

PORT OF NEWPORT REGULAR MONTHLY COMMISSION MEETING AGENDA

Tuesday, July 27, 2021, 6:00 p.m.
2120 SE Marine Science Dr
Newport, OR 97365

This will be a hybrid meeting, which means you can attend it in person or you can view the live stream of this meeting on our YouTube Channel, Port of Newport Meetings Audio, <https://www.youtube.com/channel/UCCAo3VCV9Yt4coXK7pUXAIO>

Anyone interested in making public comment is allowed to attend in-person subject to the congregant limitations. Anyone wishing to provide written public comment should complete the form on our website and submit by 11:00 am on Monday, July 26, 2021: [Public Comment Regular Meeting 6/28/2021 - Port of Newport](#)

Live chat will not be monitored.

- I. Call to Order
- II. Changes to the Agenda
- III. Public Comment (3-minute limit per person)
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- IX. Calendar/Future Considerations 2021
 - Cast for Kids fishing/crabbing eventAug 14
 - Regular Commission MeetingAug 24
- X. Public Comment (3-minute limit per person)
- XI. Adjournment

- EXECUTIVE SESSION: The Port of Newport Board of Commissioners may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

Regular Monthly Meetings are scheduled for the fourth Tuesday of every month at 6:00 pm.

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PORT OF NEWPORT MINUTES

June 28, 2021

Regular Commission Meeting

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

This was an in-person meeting subject to congregant limits. The meeting was live streamed our YouTube Channel, Port of Newport Meetings Audio. Members of the public could submit written comments in advance through a form on our website.

Agenda Item

Audio Time

I. CALL TO ORDER

0:00

Commission President Jim Burke called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 8:18 pm at the City of Newport Council Chambers, Newport City Hall, 169 SW Coast Highway, Newport, OR 97365.

Commissioners Present: Walter Chuck, Secretary/Treasurer (Pos. #1); Kelley Retherford (Pos. #2); Gil Sylvia, Vice President (Pos. #3); Jeff Lackey (Pos. #4); and Jim Burke, President (Pos. #5).

Management and Staff: Paula J. Miranda, General Manager; Aaron Bretz, Director of Operations; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: None in attendance.

II. CHANGES TO THE AGENDA

0:25

There were no changes to the agenda.

III. PUBLIC COMMENT

0:29

No public comment was submitted.

IV. CONSENT CALENDAR.....

0:32

- A. Minutes 2021
 - 1. Budget Hearing & Regular Commission Meeting May 25
- B. Financial Reports
- C. Contract Extension for Alliance Engineers – PD 5 & 3 Electrical

A motion was made by Lackey and seconded by Chuck to approve the Consent Calendar as written. The motion passed 5 – 0.

V. OLD BUSINESS

- A. Items Removed from Consent Calendar

No items were removed from the Consent Calendar.

- B. Accounts Paid

0:48

A motion was made by Chuck and seconded by Sylvia to approve the Accounts Paid. The motion passed 5 - 0

C. Summit Public Relations Strategies, LLC, Contract Renewal..... 1:06

Miranda introduced the Staff Report, Communication Summary, and proposed contract included in the Meeting Packet. She commented that the Port has worked with Angela Nebel for the past two years. Miranda said she has received positive comments about how the Port has taken a hand on communication. She said she would like to continue to use Nebel’s services and noted the proposed contract did not include a rate increase. Miranda said the intent for the upcoming year would include two newsletters. Lackey commented that this was money well spent and a job well done.

A motion was made by Retherford and seconded by Lackey to authorize the General Manager to contract with Summit Public Relations Strategies, LLC, and move forward with the proposal not to exceed \$23,800 plus another 10% contingency. The motion passed 5 – 0.

VI. NEW BUSINESS

A. Commissioners Oaths: Gil Sylvia, Jeff Lackey, Kelley Retherford 4:11

Each Commissioner recited the oath, included on the Agenda, for their elected positions, for the term beginning on July 1, 2021. Miranda congratulated the Commissioners and expressed appreciation of their service to the Port.

B. Resolution 2021-05 Authorizing Application for Renewal of an Enterprise Zone..... 6:29

Miranda introduced the Staff Report included in the Meeting Packet. She introduced Paul Schuytema, the new Executive Director for the Economic Development Alliance of Lincoln County (EDALC). Schuytema said he came to the Oregon coast from Michigan about a year ago. He said he was interested in ramping up and revitalizing economic development in Lincoln County. He commented that priorities had shifted over time, and there were opportunities in the blue economy. He mentioned that the Oregon Ocean Innovation Hub was a partner organization. Schuytema said that EDALC looked to develop: the local and regional workforce including research careers; education; entrepreneurship; business as it relates to resiliency and recovery; inclusion; and taking advantage of funding. Schuytema mentioned a possible large investment in the area, which would be a big win for all of Oregon if it was received in this area. He said that Miranda would be a new EDALC board member, as well as School District Superintendent Karen Gray.

Schuytema handed out information on the Lincoln County Enterprise Zone, which is included in the Meeting Packet. He said that EDALC is wrapping up the redesignation process, starting July 1st for four additional years, adding that in 2025 Enterprise Zones sunset statewide. Schuytema said that the sponsoring units, including the Port of Newport, needed to support a resolution in order to redesignate. He commented that this would mean that development in machinery on any properties owned by the Port that created full-time jobs would see a property tax abatement incentive for a period of years. Schuytema said he was here as a consultant and tool to land deals and connect with other parts of the state. Sylvia asked how successful the Enterprise Zone has been in creating new jobs. Schuytema said it has been successful statewide, but not so in Lincoln County – he aims to

work to communicate this opportunity to the local business community. Miranda commented that the Enterprise Zone tool can make or break a deal; it is important to being competitive.

A motion was made by Lackey and seconded by Sylvia to adopt Resolution No. 2021-05 A Resolution Authorizing Application for Renewal of an Enterprise Zone as written on page 53. The motion passed 5 – 0.

VII. STAFF REPORTS

- A. General Manager 20:00
 - 1. Director of Finance & Business Services
 - a) May Occupancy Report
 - 2. Director of Operations

Miranda introduced the Staff Reports included in the Meeting Packet. Lackey asked what the Port Dock 5 Pier Ribbon Cutting would look like. Miranda said she invited federal and local legislators to attend. Oregon Senator Dick Anderson and Representative David Gomberg will be there, but the federal legislators are not available. A staff person for US Senator Ron Wyden will attend. Miranda said that EDA representatives are not authorized to travel yet. There will be local attendees from construction, engineering, and City officials. Miranda said she expected a lot of people there. Hot dogs would be grilled at the Pier, and an official ribbon cutting will take place. She mentioned the Maritime Museum will also have a ribbon cutting for their entrance at 1:00 pm. Miranda said she would try to bring a speaking device. Bretz said this was a 5-year project, starting with conceptual plans before he joined the Port, and completed during his 4 years here.

VIII. COMMISSIONER REPORTS/COMMENTS

There were no Commissioner reports or additional comments.

IX. CALENDAR/FUTURE CONSIDERATIONS

There were no changes to the Calendar/Future Considerations.

X. PUBLIC COMMENT

There was no public comment.

XI. ADJOURNMENT 24:37

Having no further business, the meeting adjourned at 8:43 pm.

ATTESTED:

James Burke, President

Walter Chuck, Secretary/Treasurer

Port of Newport - General Operating Fund

Balance Sheet

As of June 30, 2021

	<u>Jun 30, 21</u>	<u>Jun 30, 20</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
100 · General Operating Funds	3,377,941	3,686,721	(308,780)	(8)%
Total Checking/Savings	3,377,941	3,686,721	(308,780)	(8)%
Accounts Receivable				
11200 · Accounts Receivable	414,198	524,882	(110,684)	(21)%
11225 · Grants Receivable	440,718	(6,340)	447,058	7,052%
Total Accounts Receivable	854,916	518,543	336,374	65%
Other Current Assets				
11250 · Property Tax Receivable	8,653	8,788	(136)	(2)%
11255 · Allow for Bad Debt - CM	(20,000)	(20,000)	0	0%
11260 · Allow for Bad Debt - SB	(10,000)	(10,000)	0	0%
11270 · Undeposited Funds	28,194	36,022	(7,828)	(22)%
11300 · Prepaid Expenses	147,595	178,851	(31,256)	(18)%
11400 · Due from Other Funds	5,091	249	4,842	1,948%
11480 · PERS - NPA(L)	(815,466)	(815,466)	0	0%
11485 · PERS - Deferred OF	324,633	324,633	0	0%
11490 · Assets Held For Sale	0	2,126	(2,126)	(100)%
Total Other Current Assets	(331,300)	(294,797)	(36,503)	(12)%
Total Current Assets	3,901,556	3,910,466	(8,910)	(0)%
Fixed Assets				
11500 · Capital Assets	48,325,283	47,226,900	1,098,383	2%
Total Fixed Assets	48,325,283	47,226,900	1,098,383	2%
Other Assets				
11800 · Debt Issue Costs, Net of Amort.	650	650	0	0%
Total Other Assets	650	650	0	0%
TOTAL ASSETS	<u>52,227,490</u>	<u>51,138,017</u>	<u>1,089,473</u>	<u>2%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
12000 · Accounts Payable	1,193,196	233,409	959,787	411%
Total Accounts Payable	1,193,196	233,409	959,787	411%
Other Current Liabilities				
12005 · Retainage Payable	67,201	0	67,201	100%
12010 · Unclaimed Property Payable	4,555	3,234	1,321	41%
12020 · Lodging/Room Tax Payable	20,673	8,693	11,980	138%
12100 · Payroll Liabilities	159,443	148,562	10,881	7%
12200 · Due to other Funds	700,000	1,650	698,350	42,319%
12250 · Deferred Revenue	303,624	244,281	59,343	24%
12300 · Accrued Interest Payable	15,147	15,147	0	0%
12320 · Current Portion-Long Term Debt	535,814	535,814	0	0%
Total Other Current Liabilities	1,806,456	957,381	849,076	89%
Total Current Liabilities	2,999,652	1,190,789	1,808,863	152%
Long Term Liabilities				
12350 · Long Term Debt	5,515,948	6,051,790	(535,842)	(9)%
12800 · Bond Premiums	100,621	100,621	0	0%

Port of Newport - General Operating Fund

Balance Sheet

As of June 30, 2021

	<u>Jun 30, 21</u>	<u>Jun 30, 20</u>	<u>\$ Change</u>	<u>% Change</u>
12900 · PERS - Deferred IF	147,653	147,653	0	0%
Total Long Term Liabilities	5,764,222	6,300,063	(535,842)	(9)%
Total Liabilities	8,763,874	7,490,853	1,273,021	17%
Equity				
13010 · GOF - Unassigned FB	36,503,625	62,462,097	(25,958,473)	(42)%
13015 · GOF - Contributed Capital FB	7,130,788	7,130,788	0	0%
13075 · GOF - Prior Period Adj	(21,009)	(34,952)	13,942	40%
13200 · GOF - Debt Principal	0	(36,040)	36,040	100%
13275 · GOF - Accrued Interest	0	1,696	(1,696)	(100)%
13300 · GOF - Equity Transfers	12,751	(25,556,317)	25,569,068	100%
Net Income	(162,538)	(320,109)	157,570	49%
Total Equity	43,463,616	43,647,164	(183,548)	(0)%
TOTAL LIABILITIES & EQUITY	<u>52,227,490</u>	<u>51,138,017</u>	<u>1,089,473</u>	<u>2%</u>

Port of Newport
General Operating Fund - Budget vs. Actual
 July 2020 through June 2021

	Jul '20 - Jun ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	718,206	813,000	(94,794)	88%
14100 · Moorage	2,003,437	1,552,400	451,037	129%
14200 · Hoist Dock & Services	1,025,307	943,641	81,666	109%
14300 · Shipping Terminal Revenues	0	21,359	(21,359)	0%
14400 · RV Parks	1,356,694	1,080,000	276,694	126%
14500 · Launch Ramp & Trailer Storage	118,014	91,000	27,014	130%
14600 · Miscellaneous Revenue	153,060	65,000	88,060	235%
14700 · Permit Revenues	378	0	378	100%
Total Income	<u>5,375,097</u>	<u>4,566,400</u>	<u>808,697</u>	<u>118%</u>
Gross Profit	5,375,097	4,566,400	808,697	118%
Expense				
15000 · Personnel Services	1,889,848	2,175,859	(286,011)	87%
16000 · Materials & Services	1,966,088	3,772,297	(1,806,209)	52%
16990 · Depreciation Expense	1,655,746	1,655,746	0	100%
17000 · Debt Service	741,129	1,065,988	(324,859)	70%
Total Expense	<u>6,252,811</u>	<u>8,669,890</u>	<u>(2,417,079)</u>	<u>72%</u>
Net Ordinary Income	(877,714)	(4,103,490)	3,225,776	21%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	120,040	110,000	10,040	109%
18200 · Interest Income	17,514	0	17,514	100%
18300 · Grants	1,074,281	2,881,679	(1,807,398)	37%
18600 · Gain/(Loss) on Sale of Assets	1,074			
18700 · Property & Dredge Sales	11,427	55,000	(43,573)	21%
18800 · Miscellaneous - Non-operating	8,188	0	8,188	100%
18900 · Transfers In from Other Funds	0	2,009,452	(2,009,452)	0%
Total Other Income	<u>1,232,525</u>	<u>5,056,131</u>	<u>(3,823,606)</u>	<u>24%</u>
Other Expense				
19000 · Capital Outlay	3,702,939	5,939,000	(2,236,061)	62%
19600 · Contingency	0	372,576	(372,576)	0%
19700 · Transfers Out to Other Funds	109,816	1,650,000	(1,540,184)	7%
19890 · Overhead Allocation	(2,657)	(2,657)	0	100%
Total Other Expense	<u>3,810,098</u>	<u>7,958,919</u>	<u>(4,148,821)</u>	<u>48%</u>
Net Other Income	(2,577,573)	(2,902,788)	325,215	89%
Net Income	<u><u>(3,455,287)</u></u>	<u><u>(7,006,278)</u></u>	<u><u>3,550,991</u></u>	<u><u>49%</u></u>

Port of Newport - General Operating Fund
Administration - Budget vs. Actual
 July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14600 · Miscellaneous Revenue	17,226	0	17,226	100%
14700 · Permit Revenues	579	0	579	100%
Total Income	<u>17,804</u>	<u>0</u>	<u>17,804</u>	<u>100%</u>
Gross Profit	17,804	0	17,804	100%
Expense				
15000 · Personnel Services	768,776	839,069	(70,293)	92%
16000 · Materials & Services	494,247	695,518	(201,271)	71%
16990 · Depreciation Expense	5,064	5,064	0	100%
17000 · Debt Service	0	72,000	(72,000)	0%
Total Expense	<u>1,268,087</u>	<u>1,611,651</u>	<u>(343,564)</u>	<u>79%</u>
Net Ordinary Income	(1,250,283)	(1,611,651)	361,368	78%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	120,040	110,000	10,040	109%
18200 · Interest Income	17,514	0	17,514	100%
18300 · Grants	0	1,299,179	(1,299,179)	0%
18800 · Miscellaneous - Non-operating	7,504			
Total Other Income	<u>145,059</u>	<u>1,409,179</u>	<u>(1,264,120)</u>	<u>10%</u>
Other Expense				
19000 · Capital Outlay	144,156	2,575,000	(2,430,844)	6%
19600 · Contingency	0	30,800	(30,800)	0%
19890 · Overhead Allocation	(1,085,233)	(1,085,233)	(0)	100%
Total Other Expense	<u>(941,077)</u>	<u>1,520,567</u>	<u>(2,461,644)</u>	<u>(62)%</u>
Net Other Income	<u>1,086,136</u>	<u>(111,388)</u>	<u>1,197,524</u>	<u>(975)%</u>
Net Income	<u><u>(164,147)</u></u>	<u><u>(1,723,039)</u></u>	<u><u>1,558,892</u></u>	<u><u>10%</u></u>

