



AGENDA

Port of Bandon
 Regular Commission Meeting
 December 15, 2022, 5:00pm
 Bandon Public Library
 Bandon, OR and via ZOOM
www.portofbandon.com/meetings
 for details

A.	Consent Calendar		
i.	November Special Meeting Minutes	Commissioners	A-B
ii.	November Regular Meeting Minutes	Commissioners	C-D
B.	Presiding Officer and Commissioners Comments		
C.	Public Speaker		
i.	Coquille Indian Tribe Chinook Update	John Ogan/Commissioners	Verbal
D.	Public Contracts and Purchasing		
i.	FY2021-2022 Audit Report	Kathy/Jeff/Commissioners	Handout
ii.	Tony's Crab Shack Lease Proposal	Jeff/Commissioners	1-14
iii.	Coast Guard Roof Repair	Shawn/Commissioners	Verbal
iv.	Launch Ramp Board Float Bids	Jeff/Commissioners	15-27
E.	Port Managers Report		
i.	C.U.P. for Fisheries Building	Jeff/Commissioners	Verbal
ii.	TSOC Landscape Concept for Rockfish Sculpture	Jeff/Commissioners	Handout
iii.	Marina Update	Jeff/Commissioners	Verbal
F.	Port Staff Reports		
i.	Harbormaster	Shawn/Commissioners	Verbal
ii.	Events/Leases/Moorage	Josh/Commissioners	Verbal
G.	Public Comment		
H.	Adjournment		
NOTES:			

Port of Bandon
Special Commission Meeting
November 3, 2022, 1:00pm
Bandon Public Library & via ZOOM
Bandon, OR

Commissioners Present: Wayne Butler, Reg Pullen, Donny Goddard, Rick Goche, and Rod Taylor
Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager, Kathy Reed – Finance Director, Shawn Winchell - Harbormaster
Guests: John Towne, Peggi Towne, Bob Wirsing

Commissioner Pullen opened the meeting at 1:00pm

Jeff requested to add to the agenda a request from the Port of Coquille River in support of next years bass derby.

Three (3) bids were received for the Marina Redevelopment Project. Bids were responsive and responsible. Jeff detailed the sub-contractors lists that each bidder was using, the different materials used in various options and project timelines from each bidder. A review committee was used to determine best bid based on a point system that would be most advantageous to the Port. West Coast Contractors was the best selection. Jeff described two options from West Coast detailing a full marina replacement with limited dredging or completed dredging with partial marina components to be constructed later.

Commissioner Goche made a motion to direct staff to move on awarding the contract for the Marina Redevelopment Project to West Coast Contractors as modified by mutual agreement. Commissioner Goddard seconded the motion. Motion passes unanimously.

Commissioner Taylor made a motion to proceed with as much construction as possible but to complete full dredging as indicated in the project. Commissioner Butler seconded. Motion passes unanimously. Staff will contact West Coast Contractors and draft a contract as soon as possible.

The Port will be putting out a bid for boarding floats for the launch ramp using designs from Oregon State Marine Board. The Port could possibly repurpose the old floats to use in partial construction of the Marina Project. **Commissioner Goddard made a motion to give Jeff authority to sign agreement with Oregon State Marine Board with a \$45,000 cash cmatch for new boarding floats. Commissioner Taylor seconded. Motion passed unanimously.**

The Port of Coquille River is looking again for letters of support for their Bass Derby. **Commissioner Goche made a motion for the Port of Bandon to draft an endorsement letter of**

support for the Port of Coquille Rivers bass derby. Commissioner Butler seconded. Motion passes unanimously.

Meeting was adjourned at 1:54pm

Respectfully submitted by

Joshua Adamson

DRAFT

Port of Bandon
Special Commission Meeting
November 17, 2022, 1:00pm
Bandon Public Library & via ZOOM
Bandon, OR

Commissioners Present: Reg Pullen, Donny Goddard, Rick Goche, and Rod Taylor
Staff: Jeff Griffin - Port Manager, Josh Adamson - Project Manager, Kathy Reed – Finance Director,
Shawn Winchell - Harbormaster
Guests: John Towne

Commissioner Pullen opened the meeting at 5:00pm

Jeff asked that Resolution 2022-08 Amending the 2022-2023 budget be added to the agenda along with High Dock Building renderings from HGE.

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

Resolution 2022-07 to seek urban renewal funds from the City of Bandon was presented with 2 letters of support from Bandon Chamber of Commerce and Greater Bandon Association. The funds will be used for the public restrooms connected to the new port admin building. **Commissioner Goddard made a motion to approve Resolution 2022-07. Commissioner Goche seconded the motion. Motion passes unanimously.**

Kathy presented Resolution 2022-08 that is amending the 2022-2023 budget. There was a clerical error that needed to be fixed per our audit. **Commissioner Goche made a motion to approve Resolution 2022-08. Commissioner Taylor seconded. Motion passes unanimously.**

Commissioners stated at the last meeting their intent to award the contract for the Marina redevelopment project to West Coast Contractors, Inc. A draft contract has been reviewed by Port attorney and West Coast has already signed. **Commissioner Taylor made a motion to accept the contract with West Coast Contractors and give Jeff authority to sign the contract. Motion seconded by Commissioner Goddard. Motion passed unanimously.**

Jeff gave an update on the grant agreement from Oregon State Marine Board for the procurement of new board floats that need to be purchased now, then stored until project is ready. Bid solicitation for the project will be out on Monday.

Permits are now secure from the U.S. Army Corps of Engineers (USACE) for dredging that will be valid for 10 years. Discussion ensued on funding from the Harbor Maintenance Trust Fund authorized by the 2020 Water Resources Development Act for small ports to secure funding for dredging. A letter from

the Port requesting those funds for future dredging was shared. Jeff is working with Ray Buchegar and the USACE to possibly secure these funds.

HGE delivered new layouts of the proposed port admin building on the high dock. Cost estimate for the project is 1.2 million dollars (including the new public restrooms). There is allocated funds from the state legislature for most of the admin office portion of the project. Jeff is working to secure the rest. Commissioner Goche asked if previous comments from the last rendering have been reviewed. Griffin responded that they were evaluated. The meeting room was discussed with zoning issues being a factor depending on the use of the building.

