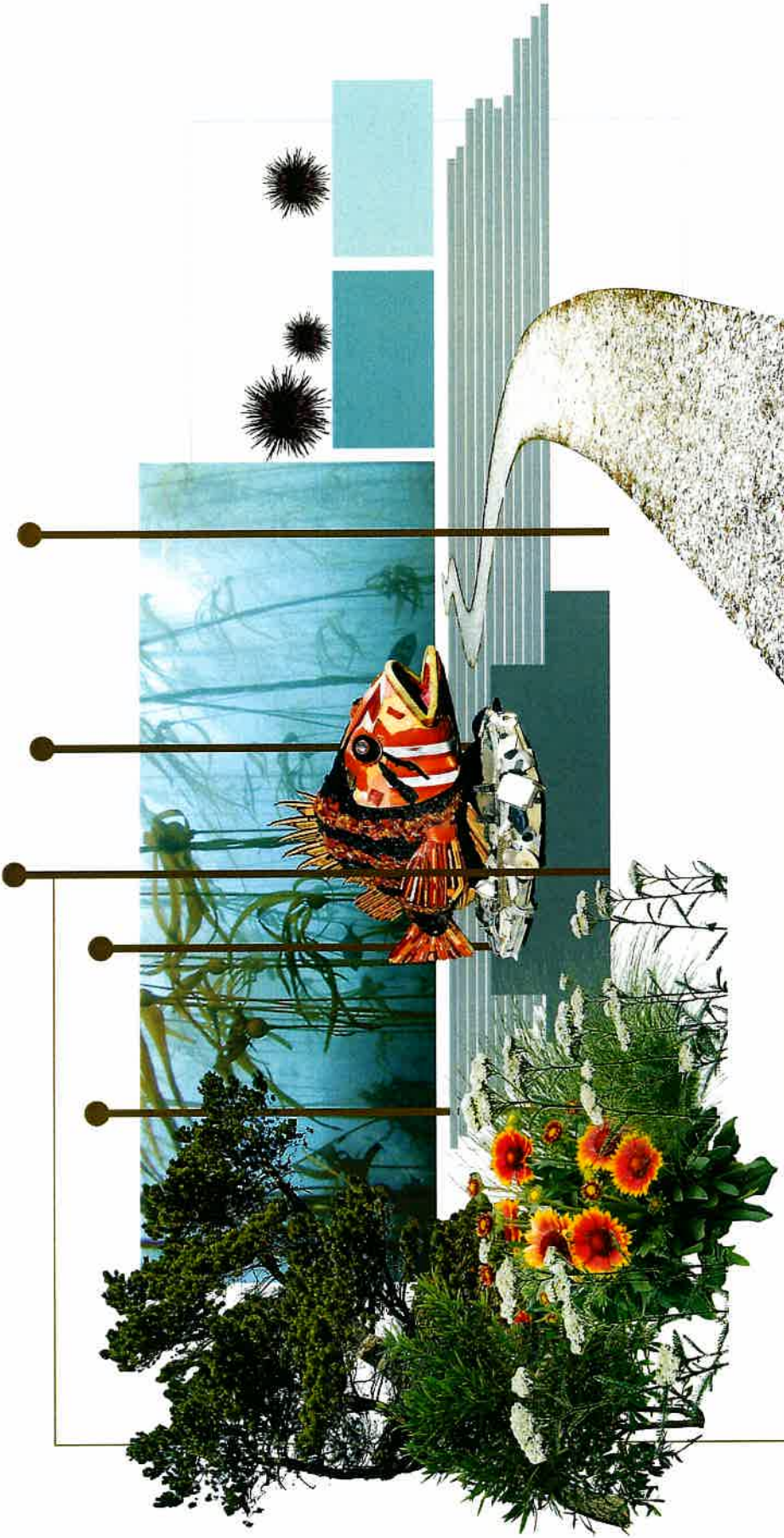
FORM LB-20
 THIS FUND IS AUTHORIZED AND
 ESTABLISHED BY RESOLUTION NO. 2022-
 03 ON MAY 26, 2022 FOR THE PURPOSE
 OF FINANCING THE COST OF PROJECTS,
 SERVICES, PROPERTY OR EQUIPMENT
 PURCHASES AND MAINTENANCE OR
 REPAIR OF ITS ASSETS.

PORT OF BANDON

RESERVE FUND
 2024 - 2025

REVIEW YEAR: MAY 27, 2032. YEAR THIS
 RESERVE FUND WILL BE REVIEWED TO BE
 CONTINUED OR ABOLISHED. DATE CAN
 NOT BE MORE THAN 10 YEARS AFTER
 ESTABLISHMENT.

