

**PORT OF NEWPORT COMMISSION REGULAR MEETING**

Tuesday, August 22, 2023, 6:00 p.m.  
Administration Building  
600 SE Bay Blvd.  
Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the livestream of this meeting on our website: <https://www.portofnewport.com/2023-08-22-commission-meetings-2023-august-22-2023-6-00-p-m>*

*Anyone interested in making public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, August 21, 2023: <https://www.portofnewport.com/2023-08-22-commission-meetings-2023-august-22-2023-6-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

**III. Public Comment (3-minute limit per person)**

**IV. Consent Calendar**

**2023**

- A. Minutes.....July 25.....Page 3
- B. Financial Reports.....Page 9
- C. Accounts Paid.....Page 26

**V. Old Business**

- A. Public Hearing and Adoption of Ordinance 2023-01 Amending the Bylaws – *Miranda*.....Page 29
- B. Approval of Amendment to Customs Lease – Termination – *Bretz*.....Page 31
- C. Approval of Amendment to RV Park Redesign Contract – *Bretz*.....Page 34
- D. Approval of Purchase of a Crane for NIT -- *Brown*.....Page 38

**VI. New Business**

- A. Presentation Rethinking Waste: Strategies for Effective Disposal and Circular Economy – *Madeline Judokusumo*.....Page 41
- B. Approval of Surfrider and SOLVE MOU – Bay Cleanup – *Miranda*.....Page 53

**VII. Staff Reports**

- A. General Manager’s Report – *Miranda*.....Page 58
  - 1. Director of Finance and Business Services – *Brown*.....Page 61
  - 2. Director of Operations – *Bretz*.....Page 66

**VIII. Commissioner Reports**

**IX. Calendar/Future Considerations 2023**

Next Commission Meeting.....September 26, 2023

OPPA Conference (Astoria).....September 28 and 29, 2023  
PNWA Conference (Vancouver, WA).....October 11-13, 2023

**X. Public Comment**

**XI. Adjournment**

July 25, 2023  
6:00 P.M.  
Newport, OR

**PORT OF NEWPORT COMMISSION MINUTES**

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

The Port of Newport Commission met on the above date and time at the Administration Building, 600 SE Bay Blvd., and virtually via Microsoft Teams. In attendance were Commissioners Retherford, Ruddiman, Chuck, Lackey, and Sylvia. Also in attendance were General Manager Paula Miranda, Director of Business and Finance Services Mark Brown, Operations Director Aaron Bretz, Administrative Assistant Gloria Tucker, and visitors Lisa Lackey and Michael Seavers.

**COMMISSIONER OATHS**

Miranda swore in newly elected Commissioners Chuck, Ruddiman, and Sylvia.

**ELECTION OF OFFICERS**

MOTION was made by Lackey, seconded by Chuck, to appoint Sylvia President of the Commission. The motion carried unanimously in a voice vote.

MOTION was made by Lackey, seconded by Sylvia, to appoint Retherford Vice President of the Commission. The motion carried unanimously in a voice vote.

MOTION was made by Ruddiman, seconded by Lackey, to appoint Chuck Secretary and Treasurer of the Commission. The motion carried unanimously in a voice vote.

**PUBLIC COMMENT**

Miranda read the written public comment submitted by James Parks regarding the new Administration Building.

**CONSENT CALENDAR**

MOTION was made by Chuck, seconded by Ruddiman, to approve the consent calendar as presented. The motion carried unanimously in a voice vote.

**OLD BUSINESS**

**Approval of New Fees.** Sylvia introduced the agenda item. Brown reported during the last Commission meeting, Chuck recommended adopting specific fees related to wind and wave projects. He noted Bretz did research with Ports up and down the coast, and he suggested rates for energy projects in general. He stated in addition staff would like to add usage fees for the Commission room and implement the fee for fish seller permits.

Retherford requested the board room fee change from \$158.12 to \$158. Chuck asked if there would be any consideration of waivers for non-profits. Miranda replied she considers a nonprofit or public entity, but the request also has to make sense for the Port.

Sylvia asked what would have been the Terminal wharf charges if not for the energy project fees. Bretz replied it would have been \$5 less. Sylvia confirmed with staff the fish seller permit fee had not been in place yet. Retherford confirmed with staff there is not a limit on how many fish seller permits would be issued until staff have time to observe the needs.

MOTION was made by Lackey, seconded by Retherford, to approve the new fees for Energy Cargo, Board Room use and Fish Seller permits with the exception that Board Room use changes from \$158.12 to \$158. The motion carried unanimously in a voice vote.

## NEW BUSINESS

**Approval of Contract for RV Park Annex Redesign.** Sylvia introduced the agenda item. Bretz reported in 2019, the Port issued an RFP for the conceptual redesign and market analysis for the RV Park Annex. He explained that project was tabled because of other projects. He stated the project is in the budget this year, and he updated the RFP and sent it out for bid. He indicated he got three packages. He added the Port used a qualification-based selection process.

Bretz recommended Good Work Architects for the project. He stated the solicitation includes design, consulting, and project management services through construction. He noted the other phases would be done by contract amendments later on. He indicated the intent is to have a financial analysis on the best customer service structure in the future. He added they would look into Newport code requirements, so the concept does not have to change later on.

Bretz reported the Port would have to do a conditional use permit since there are some different zones and land use issues in that area. He noted the consultants have in-house RV Park consultants, so they don't have to do a study to gather data. He stated they also have a landscape architect on staff. He indicated the cost is a good start, leaving room in the budget for additional planning work.

Miranda reported the cost was not one of the requirements for the qualification or part of the evaluation. She noted at the end of the day, it's helpful to know, but staff did not ask for that. She stated there is a need for the project moving forward. She explained the Port has been spending a lot of money fixing things that are breaking, and the area needs to be updated.

Chuck confirmed with staff a portion of the area is zoned water dependent. Lackey thanked staff for their efforts. Sylvia asked when the Annex is completed, how many sites would there be. Bretz replied it is premature to tell a number. He explained the Port could add to what is there or turn it into glamping where the largest RVs can park. He stated the project could add a quarter more spaces or reduce the number, and that's the reason for analysis.

Sylvia confirmed with staff there are currently about 35 sites at the Annex. Miranda noted the consultants will provide a rate of return analysis. Sylvia confirmed with staff that the \$375,000 budget is adequate for all the planning phases.

Retherford asked how the Port will determine the future use of the area. Miranda replied staff has given the consultants an idea of what is here and people's ideas. She explained they are the experts, and they will make suggestions for what makes sense for the region and demand. She noted if there is more than one choice to consider, staff will bring that to Commission.

Ruddiman asked if they will consider an area for yurts or tiny houses. Bretz replied they will consider all options. He noted the Port wants to avoid tenant-landlord issues with permanent structures. Miranda added permanent structures may add more maintenance costs as well, but everything is on the table at this point.

MOTION was made by Chuck, seconded by Retherford, to authorize the General Manager or designee to contract with Good Work Architects in an amount not to exceed \$80,000 to complete the conceptual redesign of the RV Annex. The motion carried unanimously in a voice vote.

**Approval of Contract with Pasha Stevedoring.** Sylvia introduced the agenda item. He read public comment from Heather Mann asking for a delay in approving the contract since the referenced Lines Agreement is close to 30 years old. Miranda reported this process started because of the annual insurance evaluation from SDAO. She noted they contracted most of their insurance to new underwriters, which results in quite an increase in workers comp insurance. Bretz reported to try to reduce that, the Port has to have an agreement that states the Port is not hiring longshoremen directly, a third party will carry the insurance. He noted he talked to similar ports, and everyone has a different way they handle lines. He explained there are three main stevedores that operate in the area. He indicated he tried to line something up with Jones Stevedoring, but they wouldn't take it because of the low volume of projects.

Miranda explained workers comp for longshore is not typical workers comp. She stated they are classified under the Longshore and Harbor Workers' Compensation Act, which is more expensive. She noted this would add \$40,000 a year to insurance costs, and once entered, this workers comp is required every year. She indicated the Port does not have the staff to do this kind of work, and in the month of August a PacWave ship will need longshore, and the Port will need insurance. She added in the past, the Port has contracted directly.

Miranda reported using stevedoring may cost a little more to the customer, but the Port will not have to worry about insurance. She noted she is not changing anything with the agreement the Port already has with the longshoremen. She indicated if the Commission decides to delay approval, the Port would probably need a special meeting before the wave energy ship comes because the work can't be done without workers comp.

Brown reported the reason for the \$40,000 increase is that all operations staff would be reclassified under the act, and that's over a million dollars in payroll that would be taxed at a higher rate, even though they are not handling lines. He noted it may be more than \$40,000 a year.

Retherford noted it does makes sense to not change the insurance, but she is concerned that the lines agreement from 30 years ago has never been changed. She explained the Port is trying to attach something old to something new. Miranda replied if the Port is going to update the lines agreement, there will be a lot of negotiations. She stated if that's the route Commission wants to go, the Port will have to buy workers comp or not accommodate PacWave. She explained negotiations would take a long time.

Miranda reported the lines agreement is a simple agreement that has worked throughout the years, and the Port does not have a lot of demand. She added she has been in other ports and had experience negotiating with a union, and it is complex.

Lackey asked are the longshoremen the only ones who can do the work. Miranda replied they are not, but the Port would have to hire others and still would need workers comp insurance. Bretz stated line handling is serious, and the Port wants to make sure folks are practiced and trained. He noted the Port is trying to provide that kind of service and avoid insurance premiums. He indicated the terms of the stevedoring agreement are pretty forgiving for the Port. He added if the Port wants to terminate the agreement in 30 days, the Port can, and the agreement does not have a cost to the Port.

Sylvia confirmed with staff the lines agreement is adequate. He asked if staff talked about the lines agreement with other ports, and if this lines agreement is pretty typical. Bretz replied they

are all a little different. He noted some use lines bureau, some use stevedore, some hire directly. He explained Pasha handles lines for the Port of Vancouver, but only lines. He added the port uses a different stevedore to do the rest. He indicated it is a mixed bag.

Miranda reported the Port of Astoria is more complex because of the services they provide. She stated should the Port need more services, then the Port can adapt it. She noted at this point, it is better to keep the lines agreement simple.

Ruddiman explained with this the stevedores hire the longshore directly, and the Port has nothing to do with it. He noted everything is charged to the vessel, and the Port is not involved. Lackey asked Ruddiman for further clarification. Ruddiman stated say a research vessel comes in, all longshore will get is lines to tie up and untie; there will be no money for them outside the lines. He stated if the Port calls Jones Stevedoring, they will not be interested. He added if there was a log ship and a lump sum project, then there would be no problem for Jones.

Bretz explained he needs to have longshoremen to call in a pinch, and having an agreement means they will respond. Lackey summarized the Port needs an agreement to make sure it has someone and because the insurance needs it. Brown stated the Port's new insurance rates are based on having this contract in place. He thanked WHA for their work to make sure the Port got the lower rate.

Lackey stated looking at the lines agreement, it's prescriptive in some ways. He asked is this something in the best interest of the Port and does it influence the customers. He noted it is worth reviewing. Miranda stated right now, the agreement has worked, and if the Port decides to do that, it will be months and months of negotiation. She added she understands this is an old agreement, but it is a simple agreement, and simple is good at this point.

Lackey asked what and when is the Georgia Pacific work. Bretz replied they will bring in two new boilers for the plant in the summer of 2024. Lackey stated his preference with contracts at the Terminal is to have the lawyer present. Miranda replied the lawyer has reviewed all of these agreements, and he has been a part of this from the beginning. Lackey stated his preference is to have another meeting to see the underwriters' rationale and to see what other ports do and their agreements.

Brown stated he will get a statement from insurance. Sylvia confirmed with staff if the Commission waits a month, the Port would not be able to provide PacWave service or must buy workers comp insurance. Lackey confirmed with staff the Port was informed of the new rates at the end of June. Sylvia confirmed with staff the Port is not tying itself to a long-term contract with stevedoring.

Lackey asked if the contract would make the Port assume some liability because the lines agreement is prescriptive on what happens. Bretz replied the liability is on the lead linesmen and the union determines who the lead linesman are. Brown explained this is much like a temporary contract for temporary employees. He stated they are directing the employees. He noted the Port tells them there is a ship, and the rest is up to them.

Ruddiman noted since the Terminal been completed, there has been one or two research vessels, and the Port has been hiring the longshore directly to do that. Sylvia noted to review the agreement is not to necessarily negotiate it; it can mean review internally with a lawyer. He noted the Port has not needed to renegotiate. He asked has the union needed to renegotiate. Miranda replied there is not enough demand of services to create a need to renegotiate. She noted the Port is not that different from several years ago because of the lack of work. She explained she has been to bigger ports where that agreement is negotiated almost every year because of all the different

services, equipment, and vessels. Chuck confirmed with staff the agreement is sufficient to protect the Port at this time.

MOTION was made by Chuck, seconded by Ruddiman, to approve the attached agreement with Pasha Stevedoring to provide line handling services at the Terminal under the terms provided. The motion carried unanimously in a voice vote. The motion carried 3-1 with Lackey opposed. Retherford abstained.