The community has seen great success this year with at least 150 Coquille River Chinook Salmon breeding pairs collected compared to last year's 24 and the prior year's 3. The new fish traps built and installed at Ferry Creek thru a partnership with the Port of Bandon has achieved a major goal in the steps towards rebuilding the fishery. The Port funded this work thru a \$45,000 WRCA grant and the Coquille STEP fabricated and installed the traps under a collection effort managed by the Coquille Indian Tribe and coordinated with ODFW.

Staff Report:

Maintenance staff has been busy continuing the Coast Guard Bay Door replacements, funded under a grant from the Kinsman Foundation.

Christmas lights are being installed along with the City of Bandon.

Fisheries building has been pressure washed.

Vicki Affatati has been using the fisheries building with student from the local school district to stage the kelp forest mural that will be installed on the east wall.

2022 holiday party after agreement from Commissioners will be postponed and reviewed next year.

A Black Friday and Christmas Bazaar weekend for the vendors is scheduled for Nov 25-26 and Dec 16-17.

Public Comment: John Town congratulated the salmon efforts by the tribe and the Port. John mentioned some press be published about the efforts.

Regular Meeting was adjourned at 5:45pm

Respectfully submitted by

Joshua Adamson



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: **David Hisel d.b.a. PORT O' CALL, INC. (hereinafter "Lessee")**
[REDACTED]
[REDACTED]

Effective: January 1, 2023

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

Section 1. **Description of Premises**

- (a) 1750 Sq. Ft. in and adjacent to the "Old Port Building" located at 155 First Street SE, Bandon, Oregon on real property described as Tax Lot 101 L1 (Acct. #24568.01), T28 R15 S25 AD, Coos County Oregon. Tenant shall stay within the designated footprint of 1750 sq. ft. on port property. Any further expansion requires renegotiating lease. (Existing footprint of improvements only as approved by City of Bandon 10-9-2008)
- (b) Two non-exclusive and unassigned parking spaces adjacent to the building for Lessee's use to meet the minimum requirements of the City of Bandon code.

Section 2.
Term

2.1 The initial term of this lease for Sections 1(a)(b) shall begin on January 1, 2023 and shall continue to and include January 1, 2026. If the lease is not then in default, Lessee shall have the option to renew this lease for an additional five-year term, subject to the following provisions: The renewal term shall commence on the day following the date of expiration of the preceding 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 first renewal term shall be identical with the initial term except for rent.

Rent during any renewal term shall be adjusted either up or down each year in proportion to the change in the Portland Consumer Price Index for all Urban Consumers (CPI-U) during the preceding year.

2.2 The Lessor may, upon the expiration of the first five-year renewal, grant a second five-year renewal for a total occupancy of 13 years beginning January 1, 2031. 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.

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 \$2037.30 per month beginning January 1, 2023 and the same sum on the first day of each month. Rent for each succeeding year 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.

4.2 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 97411. If mailed, rent payments shall be received by the 10th day of the month.

4.3 Lessee shall pay a late fee of \$25.00, in addition to the rent then due, for any rent payment received after the tenth (10th) day of the month in which the rent is due. Interest on overdue payments shall accrue as provided in paragraph 18.6.

4.4 In addition to the sums required in paragraphs 4.1 and 4.3, Lessee shall pay to Lessor a fee of \$36.00 for each check tendered by Lessee to Lessor which is dishonored by the financial institution upon which Tenant 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**

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 with regard to 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.** The Premises shall be used for the operation of a marine supplies and sporting goods retail store including but not limited to sales of electronic equipment, related marine supplies, tourist items, and sporting goods. If Lessee complies with all applicable laws and regulations and obtains all required permits and licenses to do so, Lessee may cook crab, barbeque seafood, and serve **food and beverages, including beer and wine on the Premises.** The Premises shall be used for no other purposes without Lessor's prior written consent.

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

- (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 with regard to 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 that would be reasonably offensive to other lessees in the building or 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 a 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) Lessee 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, and heating, plumbing 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) Lessee shall be responsible for 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,
- (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.

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 (10) 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 on the Premises of any kind without first obtaining Lessor's written consent. All improvements and alterations shall be made by licensed contractors and tradespeople, in compliance with all applicable laws and building codes. Lessee shall promptly pay the expense of such alterations or improvements and pursuant to paragraph 13.1 shall not allow any lien to be placed on Port property.

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.** During the term of the Lease, Lessor shall maintain property insurance covering the Premises. Such policy shall provide protection against damage to or loss of the Premises or the Building caused by fire or other casualty. Lessor is not required to carry insurance for Lessee's improvements to or property on the Premises and except as otherwise provided herein, Lessee bears all risk of loss of such improvements and property. 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.

9.3 **Liquor Liability.** Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this contract, Liquor Liability Insurance covering Bodily Injury and Property Damage arising from selling, serving or furnishing of any alcoholic beverage by the Lessee or Lessee's employees, representatives, agents, or sub-contractors in the performance of this Agreement. Coverage shall be a minimum of \$1,000,000 per occurrence, and \$2,000,000 aggregate.

9.4 **Workers Compensation.** Any Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

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 of 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 fuel, water gas, electricity, sewage and garbage disposal, power, 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 of 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 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 on the following terms: Lessor shall be entitled to all of 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 of 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 of 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, as long as 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 taking 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 with coverage for bodily injury and property damage liability with limits of not less than \$1,000,000.00 for injury to persons, and \$1,000,000.00 for damage to property. 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 twenty (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, Lessee may cure the default by beginning to affect a remedy within the 20-day period and thereafter proceeding with reasonable diligence and in good faith to affect 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.

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 reletting: 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 (10%) 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 of the 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.
- (2) Prior to expiration or other termination of the Lease, Lessee shall remove all furnishings, furniture, and trade fixtures that remain its property. 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 of 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.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice 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 Interface with Lessor's Special Laborers. Lessee must comply with the Lessor's rules (see Exhibit A) concerning inmate labor.

18.10 Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this lease.

18.11 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**

19.1 Oregon Law Controls. This Agreement shall be construed and interpreted in accordance with the laws of the state of Oregon.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 **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.

19.8 **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.