Port of Newport
International Terminal - Budget vs. Actual
 July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	139,994	172,000	(32,006)	81%
14100 · Moorage	170,431	165,000	5,431	103%
14200 · Hoist Dock & Services	498,822	478,641	20,181	104%
14300 · Shipping Terminal Revenues	0	21,359	(21,359)	0%
14600 · Miscellaneous Revenue	17,685	0	17,685	100%
Total Income	<u>826,931</u>	<u>837,000</u>	<u>(10,069)</u>	<u>99%</u>
Gross Profit	826,931	837,000	(10,069)	99%
Expense				
15000 · Personnel Services	187,002	190,446	(3,444)	98%
16000 · Materials & Services	243,167	245,454	(2,287)	99%
16990 · Depreciation Expense	1,271,087	1,271,087	0	100%
17000 · Debt Service	492,100	508,795	(16,695)	97%
Total Expense	<u>2,193,355</u>	<u>2,215,782</u>	<u>(22,427)</u>	<u>99%</u>
Net Ordinary Income	(1,366,424)	(1,378,782)	12,358	99%
Other Income/Expense				
Other Income				
18300 · Grants	2,500	22,500	(20,000)	11%
18700 · Property & Dredge Sales	10,914	0	10,914	100%
Total Other Income	<u>13,414</u>	<u>22,500</u>	<u>(9,086)</u>	<u>60%</u>
Other Expense				
19000 · Capital Outlay	77,711	285,000	(207,289)	27%
19600 · Contingency	0	27,894	(27,894)	0%
19700 · Transfers Out to Other Funds	0	50,000	(50,000)	0%
19890 · Overhead Allocation	30,159	30,159	0	100%
Total Other Expense	<u>107,871</u>	<u>393,053</u>	<u>(285,182)</u>	<u>27%</u>
Net Other Income	<u>(94,457)</u>	<u>(370,553)</u>	<u>276,096</u>	<u>25%</u>
Net Income	<u>(1,460,881)</u>	<u>(1,749,335)</u>	<u>288,454</u>	<u>84%</u>

Port of Newport
Commercial Marina - Budget vs. Actual
 July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	135,722	186,000	(50,278)	73%
14100 · Moorage	641,494	565,000	76,494	114%
14200 · Hoist Dock & Services	511,811	430,000	81,811	119%
14600 · Miscellaneous Revenue	30,009	0	30,009	100%
14700 · Permit Revenues	(321)	0	(321)	100%
Total Income	<u>1,318,715</u>	<u>1,181,000</u>	<u>137,715</u>	<u>112%</u>
Gross Profit	1,318,715	1,181,000	137,715	112%
Expense				
15000 · Personnel Services	407,440	504,030	(96,590)	81%
16000 · Materials & Services	524,261	1,690,325	(1,166,064)	31%
16990 · Depreciation Expense	52,698	52,698	0	100%
17000 · Debt Service	7,915	32,915	(25,000)	24%
Total Expense	<u>992,313</u>	<u>2,279,968</u>	<u>(1,287,654)</u>	<u>44%</u>
Net Ordinary Income	326,401	(1,098,968)	1,425,369	(30)%
Other Income/Expense				
Other Income				
18300 · Grants	1,067,461	1,350,000	(282,539)	79%
18600 · Gain/(Loss) on Sale of Assets	(2,126)			
18800 · Miscellaneous - Non-operating	684			
18900 · Transfers In from Other Funds	0	1,009,452	(1,009,452)	0%
Total Other Income	<u>1,066,020</u>	<u>2,359,452</u>	<u>(1,293,432)</u>	<u>45%</u>
Other Expense				
19000 · Capital Outlay	2,408,509	2,802,000	(393,491)	86%
19600 · Contingency	0	303,882	(303,882)	0%
19700 · Transfers Out to Other Funds	109,816	1,500,000	(1,390,184)	7%
19890 · Overhead Allocation	480,372	480,372	(0)	100%
Total Other Expense	<u>2,998,697</u>	<u>5,086,254</u>	<u>(2,087,557)</u>	<u>59%</u>
Net Other Income	<u>(1,932,677)</u>	<u>(2,726,802)</u>	<u>794,125</u>	<u>71%</u>
Net Income	<u><u>(1,606,276)</u></u>	<u><u>(3,825,770)</u></u>	<u><u>2,219,494</u></u>	<u><u>42%</u></u>

Port of Newport
South Beach - Budget vs. Actual
 July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	442,490	455,000	(12,510)	97%
14100 · Moorage	1,191,512	822,400	369,112	145%
14200 · Hoist Dock & Services	14,719	35,000	(20,281)	42%
14400 · RV Parks	1,356,694	1,080,000	276,694	126%
14500 · Launch Ramp & Trailer Storage	118,014	91,000	27,014	130%
14600 · Miscellaneous Revenue	88,141	65,000	23,141	136%
14700 · Permit Revenues	120			
Total Income	<u>3,211,692</u>	<u>2,548,400</u>	<u>663,292</u>	<u>126%</u>
Gross Profit	3,211,692	2,548,400	663,292	126%
Expense				
15000 · Personnel Services	526,631	642,314	(115,683)	82%
16000 · Materials & Services	704,494	1,141,000	(436,506)	62%
16990 · Depreciation Expense	326,897	326,897	0	100%
17000 · Debt Service	241,115	452,278	(211,163)	53%
Total Expense	<u>1,799,136</u>	<u>2,562,489</u>	<u>(763,353)</u>	<u>70%</u>
Net Ordinary Income	1,412,555	(14,089)	1,426,644	(10,026)%
Other Income/Expense				
Other Income				
18300 · Grants	4,320	210,000	(205,680)	2%
18600 · Gain/(Loss) on Sale of Assets	3,200	0	3,200	100%
18700 · Property & Dredge Sales	513	55,000	(54,487)	1%
18800 · Miscellaneous - Non-operating	0	0	0	0%
18900 · Transfers In from Other Funds	0	1,000,000	(1,000,000)	0%
Total Other Income	<u>8,033</u>	<u>1,265,000</u>	<u>(1,256,967)</u>	<u>1%</u>
Other Expense				
19000 · Capital Outlay	1,072,562	277,000	795,562	387%
19600 · Contingency	0	10,000	(10,000)	0%
19700 · Transfers Out to Other Funds	0	100,000	(100,000)	0%
19890 · Overhead Allocation	572,045	572,045	0	100%
Total Other Expense	<u>1,644,608</u>	<u>959,045</u>	<u>685,563</u>	<u>171%</u>
Net Other Income	<u>(1,636,574)</u>	<u>305,955</u>	<u>(1,942,529)</u>	<u>(535)%</u>
Net Income	<u>(224,019)</u>	<u>291,866</u>	<u>(515,885)</u>	<u>(77)%</u>

NOAA Lease Revenue Fund
Balance Sheet
As of June 30, 2021

	Jun 30, 21	Jun 30, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
11015 · NLRF Checking - FIB 1115	670,936	557,097	113,840	20%
11025 · NLRF MM Savings - FIB 9604	800,075	500,005	300,070	60%
11035 · NLRF - LGIP 6263	4,244,596	4,971,232	(726,636)	(15)%
11080 · NLRF Checking - OCB 7827	0	78	(78)	(100)%
11092 · Assignment of Deposit - OCB	63,631	62,933	698	1%
Total Checking/Savings	5,779,239	6,091,345	(312,106)	(5)%
Accounts Receivable				
11200 · Accounts Receivable	232	0	232	100%
Total Accounts Receivable	232	0	232	100%
Other Current Assets				
11300 · Prepaid Expenses	88,038	72,434	15,604	22%
11400 · Due from Other Funds	700,000	1,650	698,350	42,319%
11480 · PERS - NPA(L)	(42,919)	(42,919)	0	0%
11485 · PERS - Deferred OF	17,086	17,086	0	0%
Total Other Current Assets	762,205	48,251	713,954	1,480%
Total Current Assets	6,541,675	6,139,596	402,080	7%
Fixed Assets				
11500 · Capital Assets	22,603,326	24,109,492	(1,506,166)	(6)%
Total Fixed Assets	22,603,326	24,109,492	(1,506,166)	(6)%
Other Assets				
11825 · Advance Refunding Valuation	962,415	962,415	0	0%
Total Other Assets	962,415	962,415	0	0%
TOTAL ASSETS	30,107,416	31,211,502	(1,104,086)	(4)%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
12000 · Accounts Payable	28,055	3,001	25,054	835%
Total Accounts Payable	28,055	3,001	25,054	835%
Other Current Liabilities				
12100 · Payroll Liabilities	10,707	9,712	995	10%
12200 · Due to Other Funds	5,091	240	4,851	2,025%
12300 · Accrued Interest Payable	201,373	201,373	0	0%
12350 · Current Portion-Long Term ...	1,290,000	1,290,000	0	0%
Total Other Current Liabilities	1,507,170	1,501,325	5,846	0%
Total Current Liabilities	1,535,226	1,504,326	30,900	2%
Long Term Liabilities				
12400 · Long Term Debt	16,686,861	17,976,861	(1,290,000)	(7)%
12800 · Less Current Portion-LT Debt	(1,290,000)	(1,290,000)	0	0%
12900 · PERS - Deferred IF	7,771	7,771	0	0%
Total Long Term Liabilities	15,404,632	16,694,632	(1,290,000)	(8)%
Total Liabilities	16,939,858	18,198,958	(1,259,100)	(7)%

NOAA Lease Revenue Fund
Balance Sheet
As of June 30, 2021

	Jun 30, 21	Jun 30, 20	\$ Change	% Change
Equity				
13000 · NLRF - Restricted FB-Bond Res.	1,761,721	1,761,721	0	0%
13003 · NLRF - Committed FB-Cap. Res.	2,225,771	2,209,445	16,326	1%
13010 · NLRF - Unassigned FB	11,234,498	(16,547,089)	27,781,586	168%
13075 · NLRF - Prior Period Adj	0	(9,776)	9,776	100%
13220 · NLRF - Bond Costs (65)	0	(349,289)	349,289	100%
13275 · NLRF - Accrued Interest	0	228,214	(228,214)	(100)%
13300 · NLRF - Equity Transfers	0	25,591,155	(25,591,155)	(100)%
Net Income	(2,054,431)	128,163	(2,182,594)	(1,703)%
Total Equity	13,167,558	13,012,544	155,014	1%
TOTAL LIABILITIES & EQUITY	30,107,416	31,211,502	(1,104,086)	(4)%

Port of Newport - NOAA Lease Revenue Fund

Budget vs. Actual

July 2020 through June 2021

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	2,570,797	2,595,900	(25,103)	99%
14605 · Miscellaneous - Operating	2,061	0	2,061	100%
Total Income	<u>2,572,858</u>	<u>2,595,900</u>	<u>(23,042)</u>	<u>99%</u>
Gross Profit	2,572,858	2,595,900	(23,042)	99%
Expense				
15000 · Personnel Services	106,326	155,076	(48,750)	69%
16000 · Materials & Services	305,947	417,475	(111,528)	73%
16990 · Depreciation Expense	1,567,129	1,567,129	0	100%
17000 · Debt Service	1,759,380	1,760,089	(709)	100%
Total Expense	<u>3,738,782</u>	<u>3,899,769</u>	<u>(160,987)</u>	<u>96%</u>
Net Ordinary Income	(1,165,924)	(1,303,869)	137,945	89%
Other Income/Expense				
Other Income				
18200 · Interest Income	33,572	100,000	(66,428)	34%
18300 · Grants	0	5,000	(5,000)	0%
18800 · Miscellaneous - Non-operating	21			
18900 · Transfers In from Other Funds	0	334,500	(334,500)	0%
Total Other Income	<u>33,593</u>	<u>439,500</u>	<u>(405,907)</u>	<u>8%</u>
Other Expense				
19000 · Capital Outlay	60,963	334,500	(273,537)	18%
19600 · Contingency	0	100,000	(100,000)	0%
19700 · Transfers Out	2,209,445	3,080,411	(870,966)	72%
19890 · Admin Overhead Allocation	2,655	2,655	(0)	100%
Total Other Expense	<u>2,273,063</u>	<u>3,517,566</u>	<u>(1,244,503)</u>	<u>65%</u>
Net Other Income	(2,239,470)	(3,078,066)	838,596	73%
Net Income	<u><u>(3,405,394)</u></u>	<u><u>(4,381,935)</u></u>	<u><u>976,541</u></u>	<u><u>78%</u></u>

Port of Newport - NOAA Capital Maintenance Fund

Balance Sheet - NCMF

As of June 30, 2021

	<u>Jun 30, 21</u>	<u>Jun 30, 20</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS	0	0	0	0%
LIABILITIES & EQUITY	0	0	0	0%

**NOAA Capital Maintenance Fund
Profit & Loss Budget vs. Actual
July 2020 through June 2021**

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
18200 · Interest Income	0	0	0	0%
18900 · Transfers In from Other Funds	0	191,966	(191,966)	0%
Total Other Income	<u>0</u>	<u>191,966</u>	<u>(191,966)</u>	<u>0%</u>
Other Expense				
19600 · Contingency	0	150,000	(150,000)	0%
19700 · Transfers Out	0	1,334,500	(1,334,500)	0%
Total Other Expense	<u>0</u>	<u>1,484,500</u>	<u>(1,484,500)</u>	<u>0%</u>
Net Other Income	<u>0</u>	<u>(1,292,534)</u>	<u>1,292,534</u>	<u>0%</u>
Net Income	<u>0</u>	<u>(1,292,534)</u>	<u>1,292,534</u>	<u>0%</u>

Port of Newport - Bonded Debt Fund

Balance Sheet

As of June 30, 2021

	<u>Jun 30, 21</u>	<u>Jun 30, 20</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
400 · Bonded Debt Fund	(49,368)	(18,380)	(30,988)
Total Checking/Savings	(49,368)	(18,380)	(30,988)
Other Current Assets			
11270 · Property Tax Receivable	54,871	56,446	(1,575)
11300 · Prepaid Expenses	85,945	0	85,945
Total Other Current Assets	140,816	56,446	84,370
Total Current Assets	91,448	38,066	53,382
Other Assets			
11800 · Bond Issue costs, net of amort.	153,930	153,930	0
11825 · Advance Refunding Valuation	661,702	661,702	0
Total Other Assets	815,632	815,632	0
TOTAL ASSETS	<u>907,080</u>	<u>853,698</u>	<u>53,382</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
12350 · Bonds Payable - Current	335,000	335,000	0
Total Other Current Liabilities	335,000	335,000	0
Total Current Liabilities	335,000	335,000	0
Long Term Liabilities			
12515 · 2011 Series Bonds	(70,000)	0	(70,000)
12520 · 2016 Series Bonds	6,478,195	6,763,195	(285,000)
12525 · 2019 Series Bonds	5,160,000	5,210,000	(50,000)
12590 · Bond Premiums	704,598	704,598	0
12800 · Less Current Portion LTD	(335,000)	(335,000)	0
Total Long Term Liabilities	11,937,793	12,342,793	(405,000)
Total Liabilities	12,272,793	12,677,793	(405,000)
Equity			
13000 · BDF - Restricted FB	(12,052,349)	(12,290,511)	238,162
13220 · BDF - Bond Costs (65)	153,930	0	153,930
13999 · Retained Earnings	74,324	0	74,324
Net Income	458,382	466,415	(8,033)
Total Equity	(11,365,713)	(11,824,095)	458,382
TOTAL LIABILITIES & EQUITY	<u>907,080</u>	<u>853,698</u>	<u>53,382</u>

Port of Newport - Bonded Debt Fund

Profit & Loss Budget vs. Actual

July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
18106 · Bond Levy Proceeds	799,341	811,000	(11,659)	99%
Total Income	799,341	811,000	(11,659)	99%
Gross Profit	799,341	811,000	(11,659)	99%
Expense				
17000 · Debt Service	745,994	765,541	(19,547)	97%
Total Expense	745,994	765,541	(19,547)	97%
Net Ordinary Income	53,347	45,459	7,888	117%
Other Income/Expense				
Other Income				
18200 · Bank Interest Income	35	3,500	(3,465)	1%
Total Other Income	35	3,500	(3,465)	1%
Other Expense				
19830 · GAAP - D/S Principal Pmts	(405,000)	(405,000)	0	100%
Total Other Expense	(405,000)	(405,000)	0	100%
Net Other Income	405,035	408,500	(3,465)	99%
Net Income	458,382	453,959	4,423	101%

Port of Newport - Construction Fund

Balance Sheet

As of June 30, 2021

	Jun 30, 21	Jun 30, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
300 · Construction Fund	13,071	13,070	1
Total Checking/Savings	13,071	13,070	1
Total Current Assets	13,071	13,070	1
TOTAL ASSETS	13,071	13,070	1
LIABILITIES & EQUITY			
Equity			
13010 · CF - Unassigned FB	13,070	30,337	(17,267)
13110 · CF - Capital Asset Additions	0	16,848	(16,848)
13300 · CF - Equity Transfers	0	(16,848)	16,848
Net Income	1	(17,267)	17,268
Total Equity	13,071	13,070	1
TOTAL LIABILITIES & EQUITY	13,071	13,070	1