Chuck noted every Commissioner can contact the lawyer directly if they have legal concerns. Sylvia clarified with staff the tariff. Retherford confirmed with staff the Commission can look at the agreement again next time and bring the lawyer to the next meeting. Sylvia asked Lackey if he preferred to bring the lawyer to the next meeting or contact him directly. Lackey replied he leaves the decision to Sylvia and Miranda. Retherford recommended when there is a controversial item to have the lawyer available.

**Public Hearing on Ordinance 2023-01 Amending the Bylaws.** Sylvia introduced the agenda item. Miranda reported Retherford mentioned at the last meeting to change the General Manager's title. She noted more research was needed to see the domino effect of that. She explained she talked to the lawyer, and the Commission needs to make this official and change the bylaws. She added this will be the first reading. She read the change - "The Commission confers chief executive authority to the Executive Director and any reference to the General Manager throughout the Bylaws shall be modified to Executive Director. A resolution naming the Executive Director as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk."

**Approval of Support Services Agreement with KOPIS.** Sylvia introduced the agenda item. Brown reported this is for the Port's financial system, which is Business Central. He noted staff seldom use KOPIS technical report. He stated based on two hours of support a month, which staff do not reach at this time, the agreement will reduce the Port's cost.

MOTION was made by Lackey, seconded by Chuck, to authorize the General Manager or designee execute the attached agreement with KOPIS for support of Business Central. The motion carried unanimously in a voice vote.

## **STAFF REPORTS**

Miranda reported this month she does not have a report since she was out of the office. Brown reported the Port is wrapping up the audit. He stated he talked to the auditors, and they have all the information they need and are reviewing it this week. He noted he expects a preliminary audit report next week. He indicated financial systems are working well together. He added the RV Pak has been extremely busy, and the Port has lost some staff. He explained the Port is recruiting for more RV Park staff.

Brown reported, financially, the Port is in good shape. He noted he will be discussing the cash position and upcoming projects with Miranda. He stated he is putting a 5-year cash flow report together. He indicated budget vs actual is favorable in all funds.

Retherford asked when staff start cutting projects for the year, can Miranda provide that information. Miranda replied she would like to give a quarterly report on where those projects are at some time in October, and then in January.

Bretz reported he is working on the Army Corps project and Port Dock 7 planning. He noted the cost estimate for sediment sampling came in around \$725,000. He stated it looks like the Port has the budget. He emphasized it is extremely important in order to progress the plan beyond concept, to know what the bottom contour is made of. He indicated the sampling will benefit the Port in later projects, since some tests will not need to be redone for other projects. He added other folks who do projects in the bay will not need to do the sampling either.

Bretz reported the Port got a favorable eel grass survey from the Army Corps, but it is not detailed enough for the Port's project. Sylvia asked who requires the detailed survey. Bretz replied the state of Oregon, specifically ODFW in this case. He noted the cost is around \$10,000 to get more detail, and it will be harder to refute this data.

Bretz reported the crane for the Terminal will have a warranty on it despite being an older model. He added it is much less expensive than a new one, \$200,000 less. He stated the vendor was going to charge \$20,000 to deliver it, but there is a company locally the Port can use for \$5,000. He added staff are working on financing. Brown noted the loan should have an interest of 4.61 percent.

Miranda added Retherford, Ruddiman, and Sylvia have been signed up for the SDAO Board Member Duties, Liabilities and Responsibilities class. Tucker noted there is a 10-page packet on emergency preparedness that if the Commission reads, the Port will receive an insurance discount.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:42 p.m.



Period: 07/01/23..07/31/23

Port of Newport

**General Operating Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	1,425,592.83
Cash on hand - Petty Cash	764.34
Cash on hand - Cash Drawers	825.00
Accounts Receivable	61,089.27
Property Tax Receivable	0.00
Grants Receivable	0.00
Allowance for Bad Debt	(50,000.00)
Interfund Activity Receivable	804,417.76
Prepaid Expenses	205,339.58
<b>Total Current Assets</b>	<b>2,448,028.78</b>
<b>TOTAL FIXED ASSETS</b>	<b>48,191,548.10</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	(1,038,515.00)
PERS Deferred Outflow	262,672.00
<b>Deferred Outflows of Resources, Total</b>	<b>(775,843.00)</b>
<b>TOTAL ASSETS</b>	<b>49,863,733.88</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	121,694.55
Credit Cards Payable	(27,771.41)
Accrued Retainage	(5,219.54)
Accrued Lodging Taxes	21,483.13
Accrued Property Tax	(1,676.95)
Unclaimed Property	75,514.92
Interfund Activity Payable	778,832.75
Payroll Payable	46,846.76
Compensated Absences	71,030.89
Accrued Payroll Taxes	(20,437.99)
Retirement Payable	10,474.80
Garnishment Payable	575.56
Benefit Payable	57,863.71
Accrued Interest	11,368.00
Deposits	272,094.66
Deferred Revenue	(956,986.71)
Current Portion - Notes Payable	454,043.00
Current Portion - Bonds Payable	235,000.00
<b>Total Current Liabilities</b>	<b>1,144,730.13</b>

Period: 07/01/23..07/31/23

Port of Newport

**General Operating Fund**

Description	Balance
<b>Non-current Liabilities</b>	
Long-term Debt	6,670,613.37
Less Current Portion - Long-term Debt	(689,043.00)
Bond Premiums	70,965.00
<b>Total Non-current Liabilities</b>	<b>6,052,535.37</b>
Deferred Inflows of Resources	219,726.00
<b>Total Liabilities</b>	<b>7,416,991.50</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,140,000.00
Committed Fund Balance	0.00
Assigned Fund Balance	670,122.88
Unrestricted Fund Balance	35,263,152.52
Contributed Capital	7,130,788.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>44,204,063.40</b>
Retained Earnings	(112,705.97)
<b>Net Assets</b>	<b>42,446,742.38</b>
<b>Total Liabilities and Equity</b>	<b>49,863,733.88</b>



# Financial Report - Budget Vs. Actual

## Port of Newport

Period 07/01/23..07/31/23

### DEPARTMENT: 000-Unallocate

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services			
Materials, Services		8,861.25	(8,861.25)
<b>Total Operating Expenses</b>		<b>8,861.25</b>	<b>(8,861.25)</b>
<b>OPERATING INCOME (LOSS)</b>		<b>(8,861.25)</b>	<b>8,861.25</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>			
Interest		541.67	(541.67)
<b>Total Non-operating Revenues</b>		<b>541.67</b>	<b>(541.67)</b>
Debt Service	2,495.87		2,495.87
<b>Total Non-Operating Expenses</b>	<b>2,495.87</b>		<b>2,495.87</b>
<b>Non-Operating Income (Loss)</b>	<b>(2,495.87)</b>	<b>541.67</b>	<b>(3,037.54)</b>
<b>Net Income (Loss)</b>	<b>(2,495.87)</b>	<b>(8,319.58)</b>	<b>5,823.71</b>
GAAP Adj - Debt Service Principal	215,545.40		215,545.40
<b>Total GAAP Adjustments</b>	<b>(215,545.40)</b>		<b>(215,545.40)</b>
<b>Net Income (Loss)</b>	<b>(218,041.27)</b>	<b>(8,319.58)</b>	<b>(209,721.69)</b>



# Financial Report - Budget Vs. Actual

## Port of Newport

Period 07/01/23..07/31/23

### DEPARTMENT: 100-Administra

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Property Tax Revenue	528.22		528.22
<b>Total Operating Revenue</b>	<b>528.22</b>		<b>528.22</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	79,637.43	94,055.66	(14,418.23)
Materials, Services	75,227.38	85,851.22	(10,623.84)
<b>Total Operating Expenses</b>	<b>154,864.81</b>	<b>179,906.88</b>	<b>(25,042.07)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(154,336.59)</b>	<b>(179,906.88)</b>	<b>25,570.29</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>			
Interest	2,363.18		2,363.18
<b>Total Non-operating Revenues</b>	<b>2,363.18</b>		<b>2,363.18</b>
<b>Total Non-Operating Expenses</b>			
<b>Non-Operating Income (Loss)</b>	<b>2,363.18</b>		<b>2,363.18</b>
<b>Net Income (Loss)</b>	<b>(151,973.41)</b>	<b>(179,906.88)</b>	<b>27,933.47</b>
<b>Total GAAP Adjustments</b>			
<b>Net Income (Loss)</b>	<b>(151,973.41)</b>	<b>(179,906.88)</b>	<b>27,933.47</b>



# Financial Report - Budget Vs. Actual

## Port of Newport

Period 07/01/23..07/31/23

### DEPARTMENT: 300-Commerci

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	6,064.03	12,916.67	(6,852.64)
Moorage	69,485.99	54,583.33	14,902.66
Services	11,231.24	35,000.00	(23,768.76)
Fees	23,994.41	12,916.63	11,077.78
Miscellaneous Operating Revenue		1,000.00	(1,000.00)
<b>Total Operating Revenue</b>	<b>110,775.67</b>	<b>116,416.63</b>	<b>(5,640.96)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	45,175.56	52,546.05	(7,370.49)
Materials, Services	26,442.78	35,999.96	(9,557.18)
<b>Total Operating Expenses</b>	<b>71,618.34</b>	<b>88,546.01</b>	<b>(16,927.67)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>39,157.33</b>	<b>27,870.62</b>	<b>11,286.71</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>			
Capital Outlays	8,033.00		8,033.00
<b>Total Non-Operating Expenses</b>	<b>8,033.00</b>		<b>8,033.00</b>
<b>Non-Operating Income (Loss)</b>	<b>(8,033.00)</b>		<b>(8,033.00)</b>
<b>Net Income (Loss)</b>	<b>31,124.33</b>	<b>27,870.62</b>	<b>3,253.71</b>
<b>Total GAAP Adjustments</b>			
<b>Net Income (Loss)</b>	<b>31,124.33</b>	<b>27,870.62</b>	<b>3,253.71</b>



# Financial Report - Budget Vs. Actual

## Port of Newport

Period 07/01/23..07/31/23

### DEPARTMENT: 500-Internation

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	15,133.78	14,497.33	636.45
Moorage		18,333.33	(18,333.33)
Services	5,307.57	16,333.33	(11,025.76)
Fees	20,249.28	23,750.00	(3,500.72)
Miscellaneous Operating Revenue	9,592.96	8,241.67	1,351.29
<b>Total Operating Revenue</b>	<b>50,283.59</b>	<b>81,155.66</b>	<b>(30,872.07)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	18,384.66	24,251.25	(5,866.59)
Materials, Services	19,081.27	28,900.00	(9,818.73)
<b>Total Operating Expenses</b>	<b>37,465.93</b>	<b>53,151.25</b>	<b>(15,685.32)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>12,817.66</b>	<b>28,004.41</b>	<b>(15,186.75)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>			
Debt Service	315,978.31		315,978.31
Capital Outlays		530,858.25	(530,858.25)
<b>Total Non-Operating Expenses</b>	<b>315,978.31</b>	<b>530,858.25</b>	<b>(214,879.94)</b>
<b>Non-Operating Income (Loss)</b>	<b>(315,978.31)</b>	<b>(530,858.25)</b>	<b>214,879.94</b>
<b>Net Income (Loss)</b>	<b>(303,160.65)</b>	<b>(502,853.84)</b>	<b>199,693.19</b>
<b>Total GAAP Adjustments</b>			
<b>Net Income (Loss)</b>	<b>(303,160.65)</b>	<b>(502,853.84)</b>	<b>199,693.19</b>



# Financial Report - Budget Vs. Actual

## Port of Newport

Period 07/01/23..07/31/23

### DEPARTMENT: 700-South Beach

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	42,076.98	39,583.33	2,493.65
Moorage	153,130.94	195,000.00	(41,869.06)
RV Park Space Rentals	223,281.51	247,500.00	(24,218.49)
Fees	33,586.31	48,900.00	(15,313.69)
Discounts and Refunds	(196.65)		(196.65)
Miscellaneous Operating Revenue	(22.50)	58,076.92	(58,099.42)
<b>Total Operating Revenue</b>	<b>451,856.59</b>	<b>589,060.25</b>	<b>(137,203.66)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	74,679.66	73,983.58	696.08
Materials, Services	93,452.00	157,353.33	(63,901.33)
<b>Total Operating Expenses</b>	<b>168,131.66</b>	<b>231,336.91</b>	<b>(63,205.25)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>283,724.93</b>	<b>357,723.34</b>	<b>(73,998.41)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>			
Capital Outlays		367,500.00	(367,500.00)
<b>Total Non-Operating Expenses</b>		<b>367,500.00</b>	<b>(367,500.00)</b>
<b>Non-Operating Income (Loss)</b>		<b>(367,500.00)</b>	<b>367,500.00</b>
<b>Net Income (Loss)</b>	<b>283,724.93</b>	<b>(9,776.66)</b>	<b>293,501.59</b>
<b>Total GAAP Adjustments</b>			
<b>Net Income (Loss)</b>	<b>283,724.93</b>	<b>(9,776.66)</b>	<b>293,501.59</b>

