

PORT OF NEWPORT REGULAR MONTHLY COMMISSION MEETING AGENDA

Tuesday, February 23, 2021, 6:00 p.m.

This meeting will be virtual by invitation only.

You can view the live stream of this meeting on our YouTube Channel, Port of Newport Meetings Audio, <https://www.youtube.com/channel/UCCAo3VVCV9Yt4coXK7pUXAIQ>

Live chat will not be monitored.

To submit public comment, please complete the form on our website here, no later than 4:00 pm on Monday, February 22nd: [Public Comment Commission Regular Meeting 2/23/2021 - Port of Newport](#)

Your comment, up to 3 minutes, will be read into the meeting at the appropriate time.

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- IX. Calendar/Future Considerations 2021
 - Newport Seafood & Wine Festival “To Go” (Virtual)..... Feb 26 – 28
 - PNWA Mission to Washington (Zoom Webinar).....Mar 15 – 18
 - Regular Commission Meeting.....Mar 23
- X. Public Comment (3-minute limit per person)
- XI. Adjournment

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

PORT OF NEWPORT MINUTES

January 26, 2021

Regular Commission Meeting

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

This meeting was held virtually by invitation only. The public was invited to view the live stream of this meeting on our YouTube Channel, Port of Newport Meetings Audio. Live chat was not monitored. The public could submit comment through a form on our website no later than 4:00 pm on Monday, January 25th, to be read into the meeting at the appropriate time.

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 6:00 pm.

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; Mark A. Brown, Director of Finance & Business Services; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Angela Nebel, Summit Public Relations Strategies.

II. CHANGES TO THE AGENDA

0:12

There were no changes to the Agenda.

III. PUBLIC COMMENT

0:25

There were two public comment submitted in writing. Burke commented that public comments were submitted for item VI(c).

IV. CONSENT CALENDAR.....

0:44

- A. Minutes 2021
 - 1. Supplemental Budget Hearing and Regular Commission Meeting . Dec 15
 - 2. Special Commission Meeting Dec 28
- B. Financial Reports
- C. FY 2019-2020 Audit Report
- D. International Terminal Waterway Lease Invoices

Chuck asked that Item IV(c), FY 2019-2020 Audit Report, be removed from the Consent Calendar.

A motion was made by Lackey and seconded by Retherford to approve the (revised) Consent Calendar. The motion passed 5 - 0

V. OLD BUSINESS

- A. Items Removed from Consent Calendar
- 1. FY 2019-2020 Audit Report

2:21

Chuck commented that he had hoped the auditors would have been at the meeting to make a presentation, as it was good to have the audit out in public and show it was discussed by the Commission. Miranda said the audit was included with the Consent Calendar since there were no auditors’ notes, but she could do so in the future if the Commissioners wanted that. Miranda praised Brown for getting the finances in order and for the clean audit.

Sylvia asked how often clean audits happened. Miranda said the Port would always strive for a clean audit and follow all requirements. She added that she has seen clean audits in the port industry in her experience. Brown said finance strives for perfection and had spoken with the auditors to keep the audit clean. Miranda and Brown said they were happy with the auditors and how they worked well with the Port. The Commissioners congratulated staff on the clean audit.

A motion was made by Lackey and seconded by Retherford to accept the Audit Report for Fiscal Year ended June 30, 2020. The motion passed 5 – 0.

- B. Accounts Paid

A motion was made by Chuck and seconded by Sylvia to approve the financials as presented. The motion passed 5 – 0.

9:18

- C. Resolution 2021-01 US Army Corps Lease for the South Beach Day Use Area

Miranda introduced the Staff Report included in the Meeting Packet. Miranda advised that the Port had a 25-year lease at one point, which expired in 2014 and was never renewed. She added there are some overlap issues with ODOT. Miranda said that she and Bretz had researched ownership in the area. She said that one area owned by the US Army Corps of Engineers (ACOE) was a triangular portion of the Rogue parking lot. Miranda said after negotiations, the new lease represents a smaller area, excluding a path and landscaping associated with the nearby condominiums, which would reduce port liability. The term of the lease would be 25 years, starting from when the lease expired in 2014. Miranda said she is still working with the ACOE regarding the portion in the Rogue lease area, which may end up being purchased by the Port, with an estimated cost of \$25K - \$30K. The Port pays no fee for the lease but must present a report to ACOE on a yearly basis, which has been happening.

10:02

Sylvia asked why the ACOE owns the property around the jetty. Miranda said was not unusual and provided a right of way for ACOE to access and maintain the area. The ACOE may be willing to sell the portion in the Rogue lease area since it doesn’t impact their right of way. Miranda pointed out that the location, survey, and lease terms were important elements of the packet.

A motion was made by Sylvia and seconded by Retherford to authorize the Port of Newport to enter into a lease agreement with the Secretary of the Army for the South Beach Day Use Area, per Resolution 2021-01. The motion passed 5 – 0.

VI. NEW BUSINESS

A. 2021 Annual Report (ORS 777.140)

Miranda introduced the report included in the Meeting Packet, saying it represented all actions approved during the last calendar year. She added that Burke, Chuck, and Sylvia had reviewed the report. Burke commented it was a productive year.

17:06

B. Contract Amendment with G & K Floors

Brown introduced the Staff Report included in the Meeting Packet. He said he reviewed the invoices which included \$200 more than the contract amount, which he found was verbally authorized. Brown advised that the current COVID guidelines require that bathrooms are cleaned twice a day. The presented amendment would authorize past and future payments for the additional cleaning.

18:12

A motion was made by Lackey and seconded by Sylvia to authorize the General Manager to sign an amendment with G & K floors retroactively authorizing the previously paid and future payments of \$200 per month for additional cleaning services and authorizes one (1) additional cleaning per day of the restroom facilities in South Beach, at an additional cost of \$1,680, for a total of \$3760 per month, for off-season (October through February) cleaning, until the port notifies contractor to discontinue or until the COVID-19 emergency is declared over. The motion passed 5 – 0.

C. Resolution 2021-02 Setting Rates, Fees & Charges

Burke referred to the correspondence included in the Meeting Packet. Miranda began by saying the rate increases this year were a lower percentage than last year. Last year rate increases were correcting several issues where Port costs were not covered. Brown said he contacted the men who sent in the public comment, and believed they understood the issues as explained. Brown said all Recreational Marina moorage holders whose term was 6-months to a year were sent letters about the proposed rates and asking for feedback. Brown introduced the Staff Report included in the Meeting Packet. He highlighted the change to equalize charges for power, charging one rate for used oil, and raising the price for a replacement access card in South Beach to work towards being more in line with the Commercial Marina. Miranda commented that work has begun on projects in both South Beach and at the Commercial Marina, which are reflected in both last year’s and this year’s rate increases. Sylvia commented that the CPI index was a rough guideline, and suggested looking at actual costs incurred that reflect how the Port is unique.

