

PORT OF BROOKINGS HARBOR
Board of Commissioners
Event Committee Meeting Agenda
Previous Port Office
16340 Lower Harbor Rd Suite 103
Harbor OR 97415

Monday, October 15, 2018 • 7:00 pm

Agenda

- 1. Call to Order, Pledge of Allegiance, and Roll Call**
- 2. Election of Officers**
- 3. Approval of Agenda**
- 4. Minutes to be Approved**
 - a. Monday, September 17, 2018, Meeting Minutes
- 5. Agenda Related Public Comments ***
- 6. Old Business**
 - a. Events at the Port
- 7. Non-Agenda Related Public Comments ***
- 8. Adjournment**

* Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the President prior to the beginning of the meeting.

FULL MEETING PACKET AVAILABLE AT www.portofbrookingsharbor.com

This Institution is an Equal Opportunity Provider.

An audio recording and transcript was made of these proceedings. The recording and full commission agenda is available on the Ports website: www.portofbrookingsharbor.com and the transcript is available only by request at the Port Office.

PORT OF BROOKINGS HARBOR
Board of Commissioners
Event Committee Meeting Agenda
Previous Port Office
16340 Lower Harbor Rd Suite 103
Harbor OR 97415

Monday, September 17, 2018 • 7:00 pm

Commissioners present: Position 1, Secretary Joe Speir, Position 4, Vice President Richard Heap. Also present were, Danielle Shepard, Administrative Assistant, and members of the public Barbara Ciaramella and Rick Wolbar.

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

Heap called the meeting to order at 7:12 pm. The board and audience stated the pledge of allegiance.

Heap mentioned that Bruce Ellis and Mike Frederick were invited but were not present.

2. Election of Officers:

Nothing at this time.

3. Approval of Agenda:

4. Agenda Related Public Comments:

No agenda related public comments.

5. New Business:

a. Events at the Port:

Heap wanted to have an abbreviated meeting since several people didn't show up.

Heap explained that we wanted to discuss special events, that includes some of the issues that the port has to deal with special events, revising the application, then just begin some general discussion with the event sponsors as to what the port can do to respond to their needs.

Heap explained that though some investigating the parking lot at the boat ramp in funded by sport fish restoration dollars, meaning there can be no activities in that facility that interfere with fishermen.

Heap also explained that going forward Harbor Sanitary District now requires that every sanitation can, porta-potty, must have a permit through Harbor Sanitary.

Ciaramella mentioned that parking for merchant holders is very difficult. Wolfar agreed that parking is the biggest issue during events. Ciaramella believes that each event should model the Kite Festival, in regards to parking.

Ciaramella mentioned the TOT Tax and how important it is to bring that to our community.

It was suggested that everyone take a look at the application and bring it back with any tweaks and ideas.

6. Non-Agenda Related Public Comments:

No non-agenda related public comments.

7. Adjournment:

Heap adjourned the meeting at 8:00 p.m.

President

Secretary

Date

An audio recording and transcript was made of these proceedings. The recording and full commission agenda is available on the Ports website: www.portofbrookingsharbor.com and the transcript is available only by request at the Port Office.

***PLEASE NOTE THESE TRANSCRIPTS HAVE NOT BEEN ALTERED OR
CHANGED BY THE PORT OF BROOKINGS HARBOR***

Richard: It's 7:12. I call the meeting to order. The Pledge of Allegiance.

Audience: I pledge allegiance to the flag of the United States of America and to the republic for which it stands: One nation under God, indivisible, with liberty, and justice for all.

Richard: The roll call.

Danielle: Richard Heap.

Richard: Here.

Danielle: Joe Speir.

Joe: Here.

Danielle: Danielle Shepard. Barbara, what's your last name, I'm so sorry.

Barbara: Ciaramella.

Danielle: Ciaramella.

Richard: Okay. We had invited Bruce Alice and Mike Frederick and I had invited Rick Wolbar to be here with us. I'm not sure we got to elect officers right now, that you are you.

[laughter]

Joe: No

Danielle: I don't think so.

Richard: We have an agenda which basically is events at the port. Let's just basically lay out the reason why I really wanted to do this.

Barbara: Excuse me, can I take one second, I think this is an emergency.

Joe: Barbara is going through a tough thing here the last week.

Danielle: Oh, is everything okay?

Joe: Actually, I forgot about it.

Danielle: You can sit anywhere.

Richard: You get to sit up front.

[laughter]

I need to our roll caller's request form.

Danielle: Okay.

Barbara: I'm in a meeting and I've been trying to all a few times [inaudible 00:01:45] I'll call you back.

Richard: Rick, we're going to have an abbreviated meeting because several people could show up.

Barbara: Sorry.

Richard: We wanted to have this little group to talk about special events, that includes some of the issues that the port has to deal with special events, revising the application for special events that we have here to make sure we communicate exactly what's intended on the special event. Then just begin some general discussion with the event sponsors as to what the port can do to respond to the needs. Let's first focus on some things that we are having to deal with as a port. Number one, through some other investigation, I have been informed by the State Marine Board that because the parking lot at the boat ramp is funded by Sports Fish Restoration dollars, that's US Fish and Wildlife Service dollars, there can be no activities in that facility that interfere with fishermen. If that happens we stand a chance to be required to forfeit our grant, which in this case I think is 1.2 million.

And, that would also jeopardize our ability to get future grants. That's a big deal. The other thing that we've recently been dealing with is the Harbor Sanitation District. Who has had some issues with some sand problems at the port, but there are also during our discussions special events came up. They said the sewer load for us increases pretty significantly when we have a lot of people down there and we're currently not charging you for that but we may because then they have to pay to have bookings tickets.

The second thing we found out from them is that if you put up a set up you have to have a permit from sanitation district for each one. I don't believe it's a lot, I think it's \$10, as I remember, but we haven't been doing that. With those things in mind, we wanted to sit down and have a little discussion about in the future you're going to see some things we're going to have to be fairly rigid on. We're doing an ordinance now about the parking lot that says parking there for non-boat trailer vehicles is prohibited. That's more of a seaway so we can show that to the marine board say, "Look, we're taking action here." But from a practical standpoint, we're going to have to do better signage down there. We are going to have to put up some, I'm thinking of board things with big signs on them saying, "Parking prohibited." And we would probably be asking special events sponsors to put some people over there in the parking lot to just tell people they can't park there.

What happens is the boats are already in the water when everybody starts showing up, so that's done, but when the boats are coming back, they pull out and go get their boat, then they want to go over and park to clean their fish. I was there the Saturday of the Pirate Festival at about 12:30, and so the guys were backing their boats out, trailers out, getting their boat, by the time they got back there were one or two cars parked in that space. So, pretty quick now we have all these cars parked here and boat trailers and boats lining there so the guys can use the cleaning station. It's not a good thing.