	Historical Data			RESOURCE & REQUIREMENTS DESCRIPTION	Budget for Next Year - 2024 - 2025				
	Actual		Adopted Budget This Year Year 2023 2024		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2021 2022	First Preceding Year 2022 2023							
1				1	RESOURCES				1
2	647,010	952,915	3,815,129	2	WORKING CAPITAL	0			2
3		613,482	72,000	3	RECEIVABLES FROM PEDF	72,000			3
4		200,000	1,811,240	4	MARINA FACILITY REPLACEMENT PROJECT	0			4
5			750,000	5	PORT REVOLVING LOAN FUND (Approved)	0			5
6		2,800,000	0	6	TRANSFER FROM CAPITAL FUND	0			6
7	317,991	300,000	361,099	7	TRANSFERRED FROM GENERAL FUND	100,000			7
8	965,001	4,866,397	6,809,468	8	TOTAL RESOURCES	172,000	0	0	8
9				9					9
10				10	REQUIREMENTS				10
11				11	MATERIALS & SERVICES				11
12			8,818	12	PROCESSING FEE PAID TO CCD	7,500			12
13				13	TOTAL MATERIALS & SERVICES	7,500			13
14				14					14
15				15	CAPITAL OUTLAY				15
16	12,086	0	1,208,579	16	DREDGING	100,000			16
17	0	567,461	5,592,071	17	OTHER/ MARINA FACILITY REPLACEMENT PROJECT	24,500			17
18				18	TOTAL CAPITAL OUTLAY	124,500			18
19				19					19
20				20	DEBT SERVICE				20
21	0	0	0	21	DEBT SERVICE	40,000			21
22				22	TOTAL DEBT SERVICES	40,000			22
23				23					23
24	12,086	567,461	6,809,468	24	TOTAL REQUIREMENTS	172,000	0	0	24
25				25					25
26	952,915	4,298,936	0	26	UNAPPROPRIATED ENDING FUND BALANCE				26
27	952,915	4,298,936	6,809,468	27	TOTAL RESOURCES	172,000	0	0	27



Finnian Forever Landscape Design Project
Travel Southern Oregon Coast & the Port of Bandon

4/10/23



Materials Pallet

All of the below materials were chosen to compliment the existing aesthetic of the surrounding landscape and help to create a cohesive waterfront space.



Crushed oyster shell

Locally sourced crushed oyster shell is becoming a popular and more sustainable alternative to gravel. These surfaces are low maintenance, drain well, and have a natural binding agent that becomes even stronger over time.



Stained concrete



Oyster shell concrete



Boardwalk decking



Cable fencing

Plant Pallet

All of the below chosen species are native to the Southern Oregon Coast. They are adapted to the climate, prove to be low maintenance, and can be sourced locally. The three perennial flower species (pictured right) have also proven they can thrive in planter conditions as seen in my recent pocket park design in Gold Beach.



Pinus contorta var. *contorta*

Few are as well adapted to the harsh winds of our area as the Shore Pine. It provides year round greenery and shelter from the elements.



Myrica californica

Pacific Wax Myrtles are also evergreen and very hardy. They are a common and excellent landscape screen choice to block wind and rain.



Lupinus littoralis

Shore Lupine is hardy but elegant. It helps stabilize slopes and enriches the soil through nitrogen fixation. Purple to blue showy flowers throughout the warmer seasons.



Gaillardia aristata

Blanket Flower boasts impressive flowers blooming throughout the summer and even observed into the fall. It is an important pollinator species and attractive to beneficial insects.



Deschampsia cespitosa

Tufted Hairgrass is a soil stabilizer and salt tolerant. When pruned appropriately, it offers beautiful new growth and delicate flower heads.