21:34

Chuck asked if the Port had started enforcing the South Beach parking fee. Brown said he was meeting on Thursday to identify the steps needed, with the intent to get that done this year. There was additional discussion about the importance of signs in letting people know that street parking was a city issue and not included in the Port parking pass. Brown said one suggestion for avoiding paying and then not finding a spot would be for people to find a parking spot first and then pay for parking, but this is still in discussion. Chuck also asked about assigned parking and the issue of cars parking in boat spots. He also asked why yearly passes were only available for permit holders rather than the general public, since people who do not own a boat often came to fish with a friend. Brown said he

would remove that requirement. There was additional discussion on logistics of implementing the parking fee and possible problems.

Burke recommended continued outreach about rates and fees, and reiterated the need for signs regarding parking. Brown agreed that communication was key. Retherford asked if there had been a consideration of a senior rate, as suggested by Pinnell in his letter. Miranda and Brown said they would be willing to consider that, but the rates would have to be modified to implement that this year. Sylvia commented that it would be good to analyze how many seniors were moorage holders and how this might impact revenue, and have that presented at the next meeting. Chuck added that in the past the rates were presented at two to three meetings to allow for public review and comment. Miranda said that was one reason why letters were sent ahead, and Brown added he hoped to have a Budget Committee Meeting in March.

Burke held this Resolution for a next month’s meeting.

D. Commissioner Appointment to Oregon Cascades West Council or Governments (Currently Gil Sylvia, Walter Chuck Alternate).....

Miranda said the Port was notified that the current appointment was expiring, but it actually expires in 2023. She decided to still put this on the Agenda to see if Sylvia and Chuck wanted to continue as representatives. Sylvia commented this was not a trivial assignment, but he is fine with staying on. Chuck agreed to continue as alternate.

40:40

E. Commercial Marina PATON Piling Replacement

Bretz introduced the Staff Report included as an Addendum to the Meeting Packet. He said he just received the quote that day. Bretz said he was able to get emergency permit from ACOE and the Department of State Lands, and he went to the contractor for the Port Dock 5 Pier since they are already mobilized. Miranda added this PATON needs to be put out there quickly because of safety. Bretz confirmed that this could be completed in the in-water work window.

43:48

A motion was made by Chuck and seconded by Retherford to authorize the General Manager to contract with Advanced American Construction not to exceed \$21,650 to remove the old piling and replace it with a new one for the boat basin warning marker. The motion passed 5 – 0.

VII. STAFF REPORTS

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

46:11

Miranda introduced the Staff Reports included in the Meeting Packet. She commented that this had been a busy month for everyone, and she appreciated the work of management and their teams. Miranda said the storm has hit the Port hard, with Port Dock 7 losing 66” of dock. She said this shows the need to get the Port Dock 7 replacement going. Miranda said she was working with a grant writer on the Port Dock 7 plans and marketing at the Terminal. Miranda said there is another concern with the

building and dock leased by Captain's Charters. The dock is in bad shape and the building is leaning toward a neighboring building. She still needs to speak with the tenant, but the Port may have to remove the building and condemn the property. Miranda said she waiting to get the City Inspector to assess the property. The building may not be usable for the time being. Miranda said she would bring a proposal to the Commission at the next Regular Meeting or a Special Meeting. Miranda said the Port made an insurance claim for the storm damage to Port Dock 7, but she will need to speak with the insurance company about whether a claim could be filed for the building leased by Captain's Charters.

Miranda said the contractor has already begun work on the South Beach electric load centers project. The project is expected to be completed before halibut opens. The Port is coordinating with the contractor to see if GFIs can be installed on each panel. Miranda explained that the Port would most likely use staff to install the GFIs, which would cost an estimated \$30K, which would still be in budget. She said this would be brought back to the Commission. Miranda advised the Bretz was working with an engineer regarding the Port Docks 3 and 5 electrical panels. There had been some back and forth with PUD, but thankfully additional power was not needed. Miranda relayed the news that the Port has been granted an in-water work extension for the Port Dock 5 Pier project, and work would begin on the project on Wednesday. Miranda expressed appreciation for the work done by Bretz.

Miranda said that an estimate for the new Administration should be received around February. A loan application has been submitted to Business Oregon, but the Port would not move forward if the building did not happen. Miranda advised that derelict vessels have been a problem for the Port of Newport as well as other ports in Oregon, Washington, and California. The Port is working to make sure boats have certifications and insurance. In recent months the Port sent two boats to Toledo for a cost of about \$17,000. Miranda said she was contacted by Representative Kurt Schrader's office to see if he can be of help on the Federal level to assist with the derelict vessel issue. She mentioned that having a bucket of funds on the federal level to helps states deal with the issue instead of leaving it to ports and marinas to pick up the tab would be good.

Miranda expressed thanks to Lincoln County for providing a grant from the Community and Economic Development Fund in the amount of \$12,900 for the Rogue sea wall. She expects the project will cost around \$30,000 and is working on getting quotes. She suggested not waiting too long.

Financials are in pretty good shape. The Port's RV Park and Recreational Marina continue to be busy through the winter, and should be busy in the Spring and Summer. Brown added the Recreational Marina and RV Park is almost sold out for the summer and is ahead of last calendar year to date.

Miranda mentioned her radio interview with Kathy Kraken of KYTE Radio and added the call may still be on their website. She said she continues to attend Marine Innovation Center meetings. Miranda reminded the Commissioners that the virtual SDAO conference was coming up, and they could self-register or ask Hewitt. In March the PNWA conference will be virtual, so any Commissioner could attend. This is the equivalent of the yearly Mission to Washington, and she believes many legislators will attend. Miranda advised that she is in the legislative committee of OPPA who are now reviewing legislative bills that impact ports. She asked the Commissioners to let her know if they want anything brought to the attention of OPPA.

Chuck asked if there was any tenant liability associated with the Captain's Charters building. Miranda said this lease put a lot of the maintenance responsibility on the tenant. She is looking into it, since an issue is the pilings that support the building. She has been working with the attorney on the issue. Sylvia asked if there was another solution for the costs associated with derelict vessels. Miranda said staff is looking to deal with this issue in a better way, including being more on top of insurance on the vessel. It is included in the Moorage License Agreement and the Facilities code that vessels are required to have insurance and staff is looking to develop a better system for reviewing the insurance submitted. She said a vessel that sunk last year was not insured, and the title was not fully transferred, which make it complicated in getting derelict funds from the State. Miranda said she is continuing to learn more about this issue, which has been big on the OPPA Agenda in the past, and she has spoken with the Marine Board and DSL regarding this issue. She added that when an issue becomes a problem in Portland, it is recognized state-wide, so more attention is being brought to this matter. Miranda suggested the Port look into not accepting boats that aren't in good shape, like what is done at the RV Park.