19.9 **Binding Effect.** This Agreement shall bind and benefit the parties, their heirs, successors and subject to Section 14, their assigns.

Lessor:

PORT OF BANDON

Lessee:

PORT O' CALL, INC.

Reg Pullen, President

David Hisel, Owner

Attest:

Donny Goddard, Vice President

Invitation to Bid

Port of Bandon, Oregon

Manufacture and Delivery of Aluminum Docks

The Port of Bandon (“Port”) is requesting proposals for the manufacture and delivery of aluminum boarding docks and other work as described in the plans and specifications.

The Port is a public entity subject to Oregon’s public contracting laws for procurements, specifically ORS subchapters 279A, and 279B. This solicitation and any resulting contract will be subject to these laws. Because the Project will be partially funded using federal funds, federal requirements may also apply.

Proposals must be received by 3 p.m., on December 8, 2022, at the Port office, 390 First Street SW, Bandon Oregon, 97411, or by email at portmanager@portofbandon.com.

Please direct inquiries and request copies of the Request for Proposals from:

Jeff Griffin, Port Manager
Port of Bandon
390 1st Street SW
Bandon, OR 97411
Phone: (541) 347-3206
Email: info@portofbandon.com



PORT OF BANDON

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

Planholder List

Letting of: 12/8/22

Project Description: Manufacture and Delivery of Aluminum Docks

Company Name	Address	Phone Number
Trinity Construction	29115 Hook Cr Rd Cedar Glen, CA 92321	(909) 337-4301
Nova Technologies	1401 Nobel St Sainte-Julie, QC J3E1Z4, Canada	(315) 813-7887
Contractor Plan Center	5468 SE International Way Milwaukee, OR 97222	(503) 650-0148
Douglas Plan Center	3076 NE Diamond Lake Blvd Roseburg, OR 97470	(541) 440-9030
Topper	1333 Glenwood St Woodland, WA 98674	(360) 841-8320
Medford Builders Exchange	2330 Crater Lake Ave Medford, OR 97504	(541) 773-5327
Blackwater Industries	338 Toledo-Vader Rd Toledo, WA 98591	(307) 281-0921
Highway Products	7905 Agate Rd White City, OR 97503	(800) 866-5269
Stettler Supply Company	4420 Ridge Drive NE Salem, OR 97301	(503) 585-5550
KG Manufacturing LLC	1104 SW Lake Rd Ste.101 Redmond, OR 97756	(541) 548-4369



PORT OF BANDON

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

Bids Received

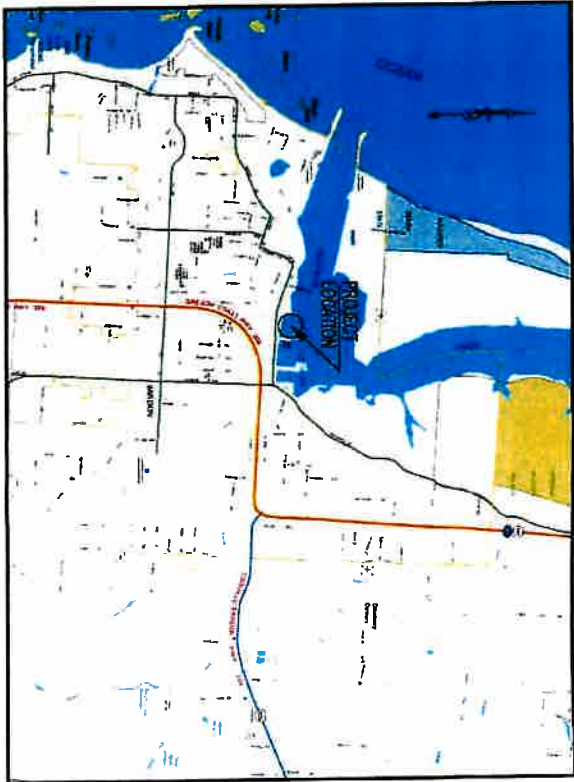
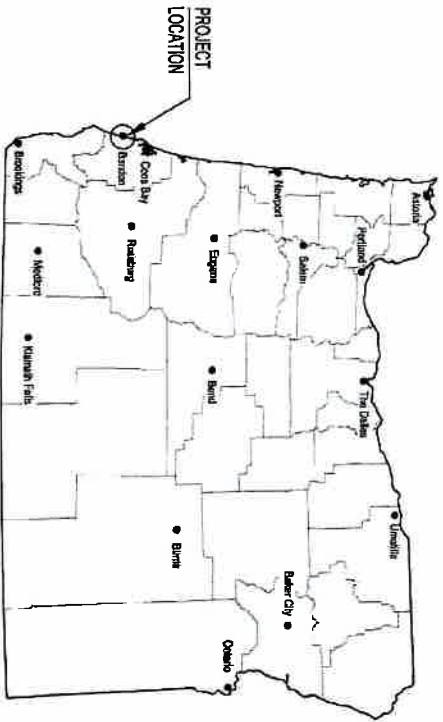
12/8/22

Project Description: Manufacture and Delivery of Aluminum Docks

Bid Opening at 3:00pm – Port of Bandon Conference Room – Thursday, December 8, 2022

Company Name	Base Bid Amount	Alternate Bid Amount
KG Manufacturing	\$618,803.46	\$603,568.98
Topper Industries	\$648,640.00	\$589,096.90