Achillea millefolium

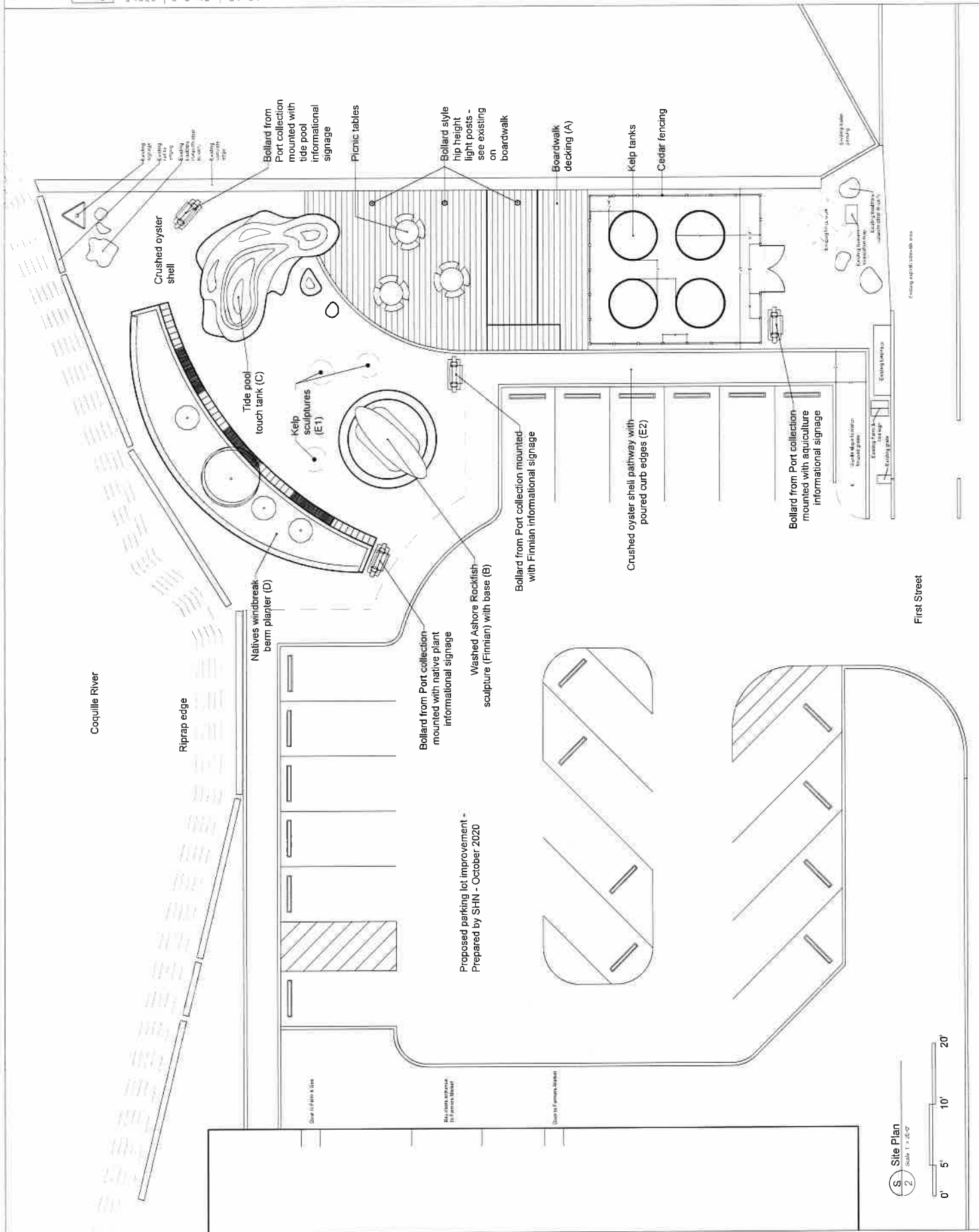
Yarrow offers a silvery leaf and fun textures in addition to its flowers and hardy character. Although out-spread by the two above, it holds its own when it comes to covering bare soils quickly.