Sylvia asked if other areas of Port Dock 7 were at risk if there was another major storm. Bretz said it was possible, and if it became probable, vessels would have to be removed from the dock. The recent storm had high winds at a higher tide, so the winds hit the boats more directly. Most of the pilings on Port Dock 7e have issues. Bretz added regarding the issue of derelict boats, there is no sea tow or other salvage companies available here, so if a boat is in a bad state and runs into trouble, they call the Coast Guard who brings the boat back to the Port's docks. Sylvia acknowledged this was a tough challenge. Chuck suggested replacing some Port Dock 7 pilings with the extended in-water work window. Bretz said the Port does not have current permits on that area, and the ACOE wouldn't issue an emergency permit in this case. Also, the wood on Port Dock 7 is not viable to keep the docks in place. Miranda said the whole issue may help the Port's case when seeking grants. The Port would likely get some insurance payment for the storm damage to Port Dock 7, which hopefully can be used for planning to replace that area. There was some discussion about what could be done in the event of a major storm, but boats would need a place to berth. Bretz said that it may not be worth putting money into temporary repairs because of the status of the outer docks. He added that all the Port could do is let the boats know the risk. In the most recent storm, the Port was able to get the two boats that were tied to the dock that dislodged brought to safety. Bretz replied to Lackey's question that the Port Dock 7 rebuild could possibly take place in the winter of 2024-25, but the Port must get plans now. Miranda said this project would be in the millions of dollars and would depend on grant funding, and plans are important to have when seeking grants. Bretz added that permitting will be the biggest problem. He suggested the Port must ask itself if it can afford to lose docks. Miranda said putting money into repairs now wouldn't fix the problem since it would entail adding new dock to a dock that is falling apart. Lackey proposed some questions to consider and looking at the worst-case scenario. Miranda it was important to get the grant for planning and staff will be aggressive in making this move forward. Bretz said these were the same issues discussed when planning for the Port Dock 5 Pier project, and that project is now getting done on time. He added the Port's projects are competing well for grant funding because they support the economic security of the region. Miranda said that the ACOE dredging project would also help with obtaining grants, and they are also doing an economic impact analysis showing the impact on the community and the country. Lackey spoke about the combination of winter weather and crabbers at the docks being an issue to consider. Sylvia also posed some questions about responsibility for the dock and possible decisions to close sections, and he suggested this be discussed at other meetings. Miranda said it would be interesting to see what comes out of the insurance claim.

Retherford asked what is needed to get the process started. Miranda said it was in this year’s budget to work on planning. She is currently working with a grant writer to identify the best grant. The Port will be applying to the Economic Development Authority (EDA) for a planning grant. Miranda suggested that when the EDA funds planning, they tend to want to continue the project. She expects that the Port will put in \$50,000 and is asking for \$150,000 grant funding. If the grant is denied, the Port can consider using the insurance claim money. Retherford suggested allowing only certain length vessels to use the outer docks to try to preserve them. Miranda said it would create a huge political issue if the Port told people they cannot moor here, especially during rough weather. Burke posed that it was a good chance that the docks would be decommissioned before the project was complete in order to reduce liability. Bretz said there was the added challenge that in taking away the docks the Port would lose the opportunity to use that for mitigation, since credit is only given if it is included in the project. Sylvia said he would be willing to take political heat if the situation was not safe and could mean serious risk. Lackey added there was more bad days than good for the last 4 – 5 weeks, and every spot was taken. Bretz said that squid season also attracts a lot of boats in the spring. Miranda said there are also vessels coming from out of town, which has had local users complaining. Retherford said the boats are getting bigger all the time and the Port is not to blame that it can’t keep up with what the industry is doing. Miranda ended by saying that liability must be taken into consideration.

VIII. COMMISSIONER REPORTS/COMMENTS 1:44:00

There were no Commissioner Reports.

IX. CALENDAR/FUTURE CONSIDERATIONS

There were no changes to the Calendar/Future Considerations.

X. PUBLIC COMMENT

There was no public comment at this time.

XI. ADJOURNMENT 1:44:16

Having no further business, the meeting adjourned at 7:44 pm.

ATTESTED:

James Burke, President

Walter Chuck, Secretary/Treasurer

Port of Newport - General Operating Fund
Balance Sheet
As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
100 · General Operating Funds	3,698,688	3,602,485	96,203	3%
Total Checking/Savings	3,698,688	3,602,485	96,203	3%
Accounts Receivable				
11200 · Accounts Receivable	586,779	461,032	125,747	27%
11225 · Grants Receivable	3,650	0	3,650	100%
Total Accounts Receivable	590,429	461,032	129,397	28%
Other Current Assets				
11250 · Property Tax Receivable	8,761	10,335	(1,573)	(15)%
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	3,231	6,205	(2,974)	(48)%
11300 · Prepaid Expenses	260,409	37,091	223,318	602%
11400 · Due from Other Funds	29,775	18,938	10,837	57%
11480 · PERS - NPA(L)	(815,466)	(815,466)	0	0%
11485 · PERS - Deferred OF	324,633	324,633	0	0%
Total Other Current Assets	(218,657)	(448,265)	229,608	51%
Total Current Assets	4,070,459	3,615,251	455,208	13%
Fixed Assets				
11500 · Capital Assets	46,696,696	47,953,693	(1,256,997)	(3)%
Total Fixed Assets	46,696,696	47,953,693	(1,256,997)	(3)%
Other Assets				
11800 · Debt Issue Costs, Net of Amort.	650	0	650	100%
Total Other Assets	650	0	650	100%
TOTAL ASSETS	50,767,806	51,568,944	(801,139)	(2)%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
12000 · Accounts Payable	269,411	71,990	197,422	274%
Total Accounts Payable	269,411	71,990	197,422	274%
Other Current Liabilities				
12010 · Unclaimed Property Payable	3,933	2,885	1,048	36%
12020 · Lodging/Room Tax Payable	16,653	783	15,870	2,027%
12100 · Payroll Liabilities	173,832	122,915	50,917	41%
12250 · Deferred Revenue	311,230	292,156	19,075	7%
12300 · Accrued Interest Payable	15,147	16,843	(1,696)	(10)%
12320 · Current Portion-Long Term Debt	535,814	539,514	(3,700)	(1)%
Total Other Current Liabilities	1,056,609	975,096	81,513	8%
Total Current Liabilities	1,326,021	1,047,086	278,935	27%
Long Term Liabilities				
12350 · Long Term Debt	5,725,018	6,330,348	(605,331)	(10)%
12800 · Bond Premiums	100,621	100,621	0	0%
12900 · PERS - Deferred IF	147,653	147,653	0	0%
Total Long Term Liabilities	5,973,291	6,578,622	(605,331)	(9)%
Total Liabilities	7,299,312	7,625,708	(326,396)	(4)%
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%
13300 · GOF - Equity Transfers	12,751	(25,585,916)	25,598,667	100%
Net Income	(157,661)	(28,781)	(128,880)	(448)%
Total Equity	43,468,494	43,943,237	(474,743)	(1)%
TOTAL LIABILITIES & EQUITY	50,767,806	51,568,944	(801,139)	(2)%