ATTACHMENT E



VICINITY MAP
0 500 1,000 2,000 3,200
SCALE IN FEET

- DRAWING INDEX**
- 01 - TITLE SHEET
 - 02 - BOARDING DOCK LAYOUT PLAN
 - 03 - ALUMINUM BOARDING DOCK VIEWS (TYPE 'A' DOCK)
 - 04 - ALUMINUM BOARDING DOCK SECTIONS
 - 05 - SHELL DETAILS (TYPE 'A' DOCK)
 - 06 - SHELL DETAILS (TYPE 'B' DOCK)
 - 07 - STRUCTURAL LAYOUT (TYPE 'A' & TYPE 'B' DOCK)
 - 08 - STRUCTURAL LAYOUT (TYPE 'A' & TYPE 'B' DOCK)
 - 09 - FOAM CONCRETE WALL DETAILS (TYPE 'A' & TYPE 'B' DOCK)
 - 10 - TOPSIDE LAYOUT (TYPE 'A' DOCK)
 - 11 - TOPSIDE LAYOUT (TYPE 'B' DOCK)
 - 12 - LAST DOCK DETAIL (TYPE 'A' DOCK)
 - 13 - HINGE BARREL ASSEMBLY DETAILS
 - 14 - LAST DOCK DETAIL (TYPE 'B' DOCK - I.H.A. RH PILE)
 - 15 - BILLBOARD DETAILS (TYPE 'A' & TYPE 'B' DOCK)
 - 16 - STRUCTURAL DETAILS (TYPE 'A' & TYPE 'B' DOCK)
 - 17 - 12" TRANSITION PLATE - DOCK TO ABUTMENT
 - 18 - FIBERGLASS DECK PANEL DETAILS (TYPE 'A' & TYPE 'B' DOCK)

GEOGRAPHIC LOCATION

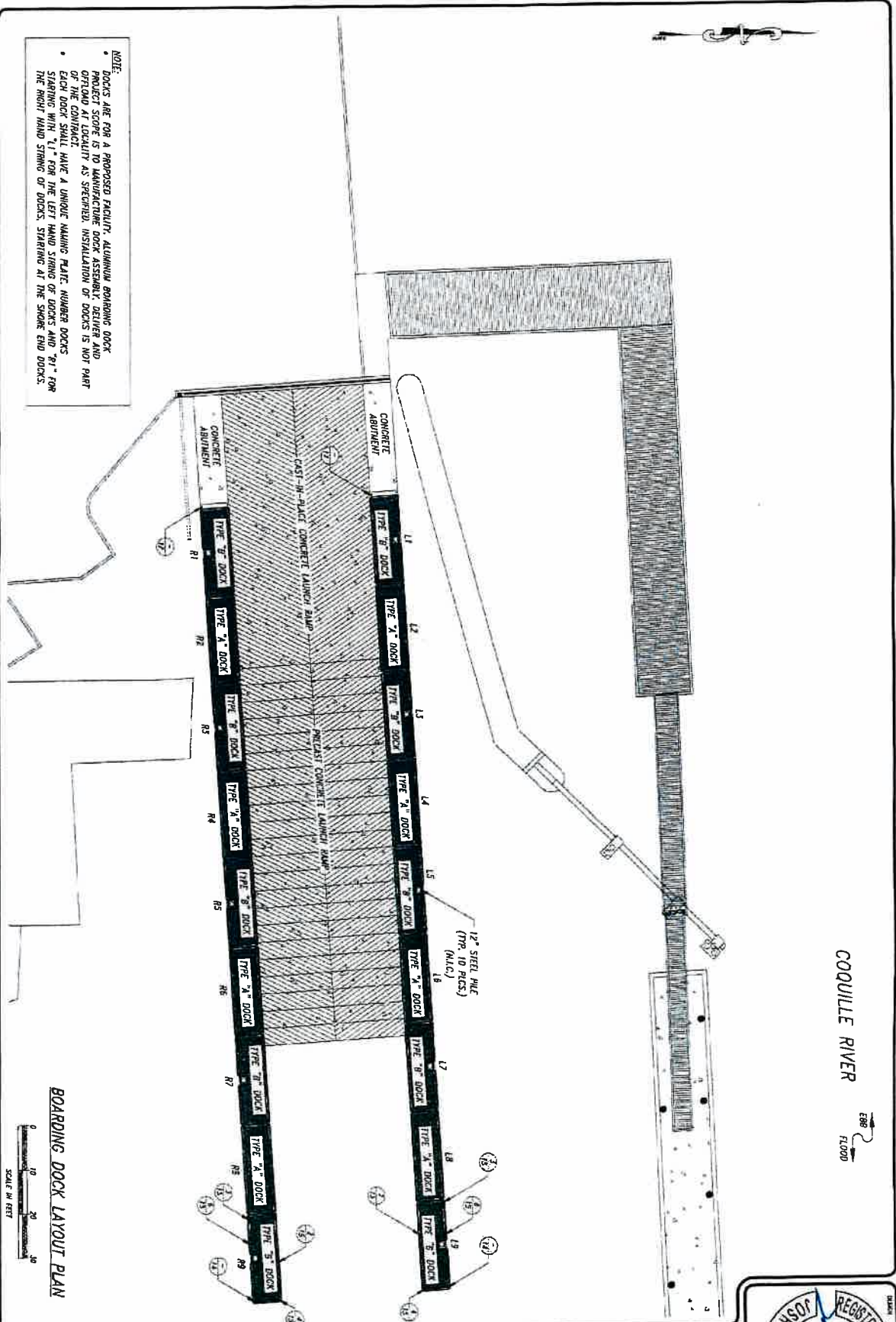
TOWNSHIP:	30 SOUTH
RANGE:	30 WEST
SECTION:	30 WEST
TAX LOT:	VARIES
COUNTY:	COOS
LATITUDE:	43.834° NORTH
LONGITUDE:	124.448° WEST
USGS QUAD MAP:	BANDON

ALUMINUM BOARDING DOCKS - FABRICATE & DELIVER AT THE BANDON BOAT LAUNCH - COQUILLE RIVER - MILE 0.8 FOR THE PORT OF BANDON



PROJECT LOCATION, SUBSECTOR & FACILITY OWNER BANDON BOAT LAUNCH, COQUILLE RIVER - MILE 0.8	
SHEET DESCRIPTION TITLE SHEET	
SHEET NUMBER 01	TOTAL SHEETS 18
DATE: 06/05 - 11/16 - 01	

J:\Projects\Port of Bandon\Port of Bandon\Reports\118 - Dock\Process - 2022\Engineering\Final\Dock\Port\main\Delivery\01 - Title Sheet.dwg



NOTE:

- DOCKS ARE FOR A PROPOSED FACILITY. ALUMINUM BOARDING DOCK PROJECT SCOPE IS TO MANUFACTURE DOCK ASSEMBLY, DELIVER AND OFFLOAD AT LOCALITY AS SPECIFIED. INSTALLATION OF DOCKS IS NOT PART OF THE CONTRACT.
- EACH DOCK SHALL HAVE A LUNGE MAKING PAIR: NUMBER DOCKS STARTING WITH "L" FROM THE LEFT HAND SIDE OF DOCKS AND "R" FOR THE RIGHT HAND SIDE OF DOCKS. STARTING AT THE SHOCK END DOCKS.