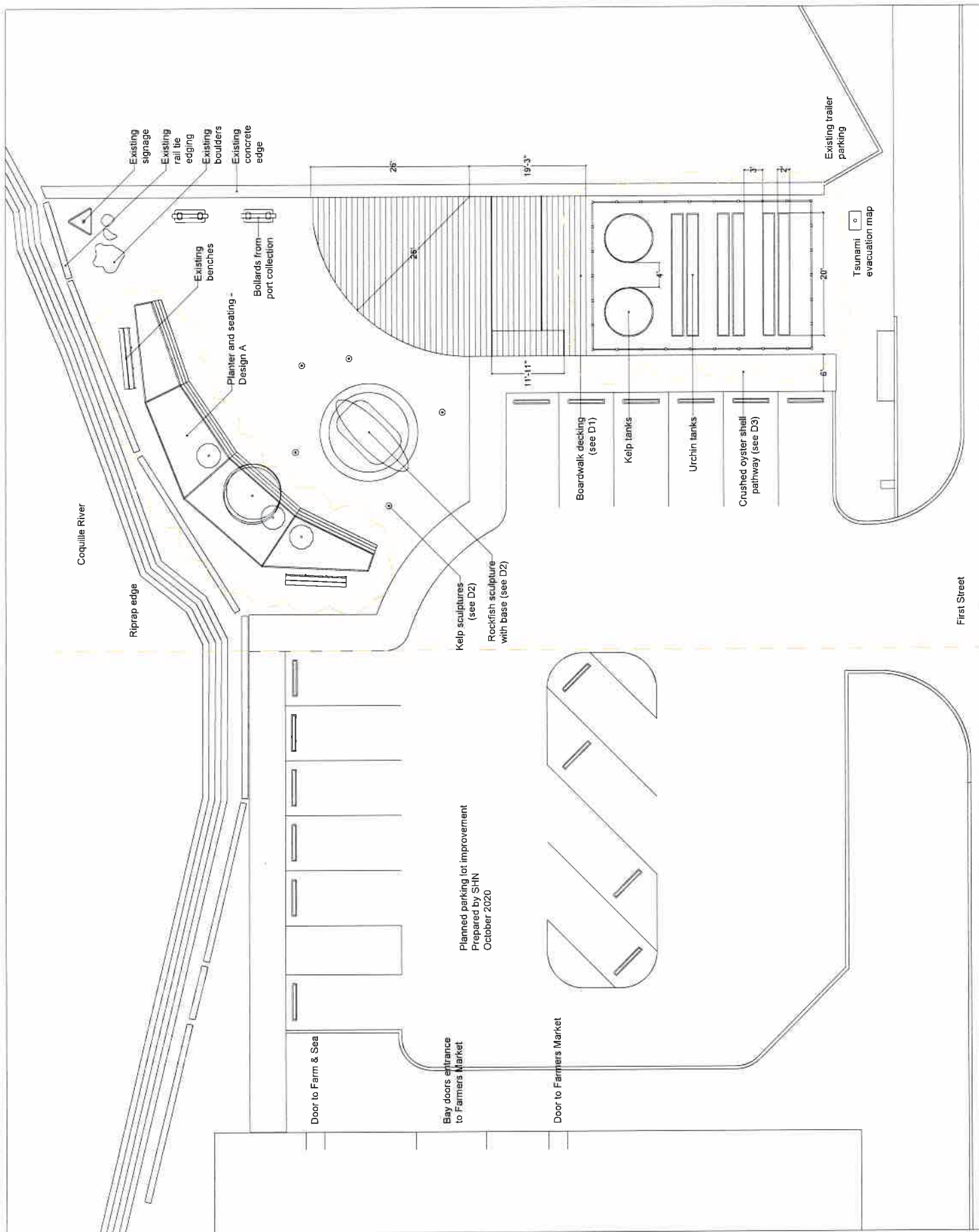
Site of Improvement
 Number: OR 2411
 Date: 10/12/2020
 Project:
 FINNIAN POWER
 215 W. 52nd
 Astoria, OR 97103