Port of Newport - Construction Fund

Profit & Loss Budget vs. Actual

July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
18200 · Interest Income	1	0	1	100%
Total Other Income	<u>1</u>	<u>0</u>	<u>1</u>	<u>100%</u>
Other Expense				
19700 · Transfers Out to Other Funds				
19702 · Transfers Out to General Fund	0	30,452	(30,452)	0%
Total 19700 · Transfers Out to Other Funds	<u>0</u>	<u>30,452</u>	<u>(30,452)</u>	<u>0%</u>
Total Other Expense	<u>0</u>	<u>30,452</u>	<u>(30,452)</u>	<u>0%</u>
Net Other Income	<u>1</u>	<u>(30,452)</u>	<u>30,453</u>	<u>(0)%</u>
Net Income	<u><u>1</u></u>	<u><u>(30,452)</u></u>	<u><u>30,453</u></u>	<u><u>(0)%</u></u>

Port of Newport - Facility Maintenance Reserve Fund

Balance Sheet

As of June 30, 2021

	<u>Jun 30, 21</u>	<u>Jun 30, 20</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
200 · Facility Maintenance Rsrv Fund	373,116	261,634	111,482
Total Checking/Savings	<u>373,116</u>	<u>261,634</u>	<u>111,482</u>
Total Current Assets	<u>373,116</u>	<u>261,634</u>	<u>111,482</u>
TOTAL ASSETS	<u>373,116</u>	<u>261,634</u>	<u>111,482</u>
LIABILITIES & EQUITY			
Equity			
13005 · FMRF - Asgnd-Future Exp.	186,816	215,000	(28,184)
13006 · FMRF - Asgnd-CM Elec. Upgrades	138,000	0	138,000
13010 · FMRF - Unassigned FB	(63,182)	(67,820)	4,637
13110 · FMRF - Capital Asset Additions	0	17,990	(17,990)
13300 · FMRF - Equity Transfers	0	(17,990)	17,990
Net Income	<u>111,482</u>	<u>114,453</u>	<u>(2,971)</u>
Total Equity	<u>373,116</u>	<u>261,634</u>	<u>111,482</u>
TOTAL LIABILITIES & EQUITY	<u>373,116</u>	<u>261,634</u>	<u>111,482</u>

Port of Newport - Facility Maintenance Reserve Fund

Profit & Loss Budget vs. Actual

July 2020 through June 2021

	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
18200 · Interest Income	1,666	1,500	166	111%
18900 · Transfers In				
18902 · Transfers In from General Fund	109,816			
18900 · Transfers In - Other	<u>0</u>	<u>1,650,000</u>	<u>(1,650,000)</u>	<u>0%</u>
Total 18900 · Transfers In	<u>109,816</u>	<u>1,650,000</u>	<u>(1,540,184)</u>	<u>7%</u>
Total Other Income	<u>111,482</u>	<u>1,651,500</u>	<u>(1,540,018)</u>	<u>7%</u>
Other Expense				
19600 · Contingency	0	130,120	(130,120)	0%
19700 · Transfers Out				
19702 · Transfers Out to General Fund	<u>0</u>	<u>300,000</u>	<u>(300,000)</u>	<u>0%</u>
Total 19700 · Transfers Out	<u>0</u>	<u>300,000</u>	<u>(300,000)</u>	<u>0%</u>
Total Other Expense	<u>0</u>	<u>430,120</u>	<u>(430,120)</u>	<u>0%</u>
Net Other Income	<u>111,482</u>	<u>1,221,380</u>	<u>(1,109,898)</u>	<u>9%</u>
Net Income	<u><u>111,482</u></u>	<u><u>1,221,380</u></u>	<u><u>(1,109,898)</u></u>	<u><u>9%</u></u>

**PON - General Operatind Fund
Accounts Paid Report
June 2021**

Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46312	Advanced American Construction Inc	Piling replacement @ Port Dock 5		
04/20/2021	8412		Piling replacement @ Port Dock 5	01-General Operating Fund:300-Commercial Marina	-21,650.00
TOTAL					-21,650.00
06/11/2021	46313	Airgas USA LLC			
05/21/2021	9113501318		PO 50122-welding supplies	01-General Operating Fund:300-Commercial Marina	-221.02
05/21/2021	9113501319		PO 50122-welding supplies	01-General Operating Fund:300-Commercial Marina	-14.05
TOTAL					-235.07
06/11/2021	46314	Alliance Consulting Engineers	PD3/5 Electrical Upgrade Design		
06/01/2021	1621		PD3/5 Electrical Upgrade: complete permit drawings (90%), and provid...	01-General Operating Fund:300-Commercial Marina	-3,743.20
TOTAL					-3,743.20
06/11/2021	46315	AlSCO Inc			
05/31/2021	LPOR2656391		SB mats and rags	01-General Operating Fund:700-South Beach:710-SB Customer Service	-72.06
05/31/2021	LPOR2662349		SB mats and rags	01-General Operating Fund:700-South Beach:710-SB Customer Service	-72.06
06/26/2021	LPOR2666003		Shop towels	01-General Operating Fund:100- Administration	-34.75
TOTAL					-178.87
06/11/2021	46316	Alsea Bay Power Products Inc			
05/22/2021	339157		PO710302: lawn mower parts, bagging blade	01-General Operating Fund:700-South Beach:760-SB Operations	-68.97
06/05/2021	340282		PO 710310-lawn mower parts	01-General Operating Fund:700-South Beach:760-SB Operations	-232.45
TOTAL					-301.42
06/11/2021	46317	Amazon Capital Services Inc			
05/25/2021	1WRL-7W4T-RLLP		PO 710303 - Delta Grab Bar Handshower Mount x 2 shipping	01-General Operating Fund:700-South Beach:760-SB Operations	-22.50
05/27/2021	1L7D-KQJ7-WPTX		PO 710306 - SS Barrel pump	01-General Operating Fund:700-South Beach:760-SB Operations	-5.99
05/28/2021	13JG-KW4V-KX1T		PO 10119 - Martin Yale paper folding machine	01-General Operating Fund:700-South Beach:760-SB Operations	-92.95
05/29/2021	1Y1M-YKGN-CGQD		Teak/black workstations x 2 shipping	01-General Operating Fund:100- Administration	-833.89
06/02/2021	1GFF-MJ6V-FMJQ		PO 30267-Avalon A1 watercooler	01-General Operating Fund:100- Administration	-265.17
06/10/2021	1LL6-N6CM-RW9W		shipping fees	01-General Operating Fund:300-Commercial Marina	-63.97
			PO10125: Smead pressguard report cover	01-General Operating Fund:300-Commercial Marina	-142.26
				01-General Operating Fund:100- Administration	-30.00
TOTAL					-87.28
					-1,544.01
06/11/2021	46318	American Red Cross	Adult and pediatric First Aid/CPR/AED training		
05/31/2021	22352097		Adult and pediatric First Aid/CPR/AED training - A. Bretz, M. Harris, A. ...	01-General Operating Fund:100- Administration	-1,090.00
TOTAL					-1,090.00
06/11/2021	46319	Barrelhead Supply Inc			
05/25/2021	305079		PO 50124: 2 gall herbicide tiox	01-General Operating Fund:500-International Terminal	-44.99
05/26/2021	305132		PO710304: Materials to build whellbarrow hitching post	01-General Operating Fund:700-South Beach:760-SB Operations	-436.88
06/02/2021	305356		PO710356-Fence posts for Annex chainlink fence	01-General Operating Fund:700-South Beach:760-SB Operations	-437.68
TOTAL					-919.55

**PON - General Operatind Fund
Accounts Paid Report
June 2021**

Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46320	Business Oregon - IFA	Debt service 655-41-01/11-13-576		
06/01/2021	65541 06/21		Loan 655-41-01/11-13-576	01-General Operating Fund:500-International Terminal	-2,083.33
TOTAL					-2,083.33
06/11/2021	46321	Central Lincoln PUD			
04/28/2021	302612071-04-21		SBM temp dock	01-General Operating Fund:500-International Terminal	-18.42
05/28/2021	302612070-05-21		Schedule 190T-Small Gen Service- Temporary	01-General Operating Fund:700-South Beach:710-SB Customer Service	-33.96
TOTAL					-52.38
06/11/2021	46322	CenturyLink - Business Service	Telephone		
06/01/2021	230324012		Telephone	01-General Operating Fund:100- Administration	-46.24
TOTAL					-46.24
06/11/2021	46323	City of Newport Room Tax	Transient room tax - May 2021		
05/31/2021	CON Rm Tax 2021-05		Transient room tax - May 2021	01-General Operating Fund:700-South Beach:710-SB Customer Service	-9,164.57
TOTAL					-9,164.57
06/11/2021	46324	Coastal Paper & Supply Inc	PO710309: restroom paper and cleaning supplies		
06/02/2021	591762		PO710309: restroom paper and cleaning supplies	01-General Operating Fund:700-South Beach:760-SB Operations	-1,538.47
TOTAL					-1,538.47
06/11/2021	46325	Coastal Refrigeration Heating & AC LLC			
05/20/2021	I1610		PO710287-Twice yearly refrigeration maint.	01-General Operating Fund:700-South Beach:760-SB Operations	-140.00
05/20/2021	I1611		PO710287-Twice yearly refrigeration maint.	01-General Operating Fund:700-South Beach:760-SB Operations	-140.00
TOTAL					-280.00
06/11/2021	46326	Copeland Lumber Yards Inc			
05/26/2021	2105-075710		PO 50125-80 lb bag mortar mix, concrete trowel for hoist project	01-General Operating Fund:500-International Terminal	-22.09
06/01/2021	2106-079081		PO 30275-silicone	01-General Operating Fund:300-Commercial Marina	-27.16
06/09/2021	2106-084487		PO 30281-2"x4"x6' lumber, bungie cords	01-General Operating Fund:300-Commercial Marina	-21.41
TOTAL					-70.66
06/11/2021	46327	Dahl & Dahl Inc	PO30273: Load of garbage to dump		
05/27/2021	273704		PO30273: load of garbage to dump	01-General Operating Fund:300-Commercial Marina	-188.37
TOTAL					-188.37
06/11/2021	46328	Daniel Burch	Moorage refund for Hercules reservation # 9123682		
06/07/2021	Res # 9123682		Moorage refund for Hercules reservation # 9123682	01-General Operating Fund:700-South Beach	-2,843.62
TOTAL					-2,843.62

**PON - General Operatind Fund
Accounts Paid Report
June 2021**

Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46329	Design Space Modular Buildings PNW LP	Temporary office rental		
05/07/2021	1191068-IN		Temporary office rental	01-General Operating Fund:100- Administration	-877.00
TOTAL					-877.00
06/11/2021	46330	DOWL	PD5 Project - Engineering services		
06/03/2021	0860-0003.50-7		PD5 Project - Engineering services	01-General Operating Fund:300-Commercial Marina	-6,918.75
TOTAL					-6,918.75
06/11/2021	46331	Ecolube Recovery LLC	PO710305: Used oil recovery		
05/31/2021	9865052621		PO710242: Used oil recovery	01-General Operating Fund:700-South Beach:760-SB Operations	-200.05
TOTAL					-200.05
06/11/2021	46332	Englund Marine Supply Co Inc			
06/01/2021	981520/6		PO50126-5/8' /ss nuts, 5/8" x 4 1/2" carriage bolts for hoist repair	01-General Operating Fund:500-International Terminal	-10.56
06/04/2021	981700/6		2" male camlock, 2" female coupler, 2" galv, close nipple, 2" gal elbow,...	01-General Operating Fund:300-Commercial Marina	-147.64
06/04/2021	981688/6		3/8 wire hose, 6GE-6FX fittings	01-General Operating Fund:300-Commercial Marina	-47.52
TOTAL					-205.72
06/11/2021	46333	Fastenal Company Inc	PO730256 - drill bit		
04/26/2021	ORNEW144671		PO730256 - drill bit	01-General Operating Fund:300-Commercial Marina	-101.61
TOTAL					-101.61
06/11/2021	46334	FIB MasterCard AB	FIB MC-AB 4/2021 charges		
05/23/2021	FIB MC-AB 5/2021		Webinar-What's Your Port Worth Zoom: online meeting software	01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration	-100.00 -29.98
TOTAL					-129.98
06/11/2021	46335	FIB MasterCard MB	FIB MC-MB 4/2021 charges		
05/23/2021	FIB MC-MB 5/2021		Mats for SB Mats for admin Ziprecruiter, recruitment of staff Credti card proccsing Hosting for QB Fred Meyer-Microwave for admin office	01-General Operating Fund:700-South Beach:710-SB Customer Service 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration	-300.00 -42.00 -119.00 -207.30 -280.45 -119.99
TOTAL					-1,068.74
06/11/2021	46336	FIB MasterCard PM	FIB MC-PM 5/2021 charges		
05/23/2021	FIB MC-PM 5/2021		FTD Flowers: Get well flowers to Commissioner Rutherford	01-General Operating Fund:100- Administration	-81.38
TOTAL					-81.38

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Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46337	Fitzpatrick Painting	Balance for SB painting		
05/31/2021	F-0521024A		Balance for SB painting	01-General Operating Fund:700-South Beach:760-SB Operations	-16,568.00
TOTAL					-16,568.00
06/11/2021	46338	Halco Welding Inc	NIT trailer repair project		
05/01/2021	73300		NIT trailer repair project	01-General Operating Fund:500-International Terminal	-128.50
TOTAL					-128.50
06/11/2021	46339	HDR Engineering Inc	PD5 Pier Replacement #3200-16-01, Project #3400-20-03, EDA #07-...		
06/04/2021	1200353453	US Dept. of Commerce Grants	PD5 Approach Pier - Professional services -construction inspector	01-General Operating Fund:300-Commercial Marina	-7,735.00
			PD5 Approach Pier - Professional services-project accountant	01-General Operating Fund:300-Commercial Marina	-150.00
			PD5 Approach Pier - Professional services-project coordinator	01-General Operating Fund:300-Commercial Marina	-625.00
			PD5 Approach Pier - Professional services-project manager	01-General Operating Fund:300-Commercial Marina	-6,831.00
			Expenses of \$2090.30 less 10 percent retention of -1743.13	01-General Operating Fund:300-Commercial Marina	-347.17
TOTAL					-15,688.17
06/11/2021	46340	Hyak	IT services - MS 365, web filtering, desktop support 6/15/21-7/14/21		
06/01/2021	26551		IT services - MS 365, web filtering, desktop support 6/15/21-7/14/21	01-General Operating Fund:100- Administration	-4,625.00
TOTAL					-4,625.00
06/11/2021	46341	Industrial Welding Supply Inc	PO 50129- ear plugs, welding rod		
06/02/2021	00969231.00		PO 50129- ear plugs, welding rod	01-General Operating Fund:300-Commercial Marina	-53.60
			PO 50129- ear plugs, welding rod	01-General Operating Fund:300-Commercial Marina	-39.04
TOTAL					-92.64
06/11/2021	46342	Lincoln County Public Works	Fuel for trucks		
06/01/2021	6204		Fuel for trucks - CM	01-General Operating Fund:300-Commercial Marina	-132.83
			Fuel for trucks - SB	01-General Operating Fund:700-South Beach:760-SB Operations	-127.52
TOTAL					-260.35
06/11/2021	46343	Neutron Industries	PO 30260 - Deoderant spray		
05/05/2021	901971513		PO 30260 - Deoderant spray	01-General Operating Fund:300-Commercial Marina	-185.00
			Freight	01-General Operating Fund:300-Commercial Marina	-20.67
TOTAL					-205.67
06/11/2021	46344	Newport Gutter Cleaning	PO710291: Moss treatment for Marina Building		
05/10/2021	1217		PO710291: Moss treatment for Marina Building	01-General Operating Fund:700-South Beach:760-SB Operations	-1,000.33
TOTAL					-1,000.33
06/11/2021	46345	Newport News-Times	Legal Notice - Budget Hearing		
05/19/2021	102501-23-19		Legal Notice - Budget Hearing	01-General Operating Fund:100- Administration	-348.84
TOTAL					-348.84