BOARDING DOCK LAYOUT PLAN



COQUILLE RIVER



REGISTERED PROFESSIONAL ENGINEER
 JOSHUA B. TACCHINI
 OREGON
 EXPIRES: 6-30-24

DESIGNED BY: S. MORTZ
 CHECKED BY: S. MORTZ
 DATE: 11/11/23

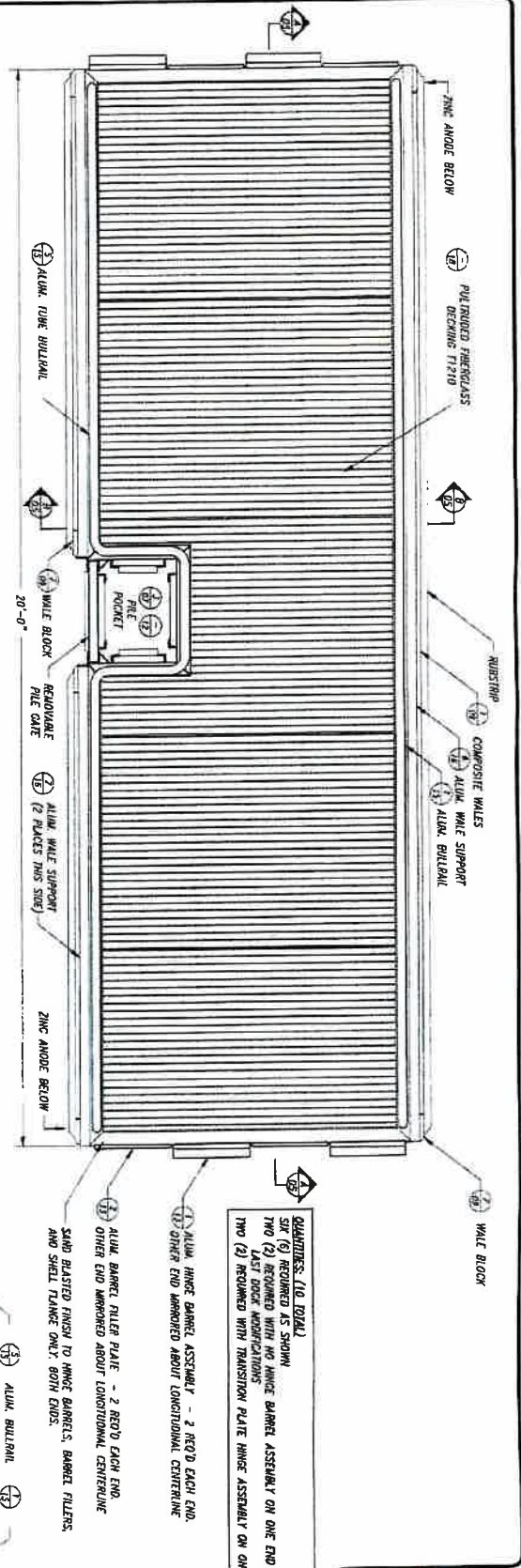
FINAL
 AS ADVERTISED



PROJECT LOCATION, APPROVED & FACILITY OWNER:
**BANDON BOAT LAUNCH, COQUILLE RIVER - MILE 0.8
 PORT OF BANDON**

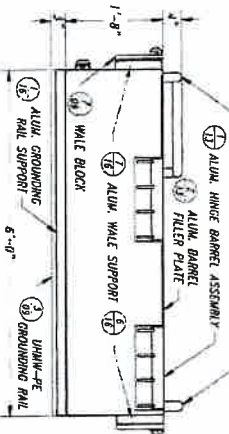
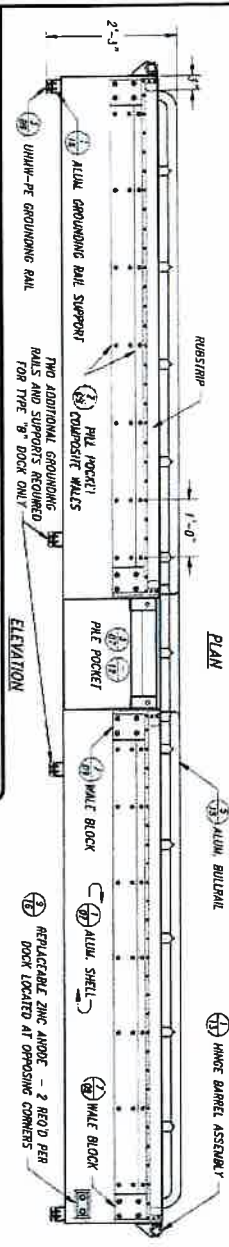
SHEET DESCRIPTION:
BOARDING DOCK LAYOUT PLAN

DATE:	11/11/23
DRAWN BY:	SM
CHECKED BY:	SM
NO.:	1716-02



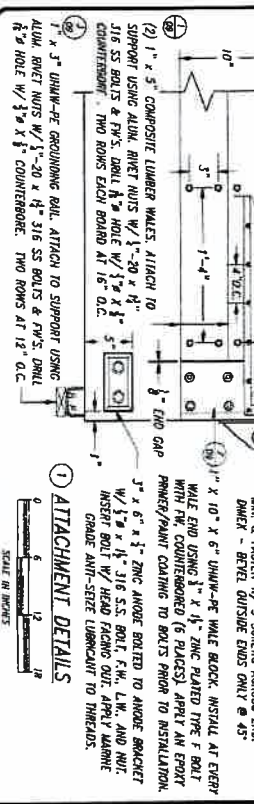
QUANTITIES (10 TOTAL)
 SIX (6) REQUIRED AS SHOWN
 TWO (2) REQUIRED WITH NO HINGE BARREL ASSEMBLY ON ONE END & LAST DOCK MODIFICATIONS
 TWO (2) REQUIRED WITH TRANSITION PLATE HINGE ASSEMBLY ON ONE END

ALUM HINGE BARREL ASSEMBLY - 2 REQ'D EACH END
 OTHER END IMPROVED ABOUT LONGITUDINAL CENTERLINE
 ALUM HINGE BARREL ASSEMBLY - 2 REQ'D EACH END
 OTHER END IMPROVED ABOUT LONGITUDINAL CENTERLINE
 SAND BLASTED FINISH TO HINGE BARRELS, BARREL FILTERS, AND SHELL FLANGE ONLY. SOFT ENDS.