The other thing that happens Rick parked right over here because he has his boat in the slip here. He gets in fine, but getting out sometimes can be a little bit of challenge. So, down on Joe's Ann with the Kites Festival showing up on the 4th of July those guys might get down there to get on their boat come rolling in after being at sea for 12-18 hours and not being able to get back out. Those are issues that we've got to deal with.

Barbara: And, I need to add to that, as a vendor or as a business person here I have an issue with parking. Every Saturday and Mike knows this, he's had to chase people himself out of my parking spot. I have a sign-up and everything that says, "This is a reserved parking space." Every Saturday morning I have to fight for my one parking spot that all the vendors that are coming down to do the Saturday Market feel entitled to. When you get here at nine o'clock on a Saturday morning, the first row of cars are the fishermen, the people out on the charters which should be there. They don't bother anybody. But then it's all the vendors then it's the people they employ or whatever so by the time the event starts at least half of the parking lot over by me is completely full and nobody can get close to the visitor's center or anything else.

I was talking to Travis one day and he said to me, just in conversation, we were talking about how these events and we talked about the Pirate Festival that for what they pay that \$300 doesn't even cover the cost of the toilet paper that she used on an event like that let alone any of the other expenses. He's completely right. For \$300 I can't get anybody into my shop on an event like that that isn't there to do the whole thing. They were coming just to see me there would be no way that they wouldn't have to walk a good block or something just to come to get.

Having an event doesn't benefit the businesses that are right there when everything is just piled on top of each other, the vendors. One time on a Saturday Market they had blocked my whole entrance and everything and I went out there and said, "Excuse me, I pay rent here also. I would like to be parked." "Oh, the port told me it was quite all right." I went over to Kathy and Kathy took care of it right away. She said, "Absolutely, not." But that's what happens. For \$300 that they're paying you for the day, I could honestly tell you there's probably four or five of us merchants here that would gladly pay that \$300 not to have the event there.

Rick: I've heard that from several people too.

Richard: The other two issues that come up that don't have the teeth in them that that does is the boat [unintelligible 00:09:23] When we have the car show out here at the Memorial Day that generally, that line over there, against the road was overflow boat-trailer parking when that was full. I have had to use that a few times. I love to go over there and back my boat trailer in right up against the highway, its a fairly close walk and I can get out of there. Well, that car show that's over. Even during some of the special events, they don't give you enough room to get out of there. The same day when I was down here I'm coming from over by the green building, walking in and I see this guy that I know and he's got a small boat. It's not big. He's trying to back out backwards from the board station, the workstation is full of motorcycles and cars. He drives in there and sees that, so then he's trying to get out. Well, he can't turn that thing around in there. He's having to try and back it and then take one of those hooks. It was just a bad thing. Well, now again, as I said, that doesn't have the same hook that I know of that that does over there.

Barbara: No, I agree and I think that that is really an issue. In talking, Travis says to me, because I said, "Travis, I'm fighting every weekend for my parking space and everything." He goes, "If it's not in your lease," he goes, "You might have an issue with that." I'm thinking, wow. I went and looked at my lease. It says I have two. I've been fighting for one and I have two this whole time. I'm just saying that that really needs to be addressed and it should be in everybody's lease. If you're a merchant here, you should at least have a parking space. I heard it wasn't in everybody's lease.

Richard: Well, as far as special events, have you had problems over here trying to get into that?

Rick: No, just the wash racks. The biggest problem. I've helped people get in and out of there. Sometimes it's clear that in there they're there 20 minutes and it's impossible to get them out of there. That's the toughest part but yes, we park early in the morning usually when we go fishing before the event when we come back the other events, but we already parked up front. They actually at the Pirate Festival, they had a line of vendors when we got here in the morning lined up where you couldn't even get where we'd normally parked, that roped off where they keep me in. Other than that, yes, parking is a huge issue for those events and like I said, over there is the biggest issue over there. I actually seen a guy trying to back out of there and it got so crowded that he actually hit another truck that was looking for a parking spot, they didn't even have a boat trailer and they ran into each other in there. That's an issue over there.

Rick: Yes, because the other half of that is we have special events but we spend a lot of time trying to attract fishermen there too. When those guys come over here from Medford, they want to come over and be able to fish and this is the best port in Oregon. I guarantee I can say that without any hesitation, but if we start blowing them up because they get here and can't have trouble, then we're going to have that issue to deal with.

Barbara: I agree, and I think my own personal opinion, as I told you, I was in the catering business for years. I've done large events and to me, we should use the Kite Festival model as the model to do an event at the port. That you have the parking here and you have the shuttle service and you have the event on the kite field and I do agree that there has to be an area roped off over there for people on their boats and so forth.

I know with the Kite Festival they even have like handicap parking and stuff roped off and I'm telling you the way they have it with all their volunteers and the people directing traffic and everything is really a first-class event. I think that that's the way the events here should be run. If people don't like that setup then don't have your events here. It doesn't benefit anybody but the person having the event.

Speaker 3: Well, yes, but I mean it does benefit the town.

Barbara: Well, the town, yes.

Speaker 3: I can remember coming here when we would come up here in the summer and there was something going on down here. Just out of curiosity. We go, let's go see what that's about.

Barbara: You Bet.

Speaker 3: Circulate. I'm not [inaudible 00:14:05] but anyway.

Richard: The other thing that we're going to have to consider is how to redo this form, the application form. Some around here we're going to have to put a series of checkoff boxes that say, have you obtained permits from Harbor Sanitation for Porta-potties and if you're going to have a marine event, do you have a permit from the Sheriff's Department or the Coast Guard. Have you got Security, what kind of security do you have? I don't think it's unreasonable to expect them to hire security people.

Barbara: I don't think so either.

Richard: We may have a check off on there, have you discussed with the port parking and how you're going to afford parking or something to that extent. Then on here we need to have a full description of what the event is, not just the name, Oktoberfest, its going to have to say it's going to involve alcohol, food vendors, whatever special activities they want to have, that sort of thing, so that it's clear what's occurring.

Barbara: We want a diagram of the event, who needs power. All of that ahead of time.

Richard: That's another issue that we're looking into right now. Ken and I, there us 6,210 bolt plugs out here, 31 receptacle, 150 amp and 130 amp. We're going to try and work with [unintelligible 00:15:38] Electric to figure out if everybody's plugged

into that how much power and what are we paying for that to make sure that the fees we collect for power are adequate. Now some of these events, no issue. Pirates. If you've got a big refrigeration unit plugged into that 50 amp service, that's going to cost you money. If you've got deep fat fryer plugged in, a little 110 bolt, running all day, that's going to cost you some money. I don't know, but I don't know how much so we're going to see if we can figure that out.