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

	Jul '20 - Jan ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	449,029	474,250	(25,221)	95%
14100 · Moorage	1,089,335	839,289	250,046	130%
14200 · Hoist Dock & Services	547,253	520,626	26,627	105%
14300 · Shipping Terminal Revenues	0	14,250	(14,250)	0%
14400 · RV Parks	799,509	662,291	137,218	121%
14500 · Launch Ramp & Trailer Storage	61,042	42,165	18,877	145%
14600 · Miscellaneous Revenue	93,585	39,860	53,725	235%
14700 · Permit Revenues	(321)	0	(321)	100%
Total Income	<u>3,039,433</u>	<u>2,592,732</u>	<u>446,701</u>	<u>117%</u>
Gross Profit	3,039,433	2,592,732	446,701	117%
Expense				
15000 · Personnel Services	1,115,035	1,273,653	(158,618)	88%
16000 · Materials & Services	1,094,221	2,332,416	(1,238,195)	47%
16990 · Depreciation Expense	964,059	964,059	0	100%
17000 · Debt Service	390,964	757,297	(366,333)	52%
Total Expense	<u>3,564,280</u>	<u>5,327,426</u>	<u>(1,763,146)</u>	<u>67%</u>
Net Ordinary Income	(524,847)	(2,734,694)	2,209,847	19%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	112,216	108,813	3,404	103%
18200 · Interest Income	12,342	0	12,342	100%
18300 · Grants	10,371	1,560,000	(1,549,629)	1%
18600 · Gain/(Loss) on Sale of Assets	(2,126)			
18700 · Property & Dredge Sales	11,427	30,000	(18,573)	38%
18800 · Miscellaneous - Non-operating	11,278	0	11,278	100%
Total Other Income	<u>155,509</u>	<u>1,698,813</u>	<u>(1,543,303)</u>	<u>9%</u>
Other Expense				
19000 · Capital Outlay	440,629	5,939,000	(5,498,371)	7%
19600 · Contingency	0	151,941	(151,941)	0%
19700 · Transfers Out to Other Funds	109,816	1,650,000	(1,540,184)	7%
19830 · GAAP - D/S Principal Pmts	(326,772)	(326,772)	0	100%
19860 · GAAP - Capitalized Expenses	(433,855)	(433,855)	0	100%
19890 · Overhead Allocation	(1,496)	(1,496)	0	100%
Total Other Expense	<u>(211,677)</u>	<u>6,978,818</u>	<u>(7,190,495)</u>	<u>(3)%</u>
Net Other Income	<u>367,186</u>	<u>(5,280,006)</u>	<u>5,647,191</u>	<u>(7)%</u>
Net Income	<u>(157,661)</u>	<u>(8,014,699)</u>	<u>7,857,038</u>	<u>2%</u>

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

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14600 · Miscellaneous Revenue	17,762	0	17,762	100%
Total Income	17,762	0	17,762	100%
Gross Profit	17,762	0	17,762	100%
Expense				
15000 · Personnel Services	446,673	489,457	(42,784)	91%
16000 · Materials & Services	324,153	428,552	(104,399)	76%
16990 · Depreciation Expense	2,954	2,954	0	100%
Total Expense	773,779	920,963	(147,184)	84%
Net Ordinary Income	(756,017)	(920,963)	164,946	82%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	112,216	108,813	3,404	103%
18200 · Interest Income	12,342	0	12,342	100%
18800 · Miscellaneous - Non-operating	7,394			
Total Other Income	131,953	108,813	23,140	121%
Other Expense				
19000 · Capital Outlay	81,862	2,575,000	(2,493,138)	3%
19860 · GAAP - Capitalized Expenses	(81,862)	(81,862)	(0)	100%
19890 · Overhead Allocation	(624,064)	(624,064)	(0)	100%
Total Other Expense	(624,064)	1,869,074	(2,493,138)	(33)%
Net Other Income	756,017	(1,760,262)	2,516,279	(43)%
Net Income	0	(2,681,225)	2,681,225	0%

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

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	80,453	100,333	(19,880)	80%
14100 · Moorage	124,184	108,186	15,998	115%
14200 · Hoist Dock & Services	278,372	276,142	2,230	101%
14300 · Shipping Terminal Revenues	0	14,250	(14,250)	0%
14600 · Miscellaneous Revenue	375	0	375	100%
Total Income	<u>483,384</u>	<u>498,911</u>	<u>(15,526)</u>	<u>97%</u>
Gross Profit	483,384	498,911	(15,526)	97%
Expense				
15000 · Personnel Services	110,814	111,094	(280)	100%
16000 · Materials & Services	149,447	124,387	25,060	120%
16990 · Depreciation Expense	741,202	741,202	0	100%
17000 · Debt Service	184,428	483,268	(298,840)	38%
Total Expense	<u>1,185,891</u>	<u>1,459,951</u>	<u>(274,060)</u>	<u>81%</u>
Net Ordinary Income	(702,507)	(961,040)	258,533	73%
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	0	285,000	(285,000)	0%
19600 · Contingency	0	0	0	0%
19700 · Transfers Out to Other Funds	0	50,000	(50,000)	0%
19830 · GAAP - D/S Principal Pmts	(149,685)	(149,685)	0	100%
19860 · GAAP - Capitalized Expenses	0	0	0	0%
19890 · Overhead Allocation	17,987	17,987	0	100%
Total Other Expense	<u>(131,698)</u>	<u>203,302</u>	<u>(335,000)</u>	<u>(65)%</u>
Net Other Income	<u>145,111</u>	<u>(180,802)</u>	<u>325,913</u>	<u>(80)%</u>
Net Income	<u>(557,396)</u>	<u>(1,141,842)</u>	<u>584,446</u>	<u>49%</u>