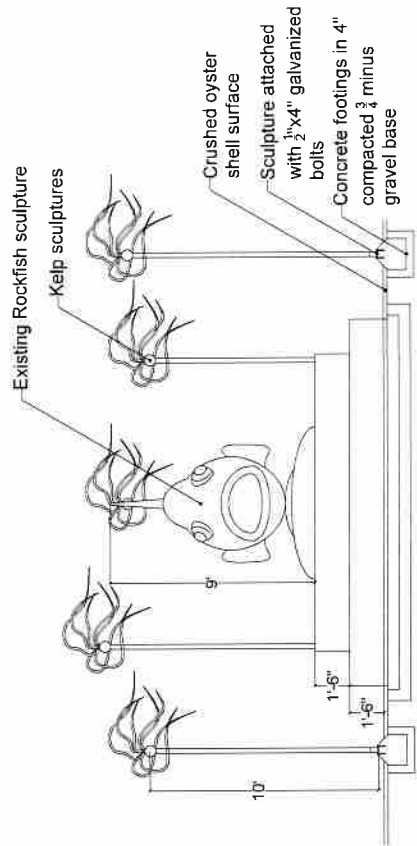
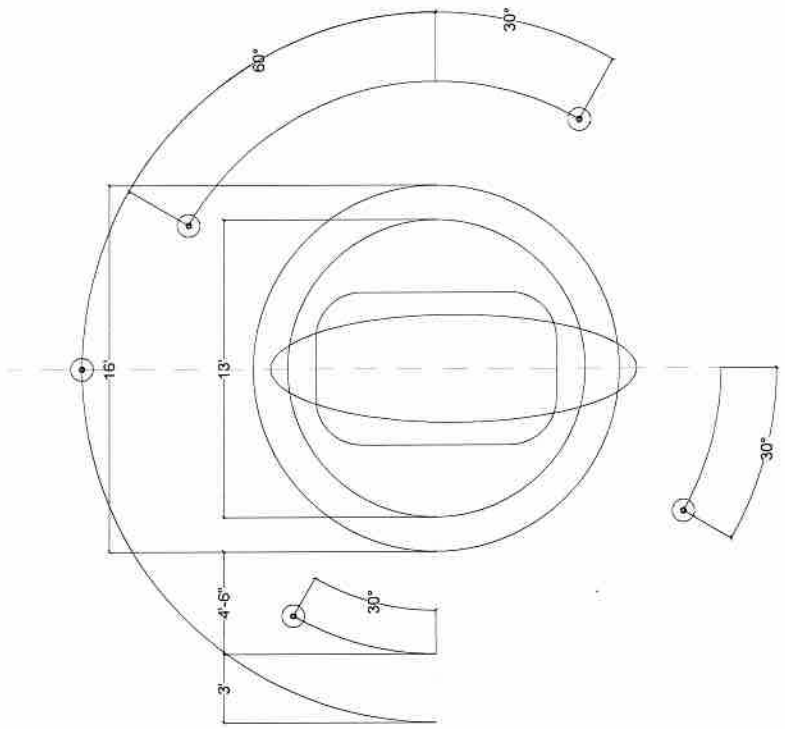
Date:
 4/10/23
 Prepared by:
 Anne Williams