Barbara: Well, you can do the math, but if he's paying \$300 for the boardwalk, where I'm curious. I don't know if this is public knowledge or not, but I mean for say the Pirate Festival, he should have paid for the boardwalk retail parking lot, boardwalk retail, so that would have been 900 and then behind the port office and the boat wash area, he was all the way down the port past where you go down for the boats--

[crosstalk]

Rick: See I've never been to the Kite Festival.

[crosstalk]

Richard: Where the boat repair shop is there was full. There were cars lining the street in the bike lane clear down to Rush engineering, down at the corner and all of those out here.

Barbara: The vendors went all the way down to the Indian--

Speaker 3: Oh it did?

Barbara: Yes, that's what I'm saying. You're looking at like 1,200. You should have gotten from him.

Danielle: He pays the \$600 a day for the boardwalk retail and the parking lot. That's pretty much from the grass area, from memorial area down to this office and then that parking lot is what he gets.

Richard: This big parking lot out here?

Danielle: This parking lot, yes, out here.

Barbara: He was all the way to the end.

Rick: They're all the way to the end of the Indian thing lined up in the grass area. Then there's a strip sidewalk thing there. They are all the way down to the end.

Barbara: All the way to the end here that she could go on the port.

Rick: When these guys paid this fee that doesn't include the electrical and all that stuff. Right?

Barbara: No.

Speaker 3: A vendor-- Yes. I've never been to a place where a vendor hasn't had to pay an electrical deposit for a booth based on what their needs are. 50 amp, or the 110s.

Richard: Well, I think that's part of something we're going to have to ask them. If you have a vendor set up here, are they plugged in or not?

Barbara: Just so, I don't know if this matters to you guys or not, but the food vendors, were paying \$500 a day and the regular booths were paying 150.

Rick: They were paying him \$500 a day.

Barbara: Yes,

Rick: I didn't know that. He's paying us \$600 a day.

Rick: One food vendor is taking care of him.

Barbara: Yes, that's what I'm saying, he made bank.

[crosstalk]

Speaker 3: If there's five food vendors there a day-

Barbara: He made bank. We're not faulting him for making money, but it's not done the way it should be.

Rick: If he's paying a flat fee of 600 bucks and he's putting those people in there, just the ports electrical and sewage alone is going to exceed that 600 bucks. I would figure. It's got it for the weekend, I don't see how you could make money and we are using money.

Speaker 3: Or you weren't there.

Danielle: I overheard him, I think he was saying 80 bucks a case.

Rick: How many cases he said they go through in [unintelligible 00:19:37]

Danielle: I was going to look, he says, we pretty much triple the load to make sure that we have enough and then, one third of it would be our normal stock, but then we have make it prepared.

Joe: I want to say it was 8 or 10 cases during that festival.

Richard: Of toilet paper?

Joe: Yes.

Barbara: Yes. That's \$800 right there in toilet paper. That's why you can't charge this cheap.

Richard: I don't know what the port is going to be into making a huge amount of money but we shouldn't lose any.

Barbara: Exactly, and it really should be up to the commissioners if you guys want to do it, where you put in there, where you are required to have like security or the insurance or whatever and being named as the port has to be named as additional insured on their policy and all these things need to be in place before hand. If that would have happened, Mike wouldn't have that problem when it came to his event and having it called off and having upset people and we wouldn't have the issues we have.

Richard: We're not going to resolve this tonight, we can at least talk about it and get people thinking about what we're going to have to do here. Frankly, we're going to have to walk a pretty fine line to say we're going against special events, we get it but we got to take care of the port also. And other port users to make sure these events just don't completely overwhelm everything. That's really going to be our task is to figure out how to do that.

Barbara: There could be a little medium in there as far as maybe you up these prices quite a bit so that the port is well covered in their own expenses, if you want to do an event here this is what it's going to cost, sorry. This is what it costs us, we have to make a little, we have to pay our employees whatever this is our cost, take it or leave it. What we could do for the community is go back to offering a decent amount for a booth and let us have our weekend markets. People like strolling that boardwalk and just looking at the different booths that are there and we lost everybody down here to the farmers' market because of the port and what happened with the fees and all that good stuff. Go back and say to the community, "We want you to come back, we want you to sell your wares," make it so it covers the cost but it doesn't have to be an event type thing. It can just be a market.

Richard: Speaking from me personally, I hate the farmers' market and really we'd love to come down here and we'd roll down here and it wasn't too crowded and I liked. We had crown and all of that stuff and it was a nice event.

Barbara: It was.

Richard: I don't think it was too intrusive on the port, if I remember, just loose.

Barbara: Exactly, and that's all that you do and that will bring you on the average you get the same thing about 300 a day as you would. If you do it, let them do it every Saturday and Sunday down here and you'd be making the same amount of money without having these huge events with these influx of people and everything else, and it would show that the port does support the community and wants you down here, but what the real drive at this port is, are our fishermen and everything. The more that we do towards them and make it better, I would hope that they would

want to make our port better, if the fishermen are doing good and they're taken care of, then that trickle down.

Richard: We're going to probably expand on that idea. I'm still really interested in having the commission appoint another committee to sit down with a broader group of people from the community that includes fishermen, non-fishermen, business owners. When I was working we used to call this an essential functions analysis, so you sit down and describe the port and you describe in priority order what the essential functions of the port are. And why those are important to the community. I'd almost be willing to bet you as you said, if you do that what's going to come out is fishing is the number one function of this port and should be. That should be one of our highest priorities when we're talking about how we're going to spend money or allocate resources as we need to take care of that. Certainly, retail space is important and it's a function of the port, the RV park, those kinds of things. We can lay all that out and get a clear understanding from the community's perspective that they feel the same way. I'm assuming they do.

I'll tell you why when this really hits me is I'm on the PFMC Salmon Group so we're-- And the PFMC-- are you familiar?

Barbara: Yes.

Richard: That's well over a thousand people just from government and people who are on the council and the various committees that are involved in this ocean fishing business. That's a lot of effort. I don't know how many millions of dollars that would be, and all of that is designed to help craft the ability for us to harvest these resources.

The key element in getting out there is access to the ocean and access depends on dredging and ports. If you don't have publicly operated ports, we don't have access to all those resources and all that effort we're doing is really not worth the time and effort. If we look down on the commercial base and we don't have landing facilities, we don't have fish buyers, we don't have a way to process that fish, we don't have fuel and we don't have ice. We're going to have a pretty tough time with our commercial fleet. The rec people are easy, all we need is a good boat ramp and a fish cleaning station and a place to wash their boats down. The rest of this is nice, but it's not essential.