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

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	109,946	108,500	1,446	101%
14100 · Moorage	414,478	361,669	52,809	115%
14200 · Hoist Dock & Services	260,869	224,068	36,802	116%
14600 · Miscellaneous Revenue	19,230	0	19,230	100%
14700 · Permit Revenues	(441)	0	(441)	100%
Total Income	<u>804,082</u>	<u>694,237</u>	<u>109,846</u>	<u>116%</u>
Gross Profit	804,082	694,237	109,846	116%
Expense				
15000 · Personnel Services	242,095	294,018	(51,922)	82%
16000 · Materials & Services	232,081	986,023	(753,942)	24%
16990 · Depreciation Expense	29,915	29,915	0	100%
17000 · Debt Service	4,617	32,915	(28,298)	14%
Total Expense	<u>508,708</u>	<u>1,342,870</u>	<u>(834,162)</u>	<u>38%</u>
Net Ordinary Income	295,374	(648,634)	944,008	(46)%
Other Income/Expense				
Other Income				
18300 · Grants	3,551	1,350,000	(1,346,449)	0%
18600 · Gain/(Loss) on Sale of Assets	(2,126)			
18800 · Miscellaneous - Non-operating	684			
Total Other Income	<u>2,109</u>	<u>1,350,000</u>	<u>(1,347,891)</u>	<u>0%</u>
Other Expense				
19000 · Capital Outlay	90,445	2,802,000	(2,711,555)	3%
19600 · Contingency	0	151,941	(151,941)	0%
19700 · Transfers Out to Other Funds	109,816	1,500,000	(1,390,184)	7%
19830 · GAAP - D/S Principal Pmts	(4,216)	(4,216)	0	100%
19860 · GAAP - Capitalized Expenses	(90,445)	(90,445)	0	100%
19890 · Overhead Allocation	275,664	275,664	(0)	100%
Total Other Expense	<u>381,264</u>	<u>4,634,944</u>	<u>(4,253,680)</u>	<u>8%</u>
Net Other Income	(379,155)	(3,284,944)	2,905,789	12%
Net Income	<u>(83,781)</u>	<u>(3,933,578)</u>	<u>3,849,797</u>	<u>2%</u>

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

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	258,631	265,417	(6,786)	97%
14100 · Moorage	550,673	369,435	181,238	149%
14200 · Hoist Dock & Services	8,012	20,417	(12,405)	39%
14400 · RV Parks	799,509	662,291	137,218	121%
14500 · Launch Ramp & Trailer Storage	61,042	42,165	18,877	145%
14600 · Miscellaneous Revenue	56,217	39,860	16,357	141%
14700 · Permit Revenues	120			
Total Income	<u>1,734,204</u>	<u>1,399,585</u>	<u>334,619</u>	<u>124%</u>
Gross Profit	1,734,204	1,399,585	334,619	124%
Expense				
15000 · Personnel Services	315,453	379,085	(63,632)	83%
16000 · Materials & Services	388,541	793,454	(404,913)	49%
16990 · Depreciation Expense	189,988	189,988	0	100%
17000 · Debt Service	201,919	241,114	(39,195)	84%
Total Expense	<u>1,095,901</u>	<u>1,603,641</u>	<u>(507,740)</u>	<u>68%</u>
Net Ordinary Income	638,303	(204,056)	842,359	(313)%
Other Income/Expense				
Other Income				
18300 · Grants	4,320	187,500	(183,180)	2%
18600 · Gain/(Loss) on Sale of Assets	0	0	0	0%
18700 · Property & Dredge Sales	513	30,000	(29,487)	2%
18800 · Miscellaneous - Non-operating	3,200	0	3,200	100%
18900 · Transfers In from Other Funds	0	0	0	0%
Total Other Income	<u>8,033</u>	<u>217,500</u>	<u>(209,467)</u>	<u>4%</u>
Other Expense				
19000 · Capital Outlay	268,322	277,000	(8,678)	97%
19600 · Contingency	0	0	0	0%
19700 · Transfers Out to Other Funds	0	100,000	(100,000)	0%
19830 · GAAP - D/S Principal Pmts	(172,871)	(172,871)	(0)	100%
19860 · GAAP - Capitalized Expenses	(261,548)	(261,548)	0	100%
19890 · Overhead Allocation	328,917	328,917	0	100%
Total Other Expense	<u>162,821</u>	<u>271,498</u>	<u>(108,677)</u>	<u>60%</u>
Net Other Income	<u>(154,787)</u>	<u>(53,998)</u>	<u>(100,789)</u>	<u>287%</u>
Net Income	<u>483,516</u>	<u>(258,054)</u>	<u>741,570</u>	<u>(187)%</u>

NOAA Lease Revenue Fund
Balance Sheet
As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
11015 · NLRF Checking - FIB 1115	875,922	0	875,922	100%
11025 · NLRF MM Savings - FIB 9604	500,034	0	500,034	100%
11035 · NLRF - LGIP 6263	2,012,602	0	2,012,602	100%
11080 · NLRF Checking - OCB 7827	0	270,937	(270,937)	(100)%
11085 · NOAA Money Market - Umpqua	0	1,797,126	(1,797,126)	(100)%
11087 · NOAA Capital Reserve - OCB	0	515,921	(515,921)	(100)%
11091 · NOAA Revenue Bond Reserve - ...	0	2,573,566	(2,573,566)	(100)%
11092 · Assignment of Deposit - OCB	63,561	62,387	1,173	2%
Total Checking/Savings	3,452,119	5,219,937	(1,767,817)	(34)%
Accounts Receivable				
11200 · Accounts Receivable	173	0	173	100%
Total Accounts Receivable	173	0	173	100%
Other Current Assets				
11300 · Prepaid Expenses	165,183	91,614	73,569	80%
11480 · PERS - NPA(L)	(42,919)	(42,919)	0	0%
11485 · PERS - Deferred OF	17,086	17,086	0	0%
Total Other Current Assets	139,350	65,781	73,569	112%
Total Current Assets	3,591,642	5,285,717	(1,694,075)	(32)%
Fixed Assets				
11500 · Capital Assets	23,232,282	24,672,668	(1,440,386)	(6)%
Total Fixed Assets	23,232,282	24,672,668	(1,440,386)	(6)%
Other Assets				
11825 · Advance Refunding Valuation	962,415	0	962,415	100%
Total Other Assets	962,415	0	962,415	100%
TOTAL ASSETS	27,786,340	29,958,385	(2,172,046)	(7)%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
12000 · Accounts Payable	168,756	1,650	167,106	10,125%
Total Accounts Payable	168,756	1,650	167,106	10,125%
Other Current Liabilities				
12100 · Payroll Liabilities	11,123	8,016	3,107	39%
12200 · Due to Other Funds	29,857	14,310	15,547	109%
12300 · Accrued Interest Payable	201,373	429,587	(228,214)	(53)%
12350 · Current Portion-Long Term Debt	1,290,000	995,000	295,000	30%
Total Other Current Liabilities	1,532,353	1,446,913	85,440	6%
Total Current Liabilities	1,701,109	1,448,563	252,546	17%
Long Term Liabilities				
12400 · Long Term Debt	16,686,861	17,014,446	(327,585)	(2)%
12800 · Less Current Portion-LT Debt	(1,290,000)	(995,000)	(295,000)	(30)%
12900 · PERS - Deferred IF	7,771	7,771	0	0%
Total Long Term Liabilities	15,404,632	16,027,217	(622,585)	(4)%
Total Liabilities	17,105,741	17,475,780	(370,039)	(2)%
Equity				
13000 · NLRF - Restricted FB-Bond Res.	1,761,721	0	1,761,721	100%
13010 · NLRF - Unassigned FB	11,250,823	(14,317,905)	25,568,728	179%
13075 · NLRF - Prior Period Adj	0	(9,776)	9,776	100%
13220 · NLRF - Bond Costs (65)	0	(349,289)	349,289	100%
13300 · NLRF - Equity Transfers	0	25,585,916	(25,585,916)	(100)%
32000 · Unrestricted Net Assets	0	1,741,983	(1,741,983)	(100)%
Net Income	(2,331,946)	(168,323)	(2,163,623)	(1,285)%
Total Equity	10,680,598	12,482,605	(1,802,007)	(14)%
TOTAL LIABILITIES & EQUITY	27,786,340	29,958,385	(2,172,046)	(7)%