Site Plan

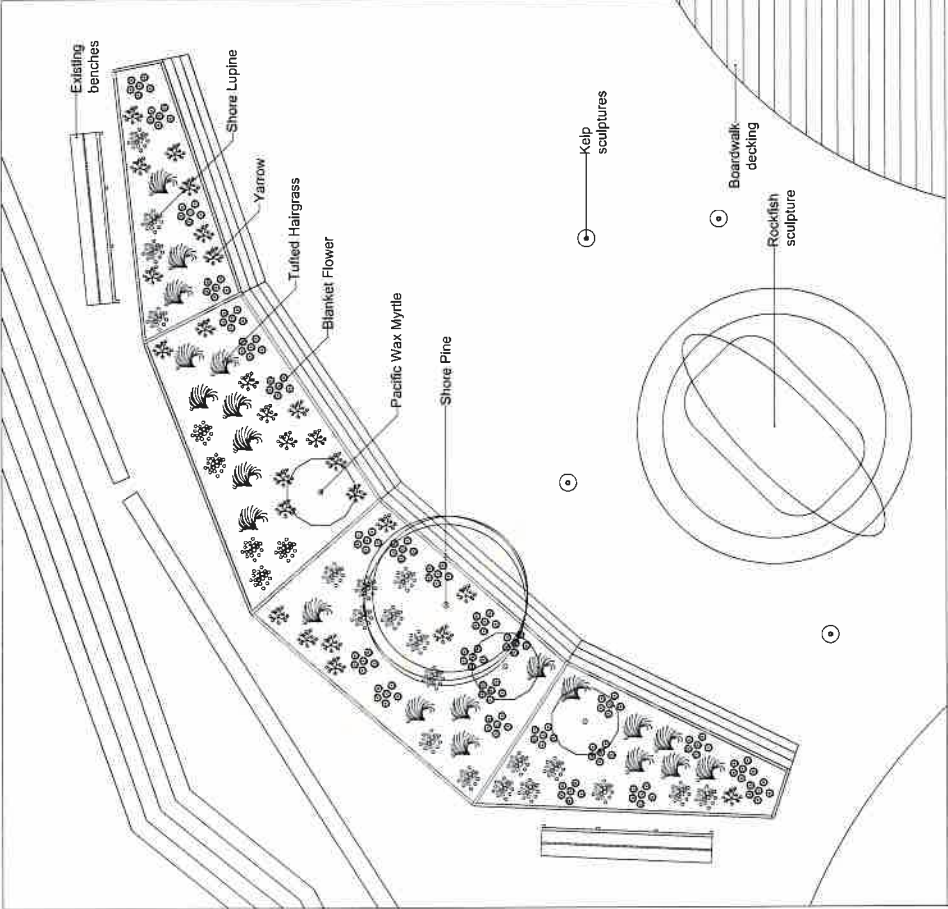


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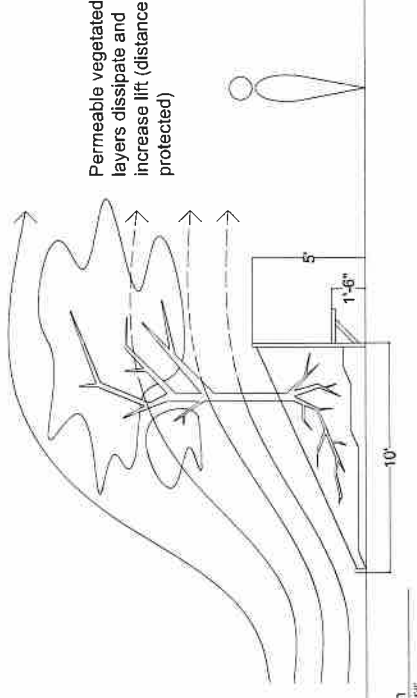


Section
Scale 1/4" = 1'-0"

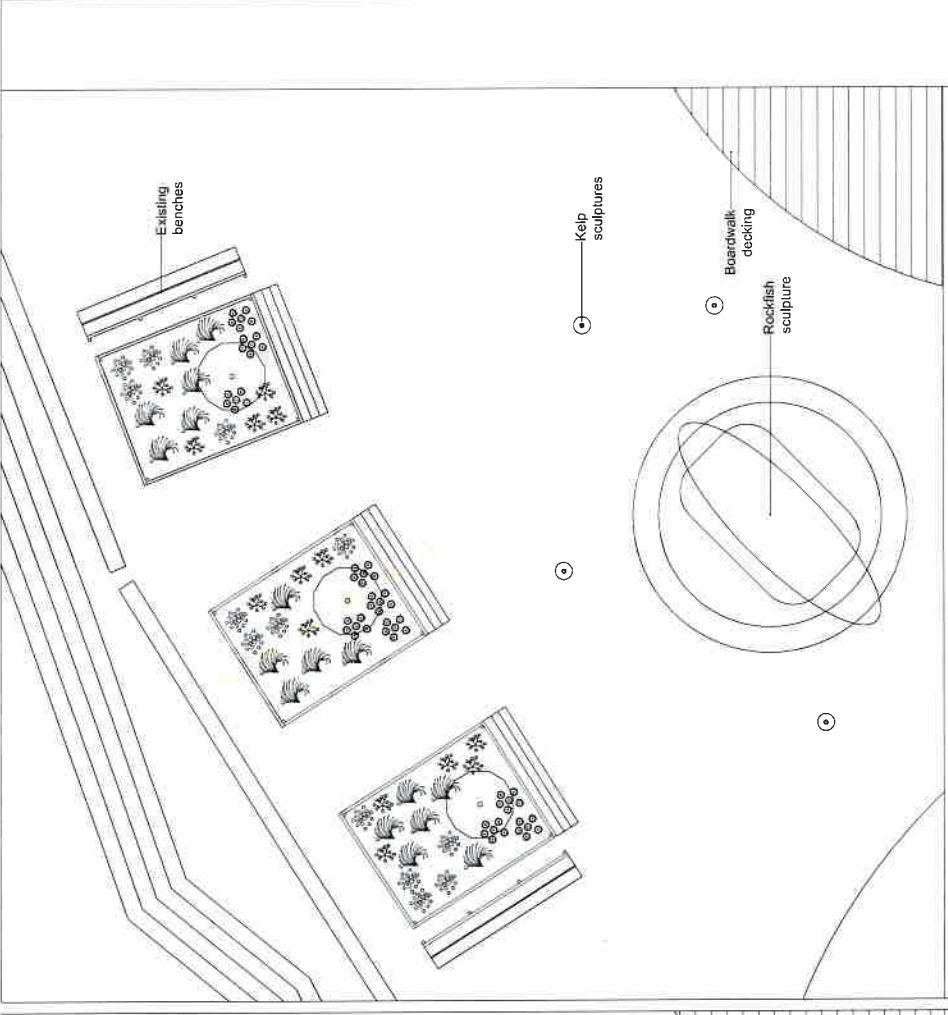


A Berm Planter
Scale: 3/16" = 1'-0"

Current directed up, turbulence kept high



A Section
Scale: 1/8" = 1'-0"