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Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46346	OR DAS Surplus Property			
06/07/2021	ARK46095		PO30281-Pulling cable 9/16"	01-General Operating Fund:300-Commercial Marina	-150.00
06/09/2021	ARK46104		PO30281: ratcheting box wrench	01-General Operating Fund:300-Commercial Marina	-10.00
TOTAL					-160.00
06/11/2021	46347	Oregon Department of State Lands	Annual DSL waterway lease fee APP0011720 (ML10445) - 7/12021-...		
06/07/2021	24001		Annual DSL waterway lease fee APP0011720 (ML10445) - 7/12021-6/...	01-General Operating Fund:300-Commercial Marina	-13,196.45
TOTAL					-13,196.45
06/11/2021	46348	Orkin	Pest control		
06/01/2021	33231305		Pest control	01-General Operating Fund:100- Administration	-45.00
TOTAL					-45.00
06/11/2021	46349	PacificSource Administrators Inc			
06/01/2021	26212		6/5/2021 HRE Insurance Withholding	01-General Operating Fund:100- Administration	-160.84
			6/5/2021 HRE Insurance Withholding	01-General Operating Fund:700-South Beach:760-SB Operations	-50.00
			6/5/2021 HRE Insurance Withholding	01-General Operating Fund:300-Commercial Marina	-17.50
06/01/2021	26213		6/20/2021 HRE Insurance Withholding	01-General Operating Fund:100- Administration	-160.84
			6/20/2021 HRE Insurance Withholding	01-General Operating Fund:700-South Beach:760-SB Operations	-50.00
			6/20/2021 HRE Insurance Withholding	01-General Operating Fund:300-Commercial Marina	-17.50
06/01/2021	12009		June HRE member fees	01-General Operating Fund:100- Administration	-85.00
TOTAL					-541.68
06/11/2021	46350	Patrick Bishop	PO50133: Hoist base repair		
06/04/2021	392353		PO50133: Hoist base repair	01-General Operating Fund:500-International Terminal	-2,325.00
TOTAL					-2,325.00
06/11/2021	46351	PBS Engineering and Environmental Inc.	Project- Rogue Brewery Seawall Ph2 Investigation		
05/24/2021	0074183.000-1		Project- Rogue Brewery Seawall Ph2 Investigation	01-General Operating Fund:700-South Beach:760-SB Operations	-1,592.50
TOTAL					-1,592.50
06/11/2021	46352	Pioneer Connect			
06/01/2021	113823 5/2021		SB Office phone	01-General Operating Fund:700-South Beach:710-SB Customer Service	-232.52
06/01/2021	115083 5/2021		SB shop phone	01-General Operating Fund:700-South Beach:760-SB Operations	-41.63
TOTAL					-274.15
06/11/2021	46354	Platt Electric Supply Inc			
05/06/2021	1Q26973		PO 30261-knife switch	01-General Operating Fund:300-Commercial Marina	-67.80
06/08/2021	1Q83898		PO30280- 9" side cutters 2 each, wire stripper	01-General Operating Fund:300-Commercial Marina	-61.12
			PO30280- 9" side cutters 2 each, wire stripper	01-General Operating Fund:300-Commercial Marina	-38.99
TOTAL					-167.91

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Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46355	Quadient Finance USA Inc	Postage		
05/27/2021	May 2021		Equipment rental	01-General Operating Fund:100- Administration	-172.32
			Flexlimit Protection fee	01-General Operating Fund:100- Administration	-3.22
TOTAL					<u>-175.54</u>
06/11/2021	46356	Rondys Inc dba Yaquina Industrial Park	Gear storage lease		
05/01/2021	Lease 2021-05		Gear storage lease	01-General Operating Fund:500-International Terminal	-2,000.00
TOTAL					<u>-2,000.00</u>
06/11/2021	46357	Solmar Hydro Inc	PO30245: bathymetric survey of Swede's and 343 Bay Blvd		
05/07/2021	PON_2_21		PO30245: bathymetric survey of Swede's and 343 Bay Blvd	01-General Operating Fund:300-Commercial Marina	-3,070.00
TOTAL					<u>-3,070.00</u>
06/11/2021	46358	Special Districts Insurance Services	Monthly health-dental-life insurance		
06/01/2021	Jly Health-Dental-Lf		Monthly health-dental-life insurance	01-General Operating Fund:100- Administration	-5,347.14
			Monthly health-dental-life insurance	01-General Operating Fund:300-Commercial Marina	-4,480.60
			Monthly health-dental-life insurance	01-General Operating Fund:700-South Beach:710-SB Customer Service	-2,678.50
			Monthly health-dental-life insurance	01-General Operating Fund:700-South Beach:760-SB Operations	-4,470.74
			Monthly health-dental-life insurance	01-General Operating Fund:500-International Terminal	-1,792.24
TOTAL					<u>-18,769.22</u>
06/11/2021	46359	Spiro Landscaping Inc	PO710240: weekly mowing		
05/27/2021	00026274		PO710240: weekly mowing	01-General Operating Fund:700-South Beach:760-SB Operations	-1,220.00
TOTAL					<u>-1,220.00</u>
06/11/2021	46360	Staples			
05/31/2021	3478555941		PO720013: office supplies	01-General Operating Fund:700-South Beach:710-SB Customer Service	-121.74
05/31/2021	3478555937		PO10113: office supplies	01-General Operating Fund:100- Administration	-131.78
05/31/2021	3478555944		PO720013: office supplies	01-General Operating Fund:700-South Beach:710-SB Customer Service	-28.19
05/31/2021	3478555938		PO10119: office supplies	01-General Operating Fund:100- Administration	-95.54
05/31/2021	3478555934		PO10110: offices supplies	01-General Operating Fund:100- Administration	-90.42
05/31/2021	3478555942		PO720013: office supplies	01-General Operating Fund:700-South Beach:710-SB Customer Service	-16.80
05/31/2021	3478555945		PO720013: office supplies	01-General Operating Fund:700-South Beach:710-SB Customer Service	-17.83
TOTAL					<u>-502.30</u>
06/11/2021	46361	Streamline	Website monthly fee		
06/01/2021	AC7C0FE6-0007		Website monthly fee	01-General Operating Fund:100- Administration	-450.00
TOTAL					<u>-450.00</u>
06/11/2021	46362	Suburban Propane			
05/25/2021	1568-103903CM 05 21		Propane delivery	01-General Operating Fund:300-Commercial Marina	-214.66
05/31/2021	1568-103888 5/21 SB		Propane - Acct #1568-103888 SB delivery 5/4/2021 104300	01-General Operating Fund:700-South Beach:760-SB Operations	-115.66
TOTAL					<u>-330.32</u>

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Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46363	Summit Public Relations Strat LLC	Communication support services - April-May 2021		
06/01/2021	721		Communication support services - April-May 2021	01-General Operating Fund:100- Administration	-1,950.00
TOTAL					-1,950.00
06/11/2021	46364	T & L Septic Tank Service			
04/26/2021	152884		Chemical toilet rental - Bay Front 4/26/21-5/25/21	01-General Operating Fund:300-Commercial Marina	-280.00
04/26/2021	152885		Chemical toilet rental - Bay Front- Special Service Toilets	01-General Operating Fund:300-Commercial Marina	-350.00
04/26/2021	152886		Chemical toilet rental - Marina Store - 4/26/2021-5/25/2021	01-General Operating Fund:700-South Beach:760-SB Operations	-80.00
04/26/2021	152887		Chemical toilet rental - SB Marina & RV Park - South restroom 4/26/20...	01-General Operating Fund:700-South Beach:760-SB Operations	-80.00
04/26/2021	152888		Chemical toilet rental - Marina & RV Park - 4/26/2021-5/25/2021	01-General Operating Fund:700-South Beach:760-SB Operations	-80.00
04/26/2021	152890		Chemical toilet rental - Marina- Dry camp/boat launch 4/26/2021-5/25/2...	01-General Operating Fund:700-South Beach:760-SB Operations	-80.00
04/26/2021	152889		Chemical toilet rental - NIT-Chemical toilet rental - NIT - 4/26/2021-5/2...	01-General Operating Fund:500-International Terminal	-80.00
TOTAL					-1,030.00
06/11/2021	46365	TCB Security Services Inc.	Monthly security		
06/01/2021	231470		Monthly security	01-General Operating Fund:300-Commercial Marina	-2,116.95
			Monthly security	01-General Operating Fund:700-South Beach:710-SB Customer Service	-2,116.95
			Monthly security	01-General Operating Fund:700-South Beach:760-SB Operations	-2,116.95
			Monthly security	01-General Operating Fund:500-International Terminal	-1,121.15
TOTAL					-7,472.00
06/11/2021	46366	Thompson's Sanitary Service Inc			
05/31/2021	13499 2021-05		Trash disposal - PD7	01-General Operating Fund:300-Commercial Marina	-1,158.28
05/31/2021	12058 2021-05		Trash disposal - NIT	01-General Operating Fund:500-International Terminal	-2,206.52
05/31/2021	12514 2021-05		Trash disposal - SBOP	01-General Operating Fund:700-South Beach:760-SB Operations	-4,475.60
TOTAL					-7,840.40
06/11/2021	46367	Timothy Saucerman	Refund for cxl'd reservation-CC change		
05/31/2021	Herc #9187894		Hercules Reservation #9187894Refund for cxl'd reservation-CC change	01-General Operating Fund:700-South Beach	-34.42
TOTAL					-34.42
06/11/2021	46368	US Foods - Chef'Store	PO7710298: breakroom supplies		
05/19/2021	012000013119		PO710298: breakroom supplies	01-General Operating Fund:700-South Beach:760-SB Operations	-112.92
TOTAL					-112.92
06/11/2021	46369	Voya (State of Oregon Plan)	Monthly Employee Contributions		
05/01/2021	2021-05		Durkee, James (8024)	01-General Operating Fund:100- Administration	-50.00
TOTAL					-50.00
06/11/2021	46370	Western States Electrical Const Inc	SB Marina electric load centers progress billing to 4/29/2021		
05/25/2021	19889		SB Marina electric load centers progress billing to 4/29/2021	01-General Operating Fund:700-South Beach:760-SB Operations	-2,511.00
TOTAL					-2,511.00

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Date	Num	Name	Memo	Class	Paid Amount
06/11/2021	46353	Yaquina Boat Equipment Inc			
05/26/2021	39827		PO 710297-SS 1 1/4" 40 pipe, SS 304 flatbar 1/4" x 1 1/2	01-General Operating Fund:700-South Beach:760-SB Operations	-380.17
06/02/2021	39853		PO 710297-SS 1 1/4" 40 pipe, SS 304 flatbar 1/4" x 1 1/2	01-General Operating Fund:700-South Beach:760-SB Operations	-33.17
TOTAL					-413.34
06/11/2021	46371	Business Oregon - IFA	Loan #L12005		
06/01/2021	L12005 2021		Loan L12005	01-General Operating Fund:500-International Terminal	-128,237.81
			Loan L12005	01-General Operating Fund:500-International Terminal	-89,973.84
TOTAL					-218,211.65
06/18/2021	46372	ACE Hardware Inc	PO 30283- XL gloves, 3 pk LG gloves, lithium battery 2450		
06/11/2021	5106/1		PO 30283-lithium battery 2450x2	01-General Operating Fund:300-Commercial Marina	-13.98
			XL glovesx3	01-General Operating Fund:300-Commercial Marina	-26.97
			3 pk LG glovesx2	01-General Operating Fund:300-Commercial Marina	-25.98
TOTAL					-66.93
06/18/2021	46373	Amazon Capital Services Inc			
06/07/2021	1LG7-NV13-TK61		PO 710311-Casting Epoxy	01-General Operating Fund:700-South Beach:760-SB Operations	-480.00
06/07/2021	149K-VN73-Q9D3		SB office supplies, staplers, Waterproof lables	01-General Operating Fund:700-South Beach:710-SB Customer Service	-40.25
06/10/2021	1LDK-LHKY-KVX4		PO10125: office supplies	01-General Operating Fund:100- Administration	-5.88
06/14/2021	19TF-RDYJ-JRW6		PO710314-Emergency Eye Wash Station, safety glasses	01-General Operating Fund:700-South Beach:760-SB Operations	-149.12
06/15/2021	174X-9GHP-GJYD		PO10121- 600 watt power supply	01-General Operating Fund:100- Administration	-179.97
TOTAL					-855.22
06/18/2021	46374	Business Oregon - OBDD	Loan 655-36-02, Q10001		
06/17/2021	655-36-02 Jly 2021		Loan 655-36-02, Q10001	01-General Operating Fund:500-International Terminal	-5,641.20
			Loan 655-36-02, Q10001	01-General Operating Fund:500-International Terminal	-2,158.80
TOTAL					-7,800.00
06/18/2021	46375	Century Link			
06/05/2021	541-265-7758-840B		Telephone-Monthly Charges Acct #541-265-7758 840B	01-General Operating Fund:100- Administration	-220.30
06/05/2021	541-265-9651-245B		Telephone-Monthly Charges Acct #541-265-9651 245B	01-General Operating Fund:500-International Terminal	-201.70
TOTAL					-422.00
06/18/2021	46376	Copeland Lumber Yards Inc	PO 710317-Tevack tape, caulk, sandpaper		
06/11/2021	2106-086173		PO 710317-Tevack tape, caulk, sandpaper	01-General Operating Fund:300-Commercial Marina	-73.98
TOTAL					-73.98
06/18/2021	46377	Deanna K Davis	Reimburse for lunch provided during front office coverage		
06/15/2021	Reimbursement		Reimburse for lunch provided during front office coverage	01-General Operating Fund:100- Administration	-16.85
TOTAL					-16.85

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Date	Num	Name	Memo	Class	Paid Amount
06/18/2021	46378	Design Space Modular Buildings PNW LP	Temporary office rental		
04/09/2021	1186647-IN		Temporary office rental	01-General Operating Fund:100- Administration	-877.00
TOTAL					-877.00
06/18/2021	46379	Englund Marine Supply Co Inc			
06/04/2021	981709/6		PO30279-T-Bolt hose clamp x6	01-General Operating Fund:300-Commercial Marina	-33.96
06/11/2021	982014/6		PO30284: JB Weld -Epoxy	01-General Operating Fund:300-Commercial Marina	-6.56
06/17/2021	982215/6		PO 710321 - Gloves, brass nipple	01-General Operating Fund:700-South Beach:760-SB Operations	-85.78
TOTAL					-126.30
06/18/2021	46380	Fastenal Company Inc	PO10128-wall anchors to hang wall pockets		
06/16/2021	ORNEW145302		PO10128-wall anchors to hang wall pockets	01-General Operating Fund:300-Commercial Marina	-2.87
TOTAL					-2.87
06/18/2021	46381	G & K Floors	Janitorial services - Port office and SB		
06/01/2021	060121		Janitorial services - SB	01-General Operating Fund:700-South Beach:710-SB Customer Service	-3,760.00
			Janitorial services - Port office	01-General Operating Fund:100- Administration	-200.00
TOTAL					-3,960.00
06/18/2021	46382	Hyak	PO 30269- Radio link the hoist shack W/labor & travel		
06/16/2021	26621		PO 30269- Radio link the hoist shack W/labor & travel	01-General Operating Fund:100- Administration	-550.00
TOTAL					-550.00
06/18/2021	46383	MacPherson Gintner & Diaz	Legal services		
05/31/2021	81921 2021-05		Legal services	01-General Operating Fund:100- Administration	-2,962.50
TOTAL					-2,962.50
06/18/2021	46384	Mark Harris	Employee reimbursement - postage		
06/15/2021	Postage Reimburse		Employee reimbursement - postage	01-General Operating Fund:700-South Beach:710-SB Customer Service	-26.35
TOTAL					-26.35
06/18/2021	46385	Newport Rental Service			
06/15/2021	128103		PO 50138-Mower blades	01-General Operating Fund:500-International Terminal	-27.98
			mandrel kits	01-General Operating Fund:500-International Terminal	-65.98
06/16/2021	128141		PO 50140-Bolt for mower blade	01-General Operating Fund:500-International Terminal	-5.99
06/16/2021	128117		PO 50139-drive belt pulleys for riding mower	01-General Operating Fund:500-International Terminal	-15.98
TOTAL					-115.93
06/18/2021	46386	Newport News-Times	Notice of Possessory Lien		
06/04/2021	06-04 public notice		Notice of Possessory Lien	01-General Operating Fund:700-South Beach:760-SB Operations	-134.30
TOTAL					-134.30