Port of Newport - NOAA Lease Revenue Fund

Budget vs. Actual

July 2020 through January 2021

	<u>Jul '20 - Jan 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	1,507,260	1,514,275	(7,015)	100%
14605 · Miscellaneous - Operating	2,061	0	2,061	100%
Total Income	<u>1,509,321</u>	<u>1,514,275</u>	<u>(4,954)</u>	<u>100%</u>
Expense				
15000 · Personnel Services	61,834	90,461	(28,627)	68%
16000 · Materials & Services	195,818	248,110	(52,293)	79%
16990 · Depreciation Expense	914,165	914,165	0	100%
17000 · Debt Service	1,759,380	1,760,089	(709)	100%
Total Expense	<u>2,931,197</u>	<u>3,012,825</u>	<u>(81,628)</u>	<u>97%</u>
Net Ordinary Income	<u>(1,421,876)</u>	<u>(1,498,550)</u>	<u>76,674</u>	<u>95%</u>
Other Income/Expense				
Other Income				
18200 · Interest Income	10,853	58,333	(47,481)	19%
18300 · Grants	0	0	0	0%
18800 · Miscellaneous - Non-operating	21			
18900 · Transfers In from Other Funds	0	334,500	(334,500)	0%
Total Other Income	<u>10,873</u>	<u>392,833</u>	<u>(381,960)</u>	<u>3%</u>
Other Expense				
19000 · Capital Outlay	36,956	334,500	(297,544)	11%
19600 · Contingency	0	100,000	(100,000)	0%
19700 · Transfers Out	2,209,445	3,080,411	(870,966)	72%
19830 · GAAP - D/S Principal Pmts	(1,290,000)	(1,290,000)	0	100%
19860 · GAAP - Capitalized Expenses	(36,956)	(36,956)	0	100%
19890 · Admin Overhead Allocation	1,498	1,498	(0)	100%
Total Other Expense	<u>920,943</u>	<u>2,189,453</u>	<u>(1,268,510)</u>	<u>42%</u>
Net Other Income	<u>(910,070)</u>	<u>(1,796,620)</u>	<u>886,550</u>	<u>51%</u>
Net Income	<u>(2,331,946)</u>	<u>(3,295,170)</u>	<u>963,224</u>	<u>71%</u>

Port of Newport - NOAA Capital Maintenance Fund
 Balance Sheet - NCMF
 As of January 31, 2021

	<u>Jan 31, 21</u>	<u>Jan 31, 20</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
11035 · NCMF - LGIP 6263	2,221,069	0	2,221,069	100%
Total Checking/Savings	2,221,069	0	2,221,069	100%
Total Current Assets	2,221,069	0	2,221,069	100%
TOTAL ASSETS	2,221,069	0	2,221,069	100%
LIABILITIES & EQUITY				
Equity				
Net Income	2,221,069	0	2,221,069	100%
Total Equity	2,221,069	0	2,221,069	100%
TOTAL LIABILITIES & EQUITY	2,221,069	0	2,221,069	100%

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

	<u>Jul '20 - Jan 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
18200 · Interest Income	11,624	0	11,624	100%
18900 · Transfers In from Other Funds	2,209,445	191,966	2,017,479	1,151%
Total Other Income	2,221,069	191,966	2,029,103	1,157%
Other Expense				
19600 · Contingency	0	150,000	(150,000)	0%
19700 · Transfers Out	0	1,334,500	(1,334,500)	0%
Total Other Expense	0	1,484,500	(1,484,500)	0%
Net Other Income	2,221,069	(1,292,534)	3,513,603	(172)%
Net Income	2,221,069	(1,292,534)	3,513,603	(172)%

Port of Newport - Bonded Debt Fund
Balance Sheet
As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
400 · Bonded Debt Fund	107,520	147,226	(39,706)
Total Checking/Savings	107,520	147,226	(39,706)
Other Current Assets			
11270 · Property Tax Receivable	55,656	86,925	(31,269)
Total Other Current Assets	55,656	86,925	(31,269)
Total Current Assets	163,176	234,151	(70,975)
Other Assets			
11800 · Bond Issue costs, net of amort.	0	2,916	(2,916)
11825 · Advance Refunding Valuation	700,453	416,150	284,303
Total Other Assets	700,453	419,066	281,387
TOTAL ASSETS	863,629	653,217	210,412
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
12350 · Bonds Payable - Current	335,000	350,000	(15,000)
Total Other Current Liabilities	335,000	350,000	(15,000)
Total Current Liabilities	335,000	350,000	(15,000)
Long Term Liabilities			
12515 · 2011 Series Bonds	(70,000)	4,948,669	(5,018,669)
12520 · 2016 Series Bonds	6,478,195	7,043,195	(565,000)
12525 · 2019 Series Bonds	5,160,000	0	5,160,000
12590 · Bond Premiums	796,865	796,865	0
12800 · Less Current Portion LTD	(335,000)	(350,000)	15,000
12920 · Deferred IF - Refund Valuation	20,808	20,808	0
Total Long Term Liabilities	12,050,868	12,459,537	(408,669)
Total Liabilities	12,385,868	12,809,537	(423,669)
Equity			
13000 · BDF - Restricted FB	(12,052,349)	(12,290,511)	238,162
13220 · BDF - Bond Costs (65)	0	6,014	(6,014)
Net Income	530,110	128,176	401,933
Total Equity	(11,522,239)	(12,156,320)	634,081
TOTAL LIABILITIES & EQUITY	863,629	653,217	210,412