Period: 07/01/23..07/31/23  
Port of Newport

**NOAA Lease Revenue Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	2,981,145.86
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	342,077.11
Prepaid Expenses	101,773.77
<b>Total Current Assets</b>	<b>3,424,996.74</b>
<b>TOTAL FIXED ASSETS</b>	<b>20,154,986.18</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	390,615.04
PERS NPA(L)	(54,658.00)
PERS Deferred Outflow	13,824.00
<b>Deferred Outflows of Resources, Total</b>	<b>349,781.04</b>
<b>TOTAL ASSETS</b>	<b>23,929,763.96</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	10,651.44
Interfund Activity Payable	933,896.51
Compensated Absences	13,657.27
Accrued Payroll Taxes	2,404.90
Retirement Payable	4,900.47
Benefit Payable	1,677.48
Accrued Interest	164,613.00
Current Portion - Bonds Payable	1,380,000.00
<b>Total Current Liabilities</b>	<b>2,511,801.07</b>
<b>Non-current Liabilities</b>	
Long-term Debt	12,515,000.00
Less Current Portion - Long-term Debt	(1,380,000.00)
<b>Total Non-current Liabilities</b>	<b>11,135,000.00</b>
Deferred Inflows of Resources	11,565.00
<b>Total Liabilities</b>	<b>13,658,366.07</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,761,721.00
Committed Fund Balance	432,000.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	8,223,805.80
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>10,417,526.80</b>



Period: 07/01/23..07/31/23  
Port of Newport

**NOAA Lease Revenue Fund**

Description	Balance
Retained Earnings	(1,563,262.51)
<b>Net Assets</b>	<b>10,271,397.89</b>
<b>Total Liabilities and Equity</b>	<b>23,929,763.96</b>



Period: 07/01/23..07/31/23

Port of Newport

**NOAA Lease Revenue Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	2,891.36	214,770.00	(211,878.64)
<b>Total Operating Revenue</b>	<b>2,891.36</b>	<b>214,770.00</b>	<b>(211,878.64)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	1,956.76	19,010.57	(17,053.81)
Materials, Services	31,244.80	39,093.72	(7,848.92)
<b>Total Operating Expenses</b>	<b>33,201.56</b>	<b>58,104.29</b>	<b>(24,902.73)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(30,310.20)</b>	<b>156,665.71</b>	<b>(186,975.91)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	5,430.80	541.66	4,889.14
<b>Total Non-operating Revenues</b>	<b>5,430.80</b>	<b>541.66</b>	<b>4,889.14</b>
Debt Service	1,577,534.87	0.00	1,577,534.87
<b>Total Non-Operating Expenses</b>	<b>1,577,534.87</b>	<b>0.00</b>	<b>1,577,534.87</b>
<b>Non-Operating Income (Loss)</b>	<b>(1,572,104.07)</b>	<b>541.66</b>	<b>(1,572,645.73)</b>
<b>Net Income (Loss)</b>	<b>(1,602,414.27)</b>	<b>157,207.37</b>	<b>(1,759,621.64)</b>
GAAP Adj - Debt Service Principal	1,380,000.00	0.00	1,380,000.00
<b>Total GAAP Adjustments</b>	<b>(1,380,000.00)</b>	<b>0.00</b>	<b>(1,380,000.00)</b>
<b>Net Income (Loss)</b>	<b>(2,982,414.27)</b>	<b>157,207.37</b>	<b>(3,139,621.64)</b>

Period: 07/01/23..07/31/23  
 Port of Newport

**NOAA Capital Reserve Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	1,930,375.71
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	354,174.80
<b>Total Current Assets</b>	<b>2,284,550.51</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>2,284,550.51</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	2,278,074.94
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	0.00
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>2,278,074.94</b>
Retained Earnings	6,475.57
<b>Net Assets</b>	<b>2,284,550.51</b>
<b>Total Liabilities and Equity</b>	<b>2,284,550.51</b>

Period: 07/01/23..07/31/23

Port of Newport

**Bonded Debt Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	2,891.36	214,770.00	(211,878.64)
<b>Total Operating Revenue</b>	<b>2,891.36</b>	<b>214,770.00</b>	<b>(211,878.64)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	1,956.76	19,010.57	(17,053.81)
Materials, Services	31,244.80	39,093.72	(7,848.92)
<b>Total Operating Expenses</b>	<b>33,201.56</b>	<b>58,104.29</b>	<b>(24,902.73)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(30,310.20)</b>	<b>156,665.71</b>	<b>(186,975.91)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	5,430.80	541.66	4,889.14
<b>Total Non-operating Revenues</b>	<b>5,430.80</b>	<b>541.66</b>	<b>4,889.14</b>
Debt Service	1,577,534.87	0.00	1,577,534.87
<b>Total Non-Operating Expenses</b>	<b>1,577,534.87</b>	<b>0.00</b>	<b>1,577,534.87</b>
<b>Non-Operating Income (Loss)</b>	<b>(1,572,104.07)</b>	<b>541.66</b>	<b>(1,572,645.73)</b>
<b>Net Income (Loss)</b>	<b>(1,602,414.27)</b>	<b>157,207.37</b>	<b>(1,759,621.64)</b>
GAAP Adj - Debt Service Principal	1,380,000.00	0.00	1,380,000.00
<b>Total GAAP Adjustments</b>	<b>(1,380,000.00)</b>	<b>0.00</b>	<b>(1,380,000.00)</b>
<b>Net Income (Loss)</b>	<b>(2,982,414.27)</b>	<b>157,207.37</b>	<b>(3,139,621.64)</b>

Period: 07/01/23..07/31/23  
Port of Newport

**Bonded Debt Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	143,889.71
Accounts Receivable	(13,568.81)
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	28,704.74
<b>Total Current Assets</b>	<b>159,025.64</b>
<b>TOTAL FIXED ASSETS</b>	<b>139,746.00</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	553,083.64
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>553,083.64</b>
<b>TOTAL ASSETS</b>	<b>851,855.28</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	(19,024.10)
Current Portion - Bonds Payable	435,000.00
<b>Total Current Liabilities</b>	<b>415,975.90</b>
<b>Non-current Liabilities</b>	
Long-term Debt	10,815,000.25
Less Current Portion - Long-term Debt	(435,000.00)
Bond Premiums	572,487.00
<b>Total Non-current Liabilities</b>	<b>10,952,487.25</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>11,368,463.15</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	(10,963,245.76)
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	0.00
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>(10,963,245.76)</b>
Retained Earnings	26,637.89
<b>Net Assets</b>	<b>(10,516,607.87)</b>
<b>Total Liabilities and Equity</b>	<b>851,855.28</b>

Period: 07/01/23..07/31/23  
Port of Newport

**Bonded Debt Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	143,889.71
Accounts Receivable	(13,568.81)
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	28,704.74
<b>Total Current Assets</b>	<b>159,025.64</b>
<b>TOTAL FIXED ASSETS</b>	<b>139,746.00</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	553,083.64
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>553,083.64</b>
<b>TOTAL ASSETS</b>	<b>851,855.28</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	(19,024.10)
Current Portion - Bonds Payable	435,000.00
<b>Total Current Liabilities</b>	<b>415,975.90</b>
<b>Non-current Liabilities</b>	
Long-term Debt	10,815,000.25
Less Current Portion - Long-term Debt	(435,000.00)
Bond Premiums	572,487.00
<b>Total Non-current Liabilities</b>	<b>10,952,487.25</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>11,368,463.15</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	(10,963,245.76)
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	0.00
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>(10,963,245.76)</b>
Retained Earnings	26,637.89
<b>Net Assets</b>	<b>(10,516,607.87)</b>
<b>Total Liabilities and Equity</b>	<b>851,855.28</b>

Period: 07/01/23..07/31/23  
 Port of Newport

**Construction Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	13,151.60
Property Tax Receivable	0.00
Grants Receivable	0.00
<b>Total Current Assets</b>	<b>13,151.60</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>13,151.60</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	0.00
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	13,072.51
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>13,072.51</b>
Retained Earnings	79.09
<b>Net Assets</b>	<b>13,151.60</b>
<b>Total Liabilities and Equity</b>	<b>13,151.60</b>

Period: 07/01/22..06/30/23

Port of Newport

**Construction Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Discounts and Refunds	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	73.70	(10.00)	83.70
<b>Total Non-operating Revenues</b>	<b>73.70</b>	<b>(10.00)</b>	<b>83.70</b>
<b>NON-OPERATING EXPENSES</b>			
<b>Non-Operating Income (Loss)</b>	<b>73.70</b>	<b>(10.00)</b>	<b>83.70</b>
<b>Net Income (Loss)</b>	<b>73.70</b>	<b>(10.00)</b>	<b>83.70</b>
<b>Non Budget Expenditures</b>			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



Period: 07/01/23..07/31/23  
Port of Newport

**Facilities Maintenance Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	538,533.67
Property Tax Receivable	0.00
Grants Receivable	0.00
<b>Total Current Assets</b>	<b>538,533.67</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>538,533.67</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	19,889.60
<b>Total Current Liabilities</b>	<b>19,889.60</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>19,889.60</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	0.00
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	3,971.69
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>479,882.81</b>
Retained Earnings	38,761.26
<b>Net Assets</b>	<b>518,644.07</b>
<b>Total Liabilities and Equity</b>	<b>538,533.67</b>