ALTERNATIVE - OVER RR-SHOW W/INT (2 PIECES EA. SQD.) ATTACH W/ 8x11" S.S. SCREWS & WASHERS 4" O.C. TOP & BOTTOM. 45° & FOLD COVER BACK UNDER BUMPER 2". DIMEN. - REFER OUTSIDE ENDS ONLY @ 45°

MEDIUM DOCK & POST - TRIM BUMPER CORE AT WALE END USING 3" x 1/2" ZINC PLATED TYPE F BOLT WITH NYLON COATED/BORED (6 PLACES) APPL. IN EVERY FRAME/PART COATING TO BOLTS PRIOR TO INSTALLATION. 3" x 6" x 3/4" ZINC ANODE BOLTED TO ANODE BRACKET W/ 1/2" x 1/4" S.S. BOLT, F.H., L.W., AND NYL. INSERT BOLT W/ HEAD FILING OUT APPLY VARNISH GRADE ANTI-SEIZE LUBRICANT TO THREADS.



ATTACHMENT DETAILS

ALUMINUM BOARDING DOCK (TYPE "B" DOCK)

1. FRAMING SHEET
 2. INSTALL SHEEL END PANELS
 3. INSTALL GROUNDING RAIL SUPPORTS & GROUNDING WALES
 4. INSTALL BULKHEADS
 5. INSTALL BOTTOM STRENGTHENERS
 6. INSTALL END STRENGTHENERS
 7. INSTALL BULKHEAD GUSSETS
 8. INSTALL WALE SUPPORTS & ANODE BRACKETS
 9. INSTALL HINGE BARREL ASSEMBLIES & FILTER PLATES
 10. INSTALL HINGE BARREL ASSEMBLIES & FILTER PLATES
 11. SANDBLAST HINGE BARRELS AND ADJACENT SHEEL FLANGE
12. APPLY BARBER COATING PRIOR TO PLACING CONCRETE
 13. INSTALL CONCRETE BALLAST
 14. INSTALL FOAM EQUALIZATION
 15. INSTALL & SECURE TOP COVERS
 16. INSTALL & SECURE TOP COVER SPACERS
 17. INSTALL DOCK SUPPORTS
 18. INSTALL DECKING
 19. INSTALL WALES
 20. INSTALL HINGE BARRELS
 21. INSTALL END ANODES

NOTES:
 1. PLATE, RAIL BAR, AND ROUNDED SHARPERS SHALL BE 5061 ALUMINUM ALLOY PER SPECIFICATIONS.
 2. ALL ROUND TUBES SHALL BE 6061 ALUMINUM ALLOY PER SPECIFICATIONS.

REGISTERED PROFESSIONAL ENGINEER
 IN THE STATE OF OREGON
 INGHISA B. ACCIARI
 EXPIRES 6-30-24

DESIGNED & DRAWN BY: S. HART
 DATE: 1/2/24

SCALE: 1" = 1'-0"

04

PROJECT LOCATION, AGENCY & FACILITY NAME:
 BANDON BOAT LAUNCH, COQUILLE RIVER - MILE 0.8
 PORT OF BANDON

SHEET DESCRIPTION:
 ALUMINUM BOARDING DOCK VIEWS (TYPE "B" DOCK)

OREGON STATE * BOAT LAUNCH * OREGON

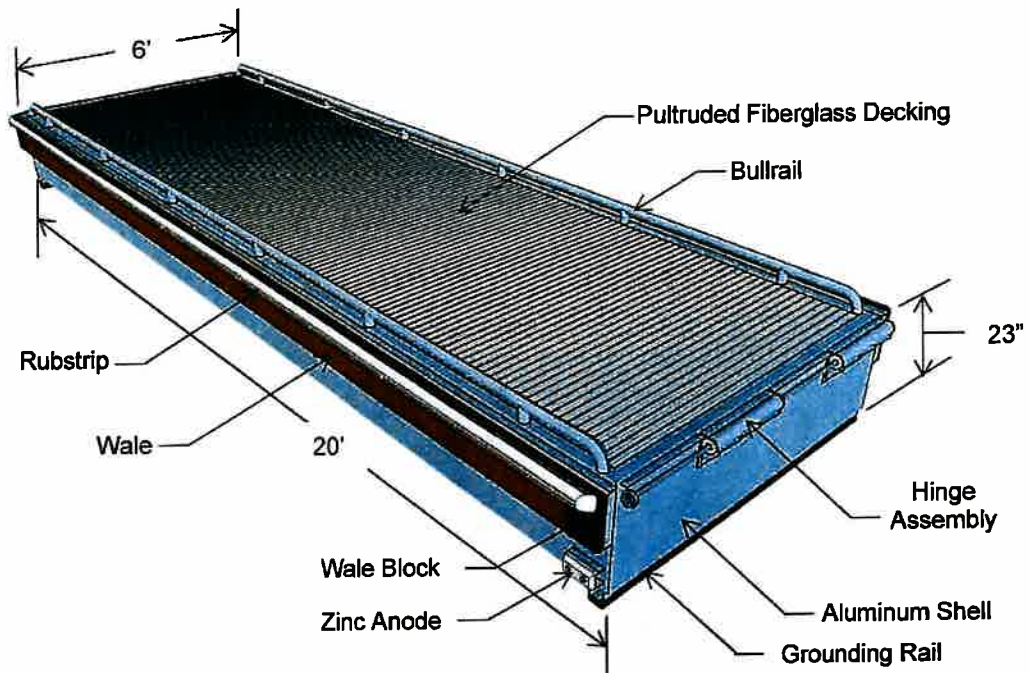
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1:24 SCALE