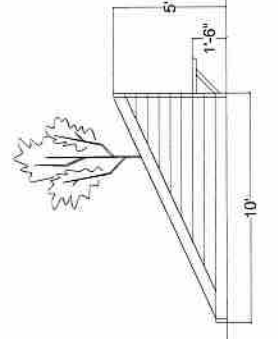


B Segmented Planters
Scale: 3/16" = 1'-0"

Windbreak Planter Options



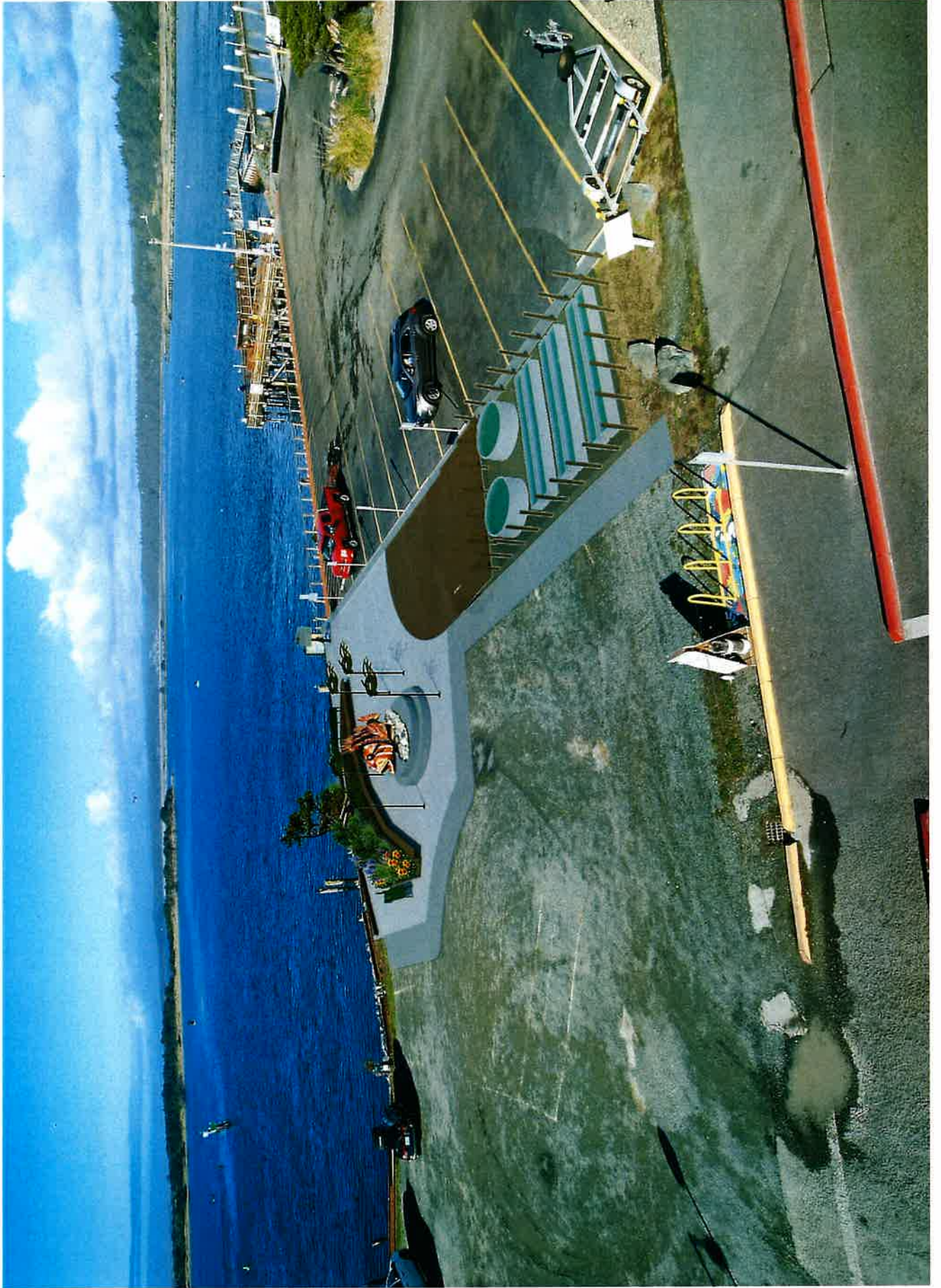
B Section
Scale: 1/8" = 1'-0"



Berm Planter & Sculpture



Aerial view





PORT OF BANDON

390 FIRST ST SW ♦ BANDON, OREGON 97411 ♦ PHONE (541) 347-3206

Oregon Broadband Deployment Program
775 Summer St NE, Ste 200
Salem, OR 97301

Subject: Letter of Support for Beacon Broadband, Inc. - Fiber to the Home for Oregon's Rural South Coast

Dear Director,

On behalf of the board for the Port of Bandon, which serves the Coquille and Bandon areas of Coos County, I am writing this letter of support for the Beacon Broadband, Inc. - Fiber to the Home for Oregon's Rural South Coast Project.