Posting Date	Document Date	Document Type	Document No.	Vendor Name	Description	External Document No.	Line Funds	Credit Amount
7/27/2023	7/27/2023	Invoice	PPI02577	Englund Marine S	Order PO00909 11398/6		100	462.77
7/26/2023	7/26/2023	Invoice	PPI02578	Englund Marine S	Order PO00905 11362/6		100	95.00
7/25/2023	7/25/2023	Invoice	PPI02576	Englund Marine S	Order PO00900 11356/6		500	163.77
7/19/2023	7/19/2023	Invoice	PPI02480	Englund Marine S	Order PO00879 11153/6		100	74.19
7/18/2023	7/18/2023	Invoice	PPI02524	Englund Marine S	Order PO00877 11134/6		100	285.19
7/18/2023	7/18/2023	Invoice	PPI02523	Englund Marine S	Order PO00874 11121/6		100	251.37
7/11/2023	7/11/2023	Invoice	PPI02493	Englund Marine S	Order PO00856 10900/6		100	48.78
7/10/2023	7/10/2023	Invoice	PPI02494	Englund Marine S	Order PO00852 10809/6		100	43.32
7/3/2023	7/3/2023	Invoice	PPI02432	Englund Marine S	Order PO00839 10598/6		100	5.60
7/27/2023	7/27/2023	Invoice	PPI02555	SAIF Corporation	Vend#: V01890 100055672		100	59,189.63
7/13/2023	7/13/2023	Invoice	PPI02546	Harris Worksystem	Order PO00861 21-6912		100	6,205.21
7/7/2023	7/7/2023	Invoice	PPI02459	Runions Construct	Order PO00849 04102045		100	2,700.00
7/25/2023	7/25/2023	Invoice	PPI02587	Glasdon, Inc	Order PO00895 SI1013126		100	653.00
7/26/2023	7/26/2023	Invoice	PPI02584	Surf Town Coffee	Order PO00903 8831		100	120.00
7/27/2023	7/27/2023	Invoice	PPI02532	Orrco	Vend#: V01390 458339		100	825.00
7/20/2023	7/20/2023	Invoice	PPI02484	Orrco	Vend#: V01390 457221		100	1,050.00
7/10/2023	7/10/2023	Invoice	PPI02490	Simply Design Stu	Order PO00855 2297		100	500.00
7/10/2023	6/30/2023	Invoice	PPI02452	Smile-A-Mile Paint	Order PO00142 202447/202448		100	19,695.00
7/10/2023	7/10/2023	Invoice	PPI02451	Ultrex	Vend#: V00870 INV131833		100	77.76
7/10/2023	7/10/2023	Invoice	PPI02457	Andrew Meats	Vend#: V00670 WEBCTRL CLASS		100	338.16
7/18/2023	7/18/2023	Invoice	PPI02476	Jim Durkee	Vend#: V00660 INSURANCE REIMBURSEMEN		100	1,000.00
7/10/2023	7/10/2023	Invoice	PPI02447	Gloria Tucker	Vend#: V00650 REIMBURSEMENT		100	73.33
7/18/2023	7/18/2023	Invoice	PPI02507	Digital Connex	Order PO00873 311893		100	828.00
7/27/2023	7/27/2023	Invoice	PPI02548	OR Business Devel	Vend#: V00490 655-36-02 07/1/2022-6/30/		100	85,800.00
7/27/2023	7/27/2023	Invoice	PPI02547	OR Business Devel	Vend#: V00490 655-36-02		100	85,800.00
7/1/2023	7/1/2023	Invoice	PPI02553	OR Business Devel	Order PO00916 655-36-02 FY 23/24		100	7,800.00
7/10/2023	7/10/2023	Invoice	PPI02445	Windcave	Vend#: V00450 2258545		100	175.00
7/25/2023	7/25/2023	Invoice	PPI02510	MASA	Vend#: V00430 1591425		100	126.00
7/18/2023	7/18/2023	Invoice	PPI02475	WHA Insurance Ag	Vend#: V00377 202306		100	25.00
7/25/2023	7/25/2023	Invoice	PPI02559	Washington State	Vend#: V00369 PPE 20230715		100	136.00
7/3/2023	7/3/2023	Invoice	PPI02414	Washington State	Vend#: V00369 PPE 20230630		100	136.00
7/15/2023	7/15/2023	Invoice	PPI02558	VOYA- **AUTODR	Vend#: V00366 PPE 20230715		100	630.00
7/15/2023	7/15/2023	Invoice	PPI02557	VOYA- **AUTODR	Vend#: V00366 PPE 20230715 ROTH		100	525.00
7/3/2023	7/3/2023	Invoice	PPI02416	VOYA-OREGON SA	Vend#: V00366 PPE 20230630 ROTH		100	525.00
7/3/2023	7/3/2023	Invoice	PPI02415	VOYA-OREGON SA	Vend#: V00366 PPE 20230630		100	630.00
7/27/2023	7/27/2023	Invoice	PPI02551	Verizon Wireless	Vend#: V00361 9939467052		100	581.11
7/27/2023	7/27/2023	Invoice	PPI02536	VenTek Internatio	Vend#: V00360 138907		100	2,070.00
7/20/2023	7/20/2023	Invoice	PPI02586	Valley Fire Contro	Order PO00886 108865		100	1,146.00
7/6/2023	7/6/2023	Invoice	PPI02526	Valley Fire Contro	Order PO00843 108887		100	314.00
7/12/2023	7/12/2023	Invoice	PPI02527	ULINE	Order PO00859 165862969		100	993.89
7/20/2023	7/20/2023	Invoice	PPI02585	TWGW Inc NAPA /	Order PO00887 043230		100	119.07
7/7/2023	7/7/2023	Invoice	PPI02487	TWGW Inc NAPA /	Order PO00846 040414		100	103.44
7/7/2023	7/7/2023	Invoice	PPI02428	Thompson's Sanit;	Vend#: V00336 12514 2023 06		100	3,795.35
7/7/2023	7/7/2023	Invoice	PPI02427	Thompson's Sanit;	Vend#: V00336 12058 2023 06		100	1,729.29
7/7/2023	7/7/2023	Invoice	PPI02426	Thompson's Sanit;	Vend#: V00336 13499 2023 06		100	2,647.77
7/7/2023	7/7/2023	Invoice	PPI02425	Thompson's Sanit;	Vend#: V00336 22644 2023 06		100	526.90
7/18/2023	7/18/2023	Invoice	PPI02474	TCB Security Servi	Vend#: V00333 243615		100	14,261.00
7/3/2023	7/3/2023	Invoice	PPI02488	T & L Chemical Toi	Order PO00838 170873		100	450.00
7/10/2023	7/10/2023	Invoice	PPI02454	Summit Public Rel	Vend#: V00328 779		100	2,796.75
7/27/2023	7/27/2023	Invoice	PPI02542	Suburban Propane	Vend#: V00327 1568-103903		100	80.00
7/26/2023	7/26/2023	Invoice	PPI02581	Staples Advantage	Order PO00908 3543945170		100	80.52
7/5/2023	7/5/2023	Invoice	PPI02583	Staples Advantage	Order PO00840 3543945173		100	43.89
7/5/2023	7/5/2023	Invoice	PPI02582	Staples Advantage	Order PO00840 3543945175		100	18.09
7/10/2023	7/10/2023	Invoice	PPI02444	Spiro Landscapes I	Vend#: V00319 00028181		100	990.00
7/10/2023	7/10/2023	Invoice	PPI02443	Spiro Landscapes I	Vend#: V00319 00028180		100	495.00
7/27/2023	7/27/2023	Invoice	PPI02556	Special Districts In	Vend#: V00318 01-0016278 2023 07		100	250.00
7/6/2023	7/6/2023	Invoice	PPI02417	Special Districts In	Vend#: V00318 03-0016278 202307		100	25,325.81
7/27/2023	7/27/2023	Invoice	PPI02545	Sierra Springs	Vend#: V00313 21798087 072223		100	39.76
7/27/2023	7/27/2023	Invoice	PPI02544	Sierra Springs	Vend#: V00313 2915 202307		100	69.58
7/19/2023	7/19/2023	Invoice	PPI02479	Rondys Inc dba Ya	Order PO00880 JULY 2023		100	2,000.00
7/6/2023	7/6/2023	Invoice	PPI02420	Pioneer Connect	Vend#: V00282 113823 2023 07		100	225.08
7/6/2023	7/6/2023	Invoice	PPI02419	Pioneer Connect	Vend#: V00282 115083 2023 07		100	41.34
7/6/2023	7/6/2023	Invoice	PPI02418	Pioneer Connect	Vend#: V00282 159375 2023 07		100	179.96
7/19/2023	7/19/2023	Invoice	PPI02477	Pacific Source Adn	Vend#: V00272 111900		100	493.54
7/10/2023	7/10/2023	Invoice	PPI02453	Pacific Northwest	Vend#: V00270 6887		100	9,120.00
7/27/2023	7/27/2023	Invoice	PPI02531	Pacific Digital Wor	Vend#: V00265 27367		100	78.75
7/18/2023	7/18/2023	Invoice	PPI02473	Orkin	Vend#: V00260 246553530		100	62.99
7/18/2023	7/18/2023	Invoice	PPI02472	Orkin	Vend#: V00260 246554602		100	75.00
7/27/2023	7/27/2023	Invoice	PPI02530	OR Dept of Enviro	Vend#: V00244 WQSTM2302663		100	1,484.08
7/17/2023	7/17/2023	Invoice	PPI02463	OR Cascades West	Vend#: V00241 AR2400013		100	4,466.76
7/27/2023	7/27/2023	Invoice	PPI02541	NW Natural	Vend#: V00237 561-3 202307		100	33.47
7/27/2023	7/27/2023	Invoice	PPI02540	NW Natural	Vend#: V00237 562-1 2023 07		100	187.54

7/18/2023	7/18/2023	Invoice	PPI02489	Newport Sign Sho	Order PO00875 11954	100	249.00
7/28/2023	7/28/2023	Invoice	PPI02579	Newport Gutter C	Order PO00917 3713	100	2,249.00
7/24/2023	7/24/2023	Invoice	PPI02525	Newport Gutter C	Order PO00892 3663	100	973.00
7/25/2023	7/25/2023	Invoice	PPI02511	Mobile Modular, I	Vend#: V00214 2444880	100	495.00
7/11/2023	7/11/2023	Invoice	PPI02460	MacPherson, Gint	Vend#: V00200 82767	100	3,893.75
7/18/2023	7/18/2023	Invoice	PPI02471	Lincoln County Pu	Vend#: V00194 6436	100	513.44
7/27/2023	7/27/2023	Invoice	PPI02535	Kings III of Americ	Vend#: V00181 2491936	100	157.83
7/17/2023	7/17/2023	Invoice	PPI02491	Int'l Institute of M	Order PO00868 37628	100	125.00
7/7/2023	7/7/2023	Invoice	PPI02424	Integrity Data	Vend#: V00167 CB15365	100	820.00
7/18/2023	7/18/2023	Invoice	PPI02470	IconiPro Security /	Vend#: V00162 44120	100	261.96
7/26/2023	7/26/2023	Invoice	PPI02539	Hyak	Order PO00902 38582-FD-29670	100	125.00
7/26/2023	7/26/2023	Invoice	PPI02538	Hyak	Order PO00902 38584-FD-30392	100	1,300.00
7/19/2023	7/19/2023	Invoice	PPI02641	Hyak	Order PO00881 38772-FD-30721.	100	2,409.96
7/19/2023	7/19/2023	Invoice	PPI02633	Hyak	Order PO00881 38772-FD-30721	100	3,084.96
7/18/2023	7/18/2023	Invoice	PPI02467	Hyak	Vend#: V00161 38219	100	7,140.99
7/20/2023	7/20/2023	Invoice	PPI02485	Ground FX Landsc	Vend#: V00152 35052	100	375.78
7/18/2023	7/18/2023	Invoice	PPI02466	Ground FX Landsc	Vend#: V00152 34942	100	369.00
7/6/2023	8/7/2023	Invoice	PPI02609	First Interstate Ba	Vend#: V00135 3459 DM 202306	100	419.21
7/6/2023	8/7/2023	Invoice	PPI02608	First Interstate Ba	Vend#: V00135 8643 GT 202306	100	636.86
7/6/2023	7/6/2023	Invoice	PPI02606	First Interstate Ba	Vend#: V00135 0302 KR 202306	100	50.00
7/6/2023	7/6/2023	Invoice	PPI02605	First Interstate Ba	Vend#: V00135 1335 PM 2023 06	100	657.43
7/18/2023	7/18/2023	Invoice	PPI02465	DOWL	Vend#: V00113 2621.80022.01 - 7	100	8,033.00
7/18/2023	7/18/2023	Invoice	PPI02486	Doug's Electric Inc	Order PO00871 C37838F	100	1,003.00
7/26/2023	7/26/2023	Invoice	PPI02588	Direct TV**AUTOI	Vend#: V00108 050332923X230726	100	808.40
7/18/2023	7/18/2023	Invoice	PPI02464	Direct TV**EFT**	Vend#: V00108 046543166X230630	100	447.20
7/13/2023	7/13/2023	Invoice	PPI02455	Direct TV**EFT**	Vend#: V00108 046543116X230630	100	447.20
7/10/2023	7/10/2023	Invoice	PPI02456	Direct TV**EFT**	Vend#: V00108 050332923X230626	100	808.40
7/25/2023	7/25/2023	Invoice	PPI02522	Copeland Lumber	Order PO00896 2307-260162	100	20.78
7/17/2023	7/17/2023	Invoice	PPI02521	Copeland Lumber	Order PO00867 2307-254491	100	105.48
7/12/2023	7/12/2023	Invoice	PPI02534	Copeland Lumber	Order PO00857 2307-250545	100	219.58
7/12/2023	7/12/2023	Invoice	PPI02533	Copeland Lumber	Order PO00857 2307-250370	100	287.49
7/10/2023	7/10/2023	Invoice	PPI02496	Copeland Lumber	Order PO00853 2307-248405	100	121.22
7/6/2023	7/6/2023	Invoice	PPI02421	Astound CoastCon	Vend#: V00082 121313501-0010246	100	1,992.68
7/6/2023	7/6/2023	Invoice	PPI02495	Coastal Paper & S	Order PO00844 622894	100	1,136.33
7/7/2023	7/7/2023	Invoice	PPI02640	Clima-Tech Corpor	Order PO00851 8023-23	500	4,104.00
7/24/2023	7/24/2023	Invoice	PPI02520	Clean Way Enviror	Order PO00884 23735395	100	4,699.61
7/19/2023	7/19/2023	Invoice	PPI02610	City of Newport W	Vend#: V00070 100541 202307	100	134.69
7/6/2023	7/6/2023	Invoice	PPI02422	City of Newport W	Vend#: V00070 2023 06	100	16,692.88
7/20/2023	7/20/2023	Invoice	PPI02508	City of Newport	Vend#: V00067 HYDRANT METER	100	406.00
7/20/2023	7/20/2023	Invoice	PPI02506	City of Newport	Vend#: V00067 1002 2023/2024	100	1,200.00
7/27/2023	7/27/2023	Invoice	PPI02543	Century Link	Vend#: V00063 245B 202307	100	40.85
7/17/2023	7/17/2023	Invoice	PPI02468	Central Lincoln PU	Vend#: V00062 2074 0630	100	324.60
7/17/2023	7/17/2023	Invoice	PPI02462	Central Lincoln PU	Vend#: V00062 2069 202306	100	532.35
7/6/2023	7/6/2023	Invoice	PPI02423	Central Lincoln PU	Vend#: V00062 2023 06	100	18,976.88
7/10/2023	7/10/2023	Invoice	PPI02450	Carver Inc	Vend#: V00058 12808	100	380.58
7/10/2023	7/10/2023	Invoice	PPI02449	Carver Inc	Vend#: V00058 12780	100	114.52
7/10/2023	7/10/2023	Invoice	PPI02448	Carver Inc	Vend#: V00058 12749	100	58.18
7/27/2023	7/27/2023	Invoice	PPI02537	Carson Oil Co Inc	*Vend#: V00057 CP-00463872	100	428.27
7/19/2023	7/19/2023	Invoice	PPI02550	Business Oregon -	Order PO00882 765541 202308	100	2,083.33
7/19/2023	7/19/2023	Invoice	PPI02549	Business Oregon -	Order PO00882 765541 202307	100	2,083.33
7/19/2023	7/19/2023	Invoice	PPI02478	Business Oregon -	Vend#: V00053 112005 202307	100	218,211.65
7/26/2023	7/26/2023	Invoice	PPI02574	Barrelhead Supply	Order PO00907 337211	100	175.49
7/25/2023	7/25/2023	Invoice	PPI02573	Barrelhead Supply	Order PO00898 337148	100	181.84
7/20/2023	7/20/2023	Invoice	PPI02519	Barrelhead Supply	Order PO00885 337030	100	59.80
7/19/2023	7/19/2023	Invoice	PPI02518	Barrelhead Supply	Order PO00878 336957	100	149.90
7/17/2023	7/17/2023	Invoice	PPI02492	Barrelhead Supply	Order PO00866 336864	100	42.57
7/12/2023	7/12/2023	Invoice	PPI02504	Barrelhead Supply	Order PO00858 336709	100	40.53
7/6/2023	7/6/2023	Invoice	PPI02503	Barrelhead Supply	Order PO00842 336523	100	119.95
7/27/2023	7/27/2023	Invoice	PPI02529	AVS Elevator LLC	Vend#: V00037 6520	500	643.41
7/17/2023	7/17/2023	Invoice	PPI02461	ArchiveSocial Inc	Vend#: V00031 29429	100	2,988.00
7/31/2023	7/31/2023	Invoice	PPI02613	Amazon Capital Se	Order PO00921 16FR-F39M-R6TJ	100	63.19
7/31/2023	7/31/2023	Invoice	PPI02612	Amazon Capital Se	Order PO00921 1WNL-7XK1-KPCT	100	93.44
7/31/2023	7/31/2023	Invoice	PPI02564	Amazon Capital Se	Order PO00920 1JTV-P749-G6DQ	100	62.57
7/29/2023	7/29/2023	Invoice	PPI02562	Amazon Capital Se	Order PO00918 1YR9-7LRP-1GLQ	100	310.39
7/27/2023	7/27/2023	Invoice	PPI02563	Amazon Capital Se	Order PO00912 1TW7-T3C3-H4NV	100	89.95
7/26/2023	7/26/2023	Invoice	PPI02568	Amazon Capital Se	Order PO00904 17T6-9WTY-KXRQ	100	186.69
7/26/2023	7/26/2023	Invoice	PPI02566	Amazon Capital Se	Order PO00901 141Q-DXH7-TC9H	100	944.13
7/26/2023	7/26/2023	Invoice	PPI02565	Amazon Capital Se	Order PO00906 1CHY-FYC3-Y71P	100	206.97
7/25/2023	7/25/2023	Invoice	PPI02569	Amazon Capital Se	Order PO00894 11Q9-QXV3-NF97	100	462.05
7/25/2023	7/25/2023	Invoice	PPI02567	Amazon Capital Se	Order PO00897 141V-33VW-JG14	100	169.13
7/21/2023	7/21/2023	Invoice	PPI02516	Amazon Capital Se	Order PO00890 1699LCMP-ND74	100	346.37
7/20/2023	7/20/2023	Invoice	PPI02517	Amazon Capital Se	Order PO00889 1R1J-X4C3-TDM7	100	416.31
7/20/2023	7/20/2023	Invoice	PPI02514	Amazon Capital Se	Order PO00888 1PRN-4L7L-JJFL	100	317.96