Port of Newport - Bonded Debt Fund
Profit & Loss Budget vs. Actual
 July 2020 through January 2021

	<u>Jul '20 - Jan 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
18106 · Bond Levy Proceeds	746,663	811,000	(64,337)	92%
Total Income	746,663	811,000	(64,337)	92%
Gross Profit	746,663	811,000	(64,337)	92%
Expense				
17000 · Debt Service	621,570	765,541	(143,971)	81%
Total Expense	621,570	765,541	(143,971)	81%
Net Ordinary Income	125,093	45,459	79,634	275%
Other Income/Expense				
Other Income				
18200 · Bank Interest Income	17	2,042	(2,025)	1%
Total Other Income	17	2,042	(2,025)	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	405,017	407,042	(2,025)	100%
Net Income	530,110	452,501	77,609	117%

Port of Newport - Construction Fund
Balance Sheet
As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
300 - Construction Fund	13,071	14,392	(1,322)
Total Checking/Savings	13,071	14,392	(1,322)
Total Current Assets	13,071	14,392	(1,322)
TOTAL ASSETS	13,071	14,392	(1,322)
LIABILITIES & EQUITY			
Equity			
13010 - CF - Unassigned FB	13,070	30,337	(17,267)
Net Income	1	(15,945)	15,945
Total Equity	13,071	14,392	(1,322)
TOTAL LIABILITIES & EQUITY	13,071	14,392	(1,322)

Port of Newport - Construction Fund
Profit & Loss Budget vs. Actual
 July 2020 through January 2021

	<u>Jul '20 - Jan 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	1	0	1	100%
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	0	30,452	(30,452)	0%
Total Other Expense	0	30,452	(30,452)	0%
Net Other Income	1	(30,452)	30,453	(0)%
Net Income	<u>1</u>	<u>(30,452)</u>	<u>30,453</u>	<u>(0)%</u>

Port of Newport - Facility Maintenance Reserve Fund
Balance Sheet
As of January 31, 2021

	Jan 31, 21	Jan 31, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
200 · Facility Maintenance Rsrv Fund	372,414	151,407	221,008
Total Checking/Savings	372,414	151,407	221,008
Total Current Assets	372,414	151,407	221,008
TOTAL ASSETS	372,414	151,407	221,008
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
12000 · Accounts Payable	0	4,642	(4,642)
Total Accounts Payable	0	4,642	(4,642)
Total Current Liabilities	0	4,642	(4,642)
Total Liabilities	0	4,642	(4,642)
Equity			
13005 · FMRF - Asgnd-Future Exp.	186,816	150,000	36,816
13006 · FMRF - Asgnd-CM Elec. Upgrades	138,000	0	138,000
13010 · FMRF - Unassigned FB	(63,182)	(2,820)	(60,363)
Net Income	110,781	(415)	111,196
Total Equity	372,414	146,765	225,649
TOTAL LIABILITIES & EQUITY	372,414	151,407	221,008

Port of Newport - Facility Maintenance Reserve Fund
Profit & Loss Budget vs. Actual
 July 2020 through January 2021

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
18200 · Interest Income	965	875	90	110%
18900 · Transfers In				
18902 · Transfers In from General Fund	109,816			
18900 · Transfers In - Other	0	962,500	(962,500)	0%
Total 18900 · Transfers In	109,816	962,500	(852,684)	11%
Total Other Income	110,781	963,375	(852,594)	11%
Other Expense				
19600 · Contingency	0	130,120	(130,120)	0%
19700 · Transfers Out				
19702 · Transfers Out to General Fund	0	300,000	(300,000)	0%
Total 19700 · Transfers Out	0	300,000	(300,000)	0%
Total Other Expense	0	430,120	(430,120)	0%
Net Other Income	110,781	533,255	(422,474)	21%
Net Income	110,781	533,255	(422,474)	21%



CONSENT CALENDAR ITEM

DATE: February 18, 2021
RE: ServPro Invoice
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

I previously reported that a user damaged the water spigot at the International Terminal Shop and caused the building to flood in the process. At the time of this incident, I contacted SDIS to notify them of the potential claim and passed along the insurance information of the responsible party. Because water damage was the main concern, I quickly requested response from ServPro to clean and dry the building. I confirmed with SDIS that this was the proper method, and although we have a \$10K deductible, we should expect to be reimbursed 100% for this invoice by the responsible party's insurance provider.

DETAIL

Since the Port requested the services, we receive the invoice and get reimbursed by the insurance company. We have not yet received the reimbursement and we are clarifying with them that it is enroute. In order to ensure timely payment and avoid fees, I am requesting authorization to pay this invoice. We are expecting reimbursement from our insurance provider.

BUDGET IMPACTS

This will come from the Terminal's budget until reimbursement is completed by the insurance provider.

RECOMMENDATION

IF NOT APPROVED ON THE CONSENT CALENDAR, I RECOMMEND A MOTION APPROVING THE GM TO PAY THE ATTACHED SERVPRO INVOICE.

Servpro of Salem West/Lincoln & Polk Co.

PO Box 2664
Salem, OR 97308
503-393-9999
office@servpro8603.com
www.servprosalemwest.com



INVOICE

BILL TO

Port of Newport
1010 SE Bay Blvd.
Newport, OR 97365
United States

INVOICE # 531637 DATE 01/12/2021 TERMS Due upon receipt

ACTIVITY	DESCRIPTION	AMOUNT
Water Remed	Water Restoration	17,309.19

BALANCE DUE **\$17,309.19**

Per Tim Baner @ SDB - pay then he will reimburse us

RECEIVED JAN 27 2021

Thank you for choosing Servpro. We appreciate your business.
Page 1 of 1



CONSENT CALENDAR ITEM

DATE: February 1st, 2021
RE: NOAA MOC-P Pier Conduit, Anti-Corrosion System
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Port Commission approved a \$50K contract with Crux Diving to replace the eastern zone cathodes on the anti-corrosion system for the NOAA MOC-P Pier. They completed the installation of new cathodes and all “in-water” work is done for permitting purposes. Due to extremely heavy marine growth inside the conduit on this zone, we will also need to replace the conduit for the wires, which was an unforeseen problem.