Barbara: I get that, but I think it's balanced too and the port is the gym of our area. We were talking a little earlier about the rub between parking. I laugh I tell the mayor over there, part of the city council they think Harbor is a third world country. We never see them come over the bridge and I give them hard time about it, because there's no reason. It's so cut and dry, the chamber was here for 25 years in the port and with the rub that the city and the chamber have had. Now the city requires the chamber to be in the city limits, which I don't know that that's the best.

I sit on the board for the chamber and we're struggling with the chamber also and trying to pick that up off the ground because of what has happened and so forth in
File name: Sept 17 Event Committee Meeting.WMA

the past. It's the same thing, people get a little complacent and they're not looking at where the best dollars should be spent or what's in the best interests with the chamber, the business community or whatever. The reason I bring this up is you brought up earlier and I hope I'm not getting too much off the subject but I think this is a very important issue that I have been driving home.

Joe you've heard me say this many times, but this is such an important issue is that a couple of years ago, Susan Brown had put on the ballot where they wanted the tourism tax, the TOT tax from the hotels to be countywide. That right now it's just the City of Brookings and the City of Gold Beach and so forth, that the county isn't paying any of that. Well, she tried to pass that, had that passed, all of the money-- Well let me back up a little bit. The biggest contributor in that in the county would be the Best Western Hotel, and that's the one they're really after is the Best Western and not paying any of those taxes for a long time.

What they were going to do is take that money that they got from the TOT tax and the only certified event facility is in Gold Beach and all of that money would have gone to Gold Beach to promote events and so forth. My whole thing, and because of my background and so forth with the events is to see us have some kind of event center here. I begged Gary, remember I asked him to let us have this room and just put tables and chairs in here, we'll paint it and we'll call it a conference center, and just start something that says-- And I even offered to the port that if they would do that I would be responsible for renting this room out for you and taking care of the calendar and being the event coordinator for this. I would split whatever rent I made with you guys, with the port, whatever I made, I'd split with you. It was just a way of getting something, that's why to me the green building was so important. That's why the city is doing the building at the golf course because they know that we all know that the golf course isn't the ideal place to put it, but it's better than Gold Beach then I'm happy with that.

We could have it right here in this port where that money came right here and all we have to do is put a sign on that door and put some tables and chairs up in here and let us rent out this room. We could become a certified conference center, or whatever we want to call this, but it's a start for the port and that I think is so important because it's going to happen. We know that it's going to happen with the TOT tax. So I'd just like to see those dollars stay right here.

Richard: Well, as part of the essential functions process, one of the things that you ask in the process is, what are you now and what do you want to be? If the community can't describe what the port is now other than about fishing, then we need to talk about what it is we want to be. If people are going to go out and start looking for money to develop things, you need to know what you want to be before you go ask for it.

Barbara: Exactly. I agree with that.

Richard: We've been talking a lot you guys got comments?

Joe: Not right now. I like just listening. Let me think on it, Richard.

Richard: Rick?

Rick: I don't have anything right now. I'm going to go ahead and review the agreement here and to make myself some notes and stuff, but like I said, the thing I find the biggest problem is parking at these events right now, and we can figure out a way to solve that problem. There's different ways to do it, whether you put them in charge of the parking and the posting where they can and can't park and then there's no fee attached to that.

If violations occurred and somebody on the port is notified of those violations the person that hosted the events will be charged so many dollars per violation every time there's somebody parked illegally because you didn't have an attendant there to tell them where they can park they can't park those types of things. We don't hit him up front with that money, but if they don't do what they're supposed to do, then there's additional funds that are attached to that. That's the biggest thing.

Richard: I was wondering if anybody was going to ask the question. The basic question is, do we even want to have special events?

Rick: I think the port needs to have special events down here, there's people that come to this town just for those certain special events and then they're enjoying the rest of the town where there's meals, fuel, lodging and what not. Like she said, this is the gem of the whole town is this port here. That's what people come here for, that's why I came here years ago it here. We used to come here all the time and it was for those things.

Barbara: Is the boardwalk the best place to be having them then?

Rick: That's a good question too because the kite fields is a perfect place to have the Pirate Festival and what not, but a lot of out of towners really like that boardwalk area where they can see boats in the harbor and stuff were when you're on the kite field, pretty much the parking toward the A Doc up there or the commercial doc all blocked off for the event, people and their equipment and the handicap parking area back there, so they really can't get access to the walk the edge, look at boats, and that type of thing. That's the field, that's a great place to hold events over there, but the boardwalk is a big deal too for people.

Richard: The port house property and right now it's being utilized the way it's being utilized and I suppose that I've never seen the master plan. Is there a master plan?

Danielle: Yes.

Richard: It ever contemplated an event's facility or events's place?

Danielle: I don't know if it has an event facility or event place for it. It's mainly around the fishing that's what it's focused on.

Barbara: I just believe in anything in life balance is the key and I think, yes, we should be so proud of our port and it should be number one in fishing and number one in sports fishing and all of that. I think we should be pretty I think we should be clean, I think we should also do some type of events on a certain level, but just allow these groups to come in. You say we're just waiting for trouble to happen.

Richard: Well, I'm thinking just you don't know what opportunities are going to come up that you might be able to take advantage of just probably get in trouble for this one. Just hypothetical let's just assume that the worst happens and this boat repair shop burns to the ground. There's an open space over there so what, that would be an opportunity if the port could find funding to say, if we want to do something to help alleviate some of our issues we could either make that a big parking lot or we can try and move a lot of this stuff over there. That may require to put in plumbing, sewer, electrical, all that stuff, bathrooms. Just as an idea to think more globally that we may want to take advantage of that.

Barbara: I've been on committees with the port and everything with commissioners years passed and so forth where we looked at having an event tent here and we looked at having a permanent event tent where we could have the hooks for them or whatever in the parking lot permanently and put them up. Then one of the 10 companies I was dealing with you could add onto it.

We could start out with maybe a tent for 150 people and then as we did events and made money or whatever we could add onto it to where it became 300 people. We could cover the kite field eventually or something like that. There's different ways in the city had come to the port at one time and wanted to partner with you guys and putting together an event tent and share the cost with you. Nobody wanted to be responsible for the tent was the problem.

Richard: My only reluctance to develop more infrastructure here is [unintelligible 00:37:17] We'd be foolish to add more on top of what we can already maintain with the staff we have.