7/17/2023	7/17/2023 Invoice	PPI02515	Amazon Capital Se Order PO00870 1R41-VV3J-9MLW	100	26.99
7/17/2023	7/17/2023 Invoice	PPI02513	Amazon Capital Se Order PO00869 1RPN-M13W-4Y7N	100	189.96
7/13/2023	7/13/2023 Invoice	PPI02512	Amazon Capital Se Order PO00863 1FPQ-VR9G-PWQN	500	268.13
7/12/2023	7/12/2023 Invoice	PPI02498	Amazon Capital Se Order PO00860 1R3W-HWLT-RCQH	100	105.38
7/10/2023	7/10/2023 Invoice	PPI02499	Amazon Capital Se Order PO00854 1WN3-DKQQ-TRRN	100	134.93
7/7/2023	7/7/2023 Invoice	PPI02501	Amazon Capital Se Order PO00845 17HH-3MND-F13M	100	102.15
7/7/2023	7/7/2023 Invoice	PPI02500	Amazon Capital Se Order PO00848 1FRG-4YYQ-6WQG	100	354.13
7/7/2023	7/7/2023 Invoice	PPI02497	Amazon Capital Se Order PO00850 1QL3-G64W-CJFF	500	1,513.96
7/5/2023	7/5/2023 Invoice	PPI02502	Amazon Capital Se Order PO00841 1PXQ-7CFL-7RTC	500	217.78
7/3/2023	7/3/2023 Invoice	PPI02433	Amazon Capital Se Order PO00837 1RLC-TVV-7XN4	100	91.76
7/27/2023	7/27/2023 Invoice	PPI02595	Alsco Inc Vend#: V00022 LPOR3051644	100	32.95
7/7/2023	7/7/2023 Invoice	PPI02442	Alsco Inc Vend#: V00022 LPOR3038025	100	32.95
7/20/2023	7/20/2023 Invoice	PPI02505	Bay Area Enterpris Vend#: V00010 9616	100	15,270.84
7/27/2023	7/27/2023 Invoice	PPI02528	Aboveboard Electi Vend#: V00007 E-5979	100	405.95

# OLD BUSINESS ITEM

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**DATE:** *August 17, 2023*  
**RE:** *Ordinance 100 - Modification to the Port ByLaws*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, General Manager*

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## **BACKGROUND**

During the June Commission meeting, Commissioner Kelley Retherford proposed that the title General Manager be replaced with Executive Director to align with other similar ports in Oregon.

After consulting with our attorney, it was suggested that the most appropriate way to make the change is through an ordinance changing the ByLaws, which references the power given to the General Manager.

I have made the modification with the approval of the attorney, which is enclosed for a second reading and approval.

## **RECOMMENDED MOTION**

I move to read by title only and adopt Ordinance No. 2023-01, an Ordinance Amending the Bylaws of the Port of Newport.

**PORT OF NEWPORT  
ORDINANCE NO. 2023-01**

**AN ORDINANCE AMENDING THE BYLAWS OF THE PORT OF NEWPORT**

WHEREAS, the Port of Newport is a duly organized municipal corporation of Lincoln County, Oregon (ORS 777); and

WHEREAS, Ordinance No. 100, adopted on May 22, 2014, created the By-Laws for the Port of Newport Board of Commissioners.

WHEREAS, under Part II. Board of Commissioners, Section 6 - Powers and Duties, K - Appointment/Removal of General Manager

1. The Commission confers chief executive authority to the General Manager. Specific duties of the office shall be created and amended by resolution. A resolution naming the General Manager as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS 198.340)

WHEREAS, the Commission would like to change the General Manager title to Executive Director.

**NOW THEREFORE, THE PORT OF NEWPORT BOARD OF COMMISSIONERS  
ORDAINS AS FOLLOWS:**

Change of authority:

**“The Commission confers chief executive authority to the Executive Director and any reference to the General Manager throughout the ByLaws shall be modified to Executive Director. A resolution naming the Executive Director as the Port’s registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS 198.340)**

# OLD BUSINESS

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**DATE:** August 2, 2023  
**RE:** Customs Office Lease Termination  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

U. S. Customs and Border Patrol has leased office space from the Port of Newport since the late 1980's in one location or another. They have been without a Newport agent for about two years, and have determined that at this time there isn't enough work in Newport to require a permanent agent here.

For the past thirteen years, the Port has been subleasing a modular office building to Customs and upon termination of this lease the modular will be removed. We will use this space for storage and operations around the hoist dock.

## **DETAIL**

The trailer is scheduled for pickup on the 6<sup>th</sup> of September. The lease termination will take effect on August 31<sup>st</sup>. If the need for a Customs agent presents itself in Newport, they will reevaluate and consider a permanent position once more.

## **BUDGET IMPLICATIONS**

Annual lease revenue for this lease is under \$12,000 and the annual rent for the trailer is about \$6,000. Given the 1,600 square foot footprint of the space, the Port has the potential to make about \$560 monthly in storage fees (\$6,720 annually), so the termination of this lease will likely not result in a loss of revenue. We will likely not be able to fill 100% of the space for 100% of the year, however we will avoid the cost of maintaining the modular and providing services under the terms of the lease, so we will likely still come out of this situation without a loss.

## **RECOMMENDED MOTION:**

"I MOVE TO APPROVE THE GENERAL MANAGER OR HER DESIGNEE TO SIGN THE LEASE AMENDMENT AS PRESENTED."

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT NO. 2
	TO LEASE NO. GS-10P-LOR00129 BUILDING NO. OR6266
ADDRESS OF PREMISES 600 SE Bay Boulevard Newport, OR 97365-4338	PDN NO. N/A

**THIS AMENDMENT** is made and entered into between **Port of Newport**

whose address is 600 SE Bay Boulevard, Newport, OR 97365-4338

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to terminate the above Lease, amend the lease term, waive restoration, and release all claims.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective August 31, 2023, as follows: Form 3626 Part I – OFFER Section B. TERM paragraph 3a. is hereby deleted and replaced. Waiver of Restoration and Release of Claims is added.

3a.

To have and to hold, the said premises with their appurtenances for the term commencing on January 1, 2018, and continuing through August 31, 2023.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Waiver of Restoration and Release of Claims

Waiver of Restoration (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Release of Claims

The Lessor, pursuant to the terms of Lease Number GS-10P-LOR00129 between the United States of America and the Lessor for office space leased (200 ABOA / 230 RSF) located at 600 SE Bay Boulevard, Newport, OR 97365-4338, hereby releases the United States from any and all claims arising under or by virtue of said lease or any lease amendment or other modification.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

# OLD BUSINESS

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**DATE:** August 15, 2023  
**RE:** RV Park Annex Conceptual Redesign Contract Amendment  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

During the last meeting, the Port Commission approved a contract with Good Works Architects for a conceptual redesign of the RV Annex in South Beach. Most recently during staff discussions about the project the question of relocating the annex and converting the annex to parking arose. This concept seemed viable to staff, and worth considering as part of this contract.

We asked Good Works to consider the cost of comparing the redevelopment of the current annex with possible relocation to the existing gravel dry camp area that's adjacent to the boat ramp lot to see which location is best for the RV Annex, and also which location is easiest to redevelop. They visited the sites and worked up the scope for conducting this comparison:

### **Site Selection Feasibility Study Report**

- Create basemap for both sites.
- Internal planning meeting to strategize study document.
- Diagrammatic circulation & access
- Diagrammatic layouts for programming RV Park space capacity
- Identify existing utilities based on the information we have on hand
- Identify potential legal/regulatory requirements
- Comprehensive pros and cons matrix for each site
- Identify approximate associated costs for each site
- Assemble report & present to Port staff
- Revise report & finalize

## **DETAIL**

There are some potential advantages that a relocation of the Annex may have for the Port. The new site has existing utilities and excavation may be easier there because of the lack of existing infrastructure. The potential new location may operate more synergistically with the park as a whole. If we relocate the Annex, we may be able to complete the construction in a fashion that has less impact on ongoing RV Annex use during the construction phase. We may stand to significantly increase the space for parking in South Beach, which is widely understood to be necessary.

These are *potential* advantages that should be evaluated; this doesn't necessarily mean we will be heading in that direction, but that we want our analysis to include these potential scenarios.

**BUDGET IMPLICATIONS**

The Port budgeted \$375K for this conceptual plan and the Commission previously approved the Good Works contract for \$80K (including contingency). We are asking to amend the contract and increase the amount to \$89,600.

**RECOMMENDED MOTION:**

“I MOVE TO APPROVE THE GENERAL MANAGER OR HER DESIGNEE TO AMEND THE CONTRACT WITH GOOD WORK ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$89,600 TO COMPLETE THE CONCEPTUAL REDESIGN OF THE RV ANNEX WITH A SITE COMPARISON AS SPECIFIED IN THE NEW PROJECT SCOPE AND THE ATTACHED AIA DOCUMENT.”

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**PROJECT:** *(name and address)*  
« Port of Newport RV Park Annex »

**AGREEMENT INFORMATION:**  
Date: 7/14/2023

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: 8/15/2023

**OWNER:** *(name and address)*  
« Port of Newport »  
« attn: Aaron Bretz »  
« 600 SE Bay Blvd »  
« Newport, OR 97365 »

**ARCHITECT:** *(name and address)*  
« David Mark Kuykendall »  
« Good Work Architects, PLLC »  
« 7019 N Vincent Ave. »  
« Portland OR 97217 »

---

The Owner and Architect amend the Agreement as follows:

(Model language from AIA Document B212-2010):

§ 2.6.2 Analysis and Judgment: Site Selection. For each Site, evaluate the analyses in Sections 2.6.2.1 through 2.6.2.10, each in terms of the other, to assist the Owner in selecting the Site(s) for the Owner's Project.

.1 Objectives and Criteria Analysis. Analyze the Owner's objectives and criteria with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands.

.2 Site Analysis. Analyze the Site(s) to determine the net developable area, based upon the information gathered pursuant to Section 2.5.1. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, analysis of deed, zoning and other legal restrictions, studies of availability of construction materials, equipment and labor and construction markets.