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Date	Num	Name	Memo	Class	Paid Amount
06/18/2021	46387	Platt Electric Supply Inc	PO30277-Load center replacement kit		
06/02/2021	1Q38987		PO30277-Load center replacement kit PO30277-Load center replacement kit	01-General Operating Fund:300-Commercial Marina 01-General Operating Fund:300-Commercial Marina	-66.01 -50.00
TOTAL					-116.01
06/18/2021	46388	Suburban Propane	Propane - Acct #1568-103903 CM		
06/15/2021	1568-103903 6/21		Propane - Acct #1568-103903 CM	01-General Operating Fund:300-Commercial Marina	-180.50
TOTAL					-180.50
06/18/2021	46389	T & L Septic Tank Service	PO 50134-pump out		
06/09/2021	169129		PO 50134-pump out	01-General Operating Fund:500-International Terminal	-450.00
TOTAL					-450.00
06/18/2021	46390	Thompson's Nursery LLC	PO710318: landscape plants		
06/18/2021	947014		PO710318: landscape plants	01-General Operating Fund:700-South Beach:760-SB Operations	-450.00
TOTAL					-450.00
06/18/2021	46391	Toyota Industries Commercial Finance Inc	Debt service - 2017 CM Forklift		
06/08/2021	4003162902		2017 CM Forklift - Principal 2017 CM Forklift - Interest	01-General Operating Fund:300-Commercial Marina 01-General Operating Fund:300-Commercial Marina	-621.60 -37.95
TOTAL					-659.55
06/18/2021	46392	Troyer's Marine Supply	PO30268: bolts, nuts, washers		
06/05/2021	254853		PO30268: bolts, nuts, washers	01-General Operating Fund:300-Commercial Marina	-35.46
TOTAL					-35.46
06/18/2021	46393	TWGW Inc NAPA Auto Parts	PO 710316-Brake cleaner, wire strippers		
06/11/2021	884120		PO 710316-Brake cleaner, wire strippers	01-General Operating Fund:700-South Beach:760-SB Operations	-82.22
TOTAL					-82.22
06/18/2021	46394	Ultra Life Cafe	PO 10114-110115 -Boxed lunches for CPR training		
06/15/2021	000090		PO 10114-110115 -Boxed lunches for CPR training	01-General Operating Fund:100- Administration	-290.00
TOTAL					-290.00
06/18/2021	46395	US Foods - ChefStore			
06/15/2021	1230130074		PO 50136: breakroom supplies	01-General Operating Fund:700-South Beach:760-SB Operations	-89.82
06/15/2021	1230130086		PO 710320: breakroom supplies	01-General Operating Fund:700-South Beach:760-SB Operations	-127.62
TOTAL					-217.44

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Date	Num	Name	Memo	Class	Paid Amount
06/18/2021	46396	Wells Fargo Financial Leasing	603-0208292 Copier Leases		
06/05/2021	5015416264		603-0208292 Copier Leases - North Office 603-0208292 Copier Leases - SB Office	01-General Operating Fund:100- Administration 01-General Operating Fund:700-South Beach:710-SB Customer Service	-141.50 -141.50
TOTAL					-283.00
06/18/2021	46397	Willard Osborn	SB Marina Refund		
06/11/2021	8964672		Res # 8964672- Refund SB Marina	01-General Operating Fund:700-South Beach	-775.62
TOTAL					-775.62
06/18/2021	46398	Ann Tarr	Employee reimbursement - first aid/CPR training		
06/18/2021	Reimburse		Walmart: beverages for first aid/CPR trainings JC Market: beverages for first aid/CPR trainings JC Market: donuts for first aid/CPR trainings JC Market: donuts for first aid/CPR trainings	01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration 01-General Operating Fund:100- Administration	-45.10 -1.68 -12.19 -23.67
TOTAL					-82.64
06/28/2021	46399	Amazon Capital Services Inc	Office supplies		
06/19/2021	1K71-19LM-TJHF		Office supplies	01-General Operating Fund:100- Administration	-23.97
TOTAL					-23.97
06/28/2021	46400	Ann Tarr	Employee reimbursement - safety committee lunch		
06/23/2021	Reimburse		Employee reimbursement - safety committee lunch	01-General Operating Fund:100- Administration	-55.03
TOTAL					-55.03
06/28/2021	46401	Barrelhead Supply Inc	PO710301-2 each 7.5 cu ft poly wheelbarrows		
06/22/2021	306195		PO710301-7 each 7.5 cu ft poly wheelbarrows	01-General Operating Fund:700-South Beach:760-SB Operations	-1,225.00
TOTAL					-1,225.00
06/28/2021	46402	Central Coast Excavating Inc	Storm drain replacement - South Beach fuel dock & restroom area		
06/20/2021	2021-06-21		Storm drain replacement - South Beach fuel dock & restroom area	01-General Operating Fund:700-South Beach:760-SB Operations	-15,028.00
TOTAL					-15,028.00
06/28/2021	46403	Central Lincoln PUD	SBM temp dock		
05/28/2021	302612071-05-21		SBM temp dock	01-General Operating Fund:500-International Terminal	-48.45
TOTAL					-48.45
06/28/2021	46404	Copeland Lumber Yards Inc	PO30285: restroom supplies		
06/21/2021	2106-091826		PO30285: restroom supplies	01-General Operating Fund:300-Commercial Marina	-8.28
TOTAL					-8.28

**PON - General Operatind Fund
Accounts Paid Report
June 2021**

Date	Num	Name	Memo	Class	Paid Amount
06/28/2021	46405	Creative Landscape & Maintenance	Landscape maintenance - 04/21, 05/21		
06/11/2021	1145-1070		Landscape maintenance - 04/21, 05/21	01-General Operating Fund:100- Administration	-1,170.00
TOTAL					-1,170.00
06/28/2021	46406	Dahl & Dahl Inc	PO 50142-dispose of rotten pallets		
06/17/2021	274898		PO 50142-dispose of rotten pallets	01-General Operating Fund:500-International Terminal	-114.54
TOTAL					-114.54
06/28/2021	46407	Doug's Electric Inc	PO710289- Repair to A Dock electric		
06/16/2021	C35842F		PO710289- Repair to A Dock electric	01-General Operating Fund:700-South Beach:760-SB Operations	-6,204.00
TOTAL					-6,204.00
06/28/2021	46408	EARTH20	Bottled water		
06/22/2021	343322		Bottled water	01-General Operating Fund:300-Commercial Marina	-73.40
TOTAL					-73.40
06/28/2021	46409	Fred Meyer Customer Charges			
05/20/2021	238657		PO710299- Duct tape for RV/Marina Office	01-General Operating Fund:700-South Beach:710-SB Customer Service	-55.93
06/24/2021	0238834		PO710327-Printer Ink	01-General Operating Fund:700-South Beach:760-SB Operations	-199.92
TOTAL					-255.85
06/28/2021	46410	G & K Floors	Janitorial services - Port office and SB		
06/20/2021	070121		Janitorial services - SB Janitorial services - Port office	01-General Operating Fund:700-South Beach:710-SB Customer Service 01-General Operating Fund:100- Administration	-3,760.00 -200.00
TOTAL					-3,960.00
06/28/2021	46411	Les Schwab Tire Center Inc	PO30282: casters, bushings, bearings		
06/21/2021	72500464313		PO30282: casters, bushings, bearings	01-General Operating Fund:300-Commercial Marina	-659.48
TOTAL					-659.48
06/28/2021	46412	Lincoln County Clerk	Special Election Costs - May 18, 2021		
06/11/2021	Election		Special Election Costs - May 18, 2021	01-General Operating Fund:100- Administration	-3,658.00
TOTAL					-3,658.00
06/28/2021	46413	Mark Brown	Employee reimbursement - coffee for office		
06/21/2021	Reimbursement		Employee reimbursement - coffee for office	01-General Operating Fund:100- Administration	-69.98
TOTAL					-69.98

**PON - General Operatind Fund
Accounts Paid Report
June 2021**

Date	Num	Name	Memo	Class	Paid Amount
06/28/2021	46414	Mark Harris	Employee reimbursement - breakroom supplies		
06/23/2021	Reimburse		Employee reimbursement - breakroom supplies	01-General Operating Fund:100- Administration	-37.22
TOTAL					-37.22
06/28/2021	46415	NW Natural			
06/17/2021	1584562-1 6-21		SB gas	01-General Operating Fund:700-South Beach:710-SB Customer Service	-171.12
06/17/2021	1584561-3 6-21		SB gas - shop	01-General Operating Fund:700-South Beach:760-SB Operations	-52.14
TOTAL					-223.26
06/28/2021	46416	Pacific Coast Lock & Safe LLC	PO710324-Re-key SB Shop		
06/23/2021	10524		PO710324-Re-key SB Shop	01-General Operating Fund:700-South Beach:760-SB Operations	-270.00
TOTAL					-270.00
06/28/2021	46417	Platt Electric Supply Inc			
06/16/2021	1Q94884		PO710315: RV receptacles, ground lugs	01-General Operating Fund:700-South Beach:760-SB Operations	-2,015.51
06/21/2021	1R87208		PO710323- 30 amp recepticals	01-General Operating Fund:700-South Beach:760-SB Operations	-120.54
06/21/2021	1R43529		PO710226: GFI breakers	01-General Operating Fund:700-South Beach:760-SB Operations	-4,648.65
06/22/2021	1R96282		PO 710323-30 amp recepticals	01-General Operating Fund:700-South Beach:760-SB Operations	-99.90
TOTAL					-6,884.60
06/28/2021	46418	Suburban Propane	Propane - Acct #1568-103888 SB Delivery 5/4/21 104300		
06/08/2021	1568-103888 6/21 SB		Propane - Acct #1568-103888 SB delivery 6/8/2021 134191	01-General Operating Fund:700-South Beach:760-SB Operations	-251.28
TOTAL					-251.28
06/28/2021	46419	Verizon Wireless	Port cell phones and MiFi		
06/12/2021	9881789264		Monthly cell phone - Admin	01-General Operating Fund:100- Administration	-80.96
			Monthly cell phone - CM	01-General Operating Fund:300-Commercial Marina	-53.90
			Monthly cell phone - NIT	01-General Operating Fund:500-International Terminal	-74.08
			Monthly cell phone - SB	01-General Operating Fund:700-South Beach:760-SB Operations	-60.91
			Monthly plan	01-General Operating Fund:100- Administration	-134.75
TOTAL					-404.60

**NOAA Lease Revenue Fund
Check Detail
June 2021**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
06/28/2021		AVS Elevator LLC	QuickBooks generated zero amount transaction for bill payment stub	
06/07/2021	4987	AVS Elevator LLC	Perform quarterly service	0.00
TOTAL				0.00
06/24/2021	EFT	Central Lincoln PUD	302612069-06-21 - Electric-Lease Property (Formerly Yaquina Bay F...	
06/04/2021	302612069-06-21		302612069-06-21 - Electric-Lease Property (Formerly Yaquina Bay Fruit ...	-515.19
TOTAL				-515.19
06/11/2021	15165	Amazon Capital Services Inc	A1FGJV116UT7J7	
06/02/2021	19H3-YKMH-167G		PO60059-Rechargeable Battery 12V for HazMat Bldg Fire Panel	-37.99
TOTAL				-37.99
06/11/2021	15166	Northwest Fire Suppression Inc	Semi-annual FM-200 suppression system inspection	
06/03/2021	30712		Semi-annual FM-200 suppression system inspection	-1,505.00
TOTAL				-1,505.00
06/11/2021	15167	Pioneer Connect	bus-159375	
06/01/2021	159375 5/2021		Phone	-228.46
TOTAL				-228.46
06/11/2021	15168	Platt	10333	
05/25/2021	1P47058/1P51994		PO 600058-3 cases t8 lamps, 30 pk-28 W alto	-394.20
TOTAL				-394.20
06/11/2021	15169	Special Districts Insurance Services	Monthly health-dental-life insurance	
06/01/2021	J Health-Dental-Lf		Monthly health-dental-life insurance	-896.12
TOTAL				-896.12

**NOAA Lease Revenue Fund
Check Detail
June 2021**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
06/11/2021	15170	Spiro Landscapes Inc	Landscape maintenance	
05/25/2021	00026227		Landscape maintenance - monthly service	-450.00
TOTAL				-450.00
06/11/2021	15171	Thompsons Sanitary Service	Trash disposal	
05/31/2021	22644 2021-05		Trash disposal	-424.80
TOTAL				-424.80
06/28/2021	15172	Norton Corrosion Limited LLC	003853	
06/17/2021	256886		PO 60053- 2021 Inspection Cathodic Protection System	-2,678.00
TOTAL				-2,678.00
06/28/2021	15173	Verizon Wireless	Phone Charges and Mifi	
06/12/2021	9881789264		Phone Charges and Mifi	-27.06
TOTAL				-27.06

OLD BUSINESS ITEM

DATE: *July 27, 2021*
RE: *Foulweather Trawl – Lease Amendment and Extension*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

Foulweather Trawl, LLC (Tenant) has been a Port tenant at NIT since October 1, 2010. The Term of the Lease expired on September 30, 2020. However, the Tenant has remained as a month-to-month tenant.

Tenant wishes to extend the term of the lease, as well as lease additional property. Tenant has been a good standard tenant.

This Lease Amendment and Extension provides for 2 additional extensions of 3 years each and also another 55,780 sq.ft. of land for tenant's net business use. The lease also clarifies security cost obligations.

RECOMMENDATION

I recommend "a motion allowing the General Manager to execute the Lease Amendment and Extension to Foulweather Trawl, LLC, as attached."

FOULWEATHER TRAWL, LLC LEASE AMENDMENT AND EXTENSION

RECITALS

1. Tenant, Foulweather Trawl, LLC, entered into a Lease Agreement with Landlord, Port of Newport, for the lease period of October 1, 2010 to September 30, 2015. On September 11, 2015 the Lease was extended for another 5 years through September 30, 2020.
2. By the terms of the lease, unless a renewal occurs, the lease agreement will expire. However, the Lease has continued on a month to month basis.
3. Landlord and Tenant desire to maintain a leasehold relationship.

NOW, THEREFORE, THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. The above referenced original Lease and any modifications thereto resulting in the present status quo between Landlord and Tenant be and are hereby affirmed. As a result, the existing lease arrangement shall be extended for a period of 5 years from October 1, 2021 through and including September 30, 2025.
2. Tenant is granted two (2) additional extensions of three (3) years each, providing Tenant is not in default.
3. Effective July 1, 2021, the Base Rent for the first year of the renewal term shall be \$2,132.48. Base Rent shall be increased at an annual rate of 10% for this renewal term. Base Rent for future extensions shall be evaluated for market rate. Should market rate be reached, annual increases for extensions shall be as provided in the original lease. Market rate for this purpose shall be based on comparable rental rates for similar properties in the Newport area.
4. Tenant agrees to Lease an additional 55,780 sq. ft. property from the Port, as seen on the Attachment A-2 (Additional Premise). Tenant is fully responsible for the maintenance of the Additional Premises. The Additional Premises together with the original Premises will become the new Premises.
5. The Base Rent for the Additional Premises shall be \$19,523 annually paid monthly in equal installments of \$1,626.92, which is equivalent to the square footage times \$0.35 per square foot per year (55,780 x \$0.35). Annual increases for the Additional Premises shall follow annual increases as stipulated under the original Lease.
6. So long as the Port is providing Tenant with a monitored security, Tenant agrees to reimburse the Port for such security, as a passthrough. Current monthly charges are \$41.99.
7. The remainder of said lease agreement as described above shall remain in full force and effect, save and except that the provision with regard to renewal is modified herein.

IN WITNESS WHEREOF, the parties have executed this Lease Extension on the date first above written.

LANDLORD

TENANT

PORT OF NEWPORT

FOULWEATHER TRAWL, LLC

By: _____
Paula J. Miranda, Port Manager

By: _____
Sara Skamser, Owner

Date: _____

Date: _____

Exhibit A-2



OLD BUSINESS ITEM

DATE: *July 27, 2021*
RE: *Memorandum of Understanding - Goplen*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

As I have brought up before, the Port has been working with the Department of State Lands (DSL) for some time regarding the lease for Port Dock 1. It all started with a request to amend the premises to our lease with DSL for Port Dock 1, because of a change made to assist Webster's dock development next door. When we applied for the amendment, DLS could not locate a lease, which historically is not unusual for many ports, as in many cases some of our infrastructure have been in place, since before the existence of DSL. The Port has owned this dock for over 100 years.

Since the Port no longer owns the upland property (now Clearwater Restaurant), the current upland owner shall have the first right to enter into a lease with DSL. Although the Port reserved the rights under the original deed when the property was sold, DSL did not recognize that. According to DSL, after consulting with the Department of Justice (who oversees all their legal documents), they came to the conclusion that the agreement was between the Port and the property owner and it does not apply directly to DSL. They gave us a few alternatives, which would include the upland owner entering into a lease with DSL and subleasing it to the Port; or the property owner to renounce its rights to the lease, which DSL would make a global offer for the use of the property to everybody. In that case they could enter into an agreement with whoever provides the best offer (most lucrative). It could be a gamble, where the port could easily not get the lease. The other alternative DSL proposed was to enter into a Public Facility License. The problem is a Public Facility License does not allow for commercial uses, which is definitely not a good alternative for the Port.

After much debate with DSL, with thanks to Representative Gomberg's staff, we figured out that DSL would actually allow an assignment of lease. In this case, the upland owner would have to apply for the lease, and once approved by DSL, assign it to the Port.

At last, the Port and the owners of the upland property (Hans and Janell Goplen dba Clearwater Restaurant) have negotiated a memorandum of understanding that will allow for a smooth transition once the lease with DSL is completed. The attached MOU show the terms of the agreement as negotiated.