Barbara: Well, putting my real estate hat on instead of my event hat it's not a bad position. I do know with what we went through with the piece of property that we had an offer for the port on and so forth about IFA and how all that works. If there was some way that the port, for instance, could take that green building and let someone else take it on a private party and the port being able to carry it, maybe not the land right now, but the building itself. The import still own the land, but that way somebody would come in and put in that half million dollars or whatever and getting that building up and you guys are the banks.

If they ever fail on their loan or anything, you're going to get back a building that's been improved. You can't win or a can't lose on that deal in a circumstance like that where nobody has the money is what I'm saying. The port's not in the position to put out the money to make that building happen. You get a private party to come in and do that I have talked to investment groups that I've been looking at that building and

wanting to maybe go in there under that type of an arrangement. I think that would be a great way for the port to be able to make something happen.

Richard: The port actually owns some pretty valuable assets in our Harbor Sanitation credits which are worth dollars. To use an example of something that I think it's pretty realistic for us to do is the laundromat. Our share of that process would be those credits because they're pretty expensive for a laundromat. The port puts up the credits, private investor comes in and builds the laundromat, equips it, and our percentage of the take is our percentage that we bought with those credits, and whatever rental fees we want to work out, from that the port ends up putting a valuable asset for its RV park, which is a laundromat and a convenience store. Somebody gets to come in and open those two businesses down there and maintain them, and we generate revenue off of that.

Barbara: Exactly. I'm saying the same thing with the green building as you got that to happen. I, personally, I'm from San Francisco. My family was in the food business there. I know some very high-end restaurants that I could invite and we've talked about this one Joe. I have the ability to bring a very high-end restaurant from San Francisco here, but not until things are straightened out.

Richard: Well, the dilemma I think that we face that's real is something's got to happen because if it doesn't, we're going to be in a whole another round of having to replace a roof or replace stuff that's rotten. We just keep throwing that thing along and it's just this huge \$2,000 a month toilet work going down. We've talked that, we've got to do something. Either if we can find somebody, great. If we can't, and then we got to make some decisions about what to do with it.

Barbara: I'd really like to see that happen for the port or something. My personal vision of it was that I would like to see the bottom floor of it be a maritime museum and to have it a banquet facility. All the walls would be like glass cases and that type of thing. That would be a maritime museum for the port, but the rooms itself would be banquet facility downstairs with a commercial kitchen. Then, upstairs, to have some private offices, businesses like insurance companies, things like that that aren't necessarily retail-type business. Then, a fine restaurant.

Richard: Well, I've had a thought, running down the coast and when looking at things. The one thing I've never seen that I think that we talked about this is I wouldn't mind seeing something like a commercial fishing education center over there that talks about that and have the **[unintelligible 00:42:15]** down there. How about a building dedicated to saying, "This is what the commercial fishing industry does. This is how they do it. This is how they regulate it." Have an exhibit showing the boats, and the gear and all that sort of thing.

I don't know who you'd get to do that or who you'd get to run that, but I would guess that people like sea grant might have a little piece of that. I don't know about the **[unintelligible 00:42:45]** Commission. All the different, bigger entities that are in the fishing business, how they'd feel about that. It would be unique, and then, like you say, you could have the rest of it be something else.

File name: Sept 17 Event Committee Meeting.WMA

Barbara: I agree. Let it make some revenue for itself, but I think it should complement what we're doing here. I think we need to look at that too, and some of the business too that we have in here, that are retail sponsor, retail.

Richard: Breaks my heart that the new Taco store in town is not here.

Danielle: It breaks my heart, too.

Rick: Where did he set up at?

Danielle: At the old health shop.

Richard: Yes, the old health food shop, got no parking.

Barbara: I know. Do he look here at all? Do you know?

Danielle: I've never seen him--

Rick: He went to purchase it himself. Now, he's trying to purchase the lot across the street for parking to the South. He spent a lot of money on the building and stuff already because he bought the building. Like you see there's no parking and that's why I was telling him, guys in the morning that are getting baiter or a gear if they have a boat with them they are not going there. There's no place to park whatsoever.

Barbara: That's rough.

Richard: Well, we've been at this almost an hour.

Barbara: You bet.

Richard: What do you think about, we'll adjourn and then we'll try and find the time to get together. I'm out of hand until October with meetings, but we'll call another meeting and see if we can get people to come and then we'll sit down and drill down into this, and see what we can figure out.

Barbara: You bet. You are not opposed to us going through this and marking up what we think or to give you ideas?

Richard: There are some things in here that are ordinance, aren't they?

Rick: I do believe so. I thought I see--

Danielle: Some of them might be--

Richard: If its--

Danielle: The tweaks are good.

Richard: Yes.

Barbara: Yes.

Richard: If its an ordinance, then-- Yes. I can't tell for sure, but if it is an ordinance, then, we have to-- In order to amend that, that's not a big deal but it takes a while. It takes two meetings, is that right, Danielle?

Barbara: No worries. Yes, well, I will just go through it and give my two cents, then everybody. Rick, are you a commercial fisherman?

Rick: No.

Barbara: No? Recreational fisherman?

Rick: Just recreational.

Barbara: Okay.

Rick: [unintelligible 00:45:16]

Richard: The other reason that it goes-- Obviously, I'm a commission, but he's also a commercial fisherman. I'm a trailer boat recreational fisherman and Rick is a fisherman [unintelligible 00:45:27] Those are for the fishing waterfront. That covers that. That's what we're intending to do, so that we could [inaudible 00:45:36]

Barbara: Perfect.

Richard: There's other issues that we'll probably discuss and I don't know if there's any security concerns during big events down there where your boat is. If people wander around and--

Rick: That's one thing you don't see. You don't see a whole lot of people wandering down the ramp to the boats down there.

Danielle: Maybe a sign to scare them off.

Rick: Yes.

Richard: They're just not like me.

Rick: I was asking somebody the other day about that sign, and says its under video surveillance, but Ken says, I just said policy, I don't know what the deal is on those things. Is there actually video surveillance down there?

Richard: No.

Rick: Just a sign that says it.

Richard: Well, if there is video surveillance down there, somewhere, there would be a room with video receivers and TV screens and I don't know if there is.

Rick: Not that I know of. Somebody did take something off our boat one time and I thought, "All right. We'll see it through his video surveillance."

[laughter]

I might have to get my own down there.

Richard: Well, thank you all for coming.

Barbara: Thank you for your time. I'll see you. All of you.

Rick: [unintelligible 00:46:39] wanted to thank everyone for showing up too.

Richard: Get this rolling again and we won't give up until we get some.

Rick: This is a good time of the year to start on this too because everything is coming to an end for the winter, and have everything laid out when these people start applying for their permits when the next years go round.