.3 Cultural Factor Analysis. Analyze the impact of the proposed use on the surrounding properties and community, based upon the cultural factor research and the historic resource inventory.

.4 Natural Factor Analysis. Analyze surface and subsurface conditions, the geotechnical report, vegetation, topography, ecological requirements, landscape features and materials.

.5 Detailed Site Utilization Analysis. Prepare a detailed site utilization analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems.

.6 Governmental Authorities Analysis. Analyze applicable regulatory and real property requirements and determine their impact on the Project.

.7 Existing Utility Analysis. Establish the requirements for and analyze the availability and impact of existing utilities serving the Site(s).

.8 Environmental Analysis. Prepare environmental assessments or environmental impact statements as required by law and, if necessary, attend public meetings and hearings.

.9 Parking, Circulation and Transportation Analysis. Establish the requirements for and analyze existing movement systems of vehicular, transit, and non motorized uses for parking, capacity, and connectivity and, if necessary, attend public meetings and hearings.

.10 Economic Analysis. Analyze the financial aspects of Site development and assess the potential impact on development cost based upon the information collected during the economic data gathering.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$9,600.

Schedule Adjustment:

Adjust original schedule to begin following official site approval by Port Staff or Commission which leads to an official Notice To Proceed. Additional time may be required as needed to secure site surveys.

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**SIGNATURES:**

« Good Work Architects, PLLC »

« Port of Newport »

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**ARCHITECT** (*Firm name*)

---

**OWNER** (*Firm name*)

---

**SIGNATURE**

David Mark Kuykendall,  
Principal

---

**PRINTED NAME AND TITLE**

8/15/2023

---

**DATE**

---

**SIGNATURE**

Aaron Bretz,  
Director of Operations

---

**PRINTED NAME AND TITLE**

---

**DATE**



## Staff Report – Special Procurement Crane

---

**DATE:** August 22, 2023  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

---

### Overview

An opportunity has arise to purchase a new crane for the International Terminal. Under ORS 279B.055 competitive sealed bidding is typically required for procurements of this size (\$581,345.50). An exception exists under ORS 279B.085 – Special Procurements. ORS 279B.085 – Special Procurements can be used to purchase good or services without competitive bidding when:

The law requires:

(2) Except as provided in subsection (3) of this section, to seek approval of a special procurement, a contracting agency shall submit a written request to the...the local contract review board... that describes the contracting procedure, the goods or services or the class of goods or services that are the subject of the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection (4) of this section.

(4) ... *a local contract review board*, ...may approve a special procurement if the ...board, ... finds that a written request submitted under subsection (2) or (3) of this section demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed by the... board...:

“ (a) Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

(b)(A) Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

(B) Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.”

### Details

The Port has found an opportunity to purchase an unused 2021 Grove GRT655L with a 1 year factory warranty. The Port will save approximately \$200,000 by purchasing this older model of Crane versus a 2023 Crane and will be able to get the crane in a manner of weeks. The Port will also have to pay \$6-\$8000 to transport the Crane from it's current location to Newport.

Current lead times on new equipment can be up to one year or more. The current Grove is

undersized, many times lifting materials results in the maximum or near maximum lift capacity of the crane. This puts excessive wear and tear on the equipment, and will cause premature failure.

a) Why is this unlikely to encourage favoritism:

The port rarely purchases this type of equipment, this is not special pricing to the Port this pricing is offered to all prospective buyers, If the Port were to purchase additional equipment the process would have to comply with ORS 297B.055, requiring a competitive bid process. Also a 2021 unused crane with a manufactures warranty is difficult, if not impossible to find.

b) What are the cost savings?

The Port will save approximately \$200,000 by purchasing this particular machine, which is substantial.

**c) How is the Port going to pay for this?**

The Port has reached out to Business Oregon and to the Special Districts of Oregon. Special Districts reached out to financial institutions and found financing available for 4.61%.

Business Oregon is able to finance this with an interest rate of 3.84 to 4.02%. We clearly would recommend using Business Oregon to finance this purchase, this increase the price of the Crane rate to cover the loan.

### **Recommendation**

I recommend the following motion:

I move the General Manager or designee sign the attached sales contract and obtain financing through Business Oregon to procure the crane.

###

**SALES CONTRACT**

HOME OFFICE:  
**Western Pacific Crane & Equipment**  
 8600 Calabash Avenue  
 Fontana, CA 92335  
 855-927-2637-Phone  
 909-356-1340-Fax

Branch	Fontana, CA Dept 3500-100241
	Tracy, CA Dept 3501-100242
	Seattle, WA Dept 3502-100243
	Anchorage, AK Dept 3506-100245
x	Portland OR Dept 3504-100247
	Vancouver, BC Dept 3525-100161

DATE: July 14, 2023  
 SALESMAN: Matt Noonan PROPOSAL # MN0419-01  
 CUSTOMER # Bill To: Ship To: PAYMENT TERMS: Prior to acceptance

**BILL TO:**

CUSTOMER Port of Newport International Terminal  
 STREET 1510 SE Bay Blvd.  
 CITY & STATE Newport, OR 97365

CREDIT MGR, APPROVAL \_\_\_\_\_  
 CUSTOMER P.O. \_\_\_\_\_  VERBAL

**SHIP TO:**

NAME Port of Newport International Terminal  
 STREET \_\_\_\_\_  
 CITY & STATE < \_\_\_\_\_  
 SHIP VIA \_\_\_\_\_  
 SHIP DATE TBD

SALES CONTACT:  
 Name Aaron Bretz  
 Phone (541) 961-3904

SERVICE CONTACT:  
 Name Don Moon  
 Phone (541) 961-6010  
 Fax \_\_\_\_\_

FREIGHT:  Customer Pickup  CIF  Other

**DESCRIPTION (INCLUDING MODEL & SERIAL NUMBER & ATTACHMENTS)**

MAKE: Grove MODEL: GRT655L SERIAL #: 237094  
 OPTIONAL EQUIPMENT INCLUDED: 2021 Grove GRT655L, 35.3-141.2 ft. (10.7-43.0 m) 5-section, formed full power boom, 35 ton hook block, 6.6 ton ball, Value package Includes 26-45 ft. (7.92-13.70m) offsettable telescoping swingaway, auxillary hoist package, lighting package. wireless wind speed indicator. Machine currently has 52 hours and comes with 1 year factory warranty. 3 camera package included and will be installed once camera package arrives.

Purchases of Equipment:

Selling Price	\$581,345.00
Less: Trade-In	N/A
Net Price	_____
Interest	_____
Less Rental Credit	N/A
Sales Tax	N/A
(If exempt, certificate needed in file)	
Freight (as above)	_____
Other Charges	_____
Less Cash Down	_____
Balance Payable: On Delivery	_____
Balance Payable: See Terms	\$581,345.00

TRADE-IN-EQUIPMENT: (WARRANTY BILL OF SALE REQUIRED)

Make: None  
 Model: \_\_\_\_\_  
 Serial #: \_\_\_\_\_  
 Year: \_\_\_\_\_

Customer agrees to make the payment herein provided for upon the terms, provisions, and conditions set forth herein including the reversed side thereof. Customer authorizes seller to file an original or reproduction of this sales contract with a financing statement in all appropriate locations, and the filing of same shall not cause this transaction to be deemed other than a true sale.

Remarks (if any)


Title remains with seller until payment is received.

Accepted:  
 WESTERN PACIFIC CRANE & EQUIPMENT

BY: Randy DeFosse, General Manager Date: \_\_\_\_\_

BY: \_\_\_\_\_ Title \_\_\_\_\_





# Rethinking Waste: Strategies for Effective Disposal and Circular Economy

Madeline Judokusumo



# RECYCLED WASTES WE HANDLE

## RECYCLABLES

- Recycling totes
- Only papers, boxes, plastic bottles and cans
- Violation includes Styrofoam, tires, glass, and garbage
- Generated by RV, recreational, and commercial marina users



## OIL

- 5000-gal tank
- Occasionally cleaned and picked up by Orrco or EcoLube
- Generated by vessels mooring on commercial and recreational marinas



# LANDFILL WASTES WE HANDLE

## GARBAGE

- 2.5-yard dumpsters
- Compactor – only reduce volume
- Thompson's pick up and weighed
- Produced by RV, commercial and recreational vessels, and visitors on our dock



## FISH OFFAL

- 300-gal totes
- No freezer or cold storage
- Not allowed to dump in water
- Generated from our fish cleaning stations in recreational marina



# PORT WIDE ANNUAL DISPOSAL COST

FY 20/21	FY 21/22	FY 22/23
\$90,686.86	\$107,880.68	\$122,255.86

\$49,309.22  
**54%**

\$60,077.90  
**56%**

\$64,214.49  
**53%**

SOUTH  
BEACH  
MARINA  
DISPOSAL  
COST  
PERCENTAGE

# SOUTH BEACH ANNUAL DISPOSAL COST

FY 20/21	FY 21/22	FY 22/23
\$49,309.22	\$60,077.90	\$64,214.49

\$23,586.85  
**48%**

\$28,482.13  
**47%**

\$31,398.30  
**49%**

FISHTOTE  
DISPOSAL  
COST  
PERCENTAGE

## Benefits

- Cheap
- Simple and Easy



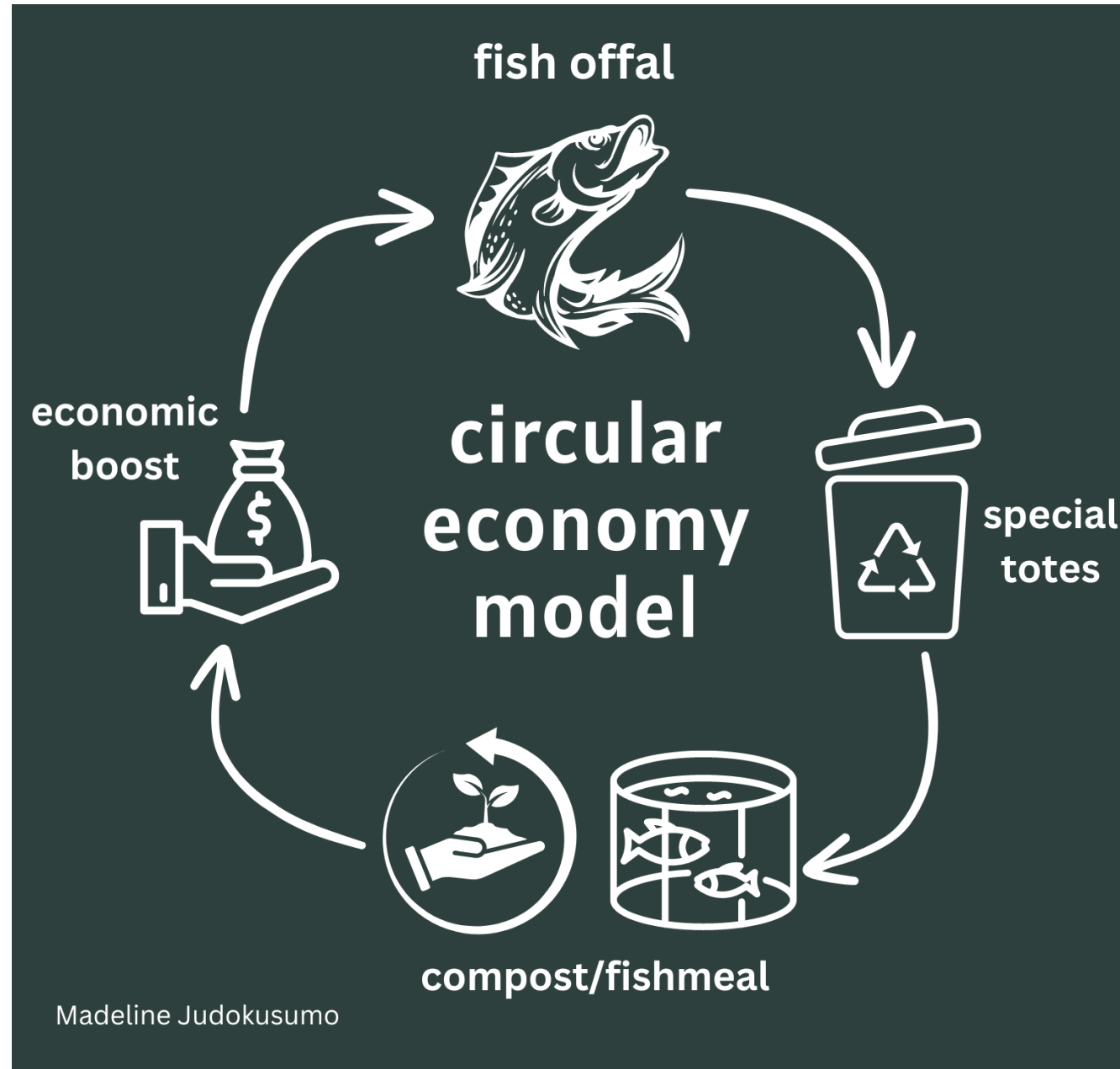
## Downfall

- Not sustainable
- Ocean acidification

## Benefits

- Cheaper than current system
- Sustainable
- Great circular economy boost

Can save us up to  
**\$31,398.30**



## Challenges

- Preventing mixed garbage from entering totes
- Transporting
- Scheduling

# WHAT TO DO NOW?

- Re-paint labels on our fish waste tote
- Re-label our dumpsters



Placing a label on the lid could prevent people from missing the label





# WHAT TO DO NOW?

## MIXED RECYCLING - Keep it Clean.

- Put flyers with pictures on the recycling bins

This could overcome language barrier and prevent misconception of what is recyclable

**YES** Rinse First  
Remove Lids



**NO**



# WHAT TO DO NOW?

Could we charge an appropriate disposal fee?