RECOMMENDATION

I recommend "a motion allowing the Port of Newport and Hans and Janell Goplen to enter into a Memorandum of Understanding, as attached."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this ____ Day of _____, 2021 (the "Effective Date") by and between **The Port of Newport ("Port")** and **Hans and Janell Goplen ("Goplen")**.

BACKGROUND

WHEREAS, the Port is the owner of a dock infrastructure known as "Port Dock 1" lying on submerged/submersible lands owned by the State through the Department of State Lands (DSL).

WHEREAS, Goplen is the upland owner lying in front of the Northwest portion of Port Dock 1, as depicted on Exhibit A.

WHEREAS, the Port has reserved the first right to lease the submerged and submersible land as disclosed in Warranty Deed recorded June 30, 1987, Book 183, Page 494, Lincoln County Records (the "Original Lease").

WHEREAS, now the Port wishes to directly lease from DSL all portions of submersible and submergible land required to maintain and operate Port Dock 1.

WHEREAS, through its rules, DSL must first offer a lease to the upland owner of their property.

WHEREAS, DSL will allow for an assignment of lease once upland owner has accepted the offering.

WHEREAS, Goplen wishes to maintain a lease for that portion of DSL's property described as "Clearwater DSL Lease" under Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **DSL Lease** - The Port and Goplen agree to the following:
 - 1.1 Goplen will apply for the lease with DSL to include the submerged and submersible properties within the area described as Port Dock 1 as shown under Exhibit A (Port DSL Lease.) The Port will pay for all required application fees.
 - 1.2. Once leasehold is granted, Goplen shall immediately assign the lease to the Port by completing the Waterway Lease Assignment, as shown on the attached as Exhibit B.

EXTENSION, MODIFICATION AND TERMINATION

2. **Extension, Modifications and Termination**
 - 2.1 While the Original Deed reserved to the Port the first right to lease the submerged and submersible land, Goplen may be allowed from time to time to modify its uses and the footprint of the Clearwater DSL Lease upon approval by DSL and the Port.

Such modifications shall not interfere with the uses of Port Dock 1. Goplen shall pay for any DSL fees required for such modifications.

- 2.2 The Port shall be allowed from time to time to modify its uses and the footprint of the Port DSL Lease upon approval by DSL and by Clearwater, which shall not be unreasonably withheld and does not interfere with the uses of Clearwater.
- 2.3 This MOU may be terminated by unanimous agreement of both Parties.

MODIFICATIONS; ASSIGNMENT

3.0 Modifications; Assignment

3.1 This MOU may be modified from time to time by agreement of the Parties. Such modifications, or any waiver of any terms of this MOU, must be in writing and must be agreed to by both Parties at the time of the modification or waiver.

3.2 The Port or Goplen may assign their rights in this MOU to another person or entity but only: in connection with a concurrent assignment or transfer or sale to such person or entity and upon approval by either party, which shall not be unreasonably withheld.

4.0 Notices

For the Port of Newport:

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

For Goplen

Hans and Janell Goplen
611 SE 3rd St.
Newport, OR 97365

5.0 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.

6.0 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: _____

Its: _____

HANS GOPLEN

JANELL GOPLEN

EXHIBIT A



Exhibit B
“Waterway Lease Assignment”



Waterway Lease Assignment Application

DATE RECEIVED:

(West of the Cascade Crest)
WESTERN REGION
Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279
503-986-5200
FAX: 503-378-4844

www.oregon.gov/dsl

Mail the completed form with the \$750.00 Non-Refundable Application fee, made payable to Department of State Lands.

(East of the Cascade Crest)
EASTERN REGION
Department of State Lands
1645 NE Forbes Road, Suite 112
Bend, OR 97701
541-388-6112
FAX: 541-388-6480

1 - ASSIGNEE/APPLICANT INFORMATION

Department of State Lands Lease No. _____	
Assignee's Name and Address: _____ _____ _____	Business Phone: _____ Home Phone: _____ Fax: _____ Email Address: _____
Co-Assignee's Name and Address: _____ _____ _____	Business Phone: _____ Home Phone: _____ Fax: _____ Email Address: _____
Authorized Agent Name and Address: _____ _____ _____	Business Phone: _____ Home Phone: _____ Fax: _____ Email Address: _____

2 - BUSINESS INFORMATION

LIMITED LIABILITY COMPANY: Complete the following

Do you have authority from the Oregon Secretary of State to do business in the State of Oregon?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the LLC presently in good standing with the Oregon Secretary of State?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
In what state is the LLC primarily domiciled? _____		
Are the LLC name and the Oregon business address the same as stated in this application?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If no, state the legal Name: _____		
Address: _____	City: _____	STATE: _____ ZIP: _____

Additionally, a LIMITED LIABILITY COMPANY must submit the following with the application:

- A certified copy of the company's Articles of Organization
- A copy of the company's operating agreement

CORPORATION: Complete the following:

Do you have authority from the Oregon Secretary of State to do business in the State of Oregon? Yes No
 Is the corporation presently in good standing with the Oregon Secretary of State? Yes No
 In what state are you incorporated? _____
 Are the legal corporation name and Oregon business address the same as stated in this application? Yes No
 If no, state the legal Corporate Name: _____
 Address: _____ City: _____ || STATE: _____ || ZIP: _____

Please submit your Articles of Incorporation with Application

PARTNERSHIP OR JOINT VENTURE: Complete the following

NAME	BUSINESS ADDRESS	PERCENT SHARE	DIVISION

TRUST: Complete the following for each beneficiary of the Trust:

NAME	BUSINESS ADDRESS

OR identify the Trust document by title, document number, and county where document is recorded:

TITLE	DOCUMENT NUMBER	COUNTY

A resolution that the individual designated to sign is authorized to act on behalf of the company in this matter.

3 – ASSIGNEE/APPLICANT SIGNATURE

Application is hereby made for the assignment of the lease identified above. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority to undertake the authorized use stated in the lease. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining assignment of the lease before commencing use of the state land. I understand that payment of the required state non-refundable application fee does not guarantee the state will consent to assignment of the lease.

 Applicant Signature Title Date

I appoint the person named below to act as my duly authorized agent.

 Print /Type Name Title

 Authorized Agent Signature Date

OLD BUSINESS

DATE: July 21, 2021
RE: PD5 & 3 Electrical Project
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

We are still awaiting the UL Listing for the power pedestals. In order to get the order in and allow the manufacturer to place the order for materials, we requested to make an agreement with Eaton (the manufacturer) to absolve the Port of responsibility to pay until we receive the UL Listed pedestals.

DETAIL

Eaton is the sole source for marine power pedestals with the SmartPlug, which is a higher quality and safer outlet and plug than the older twist-lock devices that many uses in the marina and RV industry. The smart plug is an exponentially improved design over the twist lock, which has remained unchanged since it was introduced in 1938.

Since the beginnings of planning this project, we have intended to upgrade to the SmartPlug, and although the plug itself has an ETL listing (which makes the plug safe for use in the US), the pedestal with the plug installed does not have a listing. United Laboratories is currently in the process of listing the pedestal. Eaton expects the pedestal to earn a listing this year.

We have waited to place the order due to the fact that we can't control whether or not the pedestal gets UL listed, and we can't install the pedestals unless there is a listing. Because electrical supplies are currently critical and the time for ordering parts is extended due to supply chain disruptions, we will be best served to get the order place so the manufacturer can stock up on GFI breakers to fill the order. To mitigate risk to the Port, after consultation with our lawyer, the following caveat was negotiated with Eaton for the order:

“This order is contingent upon the requested marine power pedestal earning a UL listing. If the Port of Newport does not receive the full order of UL-listed marine power pedestals prior to 01 July, 2022 the Port shall have the option to delay the order further or cancel the order and be refunded any amount already paid, and be relieved of any obligation to pay for supplies or services to the manufacturer and Eaton in relation to this order.”

Eaton will not bill the Port until the Port is in receipt of UL listed power pedestals.

BUDGET IMPACTS

This order fits within the project budget for pedestals.

RECOMMENDATION

I RECOMMEND A MOTION APPROVING THE GM TO CONTRACT WITH EATON, WHO IS THE SOLE SOURCE FOR THIS POWER PEDESTAL, TO PURCHASE 58 MARINE POWER PEDESTALS IN AN AMOUNT NTE \$114,630.40.

NEW BUSINESS ITEM

DATE: April 22, 2021
RE: Intergovernmental Agreement with Oregon State Marine Board
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Oregon State Marine Board has commenced a program to begin providing funding to Ports for abandoned and derelict vessel removal. They have some limited funds for Ports to get reimbursed after disposing of abandoned and derelict vessels, but to acquire the funds, they want those Ports to agree to comply with the Clean Marina standards and best practices for marina management.

DETAIL

The Port complies with the Clean Marina Standards, and to attain the funds through the Oregon State Marine Board for vessel disposal, we may need to work more with the Lincoln County Marine Deputies to get vessels owners to maintain registrations. Overall, if we can maintain those standards, we will be in a better place in terms of marina management.

RECOMMENDATION

I RECOMMEND A MOTION TO APPROVE THE ATTACHED INTERGOVERNMENTAL AGREEMENT WITH THE OREGON STATE MARINE BOARD FOR ABANDONED AND DERELICT VESSEL REMOVAL.

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-2123AVRAP-01

This Agreement is between the State of Oregon acting by and through its Oregon State Marine Board (OSMB) (“Agency”) and the Port of Newport (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to Local Government to remove and dispose of, or to contract for the removal and disposal of, abandoned and derelict boats in certified Clean Marinas through Agency’s Abandoned Vessel Removal Assistance Program (AVRAP), and to ensure measures are in place that prevent the proliferation of abandoned and derelict boats in the future. Specific activities and assessments are detailed in “Exhibit C” attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2021, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on May 30, 2026, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB’s Authorized Representative is:

Josh Mulhollem

Policy and Environmental Program Manager, Oregon State Marine Board
435 Commercial St NE Ste. #300
503-586-8080
josh.mulhollem@oregon.gov

4.2 Local Government’s Authorized Representative is:

Aaron T. Bretz

Director of Operations

Port of Newport

600 SE Bay Blvd.
Newport, OR 97365
(541) 265-7758
(541) 961-3904 cell
abretz@portofnewport.com

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A (Statement of Work), attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 **Consideration.** Agency shall reimburse Local Government for the costs of removing and disposing of vessels identified in this Agreement. The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is **\$10,366.00** Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Local Government performs Services subject to the amendment.

6.2 Billing; Payments.

6.2.1 **Invoices.** Local Government shall submit invoices to Agency as set forth in the Statement of Work or, if not set forth therein, to Agency's Agreement Administrator. Local Government may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then no more frequently than once per month for accepted Services. The invoices must describe all Services performed with particularity, including the dates Local Government performed the Services for which it is requesting payment, and by whom the Services were performed and shall itemize and explain all expenses that this Agreement requires Agency to pay and for which Local Government claims reimbursement.

6.2.2 **Payments.** Payments, including interim payments, to Local Government are subject to ORS 293.462, will be made only for completed and accepted Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

6.2.3 **Funds Available and Authorized.** Local Government will not be compensated for Services performed under this Agreement by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and

authorized for expenditure to make payments under this Agreement within Agency's biennial appropriation or limitation. Local Government understands and agrees that Agency's payments under this Agreement are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a Public Port duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of

Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

- 9.1** If any third party makes any claim or brings any action, suit or proceeding arising out of the performance of this Agreement and alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: LOCAL GOVERNMENT DEFAULT

A Party will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** Failure to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by the Party in this Agreement or in any documents or reports relied upon by the other Party is untrue in any material respect when made;

SECTION 11: REMEDIES

- 11.1** In the event Local Government is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 15, (b) reducing or withholding payment for work that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages (provided such damages relate specifically to the removal or disposal of a vessel), specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Notwithstanding the foregoing, Agency's sole remedy for Local Government's failure to implement Best Management Practices, as defined below, shall be to withhold funding from Local Government.
- 11.2** In the event Agency is in default under Section 10 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 14.3.3, or in the event Agency terminates this Agreement under Sections 14.2.1, 14.2.2, 14.2.3, or 14.2.5, Local

Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 11.2, Local Government shall promptly pay any excess to Agency.

SECTION 12: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 13: LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to Local Government;

14.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules,

regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

- 14.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days or, if such cure is not feasible within 15 days, Local Government has not diligently pursued such cure within 15 days, after written notice thereof to Local Government; or
- 14.2.5** As otherwise expressly provided in this Agreement.

14.3 Local Government may terminate this Agreement as follows:

- 14.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 14.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
- 14.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days or, if such cure is not feasible within 15 days, Local Government has not diligently pursued such cure within 15 days, after written notice thereof to Agency; or
- 14.3.4** As otherwise expressly provided in this Agreement.

14.4 This agreement may be terminated if Local Government or Agency terminates its separate agreement with the other party for Professional Development Programs for Oregon Educators - Program Delivery for January 1, 2018 through December 31, 2019.

14.5 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 15: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 16: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 17: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 18: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 19: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 7, 8, 9, 13, 14, and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 20: SEVERABILITY

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

SECTION 21: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 22: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Without limiting the generality of the foregoing, Local Government expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon Local Government's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Local Government shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

SECTION 23: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 24: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 25: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 26: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 27: SUBCONTRACTS

Local Government may, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement, provided that no subcontract shall modify Local Government's obligations under this Agreement.

SECTION 28: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 29: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 30: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, after the completion of the project in its entirety or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 31: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 32: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance) and Exhibit C (Additional Requirements).

SECTION 34: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon State Marine Board

<i>Josh Mulhollem</i> _____ Josh Mulhollem, Environment and Policy Program Mgr.	<u>6/21/21</u> _____ Date
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LOCAL GOVERNEMENT

_____ Name, Title	_____ Date
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EXHIBIT A

STATEMENT OF WORK

1. GENERAL INFORMATION

Local Government agrees to remove from State waters and properly dispose of specified vessel(s) in accordance with all state and federal laws. Additionally, Local Government agrees to adhere to management practices that reduce the probability of future abandoned and derelict vessels occurring within its jurisdiction.

2. SCOPE OF SERVICES (the “Work”)

- a. Local Government shall facilitate the removal and proper disposal of the following vessels currently within its jurisdiction. It is the responsibility of the Local Government to ensure that it has taken all measures necessary to legally dispose of the vessels including gaining ownership through a lien or seizure process.
 1. Vessel #1 - **OR 665 ZK** – 1972 Columbia (manufacturer) Sailboat that is 26 feet long and constructed with a fiberglass hull.
 2. Vessel #2 - **OR 478 ABZ** – 1977 Bayliner (manufacturer) sailboat that is 30 feet long and constructed with a fiberglass hull.
- b. Local Government shall implement the management practices laid out in Exhibit C: Best Management Practices for the Prevention of Abandoned and Derelict Vessels in Year-Round Moorages.

3. Schedule

Removal and disposal of the vessels named above shall occur by August 31, 2021. Upon receipt of documentation of vessel disposal, the local government is eligible for reimbursement from the State Marine Board for an amount not to exceed that specified in Section 6.1 of this agreement.

By November 1, 2021, the local government shall implement the best management practices in Exhibit C. Failure to do so may result in dismissal from the Clean Marina Program and jeopardize future funding from the Marine Board for abandoned vessels and boating facilities.

EXHIBIT B SUBCONTRACTOR INSURANCE

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity

provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

POLLUTION LIABILITY:

Required **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$500,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and

self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C

BEST MANAGEMENT PRACTICES

for the Prevention of Abandoned and Derelict Vessels in Year-Round Moorages

In the past decade, Oregon has seen an increase in the number of abandoned and derelict vessels (ADVs) that are present on waterways and moored at marinas and public ports. These vessels can become very expensive for a marina to dispose of when an owner abandons it and leaves the clean-up for others to manage. In addition, these ADVs pose a serious threat of environmental pollution in most cases so it is vital that all parties involved with managing recreational boating (government agencies and marina managers) take significant steps to curb the problem. Due to the increase in the severity of the issue, the Oregon State Marine Board (OSMB) and other partners have developed some guidance for port and marina management that will help to mitigate the ongoing issue of abandoned boats. Listed below are the best management practices (BMPs) that, if fully implemented, should alleviate some of the problems currently faced by marina managers. The three main elements to this strategy are: an adequate vessel insurance policy to cover salvage and clean-up of oil/fuel spills from vessels moored at marinas, requirements that all vessels moored at marinas are kept in a seaworthy condition at all times, and requirements that all moored recreational vessels must meet registration requirements prescribed in Oregon state law.

Marina policies should:

Insurance

- Require proof of adequate vessel insurance from marina customers and verify that the policy covers the cost of salvage (sometimes referred to as coverage for the boat hull and equipment) in the event of a sinking at the docks, in addition to environmental clean-up activities for an oil or fuel spill.
- Require that a marina customer's insurance policy name the marina owner as a third-party designee and that they provide a copy of the policy declarations page to the marina. This ensures the marina is made aware of any lapses or changes in a policy.