Richard: Yes. We definitely don't want the word to go around the community, and also there is a bunch of new port commissioners wants to get rid off special events, that's we're trying to do. We're just trying to make sure that we'd go into when their eyes are wide open. We know we're getting into, everybody does, and what's going to be required. The two things that I mentioned, that's not negotiable.

Rick: Yes.

Barbara: I was going to mention, Roy used to say and I don't know if it was the security company or whatever, but they have boots for people's cars. Like, to boot their tires or something, that if they do park in that fishing parking area, they can--

Rick: [unintelligible 00:47:37]

Richard: Well, we want to walk the line, however. We've got to do something about it, but we cannot be so draconian that people were saying, "I want to [unintelligible 00:47:52] we're told on the way, "Don't ever go there."

Barbara: Right, right.

Rick: It only takes one person and one post on Facebook or something like that, they'll have a ton of people on their side.

Richard: Well, I remember, when the port was booting cars for a while. We're all for not having that happen, but I walked by there and looked and said, "Holy smokes. They're booting cars, that's a big deal." Particularly, if the worst case happens and there is emergency, all that kind of stuff.



September 17, 2018, Event Committee Meeting

Barbara: Right. When you're short on police force or whatever, it makes a big statement real quick too. I like your idea where whoever's doing the event has to have people there as part of--

Richard: Well, even at the Kite Festival and people parking, I used to go to the [unintelligible 00:48:44] every year in Reno, and when you pull in that in that parking lot, there are people with orange vest on that are telling you, park here, and you don't get to wander, and they just keep you moving. It's much better. Okay. Thanks.

[00:49:06] [END OF AUDIO]

2018 Events

Month	Day	Event	Event Coordinator
May - Memorial Day Weekend	25, 26, 27	Rock the Chetco	Chetco Brew - Mike and Alex Frederick
May - Memorial Day Weekend	25, 26, 27	Car Show	Curry County Cruisers
June - Oct		Saturday Markey	Chetco Brew - Mike and Alex Frederick
July	4	Fireworks	Visitor Center - Barbara Ciaramella
July	7, 8	Dogs Day of Summer	Chetco Brew - Mike and Alex Frederick
July	21, 22	Kite Festival	Southern Oregon Kite Festival
August	10, 11, 12	Pirates of the Pacific	Bruce Ellis
September - Labor Day	1, 2	Salmon Famine	Chetco Brew - Mike and Alex Frederick
September	22	Oktoberfest	Chetco Brew - Mike and Alex Frederick
September	29	Raining Cats N Dogs	Brookings Harbor Rotary Club



**Port of Brookings Harbor Grounds User Agreement
(Flat Fee)**

This AGREEMENT is made this ___ day of ___, 20___, by and between Port of Brookings Harbor General Manager, acting by and through its Board of Commissioners, and:

Organization _____

Address _____

Responsible Person _____

hereinafter referred to as PERMITTEE, for a non-assignable permit to use and occupy that portion of the Port of Brookings Harbor Grounds ("POBH") described herein below:

Phone/email: (____) _____ - _____

Usage Date(s) From _____ to _____ Usage Time(s) _____ to _____

Intended Activity / Location _____

Insurance Company _____ Policy No. _____

I. PERMIT TO USE

A. **Permit to Use.** On the terms and conditions set forth below, the Board of Commissioners grants to Permittee, its employees, agents, contractors, and invitees a permit to use and occupy the following facilities at POBH described as:

Port of Brookings Harbor Rate Schedule*

	Area	Rate Per Day
1	Boardwalk Retail	\$ 300.00
2	Boardwalk Retail / Parking Lot	\$ 600.00
3	Kite Field	\$ 300.00
4	RV Park Picnic Area	\$ 125.00
5	Parking Lots:	
a.	Behind Port Office	\$ 300.00
b.	Boat Wash Parking Area	\$ 300.00
6	Saturday Market	\$10.00/Vender
7	Car Shows	\$5.00/Car
8	Other:	

Approved 12-20-16

Use of the POBH grounds outside of any of the above listed POBH facilities is not permitted unless specifically addressed in this Agreement. Except as otherwise specifically stated herein, Permittee's permit to use the POBH facilities is non-exclusive. Such POBH facilities to be used by Permittee are hereinafter referred to as the "Property".

- B. **Alcohol Deposit and Insurance.** The concessionaire who will be selling alcohol will be required to supply POBH with proof of liquor liability insurance, stand location(s), security outline, signage, and a copy of the OLCC permit no later than one week prior to the event. The concessionaire will bear the sole responsibility for costs of security and identification checks. Patrons are prohibited from bring bottles, cans and alcoholic beverages onto POBH grounds.

II. USE OF THE PROPERTY

- A. **Permitted Use.** Permittee is granted a permit for the sole permitted use of: _____

(type of event), hereinafter referred to as the "Activities".

1. The Property shall be used for the Activities and for setup, cleanup, and other activities incidental thereto, and for no other purpose. Permittee shall do its own setup and cleanup, including re-stacking tables and chairs and properly disposing of all trash and debris. No tape, staples, nails, etc., may be used on POBH Boardwalk, buildings or equipment. Only painters masking tape approved by the Manager of POBH may be used. Permittee shall supply its own painters' masking tape. No weight barring (tire) equipment allowed on Boardwalk.

2. Permittee shall be responsible to insure all personal property brought onto the Property or otherwise stored on the Property.

3. POBH and the Board of Commissioners does not relinquish its right to enforce rules, regulations and its use policies for the operation of the Property and for that purpose may enter the Property at any time. POBH and the Board of Commissioners reserves the right to eject from the Property or refuse entry to the Property any person whose conduct or violation of POBH's rules and regulations render such person subject to being ejected or barred, and for the exercise of this authority, Permittee waives any right for claim against the Board of Commissioners, Port of Brookings Harbor, and its elected officials, officers, employees, agents and volunteers.

4. Access will be made available to necessary facilities through the POBH office. Keys will be furnished only in extraordinary circumstances.

5. No alcohol is allowed in any building or on the grounds of POBH, including the parking areas, without the express written consent of the Board of Commissioners. For those Activities where consent has been given, Permittee must provide, at its own expense, a licensed server. A copy of the server's OLCC license must be provided to the Manager of POBH prior to Permittee's event. Permittee is

solely and wholly responsible to ensure that all OLCC rules and regulations are followed.

6. No marijuana items are allowed in any building or on the grounds of POBH, including the parking areas. "Marijuana items" means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

B. **Fees.** Permittee agrees to pay POBH for use of the Property in, "as-is" condition, the following manner:

1. Two copies of this Agreement signed by Permittee and a rental deposit of \$_____ (50% of total use charges), the sum of which in nonrefundable upon cancellation, shall be delivered to the POBH office by _____. A fully executed copy of this Agreement will be returned to Permittee for its records.