Customer	Charges
RV Park	\$9.31 / stay
Launch Ramp	\$1.82 / launch
Recreational Marina Moorage Holders	\$11.47 / reservation
Charter Vessels	\$222.97 / month
Commercial Marina Moorage Holders	\$7.85 / month
Commercial Marina Used Oil	\$4.26 / drop off

# TAKEAWAYS



Future of reducing cost and disposing waste in a sustainable way is feasible with the cooperation of facility users



We must enforce proper waste disposal by educating the facility user



Prevent violation whenever possible to reduce cost



Charge appropriate fees while we progress to operating the sustainable disposal system

# THANK YOU!



**Oregon State University**  
Marine Studies Initiative

# **NEW BUSINESS ITEM**

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**DATE:** *August 22, 2023*  
**RE:** *Memorandum of Understanding – Surfrider/SOLVE*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda - General Manager*

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## **BACKGROUND**

Every year, sometimes more than once we provide permits to the Surfrider and the OSU Green Team in partnership with SOLVE to enter our properties to clean up the bay. Each time they have to pay for an application fee. Since they are doing great good to our community by cleaning up our bay, it would make sense for the Port to partner up and allow them to enter our property in a more efficient way. The attached MOU has been reviewed by our attorney and Insurance agent. It should cover our basis for any liability while allowing them to do their job of keeping our bay clean of debris.

## **RECOMMENDATION**

I recommend "I MOVE TO ALLOW THE GENERAL MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, AS ATTACHED."

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this \_\_\_\_ Day of \_\_\_\_\_, 2023 (the "Effective Date") by and between **The Port of Newport ("the Port")** and SOLVE and Surfrider Foundation ("**USERS**").

### **BACKGROUND**

WHEREAS, USERS hosts an annual Yaquina Bay Riverbank Cleanup.

WHEREAS, USERS have requested permission for the use of Port properties each time the event occurred.

WHEREAS, USERS would like an ongoing agreement with the Port for efficiency purposes.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Port Property Use Permission** - The Port and USERS agree to the following:

Port will provide USERS annual permission to conduct their marine debris and litter cleanup upon a month prior notification of the locations, time and duration pending any conflict of usage of the property.

The Port may grant an exception to the requirement for a 30-day notice following storm events. At the Port's discretion, some storm events may necessitate a quicker response than 30 days. USERS may request the Port waive the 30-day notice for this reason, but the Port shall be the final determining authority on what storm or other event necessitates a waiver of the 30-day notice. Additionally, the Port may choose to delay the cleanup if it appears that weather events are continuing and that surges, flooding, or high tides may create an unsafe condition.

**2. Liability Insurance and Indemnification** -

(a) USERS will carry a comprehensive general liability insurance policy with limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. USERS will provide the Port with a Certificate of Insurance naming the Port as an additional insured at least one week prior to event. USERS, its partners and affiliated and subsidiary organizations shall defend, indemnify, and hold harmless the Port, the officers, directors, agents, employees, and assigns of each (the "Port Indemnitees"), from and against any and all damages, claims, demands, suits, judgments, losses, or expenses (including, without limitation, attorneys' fees and fees of other professionals) of any nature whatsoever (whether based on tort, breach of contract, product liability, patent or copyright infringement, or otherwise) arising directly or indirectly from or out of: (i) any act or omission of USERS or its employees, representatives, agents or affiliates; (ii) breach of any representation, warranty or other obligation under this Agreement by USERS or its employees, representatives or agents; (iii) any personal injury (including death) or damage to property resulting from USERS's or its employees', representatives', agents' or affiliates' acts or omissions; or (iv) a violation of any law, rule or regulation by USERS or its employees, agents, representatives or affiliates related to this Agreement. The Port Indemnitees will give prompt notice of any Claim to USERS, and

USERS will defend the Port Indemnites at the Port Indemnites' request and at USERS's expense. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. However, nothing contained in this Section shall be construed as an indemnity by USERS against any loss, liability or claim (i) caused by the negligent acts or omissions of Port, its directors, officers, agents, or employees, or (ii) resulting from the unlawful or negligent actions of third parties, unless caused by the negligence or misconduct of USERS with respect to the matters arising herein.

(b) Port shall defend, indemnify, and hold harmless USERS, its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees, and assigns of each (the "USERS Indemnites"), from and against any and all damages, claims, demands, suits, judgments, losses, or expenses (including, without limitation, attorneys' fees and fees of other professionals) of any nature whatsoever (whether based on tort, breach of contract, product liability, patent or copyright infringement, or otherwise) arising directly or indirectly from or out of: (i) any act or omission of the Port or its officers, directors, employees, representatives, agents or affiliates; (ii) breach of any representation, warranty or other obligation under this Agreement by Port or its employees, representatives or agents; (iii) any personal injury (including death) or damage to property resulting from Port's or its employees', representatives', agents' or affiliates' acts or omissions; or (iv) a violation of any law, rule or regulation by Port or its employees, agents, representatives or affiliates related to this Agreement. The USERS Indemnites will give prompt notice of any Claim to Port, and Port will defend the USERS Indemnites at the USERS Indemnites' request and at Port's expense. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. However, nothing contained in this Section shall be construed as an indemnity by Port against any loss, liability or claim (i) caused by the negligent acts or omissions of USERS, its directors, officers, agents, or employees, or (ii) resulting from the unlawful or negligent actions of third parties, unless caused by the negligence or misconduct of the Port with respect to the matters arising herein.

3. **Term** – This Memorandum of Understanding ("MOU") shall expire Five (5) years upon the execution by both parties.
4. **Condition of Premises** - USERS acknowledges that will inspect the grounds and related facilities and so that it is satisfied that these facilities are adequate for safe use for the above-described purpose. This MOU is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact USERS and notify USERS's use of the Port's facilities. At all times, USERS shall keep the area in and about the premises free and clear of rubbish, debris and obstructions of every kind during and upon termination of USERS's period of occupancy. USERS confirms and assures that there will be no alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.

## **EXTENSION, MODIFICATION AND TERMINATION**

### **5. Extension, Modifications and Termination**

5.1 Unless terminated by the Port upon thirty (30) days' notice, this MOU shall automatically extend a year upon its expiration date.

5.2 Any modification to this MOU shall be in writing by both parties.

**ASSIGNMENT**

**6. Assignment**

This MOU shall not be assigned to a Third party without the Port consent in writing.

**7. Notices**

**For the Port of Newport:**

Port of Newport  
Attn: General Manager  
600 SE Bay Blvd  
Newport, OR 97365

**For USERS**

\_\_\_\_\_  
\_\_\_\_\_

**8. Choice of Law.** The Parties agree that the interpretation and performance of this MOU shall be governed and construed in accordance with the laws of the State of Oregon.

**9. Counterparts.** This MOU may be executed in counterparts, each such counterpart constituting an original, all such counterparts constituting one and the same agreement. Signatures transmitted by facsimile or electronic photo representation shall be binding as originals.

**IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.**

**PORT OF NEWPORT**

By: \_\_\_\_\_  
Paula J. Miranda  
Its: Executive Director

**SURFRIDER FOUNDATION**

By: \_\_\_\_\_  
Kaia Hazard

Its: \_\_\_\_\_

**SOLVE**



**By:** \_\_\_\_\_  
Taylor Neitzke

**Its:** \_\_\_\_\_

# GENERAL MANAGER MONTHLY REPORT

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**DATE:** 06/27/23  
**PERIOD:** 06/26/23 – 08/17/23  
**TO:** Board of Commissioners  
**ISSUED BY:** Paula J. Miranda, General Manager

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## **OVERVIEW**

Since I didn't have report last month, this report will cover where some of my schedules starting from the last reporting period.

Here are some of the highlights:

### **South Beach**

RV Park Annex Plan: We have started the work with the consultant for the RV Park Annex Plan evaluation. As you can see per the agenda, we decided to expand our location to make sure we are not missing any opportunities, as perhaps the other location could better accommodate the Annex.

RV Park: As usual at this time of the year, the park is extremely full. We are finalizing our evaluation of the RV Park and should be able to bring a 3-year plan within the next couple Commission meetings. Perhaps this should go under a work session.

NOAA Dredging: This will be occurring at the end of this month.

Derelict Vessels: I just heard from DSL during our OPPA meeting, that they are getting ready to launch a plan on how to manage derelict vessels now that legislation/Governor have provided funds for the same. The good news is that would also cover commercial vessels.

### **North Commercial**

Port Dock 7 Plan/ Commercial Marina Channel Dredging Sediment Plan: As you can see per our Director of Operations' report, we are asked to expand our sediment sampling, which increase our budget quite a lot. We are evaluating ways we can pay for the same and will bring that back to commission. Perhaps this may warrant a special meeting if necessary.

Commercial Marina Parking: We will be meeting with the Fishermen Users Group on September 6<sup>th</sup> to discuss Commercial Marian Parking/City Street Parking. Derrick Tokos from the City will also attend the meeting. After this has been vetted by the users, we intend to bring it to Commission with a plan on how to best utilize Port property.

343 SW Bay Blvd: We are on schedule to close on this property with Ocean's Edge LLC prior to the end of September.

## **Newport International Terminal**

RORO Dock Piling Assessment: Although Congresswoman Val Hoyle have brough and passed our request through the House Appropriations Committee, there is a good chance that the actual funding may be postponed depending on how the House decide to fund the government. There is a good chance that a continuing resolution (CR) may hold off any new appropriations. Meanwhile, we are working on finalizing our permit, which should be ready when we are authorized to spend funds.

MARAD Grant: Last I heard we should know if we received the PIDP (Ports Infrastructure Development Plan) grant by September 26<sup>th</sup>.

Business Oregon Gran Loan: We are in the process of obtaining a loan from Business Oregon to fund the crane we want to purchase for NIT. Please see report attached.

Opportunities: While attending the APP conference I talked to the Port of San Diego on an opportunity to bring some grant funds for NIT. They are looking for partners in Washington and Oregon to apply for an M5 Corridor (maritime highway) grant to remove trucks from the road and utilize more barge traffic instead. This could bring around \$5.5 Million to the Port and more barge opportunities. I will be meeting with them to further discuss this opportunity. I also spoke to Matson Shipping on barge opportunities. They have partners that are always looking for locations such as ours. More to come on that as well.

### **Miscellaneous:**

Finances: We are currently watching our budget to make sure we assure not to touch our reserve funds while still moving forward with our projects. We have been working in our 5-year cash flow and soon will be able to share it with you.

Audit: We will hopefully have an audit review coming to commission either in September or October.

### **Meetings/Trainings/Summits:**

- 06/28/23 - PNWA (Pacific Northwest Waterways Association) Executive Director Search Committee
- 06/29/23 - Admin Staff Meeting
- 06/29/23 - YBEF/EDALC Month Meeting and Celebration
- 06/30/23 - PNWA Advocacy Work Group
- 06/30/23 - Communications Meeting
- 07/03/23 - Operations Recurring Meeting
- 07/03/23 - Finance Recurring Meeting
- 07/04/23 - Independence Day
- 07/05/23 - PNWA - Executive Director Search - Interviews
- 07/07-07/24/23 - PTO
- 07/25/23 - Commission Meeting

- 07/27/23 - PNWA Board of Directors Meeting
- 07/28/23 - Communications Meeting
- 07/28/23 - PAC Wave Meeting
- 07/31/23 - Operations Recurring Meeting
- 07/23/23 - Finance Recurring Meeting
- 07/31/23 - PNWA Advocacy Committee Meeting
- 08/01/23 - PNWA Dues Committee
- 08/03/23 - PNWA Dues Committee
- 08/03/23 - EDALC (Economic Development of Lincoln County) Board Meeting
- 08/07/23 - Operations Recurring Meeting
- 08/07/23 - Finance Recurring Meeting
- 08/08/23 - Dept. Heads Meeting
- 08/08/23 - PNWA Dues Committee
- 08/09/23 - Tour of Port Properties
- 08/11/23 - Communication Meeting
- 08/11/23 - PNWA Dues Committee
- 08/13-16/23 - APP (Association of Pacific Ports) Annual Conference)
- 08/17/23 - OPPA (Oregon Public Ports Association) Meeting

### **Upcoming Schedule:**

- 08/18/23 - Directors Recurring Meeting
- 08/18/23 - PNWA Dues Committee
- 08/21/23 - Operations Recurring Meeting
- 08/21/23 - Finance Recurring Meeting
- 08/21/23 - PNWA Dues Committee
- 08/22/23 - PNWA Officers Meeting
- 08/22/23 - Commission Meeting
- 08/23/23 - Meeting with Congresswoman Val Hoyle Staff (President Sylvia will be joining)
- 08/23/23 - YBEF (Yaquina Bay Economic Foundation) Meeting
- 08/25/23 - Communications Meeting
- 08/28/23 - Operations Recurring Meeting
- 08/28/23 - Finance Recurring Meeting
- 09/04/23 - Labor Day
- 09/07-13/23 - Out of the Office for Knee Surgery
- 09/14/23 - SDAO Board Meeting in Salem
- 09/18/23 - Operations Recurring Meeting
- 09/18/23 - Finance Recurring Meeting
- 09/22/23 - Communications Meeting



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## FINANCE DEPARTMENT MONTHLY REPORT

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**DATE:** August 22, 2023  
**PERIOD:** July 1 to July 31, 2023  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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Financial Reports are included through July 31, 2023 for all funds.