AND/OR

- Ensure that the marina's insurance policy covers the salvage of sunken vessels and clean-up of oil/fuel spills for *any* vessel moored at their facility.
 - Note to marina owners: As a certified Clean Marina, you might be eligible for a discount on your facility's environmental liability insurance, so make sure to investigate this with your insurance company.

Seaworthiness:

- Require all owners mooring vessels at the marina to keep their vessels in a seaworthy condition. Any vessel of concern as identified by either the marina management, a State agency, or local law enforcement shall be required to perform a seaworthiness demonstration. This can be as simple as having a vessel leave the marina under its own power and then return to the docks.
- If seaworthiness cannot be proven, then a vessel owner shall be given no more than 90 days to complete any necessary maintenance to return it to a seaworthy condition. If this cannot be completed, the vessel will need to be removed from the water at the owner's expense.
 - No vessel should be allowed to become derelict at the docks. Vessels should not have multiple tarps covering them unless they are kept adequately secured and in good condition. Accumulation of growing moss topside should not be allowed, and any heavy underwater hull fouling should be addressed (out-of-the-water work). Vessel propulsion systems shall always be maintained in working order and bilge pumps should not have to run continuously to keep vessels afloat.

State Registration

- Marina staff shall perform regular checks on the docks for compliance with state registration requirements. No vessels shall have expired stickers displayed.
 - All owners are required to maintain state registration if their vessel is in Oregon waters, even if the boat is not in use. Additionally, all federally documented recreational boats are required to maintain a valid state registration and display a sticker on the stern of the vessel.
 - Marinas should always maintain a minimum 90% registration compliance rate on the docks and strive for 100% compliance. Delinquent vessel owners should be contacted regularly for compliance follow-up and be given a deadline to comply.
- Marina managers should check that the moorage customer or lessee is the owner listed on the vessel title. If a discrepancy is noted, the marina manager should determine whether there is a valid reason or if the customer or lessee should be referred to the OSMB to properly title the vessel.
- If moorage customers or lessees remain noncompliant, then it is recommended that the applicable County Sheriff's Marine Patrol be contacted and requested to perform an enforcement action.

Process for Implementation of Best Management Practices

- Update moorage rules and customer agreements to include the above items if they are not already part of current marina rules and agreements.
- Use moorage agreements with terms providing the marina with the authority to require an owner to remove the vessel from the water if the boat is not in compliance with required moorage rules and giving authority to the marina to remove a vessel of concern at the owner's expense if they do not comply with a marina order to do so.
- Actively enforce all established moorage rules and complete required follow-up activities for vessels deemed not-in-compliance in a timely fashion.
- Require marina customers and lessees to notify marina management immediately if a vessel is sold and remains at the marina.

NEW BUSINESS ITEM

DATE: *July 27, 2021*
RE: *Port of Toledo – Intergovernmental Agreement*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

The Port of Newport periodically must dispose of derelict vessels, or undertake caretaking activities for unseaworthy boats, which may require storage and services by the Port of Toledo. The two ports have negotiated an agreement, which will set the terms under such services in order to expedite services and avoid misunderstandings.

RECOMMENDATION

I recommend “a motion allowing the General Manager to execute the Intergovernmental Agreement between the Port of Newport and the Port of Toledo, as attached.”

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the Port of Newport and the Port of Toledo both individually without distinction as “Party” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

SECTION 2: EFFECTIVE DATE AND DURATION

This Agreement shall begin on the execution date (“Effective Date”), and shall terminate one year from the Effective Date, unless terminated earlier in accordance with Section 7, and shall renew automatically, for a one year period, unless terminated earlier in accordance with Section 7.

SECTION 3: PURPOSE

The Port of Newport periodically must dispose of derelict vessels, or undertake caretaking activities for unseaworthy boats, which may require storage and services by the Port of Toledo. This Agreement will set the terms under such services.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 PORT OF NEWPORT’S AUTHORIZED REPRESENTATIVE IS:

Paula J. Miranda
600 SE Bay Blvd
Newport, OR 97365
541-265-7758 Office
541-265-4235 Fax
accounting@portofnewport.com

4.2 PORT OF TOLEDO’S AUTHORIZED REPRESENTATIVE IS:

Lorna Davis
PO Box 428
Toledo, OR 97391
541-336-5207 Office
541-336-5160 Fax
accounting@portoftoledo.com

4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 The Port of Newport shall contact the Port of Toledo for an estimate prior to delivery of any vessels for disposal.
- 5.2 The Port of Newport shall provide copies of all available vessel documentation to the Port of Toledo upon notification of availability by the Port of Toledo.
- 5.3 Besides any tug service to haul away any vessel, including storage or lay days, the Port of Toledo shall not perform any other services until a further approval in writing has been given by the Port of Newport.
- 5.4 Once written approval has been received, the Port of Toledo shall conduct analysis of the materials in the vessel accordingly for asbestos abatement and hazardous material prior to destruction and disposal of the vessels refuse, which can be completed once it is safe to do so.
- 5.5 The Port of Newport shall pay all costs related to the items referred to in Section 5.4, provided work has been performed.

SECTION 6: COMPENSATION AND PAYMENT TERMS

- 6.1 Provided the Port of Toledo is able to take in the vessel, the Port of Toledo agrees to provide a rate of \$150 per week for storage or lay days for vessels up to 62". The rates for services to be provided by the Port of Toledo are specified in Attachment A, which may be updated annually on the first day of July of each new year by providing a written notice to the Port of Newport. The Port of Toledo will submit a best estimate for the work based on the current published rate schedule. The estimate is to be accepted by the Port of Newport in writing prior to work commencing. If costs exceed estimated amount the Port of Toledo will notify the Port of Newport as soon as they become aware of the exceedance and will provide a revised work estimate in order to obtain approval before continuing work. In any case, the total compensation provided to the Port of Toledo for any given project shall not exceed 20% of the approved amount.

SECTION 7: TERMINATION

- 7.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.
- 7.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:

- 7.3.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
- 7.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
- 7.3.3 The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

SECTION 8: AMENDMENTS

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

SECTION 9: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.

SECTION 10: SURVIVAL

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

SECTION 11: SEVERABILITY

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

SECTION 12: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

SECTION 13: LIABILITY AND INSURANCE

- 13.1** The Parties understand that each is insured with respect to liability and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.

SECTION 14: RECORDS

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

SECTION 15: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

SECTION 16: NO THIRD-PARTY BENEFICIARIES

The Port of Newport and Port of Toledo are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

SECTION 17: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party's reasonable control.

SECTION 18: MERGER, WAIVER AND MODIFICATION

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver,

consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

SECTION 19: SUBCONTRACTS AND ASSIGNMENT

- 19.1** Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 19.2** Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

THE PORT OF NEWPORT

THE PORT OF TOLEDO

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

PORT OF TOLEDO RATES:

Item	2021/22
Labor Rate (General)	\$68.00
Labor Rate (Skilled)(Electrical, mechanical, carpentry, fiberglass, water blasting & welding)	\$78.00
Labor Rate (Supervisor, Mechanic)	\$85.00
Labor Rate (Boat Repair Shop), includes lay days	\$110.00
20-ton Crane, includes operator	\$145.00
65-ton Crane, includes operator	\$175.00
Forklift, includes operator	\$78.00
ACME Lift Move & Reblock (includes operator)	\$175.00
ASCOM Lift Move & Reblock (includes operator)	\$350.00
Sand Blasting includes operator. (pot tender & materials not included)	\$150.00
<u>Hard & Floating Moorage (includes ladder)</u>	
Per Day Up to 30'	\$35.00
Per Foot Per Day:	
31' to 54'	\$1.30
55' to 89'	\$1.35
90' & up	\$1.75
Per Foot Per Week:	
Up to 30' Per Week	\$175
31' to 54'	\$6.50
55' to 89'	\$6.75
90' & up	\$8.75

Environmental Building:

Hard
Moorage
plus
\$1250
per week.

Service Pier Moorage:

Per Day

\$75.00

Self-Service Hard Moorage Pier

\$75 plus
\$1.50 ft.

220 or 440 3 phase electricity Per Day

\$19.00

Ascom Lift Fees

56 – 60 ft

\$30.00

61 – 70 ft

\$32.00

71 – 80 ft

\$34.00

81 – 90 ft

\$36.00

91 – 100 ft

\$38.00

101 ft plus

\$40.00

Acme Lift Fees (Haul, Block, Launch)

1 - 35 ft

\$390 Set
Fee

36 – 45 ft

\$12.00

46 – 55 ft

\$13.00

55 ft plus

\$14.00

Other Fees

Recycle Fees for:

Oily bilge water, anti-freeze, fuels,
and used oil (per gallon)

\$3.00

**Surcharge for outside
paint (per gallon)**

\$50.00

Disposal fees for recovered sand
blasting material (per ton)

\$95.00

Staircases Per Day

\$22.50

Compliance/Tarping Fee

Staircases Per Week

\$103.50

Per haulout

\$50.00

Surcharge for zinc

30%

up to 45'

\$65.00

**VENDOR FEE PER
HOUR**

\$10

above 45'

\$125.00

GENERAL MANAGER MONTHLY REPORT

DATE: 07/27/21
PERIOD: 06/24/21 – 07/22/21
TO: Board of Commissioners
ISSUED BY: Paula J. Miranda, General Manager

OVERVIEW

The Port Dock 5 Pier Project is mostly completed, and we had a successful ribbon cutting ceremony. Advanced American will be coming back in August to officially finish the project by installing the new electrical panel for Port Dock 5.

The Feasibility Study project with the US Army Corps of Engineers (USACE) for dredging at the commercial docks is underway. This is a long process that may take as long as two years.

The electrical Engineering plan at Port Dock 5 and 3 is completed. As you can see on the agenda, we are looking for an early purchase of equipment in order to avoid delay on the actual installation, which we can expect sometimes this Fall.

We started to receive quotes for the conditional assessment of Port Dock 7. We expect that by next commission meeting we should have some options on how to look at that assessment.

The repair to the catch basin at South Beach Marina was completed, but new sink holes keep popping up, which we are currently investigating. The cost of fixing it shouldn't be as high as the previous sink hole.

PBS Engineering is still working away on the Rogue seawall. We haven't received results yet, which should come out soon.

We finally reached an agreement with the upland owner from Port Dock 1. A staff report is included on the agenda with a Memorandum of Understanding.

We haven't yet reached an understanding with the neighbor of the 343 SW Bay Blvd property, but he seems more open to a possible agreement to extend our dock in front of his property. More to come.

We are still working with a prospect for NIT, but there is not much to share yet. Meanwhile, there is an opportunity to apply for a Port Infrastructure grant with the Maritime Administration (MARAD). This grant is aimed towards smaller ports. The problem is there is a minimum of \$1million dollar. After discussing it with MARAD, as possible alternative we could apply for the grading of the 9 acres and also include equipment that would be needed for future operations of the International Terminal. We have done some research and that is a possible solution. It is a long shot, since we are still trying to bring in

a customer. But this is one of those chicken or egg situations. By having the proper equipment, one could argue that we can have more tools in hand to make the terminal more ready to bring in a new customer.

As discussed during our joint meeting with the City, the Port has been in conversations with the Tall Ships on a possible event next year. This event would take place over the course of 4 days. Commissioner Burke and I will be meeting with the Tall Ships' representative on the 28th to further discuss this event.

We had a couple employees leaving the Port to move across country, which left a gap on both the RV Park and the Administration office. But I am glad to announce that we have promoted Erica Breece as our new RV Park Supervisor and we have hired Gloria Tucker (formal City Recorder), as our new Administrative Assistant. I am also happy to announce that we have promoted Aja Burke as our new North Commercial Harbormaster. Our current harbormaster (Kent Gibson) is on a leave and when he gets back he will be giving Aja her final training, before he retires from the Port.

The Port financials are still looking good. We are currently reviewing four of the six responses to the Financial System RFP for a final selection. I can already tell a new system will greatly improve our efficiencies. The Port has received \$10K grant from the Oregon Cascades West Council of Governments thanks to Mark Brown's application.

Mark is currently working on a cybersecurity plan, as well as the employee handbook update. He is also working on an affirmative action plan, which the Port currently doesn't have, but should.

South Beach (both RV park and Marina) are at full capacity. Unfortunately, the downfall of full capacity is the number of complaints it generates. Those are typically due to the lack of parking, long lines leading to the launch ramp. Not enough space on the cleaning tables. Unfortunately, some of those problems will only be resolved with time. Some may never be resolved due to lack of real estate to expand. We will continue to work with our customers in addressing as many issues as we can.

We are still pursuing some grants through Business Oregon, ODFW, MARAD and the EDA for the South Beach Marina, NIT and the Commercial Marina.

We are down to the last stretch in finalizing bid documents for the Admin Building. We just received an award letter from Business Oregon approving a 20-year loan should we receive competitive bids and decide to move forward with the building construction. A copy of the letter is attached.

The Port has provided a license for OSU to use Recreational Marina launch ramp, finger docks and rear section of the parking lot for scientific training purposes. Usage to be between July 26th thru 30th.

Lastly, I have been approached again by Carrie Lewis on a possibility of joining the Oregon Coast Aquarium Board. I will be attending their next Board Meeting as an observant on the 24th.

Meetings/Trainings/Summits:

- 06/24/21 - PNWA General Board Meeting
- 06/29/21 - YBEF

- 06/28/21 - Joint meeting with City and Port Regular Meeting
- 07/01/21 - Port Dock 5 Pier Ribbon Cutting
- 07/02/21 - PTO
- 07/05/21 - Fourth of July Holiday - Office Closed
- 07/06/21 - 07/07/21 - PTO
- 07/08/21 - Administrative Assistant Interviews
- 07/15/21 - Oregon Ports Federal Legislative Update
- 07/15/21 - PNWA Meeting
- 07/15/21 - EDALC Meeting
- 07/16/21 - Communications meeting with Summit
- 07/16/21 - OCWCOG - Managers Meeting
- 07/19/21 - South Beach Staff Meeting
- 07/20/21 - Meeting with Jalene Case on Staff Training
- 07/20/21 - Directors Monthly Meeting
- 07/20/21 - Meeting ref: Tall Ships
- 07/20/21 - Harbormaster's position interview
- 07/21/21 - Financial Software Demo
- 07/23/21 - Meeting with Melissa Murphy/Business Oregon
- 07/24/21 - Oregon Coast Aquarium Board Meeting

Upcoming Schedule:

- 07/27/21 - Financial Software Demo
- 07/27/21 - Regular Commission Meeting
- 07/28/21 - Regional Solutions Meeting
- 07/28/21 - Meeting with Tall Ships
- 07/28/21 - YBEF
- 07/29/21 - Financial Software Demo
- 07/29/21 - Association of Pacific Ports Annual Meeting
- 07/30/21 - O2IH (Blue Economy) Meeting
- 08/01-08/06 - PTO
- 08/10/21 - Dept. Heads Meeting
- 08/11/21 - Oregon Public Ports Association Meeting
- 08/12/21 - Commercial Crew Quarterly Meeting
- 08/12/21 - Vision 2040 Meeting
- 08/13/21 - O2IH (Blue Economy) Meeting
- 08/17/21 - Director's Monthly Meeting
- 08/24/21 - Regular Commission Meeting

July 22, 2021

Paula J. Miranda, General Manager
Port of Newport
600 SE Bay Blvd
Newport OR 97365

RE: Award for Port Revolving Loan Fund and Special Public Works Fund, Port of Newport,
New Administrative Building, Project Numbers 521885 and L22001, July 22, 2021

Dear Ms. Miranda:

Congratulations on your successful application for the above-referenced project. Enclosed please find a summary showing the funding amount and special terms and conditions of the award. The financing contract will contain the full terms and conditions of your award and will be sent to you for proper signatures. Please note that the legal obligations for funding and for reimbursement of project expenses are subject to execution of the contract.

The project must comply with all applicable state laws, regulations and procurement requirements. As a reminder, you must provide copies of all solicitations at least 10 days before advertising, and all draft contracts at least 10 days before signing.