2. The remaining balance of \$_____, required general liability (and alcohol insurance, if applicable) insurance policy certificates, documentation of fire marshal approval, fire safety sign-off sheet, equipment list and setup information, and marketing information shall be delivered to the POBH office by _____ (60 days prior to event).

3. POBH does not supply extension cords, stage, ladders, fans, hand tools, office supplies/equipment, telephone or copy service for Permittee's Activities. Any additional equipment, extra help, secured WIFI lines and/or materials requested by Permittee during the Activities shall be coordinated through POBH and invoiced to Permittee. Such charges are payable by Permittee to the POBH office within 10 days of Permittee's receipt of such invoice.

C. **Dates and Hours of Event (including set up and tear down):** Beginning at _____ (time) on _____ (date) until _____ (time) on _____ (date). Event use hours are from 8:00 a.m. to 10:00 p.m. Additional use hours require pre-approval by the Manager of POBH. Music and amplified sound is prohibited after 10:00 p.m. in any outdoor arena.

D. **Restrictions on Use.** In connection with the Activities contemplated in this Agreement, Permittee shall, and shall cause its members, employees, agents, volunteers, independent contractors, exhibitors and invitees to abide by the following restrictions on use:

1. **Law Observance.** Conform to all applicable laws, statutes, regulations, ordinances, rulings and licensing requirements of any public authority relating to the Activities or the Property, the use thereof or any activity thereon.

2. **Compliance with Rules and Regulations.** Comply with all rules and regulations of the Board of Commissioners and POBH for management of the Property. If the attention of Permittee is called to any violation on the part of Permittee or any person admitted to the Property by Permittee or any exhibitor or invitee of Permittee, Permittee shall immediately take such action as is reasonable with Permittee's power to cause the violator to desist from and correct the violation.

3. **Electricity.** All electrical outlets are 20-amp service only. If extra lights, other than regular house lights, or electrical power shall be required by Permittee, they shall be installed at Permittee's expense and the electric power shall be paid by Permittee at current rates in effect for the Property. All electrical connections must be made by POBH. Multiple plugs such as twin sockets, cube taps or similar devices will not be permitted and any such connections shall be corrected to conform with Board of Commissioners Interim Use Policies and fire regulations, the cost thereof to be paid by Permittee; and all exhibitor's electrical equipment shall be properly wired to meet Fire Underwriters specifications and all other statutes, ordinances and regulations.

4. **Defacement of Buildings.** Permittee shall not injure, mar or in any manner deface the Property, or drive or permit to be driven any nails, hooks, tacks or screws in any part of the Property or make or allow to be made an alteration of any kind therein. If the Property is damaged by the act, default or negligence of Permittee or any person or persons admitted to the Property by Permittee, Permittee shall pay to POBH such sum as shall be necessary to restore the Property to its original condition. Permittee assumes full responsibility for the acts and conduct of all persons admitted to the Property by Permittee and agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property.

5. **Water.** POBH will furnish, through facilities presently installed on the Property, water for human consumption and for ordinary toilet or janitorial purposes, but for no other purpose, unless otherwise specifically provided for in this Agreement. No water facility, appliance or apparatus thus furnished by POBH will be used for any purpose other than that for which it is constructed, and no sweepings, rubbish, rags, paper or other substance shall be thrown in it. If any such misuse results in damage to any such facility or equipment as a result of Permittee use or occupancy of the Property, the damage shall be paid for by Permittee.

6. **Seating Capacity.** Permittee shall not admit to the Property a larger number of persons than can safely and freely move about, and the decision of the Manager of POBH in this respect shall be final. Permittee will not permit chairs or movable seats to be placed in passageways and will keep passageways clear at all times. No portion of the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets or ways of access to public utilities of the facilities shall be obstructed by Permittee or used for any purpose other than for ingress to and egress from the Property.

7. **Signs and Posters.** Permittee will not place any sign advertisement, post or other material or card on any part of the Property except in locations approved by the Manager of POBH and shall place only such material on the billboard as relates to the event for which this use permit is given, and for such period of time as may be approved by the Manager of POBH. Permittee shall immediately, on notice by the Manager of POBH, remove any material which the Manager of POBH determines to be in violation of the paragraph. All approved signs, post, or other

material or cards approved by the Manager of POBH will be removed by Permittee immediately after the event or Permittee will be charged \$50.00 per day until such items are removed. The use of adhesive tape or staples for the attachment of such materials to surfaces at POBH is prohibited, except on designated bulletin board areas.

8. **Hazardous Materials.** Permittee shall not, without the written consent of the Manager of POBH, operate any engine, motor or machinery on the Property or use oils, burning fluids, camphene, kerosene, propane, naphtha or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the Property.

E. **Box Office Facilities and Admissions Control.** Only those persons authorized by the Manager of POBH may use box office facilities or be otherwise engaged as ticket sellers, ticket takers, ushers, door guards or other admissions control personnel. Permittee agrees to comply with POBH's minimum requirements concerning admissions control personnel and to pay the cost thereof pursuant to Section III.A (Extra Help).

F. **Failure to Vacate.** At the end of the term of this Agreement, Permittee shall promptly remove all its personal property from the Property. Permittee shall pay additional rent in the amount of \$100.00 per hour (including any partial hours) until Permittee has completely vacated and removed all its personal property from the Property. If any such personal property remains on the Property after the end of the term, the POBH, at its option, shall have the right to remove and dispose of it at the expense of Permittee; or the POBH may permit the personal property to remain on the Property and for any such period beyond the term of this Agreement. In either event, the POBH and its elected officials, officers, employees, agents and volunteers shall not be liable for any damage or loss to any such personal property, either by reason of its removal or disposition, or by reason of any occurrence on or condition of the Property. If the POBH elects to remove and store the personal property, it shall have a lien on it for the reasonable cost of removal or storage.

III. GENERAL TERMS AND CONDITIONS.

A. **Extra Help.** If it is necessary for POBH staff to assist Permittee with setup, cleanup or Permittee's event, or if it is necessary for the Manager of POBH to employ extra help, such as stage hands, public address system operators or janitors, Permittee shall pay for the cost of such extra help at a rate of \$100.00 per hour, including any partial hours.

B. **Exhibitors.** If Permittee makes any part of the Property under this Agreement available to other persons or entities as exhibitors as part of this use, the exhibitors shall be subject to all of the provisions of this Agreement and to the authority of the Manager of POBH under those conditions, but in any event Permittee shall be fully responsible for all acts or omissions of the exhibitors as if they were its agents or employees.