### Issues of Importance

#### Audit

We have provided all the necessary data to the auditors They have not requested any additional data; we are just waiting for the Auditor to wrap up their portion of the audit.

#### Streamlining

Now that integration and implementation of the financial system and reservation system is complete, finance staff meets weekly to discuss items to streamline how we are doing business. Currently we are reviewing how customers are entered into PacSoft and standardizing how the fields are used. We are beginning to meet with some customers to determine the best way to move forward with invoices and statements, as we understand some of the commercial fisherman are finding the statements along with the invoices confusing. However, we have had many comments about how quickly the Port is getting out the monthly statements. Our target is to have statements sent out by the 10<sup>th</sup> of every month.

#### RV Park and Marina

In July 2023 the main RV Park achieved 102.7% occupancy; the Annex 92.99%, and dry camp 55.90% occupancy.

The Marina had a 91.33% occupancy rate for the month of June.

We have had some complaints about the RV park phones not being answered, I have verified that phones are only allowed to go to voicemail as a last resort, answering calls is a priority.

#### Employee Handbook

This is being delayed, the legislative session brought about many changes in the law, the handbook template is being updated by HR Answers, once the new handbook template is available, editing the handbook will begin.

#### Fiscal Manual

We have started work on the Fiscal manual, the fiscal manual is a

complete rewrite as there are many missing elements.

## **CashFlow**

A 5-year cashflow has been developed, using previous years data. The cashflow includes all projects for the Port and estimated year of completion.

Based on the analysis the Port will need to defer some of its projects to future years.

## **Balance Sheet Equity Section**

Equity section of the balance sheet shows critical fund information required by GASB (Governmental Accounting Standards Board) 54:

**Restricted** - these are funds that the Donor or Grantor gave the Port with restrictions. The 1.14 million is grant money from the State of Oregon that can only be used for the Rogue Seawall.

**Committed** – these are funds that the “Governing Body” restricted. In our case the Port Commission. Port Staff cannot use these funds without authorization of the Port Commission.

**Assigned** – If someone below the Port Commission (Executive Director, Director of Finance) they are setting aside funds for a future product, those funds become assigned. The Port can use these funds without further authorization. The \$667,00 are Grant Match funds, we have specific details of each assignment in the Chart of Accounts.

**Unassigned** – these are funds that do not fit into the other three categories, they can be used as needed. This includes cash and other equity the Port has.

**Profit and Loss -**

The financial reports through July 2023 are attached for your review and are included in the commission packet.

The month-to-month budget is based on a straight line forecast of revenues and expenditures. Revenue is recognized differently in the Commercial Marina from previous years. Revenue is spread across the term of the Moorage License agreement instead of immediately recognized. This means lower revenues during the transition period.

**General Operating Fund  
Balance Sheet**

As of July 31, the Port General Fund had a cash balance of \*\*\$1,425,593, an additional 587,000 needs to be transferred to GOF from NOAA for a total of \$2,012,593 ,We want to make sure it is done correctly,, this should be corrected this month. \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$872,593.

Based on the current cash situation, I have requested that no new projects be started, we need to complete the existing projects, and only move forward on projects that are funded fully or partially by grant/loan funds.

**General Operating Funds (GOF) FY 2022-23– Budget Vs Actual:**

**All Departments**

<b>Operating Revenue</b> is unfavorable by	\$169,871
<b>Operating expenses</b> are favorable by	\$109,342
<b>Operating Income</b> is favorable by	\$ 60,529
<b>Non-Operating Revenue</b> is favorable by	\$ 1,822
<b>Non-Operating Expenses</b> are favorable by	\$571,851
<b>Non-Operating Income</b> is favorable by	\$573,673
<b>Net income</b> is favorable by	\$513,143

This is the first month of the fiscal year, revenue is estimate month to month, over the year, I expect that revenue will become favorable.

**Administration**

<b>Operating Revenue</b> is unfavorable by	\$ 528
<b>Operating Expenses</b> are favorable by	\$ 25,042
<b>Operating Income</b> is favorable by	\$ 25,570
<b>Non-Operating Revenue</b> is favorable by	\$ 2,363
Non-Operating Expenses are Neutral	\$
<b>Non-Operating Income</b> is favorable by	\$ 2,363
<b>Net income</b> is favorable by	\$ 27,933

**Commercial Marina**

<b>Operating Revenue</b> is unfavorable by	\$ 5,641
<b>Operating expenses</b> are favorable by	\$ 16,927
<b>Operating Income</b> is favorable by	\$11,287

Non-Operating Revenue is Neutral	\$
<b>Non-Operating Expenses</b> are unfavorable by	\$8,033
<b>Non-Operating Income</b> is unfavorable by	\$8,033
<b>Net Income</b> is favorable by	\$3,254

**International Terminal**

<b>Operating Revenue</b> is unfavorable by	\$ 30,872
<b>Operating expenses</b> are favorable by	\$ 15,686
<b>Operating Income</b> is unfavorable by	\$ 15,187
<b>Non-Operating Revenue</b> is favorable	\$ 530,858
Non-Operating Expenses are Neutral	\$
\$315,978 will be to move to unallocated	
<b>Non-Operating Income</b> is favorable by	\$ 530,858
<b>Overall, Net income</b> is favorable by	\$ 515,671

**South Beach**

<b>Operating Revenue</b> is unfavorable by	\$ 137,204
<b>Operating expenses</b> are favorable by	\$ 63,420
<b>Operating Income</b> is unfavorable by	\$ 73,784
Non-Operating Revenue is Neutral	\$
<b>Non-Operating Expenses</b> are favorable by	\$ 367,500
<b>Non-Operating Income</b> is favorable by	\$ 367,500
<b>Overall, Net income</b> is favorable by	\$ 293,501

**NOAA Lease Revenue Fund**

**Balance Sheet**

As of July 31, the NOAA Lease revenue Fund had a cash balance of \$2,981,146 with an available balance of \$630,425 (incl the 587K owed to GOF); the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract.

**Income Statement**

**Budget vs. Actuals**

<b>Operating Revenue</b> is unfavorable by	\$ 217,661
<b>Operating expenses</b> are unfavorable by	\$ 27,383
<b>Operating Income</b> is unfavorable by	\$ 245,041
<b>Non-Operating Revenue</b> is favorable by	\$ 5,972
<b>Non-Operating Expenses</b> are unfavorable by	\$1,577,535
<b>Non-Operating Income</b> is unfavorable by	\$1,571,563
<b>Net income</b> is unfavorable by	\$1,759,622

NOAA Revenue has not yet been recognized, loan for NOAA will show in the upcoming months to balance out the loan payment.

**NOAA Capital Maintenance Fund**

Cash available	\$1,930,376
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**Bonded Debt Fund:**

**Balance Sheet**

Cash available	\$143,890
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**Income Statement**

**Budget vs. Actuals**

**Operating Revenue** is favorable by \$3,543.46

This will balance itself out later in the year

**Construction Fund:**

Cash available \$13,152

**Facility Maintenance Fund:**

Cash available \$538,534

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## **DIRECTOR OF OPERATIONS REPORT**

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**DATE:** 8/16/2023  
**PERIOD:** May 2023-June 2023  
**TO:** Paula J. Miranda, General Manager  
**ISSUED BY:** Aaron Bretz

### **OVERVIEW DIROPS**

#### **Summary:**

Summer is definitely in full swing; we've been busy at all locations and we're working on property maintenance work such as brush cutting, trimming, etc. We have numerous permit applications in the pipeline and I'm working on several projects and services for bidding packages.

#### **Detail:**

- **Army Corps CAP Section 107 Project (Commercial Marina Channel Dredging) and Port Dock 7 Planning**

I just received the new scope and fee from DOWL to perform the required geotechnical exploration and sediment sampling for the PD7 project, the CAP Section 107 project, and the public fishing pier project. We are being required to take extensive sampling and do a wide variety of tests on the sediment in all locations for these projects, and we also have to get permitting for the work. Unfortunately, with contingency the cost for all this work has come in at \$1.2M. The estimates were quality checked by Corps staff, and they have verified that given the level of testing, this is a realistic budget.

Unfortunately, we're still trying to work through the funding for this work, given that the cost is so high. I may see about removing the geotechnical exploration work, but this will mean that we will certainly pay more in the future because the same barge and equipment will have to be mobilized again. Another option would be to whittle out the Section 107 work, and only perform that portion. We definitely need to perform that portion of the work to keep the Section 107 project moving (along with the 90% federally funded dredging).

I moved forward with an eelgrass survey which will be performed in the PD7 project area next week, as well as permitting for the sediment sampling permitting because those are under the micro purchase threshold and must be accomplished now to prevent delay.

- **RORO Dock Piling Assessment**

Permitting is still underway for the piling repair and wraps with the intent to perform this work over the coming winter; nothing new to report.

- **Dredging**

The disposal site is finished and ready for the upcoming dredging operation. NOAA dredging will start at the end of the month.

Permitting work is ongoing for the South Beach dredging project; the time period has just started for DEQ to issue the 401 water quality certification.

- **RV Park Annex Redesign**

See report

## **Newport International Terminal- Don Moon, Supervisor**

### **Billable Services Performed this Period (june)**

- Forklift –45 hrs
- Moorage – 45 Days
- 30 Ton Hydraulic Crane -23.5 hrs
- Hoist Dock Tie Up –55.75 hrs
- Labor – 49.5 hrs
- 120V power – 0 hrs
- Other Overtime Billed 20 hrs
- 208V power – 47 Days

## **Commercial Marina / South Beach Marina Harbormaster- Kody Robinson**

### **Billable Services Performed this Period:**

- We had 857 launches @ \$7716 between 8/1/2023-8/15/2023
- Crew will be starting to rebuild the bad end finger on J-dock in the next week or so.
- J-Dock finger is 2/3<sup>rd</sup> complete, ran out of time and crew.
- A dock is complete with new lighting. B, C, and D, are complete, Will try again in the coming weeks when fully staffed to begin on other docks.
- Will be doing another large section of docks in the next couple of weeks. Currently on hold due to disruptions from marina customers. We are awaiting more parts to continue this project now.
- We are still trying to source more 30 amp GFI breakers and it is becoming extremely difficult.
- Scheduling with contractor to have the wind damaged flashing on the west end of stage 1 at the rouge facility. We are on the schedule/books to have this started
- We became extremely short staffed due to covid and crew out on injuries. We are trying to get caught back up and continue with much needed work in the facility.
- Commercial Marina:
- The crew got all the old docks and materials out of the water by swedes dock and it looks cleaner and more organized.
- . We have changed a couple of schedules around to try and accommodate the ports needs at different hours and so far it is working to our benefit. We are going to be doing what we can on the cranes due to there overall condition, the main hoist crane failed inspection due to extreme rust in spots which we will be repairing.
- Every week when time allows we have the crew working on getting the storage yard cleaned up and better organized. The yard is shaping up and with the old office being removed, will allow us to

**better organize and more rentable space. The available space is making a difference in organization. The Yard is looking much better prior to the restructuring.**

- **Still working on getting the shop, tools, equipment, and other important items on our JSA/maintenance logbooks. Port Dock 7 has a major failure spot out on the side tie. We plan on having the crew do a temporary repair when staffing and time allows.**
- **Will be having signs made for the parking lot for moorage holders/port users.**

#### **Staffing:**

**We are planning to turn south beach and commercial marinas seasonal positions into one full time floating position. This will allow us to have a little bit better coverage during each sides busy seasons.**

#### **NOAA MOC-P Jim Durkee, Maintenance Supervisor**

##### **Special Projects:**

Vessels Using the Facility Since My Last Report – NOAA vessels Hi’ialikai & Bell M. Shimada, R/V Sally Ride, R/V Thomas G. Thompson.

Elevator quarterly service by AVS.

Annual Eelgrass Survey with PHS.

Annual Fire Extinguisher inspection with VFC.

Cleaned gutters, fascia, windows, Associated Cleaning Services.

Annual HVAC inspection/maint. with Coastal Refrigeration