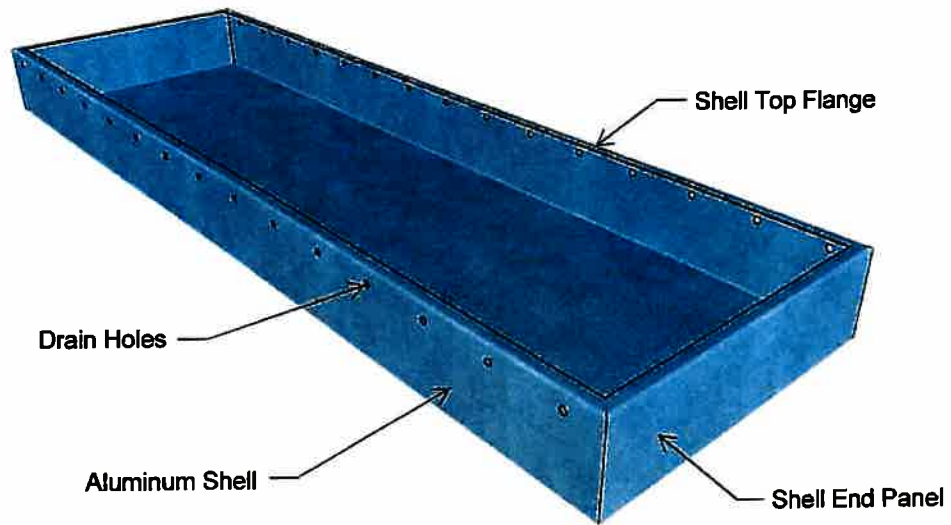
DATE: 1/2/24

04

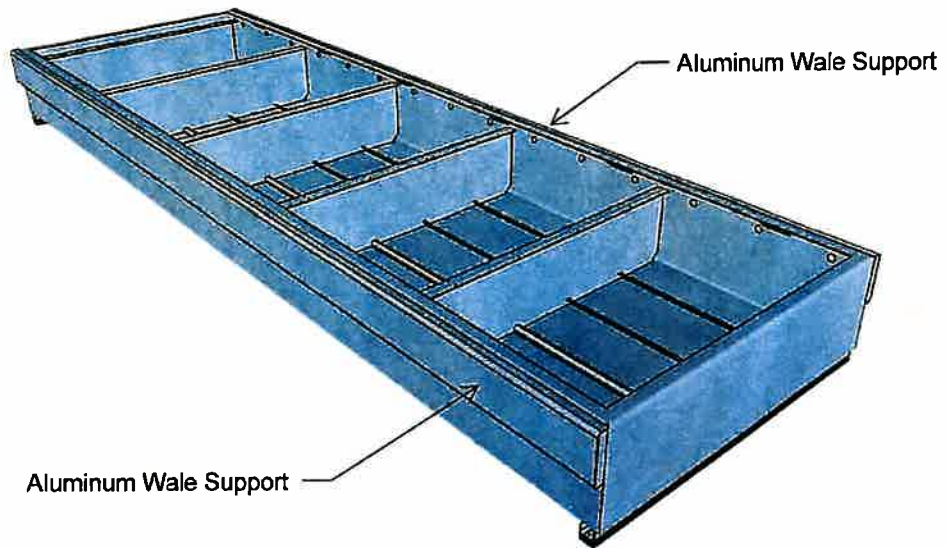
REGISTERED PROFESSIONAL ENGINEER
 IN THE STATE OF OREGON
 INGHISA B. ACCIARI
 EXPIRES 6-30-24