C. **Responsibility for Property.** The Board of Commissioners and Port of Brookings Harbor assume no responsibility to Permittee for any property placed on the Property by Permittee, independent contractors, exhibitors or invitees, or for any loss incurred by Permittee as the result of any injury or damage to persons or property sustained during or

by reason of the occupancy of the Property by Permittee under this Agreement, it being understood that Permittee accepts the Property as-is and based upon Permittee's own inspection of the Property as to its condition and safety.

D. **Re-Entry by the POBH.** If Permittee vacates the Property prior to the expiration of the term of this Agreement, the POBH may re-enter by force or otherwise and, at its option, may re-rent the Property as agent of Permittee and receive the rent, applying the same, first to payment of expenses incurred in re-entering and re-renting the Property and second, to the payment of the rent due under this Agreement. Any surplus thus collected will be paid to Permittee and Permittee agrees to pay the POBH on demand, any deficiency. This shall not be construed to impose any obligation on the POBH part to re-enter or re-rent or attempt to re-rent or to affect the obligation of Permittee to pay the full amount of rental in case the Property is to be re-rented.

E. **Parking.** Permittees are required to control all traffic and parking regulations on POBH properties during the event. Parking availability is "as-is". When traffic control or parking assistance is in the safety interest of the general public, the POBH will provide such assistance and bill the Permittees for services rendered.

F. **Animals.** It is the responsibility of the Permittee to insure that all animals are controlled safely and responsibly. Dogs must be on a leash at all times. Owners are expected to clean up after their animals and deposit waste/manure in marked areas. Horses, llamas and cattle are prohibited from the lawn areas except when prior authorization has been given by the Manager of POBH.

G. **Security.** The Manager of POBH, on consultation with Permittee, will determine security and law enforcement staffing for the Activities. All security and law enforcement costs are the sole responsibility of Permittee.

H. **Indemnity.** Permittee shall indemnify, hold harmless, and defend, the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers from and against any and all claims, suits, actions, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs, whether or not incurred in litigation) on account of personal injury, death or damage to or loss of property or profits resulting from or arising out of, in whole or in part, any act, omission, negligence, fault, threat to safety of person or property at POBH, or violation of law or ordinance by Permittee or any person entering POBH or the Property with the implied or express permission or invitation of Permittee. For purposes of this section, Permittee's obligations include, but is not limited to, acts, omissions or negligence of Permittee, its members, officers, employees, agents, independent contractors, exhibitors, invitees, customers or other participants. Neither Permittee nor any claims representative or attorney engaged by Permittee shall defend the claim in the name of the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers without first receiving from Port of Brookings Harbor Counsel, in a form and manner determined appropriate by the Port of Brookings Harbor Counsel, authority to act as legal counsel for the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers, nor shall Permittee settle any claim on behalf of the Board of Commissioners, Port of Brookings Harbor and its elected

officials, officers, employees, agents and volunteers without the approval of Port of Brookings Harbor . The Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers shall have no liability to Permittee or its members, employees, agents, independent contractors, participants, exhibitors or invitees for any injury, loss, or damage caused by third parties or by any condition of the Property, except to the extent solely caused by POBH gross negligence.

I. **Insurance.** Permittee shall, at its sole cost and expense, procure and maintain in full force through the term of this Agreement (including setup and teardown) comprehensive general liability insurance with coverage limits of at least \$1,000,000 per occurrence; \$2,000,000 aggregate for damage or injury to the Property, buildings or grounds of POBH in the care, custody and control of Permittee, with each policy naming the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers as additional insureds. Permittee's name on such policies shall be the same as on this Agreement. The policies must obligate the issuing insurance company to provide at least 30 days prior written notice to the POBH before cancellation or change in coverage. Evidence of coverage and additional insured endorsement(s) must be provided to the Manager of POBH at least 14 days prior to Permittee's use of the Property. Failure to meet any of these insurance mandates shall constitute a material breach of this Agreement by Permittee and POBH may, at its discretion, terminate this Agreement.

J. **Default by Permittee.** If Permittee fails to pay the amount due under this Agreement or keep or perform any of its other obligations under the terms of this Agreement, at the time specified, and fails to correct said default immediately upon notice, the POBH may terminate this Agreement, re-enter the Property and remove all persons and property and resort to any legal proceeding necessary to obtain possession. Such termination and re-entry shall not relieve Permittee from the obligation of paying any amounts theretofore accrued or from liability for loss caused by Permittee's breach or violations; and its obligation on re-entry shall be the same as those prescribed by Section III.D.

K. **Unforeseen Impossibility.** If fire or any other casualty or unforeseen occurrence of the occupation of the Property by the federal or state government, or the effects of a labor dispute, render the Property to be occupied hereunder unusable, and render fulfillment of this Agreement impossible, then this Agreement shall terminate. In such event, if the Permittee has not had any use of the Property, the sums therefore paid shall be refunded to Permittee, but if the Permittee has used and occupied the Property prior to such termination, Permittee shall pay for the use of the Property only up to the time of such termination. In the event of termination under this section, Permittee waives any claim for any damages or compensation.

L. **Cancellations.** Permittee shall not be entitled to cancel or otherwise terminate this Agreement without the express written consent of the Manager of POBH. If cancellation is made at least 60 days prior to the scheduled event, 50% of the final payment stated in this Agreement may be refunded. No refunds will be given if cancellation is made in the 60 days prior to the event. POBH may cancel this Agreement upon 30 days' written notice to Permittee.

M. **Discretionary Matters.** Any decision affecting any matter not herein expressly provided for in this Agreement shall rest solely within the discretion of the Board of Commissioners and the Manager of POBH, as applicable.

N. **Attorney's Fees.** In case a suit or action is instituted by either party hereto arising out of this Agreement, the prevailing party in such litigation, including any appeal, shall be entitled, in addition to costs and disbursements provided by statute, to reasonable attorney fees as determined by the court on trial or appeal.

O. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

P. **Assignment.** Permittee shall not assign or transfer any of its interest in this Agreement without the written consent of the Manager of POBH. In the event that consent is granted for an assignment, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective assigns.

Q. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed and construed in accordance with the law of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between POBH and the Permittee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Curry County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Gold Beach, Oregon. Permittee, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts.

R. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision to be held invalid.

S. **Waiver.** The failure of POBH to enforce any provision of this Agreement shall not constitute a waiver by POBH of that or any other provision.

PERMITTEE, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE BELOW, HEREBY ACKNOWLEDGES THAT PERMITTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PORT OF BROOKINGS HARBOR
BOARD OF COMMISSIONERS:

PERMITTEE:

By: _____
Title: Manager of POBH, as authorized
by the Port of Brookings Harbor Board of
Commissioners of Commissioners

By: _____

Title: _____

Date: _____

Approved 12-20-16