The Port of Bandon Commission supports Beacon Broadband's efforts to bring high-speed internet service where no one else will go. Beacon Broadband has committed to bring reliable and affordable broadband services to more previously unserved or underserved broadband service locations throughout unincorporated Curry and Coos County. Recreational boaters come from many parts of our county and their ability to access high speed internet will serve them in accessing updated weather or bar conditions prior to arrival at the port.

Beacon Broadband has proven it can build and support fiber to the premises network. Beacon's commitment to investing in Oregon's broadband infrastructure will promote economic growth, innovation, and development opportunities for rural communities in Southwestern Oregon. As our local electrical co-op partner, Beacon's partnership with educational opportunities and job training will continue to contribute to our local economy.

Thank you in advance for considering this important project. We look forward to its swift completion.

Sincerely,

Jeff Griffin, Port Manager

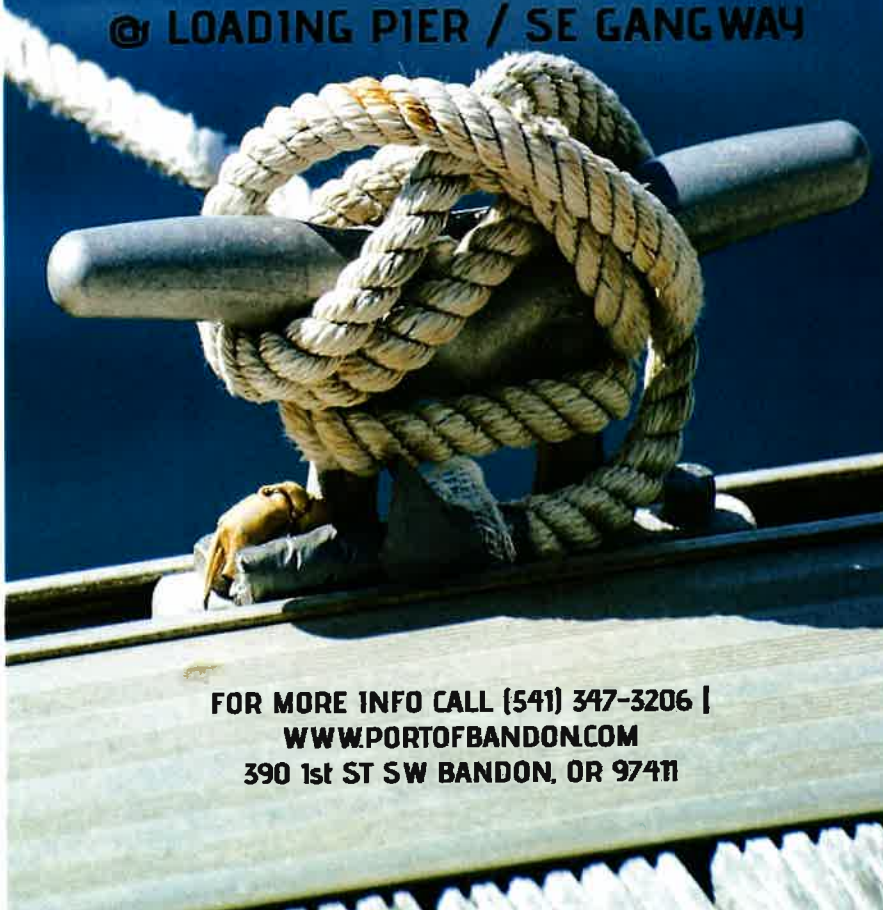
YOU'RE INVITED!!
**GRAND
RE-OPENING!**



MAY 1, 2024

BOAT LAUNCH | 3:00PM
@ TOP OF THE RAMP

MARINA | 5:00PM
@ LOADING PIER / SE GANGWAY



FOR MORE INFO CALL (541) 347-3206 |
WWW.PORTOFBANDON.COM
390 1st ST SW BANDON, OR 97411