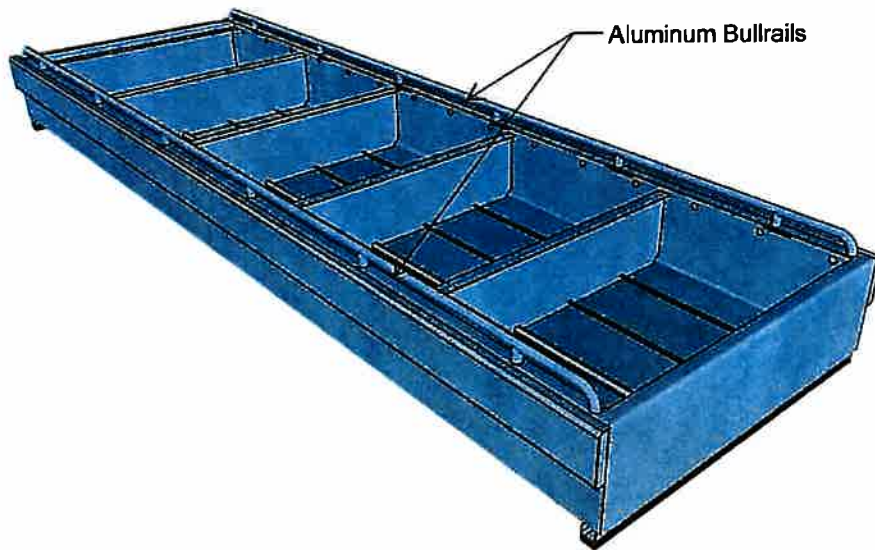
Dock01 - DOCK OVERVIEW



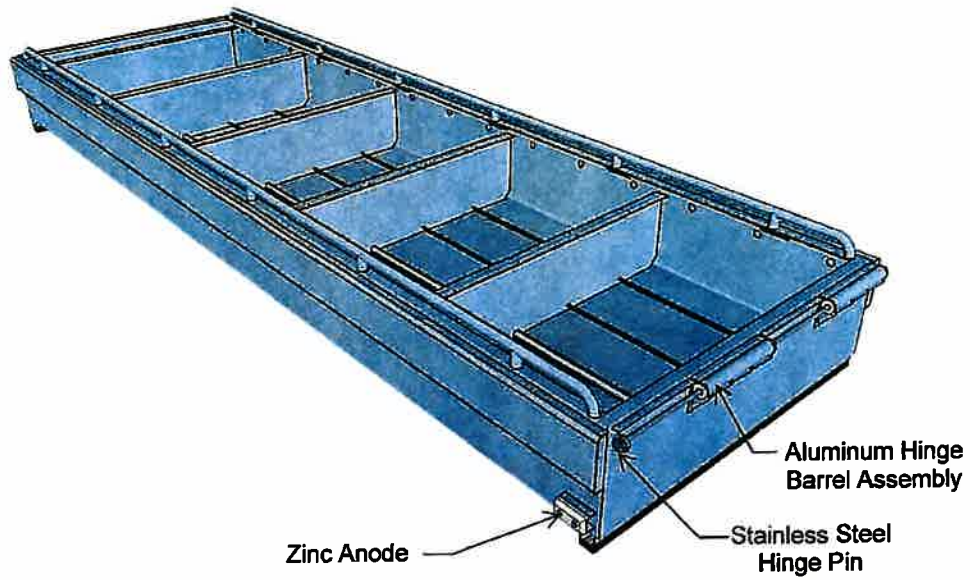
02 - SHELL ONLY



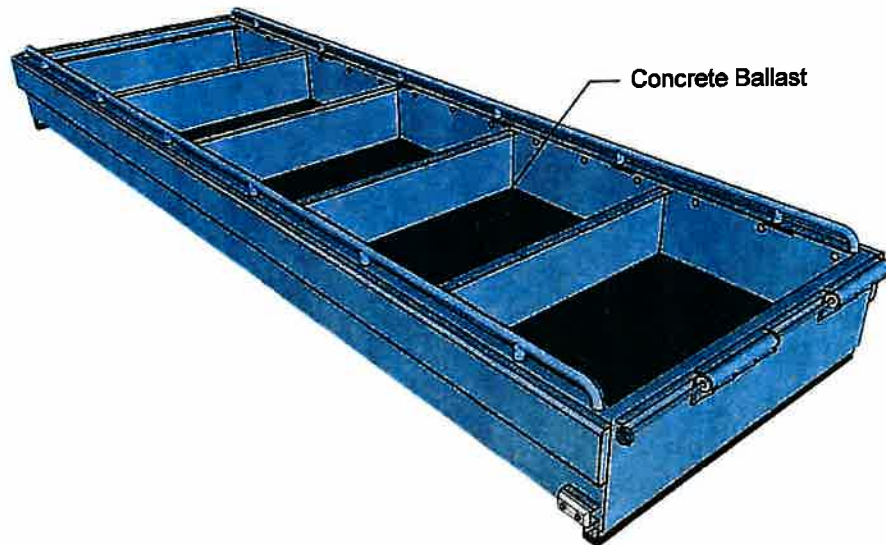
07 - ADD WALE SUPPORTS



08 - ADD BULLRAILS



09 - ADD HINGE BARREL ASSEMBLIES & ZINC ANODES



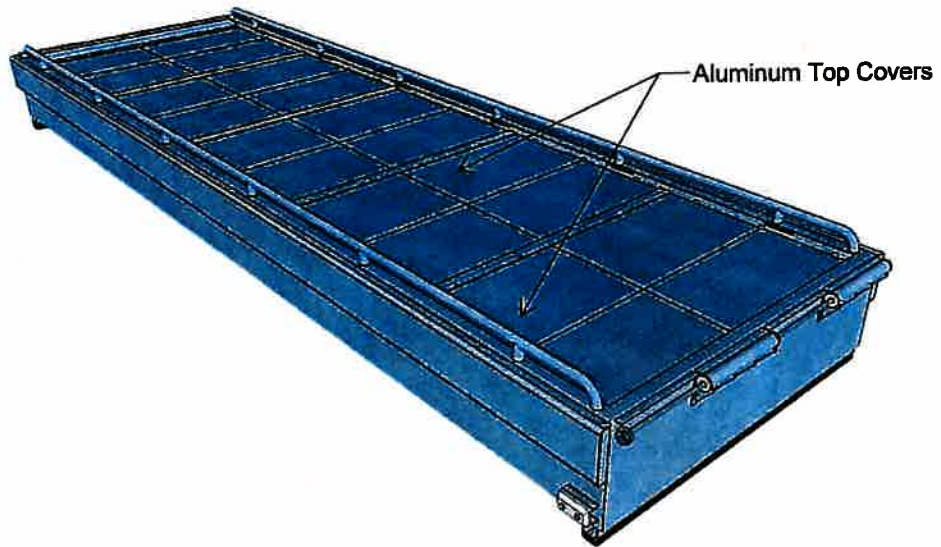
10 - ADD CONCRETE BALLAST

05150 - 18

24



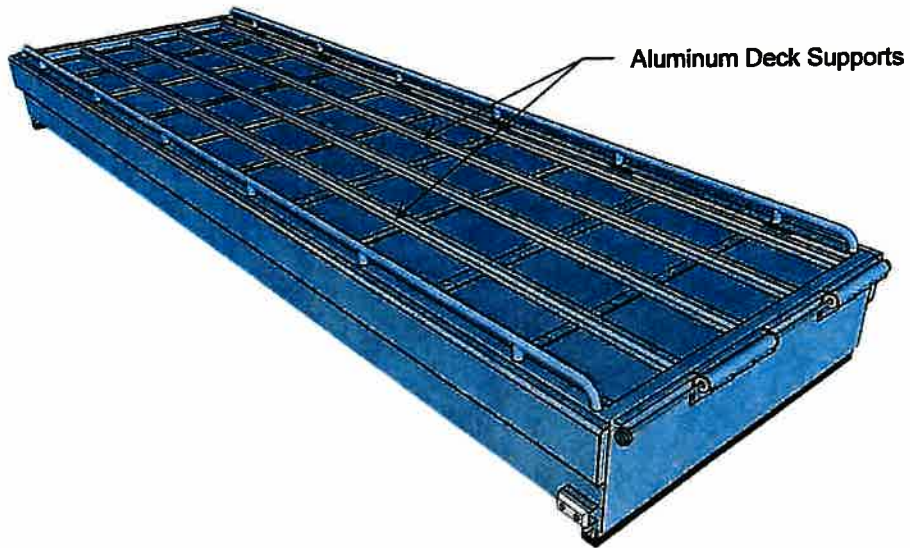
11 - ADD FOAM FLOATATION



12 - ADD TOP COVERS



13 - ADD TOP COVER SPACERS



14 - ADD DECK SUPPORTS