We encourage you to offer appropriate media opportunities to help build public awareness of your project's purposes and benefits. Please notify us of any event celebrating your project. As always, we are available to answer questions that may arise during the implementation of your project. If you need assistance, please contact me at 503-779-3221 or by email at Ted.Werth@oregon.gov

Sincerely,

Ted Werth

Ted Werth, Regional Project Manager
Business Oregon

c: Melissa Murphy, Regional Development Officer
Becky Baxter, Program and Policy Coordinator
Representative David Gomberg
Senator Dick Anderson

SUMMARY OF AWARD

Project Number: 521885, L22001 **Date of Award:** July 22, 2021

Recipient: Port of Newport

Project Name: New Administrative Building

Source of Funding (Grant/Loan/Forgivable Loan)	Award Amount
Port Revolving Loan Fund – Loan	950,000
Special Public Works Fund – Loan	810,000
Total	\$1,760,000

General Description of Loan	
Interest Rate	PRF: 2.25% SPWF: 2.25%
Maximum Term	PRF: 20 yrs SPWF: 20 yrs

Approved Project Description
<p>The Port of Newport will construct a new administration building within its dock and yard facility located adjacent to SE Bay Boulevard. The building will be located on a gravel-covered lot adjacent to an existing driveway and parking area. The building will be a single-story structure with a 5,490 SF footprint. Associated new parking is also included.</p>

Note: The full terms and conditions will be contained in the contract; in addition to the standard contract terms and conditions, the following special or additional conditions have been placed on the award:

Conditions:

Based upon the following analysis, the award recommended above should be subject to the following conditions:

- A. Full Faith and Credit Pledge.** The Recipient will be required to pledge its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under the Financing Contract. All amounts due under



this Contract are payable from all legally available funds of the Recipient.

- B. Financial Covenants.** The Recipient shall charge rates and fees in connection with the operation of the Moorage, Leasing, RV Park, Hoist Dock, and Launch Ramp, Systems which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty (120%) percent of the annual debt service due in the fiscal year on the Loan, any outstanding senior lien obligations, and any outstanding Parity Obligations.
- C. Line of Credit Deed of Trust, Assignment of Rents, and Security Agreement.** The Recipient shall provide a security interest in real property located at 510 and 600 SE Bay Blvd, Newport, Oregon 97365. The lien shall be secured by a line of credit deed of trust, assignment of rents, and security agreement document recorded in Lincoln County and shall be with Lender's Title Policy.

Prior to first disbursement, the following documentation must be received and accepted by IFA:

1. Original recorded Line of Credit Deed of Trust
2. Final Title Policy

- D. PARITY.** The standard contract language default of "No Parity or Senior Debt.



DIRECTOR OF OPERATIONS REPORT

DATE: 7/21/2021
PERIOD: June-July 2021
TO: Paula J. Miranda, General Manager
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

The Port Dock 5 Project is winding down. We've been completing corrective and preventative maintenance projects as we've had time. Halibut openers in South Beach have been slow, due in part to poor offshore weather, but the salmon bite picked up and combined with a weekend of really good weather (the first in a while), we were overrun in South Beach with recreational fishermen on the weekend of July 17th.

Detail:

- **Port Dock 7**
Quotes have arrived on the conditional assessment of Port Dock 7, but I don't yet have all of them.
- **Port Dock 5 Electrical Engineering**
See Old Business report regarding pedestals.
- **Port Dock 5 Project**
Ribbon cutting was held on 01 JUL; the contractors are finishing up the piling wrap and touching up the coating on the cross bracing and pilings. I have provided them with a punch list of items to finish up on the structure and float.
- **South Beach Catch Basin Repair:** The repair was completed. Unfortunately, we have a new sink hole uphill from where we've done our work on the drain line and we're currently investigating the source.
- **Army Corps Feasibility Study, Federal Project for dredging in the Commercial Marina**
Attending regularly scheduled meetings weekly.
- **343 SW Bay:** Awaiting decision on disposition of the property so that I can proceed with permitting and contracting.

- **Wetlands on 9 Acre Lot:** The Army Corps ruled that they are not taking jurisdiction over the wetlands on the 9 acre lot at McLean Point any longer. We now have correspondence from both DSL and the Army Corps to that effect, so we can regrade the area once we get a grading permit from the City. I am getting quotes from engineers currently to create a sufficient grading plan to level the lot without paving
- **International Terminal Annual Cathodic Protection Inspection:** I followed up with the engineers and corrosion engineers who did work on the pier during the Terminal project. I am working to create a scope for evaluating the integrity and treating corrosion on the older pilings (preventative, not corrective maintenance).
- **Training:** Crane operator training is scheduled for August

Newport International Terminal- Don Moon, Supervisor
Billable Services Performed this (MAY)

Will be available next month; Terminal Supervisor is out on PTO currently

Commercial Marina- Kent Gibson, Harbormaster
Billable Services Performed this Period:

Will be available next month; harbormaster is out on PTO currently

NOAA MOC-P Jim Durkee, Maintenance Supervisor
Special Projects:

Vessels Using the Facility Since My Last Report – NOAA vessels Hi’ialikai, Bell M. Shimada. ACOE Yaquina. USCG Alert and John McCormick

NOAA Staff are still primarily operating on minimal crew and work from home.

Pioneer Connect updated to modem used by the Building Automation System which required us to install a new router on our end, we are still working the kinks out of that with Pioneer and ClimaTech to assure we continue to receive facility alarms and are able to access the system externally.

I came in for July 4th to turn the pier and parking lot lights out for the fireworks and for firewatch.

I am coordinating with NOAA staff on the upcoming flooring project and assisting them with their own potential project.

South Beach Marina, Chris Urbach, Harbormaster

☒Launch Tickets –We had 817 launches for a total of 4,903.00 dollars for the month of June.

We have a new sinkhole on the north outfall line, and we have Aims company coming on the 27th of July to camera it and we will get a thumb drive when they are complete.

The guys got the compactor painted.

We have another bad electrical line on B dock the wire has been ordered and Doug’s electric will install it when it shows up.

We had the lighting circuit under the bridge inspected for our ODOT lease requirement.

We have handled many maintenance calls in the marina and RV parks too many to count.

We have had some extremely busy weekends with the ocean conditions improving.

We are finally at full staffing and it's the first time in many years, we are starting to get a handle on things thanks to the crew.



FINANCE DEPARTMENT MONTHLY REPORT

DATE: July 27, 2021
PERIOD: July 1, 2020 to June 30, 2021
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Financial reports as of June 30, 2021 are included in the commission packet. A copy of the financial reports are attached for your convenience.

Issues of Importance

Managed Service Provider update

- The Port was scheduled to move to Voice Over IP earlier this year but was unable to because of an issue with Pioneer connect. The switched to Voice Over IP occurred on July 14. There have been a few minor glitches, which have been corrected.

Financial/ERP System

- The Port received six (6) responses to the RFP. Of the six packages the Port selected four to move forward to the demonstration phase, the demonstrations will conclude on July 28, and a selection will be made.

Grant Money

- The Port received and accepted a \$10,000 Grant to assist in the cost of the new financial system. The Grant is from Oregon Cascades West Council of Governments.

LGIP

- The current return on short term funds is 0.60%, this is greater than what the market is generally offering. LGIP has told us that as higher yielding securities reach maturity, reinvestment under current market conditions will continue to affect future earnings. There are two silver linings:
 - (1) the percentage of higher yielding securities purchased pre-pandemic has declined so the overall impact when the securities mature will be more muted, and
 - (2) the fund has ~44% allocated to floating rate securities with over 17% benchmarked versus SOFR (Secured Overnight Financing Rate) and 3-month Treasury Bills and the fund's floaters will benefit from even a 1 basis point rise in short-term rates.

RV Park

- Erica Breece has been hired as the Supervisor for the RV park.

Information Technology

- After attending a cybersecurity workshop via Zoom, I have begun

creating a new cybersecurity plan, Hyak has been sent a draft for their review and modification.

Employee Handbook

- It has been a year since the Employee Handbook was updated. Work has started on updating the Employee Handbook.

Affirmative Action Plan

- As a public entity that maintains public funds (depository), the Port should have an affirmative action plan, this becomes more important when the Port seeks more federal grant funds. The development of such a plan is underway.

GOF Balance Sheet (year to year comparison)

- As of June 30, the Port has completed fiscal year 2020-2021. The cash balance as of June 30, 2021 is \$3,377,941, an 8% (308,780) decline, some bills from FY 2020-21 were just received. The decline is a result of Port rebuilding Pier 5. The decline in savings was expected, but the decline is less than anticipated. The Port remains in a good financial state.
- Accounts Receivable has declined 21%.
- Grants Receivable is used only for the EDA Grant, and reflects invoices just entered.

Profit and Loss -

The month-to-month budget is based on a 3-year average spending-revenue average. Revenues and expense budgets are allocated based on historical data; this should give the Port a better picture of how it is performing against the adopted budget.

General Operating Funds (GOF) – all divisions combined:

Budget vs. Actuals

- Operating income was 118% of budget (\$808,697).
- Operating expenses were 72% of budget, \$2.4 million under budget, of the \$2.4 million, \$1.6 was for professional services that did not occur and 324,859,000 for debt service related to the administrative building.
- Other income was 24% of budget, due to lower than budgeted grant revenue and lower than expected dredge spoil sales.
- Other expenses were below budget: The Port did not build an administrative facility, nor did it use its contingency.
- Overall, the Ports General Operating Fund is significantly ahead of budget.

Breakdown of programs

Administrative Budget

Budget vs. Actuals

- **Expenses** were below budget in all areas.
- Property taxes exceeded budget.
- Overall, Administration performed better than budget.

International Terminal

Budget vs, Actuals

- **Revenues** were slightly below budget (\$10,069 below budget).
- **Expenses** were slightly below budget (\$22,427).
- **Other Income** were below budget due to a grant income.
- **Other expenses** were below budget.
- **Net Income** was ahead budget.

Commercial Marina

Budget vs. Actuals

- **Operating Revenues** was ahead of budget by \$137,715 (112%); moorage income was ahead of budget by 114%, and hoist dock services were ahead of budget by 119%, there was an anticipated a drop off in hoist dock revenue, that did not occur.
- **Operating expenses** were \$1,287,654 below budget, as expected spending on planning activities has not occurred, these include:
 - Port Dock 7 planning
 - Electrical engineering for PD 3/5 was less than expected
 - Army Corp expenditures were less than expected in the current year.
- **Net income** is ahead of budget.

South Beach

Budget vs. Actuals

- **Operating Revenues** were ahead of budget by \$663,292 (126%).
- **Operating Expenses** are under budget by \$763,353 (70%)
 - Personnel Services are under budget.
 - The RV Park Annex planning did not occur (\$250,000)
 - Expo planning did not occur (\$30,000)
 - Rogue seawall is underway, but has very few related expenses
 - Debt Service is under budget.
- **Net Income** is ahead of budget.

NOAA Lease Revenue Fund Balance Sheet

As of June 30, the Port had a cash balance of \$5,779,239, with an available balance of \$4,017,518; the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in bond documents.

Income Statement

Budget vs. Actuals

- Revenue **was** at target
- Expenses were slightly (\$160,987) below budget
- Capital outlays were 18% of budget.
- Net income is ahead of budget.

NOAA Capital Maintenance Fund

This fund was added by the commission on January 22, 2019. However, a budget resolution was never completed to allow the transfer. A supplemental budget (which will

require a hearing) will be developed in early fiscal year 2021-2022 to allow the transfer of funds, in the meantime, this will be moved to a restricted account in the Year-End financial statements. The Port will open with a balance of approximately \$1,525,008, including a loan that was made to the General Operating fund of \$700,000 to replace the South Beach Load Centers. This will be repaid over a maximum of four year period.

Bonded Debt Fund:

The Port has modified how property tax bond levies and tax receipts and entered into the Financial System to align with GASB. GASB requires that organizations record the expected funds as a receivable, then reduce the receivable and recognize the income as funds are received.

Construction Fund.

No changes to report

Facility Reserve Fund.

In January 2021, \$109,816 was added to this fund to set aside electrical upgrade funds for Port Docks 3 and 5 bringing the total reserve for this project to \$138,000. The total fund balance is \$373,116

Accounts Receivable:

The port continues to work on outstanding balances. Staff continue to make calls, send emails, and letters are sent to vessel owners with past due accounts.

The list below represents those Vessel owners or leaseholders with amounts outstanding 90 days or more, the reporting is as of **July 19, 2021**

Comments on Specific Accounts Receivable customers:

- IDA May has an agreed upon repayment plan
- A repayment plan has been requested from ORCA (2 times), but not received, the certified letter was returned with no signature.
- A repayment plan is in process for Sylvia (and a payment was made)
- The HarborMaster and Operations Director are now included conversations on past due accounts, the Harbormaster is critical to collection of these accounts.
- Oregon Mariculture has been placed on Credit Hold
- Das Bug has been placed on Credit Hold
- Angela June has made 2 recent payments and is working to get caught up.
- Seawater Seafoods has committed to making a payment,

	Current	30-Jan	31 - 60	61 - 90	> 90	TOTAL
Sylvia 226282	-	423.35	3,995.15	1,706.79	19,879.20	26,004.49
Orca - 295549	-	138.46	1,025.65	903.77	16,612.10	18,679.98
Oregon Mariculture LLC	-	455.91	1,045.19	2,641.97	15,966.30	20,109.37
Angela June - 581478	-	-	217.75	691.10	11,818.92	12,727.77
Seawater Seafoods Co	-	2,941.42	3,144.53	2,528.55	9,111.92	17,726.42
Ocean Force - 538936	-	-	168.06	1,006.35	8,125.37	9,299.78
Pacific Rose - 554504	-	-	134.81	3,087.80	7,936.76	11,159.37
Eclipse - 226744 Eel Boat	-	-	125.17	418.35	7,368.66	7,912.18
Luna - 532150 New Owner	-	-	114.35	454.69	6,533.83	7,102.87
Das Bug - 565814	-	-	308.33	469.06	6,159.56	6,936.95
Granville - 241539	-	-	331.88	528.74	6,063.38	6,924.00
Valor III - 245645	-	-	141.44	187.20	4,913.05	5,241.69
TCB Security Services Inc	-	-	-	296.51	4,547.28	4,843.79
Pacific Rim - OR126YH	-	522.72	592.89	690.05	4,130.26	5,935.92
Albatross - 980072	-	-	69.93	107.29	4,116.87	4,294.09
Western Hunter - OR936AFK	-	395.98	940.78	1,866.84	3,942.02	7,145.62
Southern Cal Seafood, Inc	-	-	315.45	320.00	3,798.35	4,433.80
Ida May - 665118	-	427.68	466.30	535.15	2,274.98	3,704.11
Joyce Marie - 295021	-	49.92	74.66	169.55	2,189.95	2,484.08
Cleora - 242041	-	-	71.83	-	2,148.96	2,220.79
Topaz - 573234	-	-	-	135.51	2,126.81	2,262.32
Trondhjem - 241924	-	275.21	1,993.45	117.43	1,785.96	4,172.05
Sea Wolf - 270816	-	-	2,032.35	82.07	1,682.89	3,797.31
Constitution - 211928	-	-	21.55	61.84	1,268.21	1,351.60
Saltybros LLC Boathouse Lease	160.22	160.22	180.91	219.22	1,219.01	1,939.58
Roggy - 574577	-	-	19.38	55.60	1,140.25	1,215.23
Lone Eagle - 232734	-	-	85.45	133.81	1,032.80	1,252.06
Lili-Anne - OR956AFD	-	-	15.96	333.39	938.46	1,287.81
Gracie Arlene - 563679	-	-	294.01	274.96	745.49	1,314.46
Zora Belle - B & J Fisheries	-	-	198.00	903.20	549.44	1,650.64
Judy - 548600	-	-	381.53	558.57	539.13	1,479.23
Norma M - 599982	-	78.35	36.72	218.40	456.84	790.31
Eclipse - 503045 Biddenger	-	363.90	425.15	97.17	445.25	1,331.47
Little J - 544607	-	-	359.59	584.76	424.30	1,368.65
Toby J - 274577	-	-	-	17.81	364.86	382.67
First Hope I - 953627	-	277.36	2,540.38	127.90	346.15	3,291.79
Phoenix III - 214847	-	-	154.44	154.51	275.58	584.53
Wide West - 535690	-	25.70	25.70	35.65	183.24	270.29
Linda - 253269	-	-	274.06	176.32	179.67	630.05
Long Shot - OR818HC	-	-	-	7.98	163.59	171.57
Pursuit - OR541ZM	-	83.95	59.24	176.18	159.60	478.97
Columbian - 602145	-	-	-	6.48	132.94	139.42
Marly - 545065	-	-	791.14	44.77	89.54	925.45
Dawn Treader - 609228 New Owner	-	-	308.62	462.26	82.50	853.38
Oceanic Logistics - 1344	-	-	113.23	3.21	81.41	197.85
Maggie (Saltybros) - OR001UA	-	-	1.00	2.60	39.48	43.08
Ms Nicani- 589958	-	190.87	531.50	287.28	25.70	1,035.35
Kae Le Belle - OR101AEJ	-	-	-	1.95	10.94	12.89

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