DETAIL

Extremely heavy marine growth prevented the divers from being able to pull wire through the existing pier conduit. To comply with the timeline required for our permits, the divers finished the installation of the cathodes, and prepared to connect them, but stopped in order to allow us to get approval for additional funding to replace the conduit.

The other zones are currently providing corrosion protection for the pier, but we need to get this zone reconnected as soon as possible so that it functions properly. We did not encounter this problem last year when working on the west end of the pier because marine growth occurs at varying rates based on location, lighting, depth, salinity, and many other factors. The conduit in this zone is plugged solid. Strapping hardware into place and pulling wire does not require additional permitting, and can be done at any time.

BUDGET IMPACTS

There is room in the budget to finish this work; I am submitting this for Commission approval because it is a change to a contract that they previously authorized.

RECOMMENDATION

IF NOT APPROVED ON THE CONSENT CALENDAR, I RECOMMEND A MOTION APPROVING STAFF TO REQUEST ADDITIONAL SERVICES FROM CRUX DIVING NTE \$11,000 FOR THE INSTALLATION OF NEW CONDUIT ON THE NOAA PIER.



C O N S E N T C A L E N D A R I T E M

DATE: February 18, 2021
RE: HDR Contract Amendment
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

HDR Engineering INC. entered into a contract with the Port of Newport for construction and management services on the Port Dock 5 Pier project. At the time of the contract, we anticipated the possibility of not being able to complete in-water work in time, and amending the contract when the project completion date became more clear.

DETAIL

The project has progressed well, and we are on schedule to complete the in-water work and wrap up the project in the first week of May. The current contract with HDR has a contract-completion date of March 1st, 2021 so we need to amend the contract to extend to the end of the project.

BUDGET IMPACTS

This does not change the budget for the project, nor does it increase the cost of the contract.

RECOMMENDATION

IF NOT APPROVED ON THE CONSENT CALENDAR, I RECOMMEND A MOTION APPROVING THE GM TO AMEND THE CONTRACT WITH HDR FOR CONSTRUCTION AND PROJECT MANAGEMENT TO CHANGE THE CONTRACT COMPLETION DATE TO MAY 15, 2021.

Amendment & Addendum to Services Agreement
Between
Port of Newport (Port)
and
HDR Engineering Inc. (Contractor)

Whereas the parties entered into an agreement for project and construction management on the Port Dock 5 Pier Construction Project dated September 9, 2020.

Whereas the parties agreed to a contract completion date of March 1, 2021.

Whereas the project is currently ongoing, on schedule, and projected to continue through the first week of May.

Therefore, the parties agree to amend their services agreement as follows:

The new contract completion date shall be May 15, 2021.

Original Agreement Not Otherwise Amended.

Except as amended herein, the parties original Services Agreement pertaining to Project and Construction Management remains unchanged.

Dated this _____ day of February 2021.

HDR Engineering Inc.
Tracy Ellwein, PE, Vice President

Date

Port of Newport
Paula J. Miranda

Date

Amendment & Addendum to Services Agreement



CONSENT CALENDAR ITEM

DATE: February 18, 2021
RE: Platt Electric Purchase of GFI Breakers for South Beach Marina
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

In previous meetings we have discussed the need to improve isolation capabilities in the South Beach Marina due to the upcoming Load Center project, which will require ground fault interrupt to be installed at the load centers. We used a price agreement with the State of Oregon to fulfill the minimum quote requirement, but found the supplies for about \$4,400 less through Platt electric.

DETAIL

These breakers will be installed in the power pedestals in the South Beach Marina to provide GFI protection at the pedestal so that any ground fault interrupt trips can be identified at the source.

BUDGET IMPACTS

This will come from the South Beach Marina maintenance budget.

RECOMMENDATION

IF NOT APPROVED ON THE CONSENT CALENDAR, I RECOMMEND A MOTION APPROVING THE GM TO PURCHASE THE ATTACHED ELECTRICAL SUPPLIES FROM PLATT ELECTRIC NTE \$27,000.00

Description:
GFI Breaker Quote

Quote #556211
Updated On: 02/10/2021

Company Name:
Port of Newport

Billing Address:
Port of Newport (10333)
600 SE Bay Blvd
Newport, OR 97394

Created Date:
2/10/21 10:08 AM

Shipping Address:
600 SE Bay Blvd
Newport, OR 97394 USA

Shipping Method:
Hold For Pickup

FOB:
Destination

Sales Person:
Levi Wirick
levi.wirick@platt.com

Branch:
Newport #26
(541) 265-6822

PRODUCTS		QTY	UNT PR / UOM	TOTALS
1.	 BKRGENTHQL1130GFT 23001 Breaker, 30A, 1P, 120V, 10 kAIC, Q-Line Ground Fault MFR: ABB	430	\$46.48 ⁶⁵⁰ EA	\$19,989.20
2.	 BKRGENTHQL1120GFT 22998 Breaker, 20A, 1P, 120V, 10 kAIC, Q-Line Ground Fault CB MFR: ABB	115	\$46.48 ⁶⁵⁰ EA	\$5,345.95
3.	 BKRGENTHQL2150GFT 630761 Breaker, 50A, 2P, 120/240V, 10 kAIC, Q-Line Ground Fault MFR: GE Industrial	10	\$154.20 ²⁴⁰ EA	\$1,542.02

Prices are subject to change without notice. Prices quoted, unless otherwise specifically noted on this quotation, are subject to availability and must be accepted and released for immediate shipment within 48 hours. Many Platt manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic. Be advised that Platt considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Platt's Standard Terms and Condition of Sale are not included in this document, but are so here incorporated by reference within this quotation. A copy of Platt's Standard Terms and Condition of Sale is available at <https://www.platt.com/Downloads/pdfs/TermsOfSale.pdf>

Full phone support 7 days/week 4am - midnight PT, 5am - 1am MT at (800) 257-5288

Entire Quote:

Sub Total:	\$26,877.17
S/H:	Not Included
Other Charges:	\$0.00
Tax:	\$0.00
Total:	\$26,877.17



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45790	ACE Hardware			
12/16/2020	3685/1		PO30152: Flashlights	Commercial Marina	83.98
			PO30152: Batteries	Commercial Marina	36.35
					<u>120.33</u>
1/4/2021	45791	Airgas USA			
12/15/2020	9108080209		PO50063: Welding rods to repair stormdrain vault lids	International Terminal	28.34
12/16/2020	9108128071		PO30153: Welding rods	Commercial Marina	29.52
					<u>57.86</u>
1/4/2021	45792	AlSCO			
12/1/2020	LPOR2571455		NIT towels	International Terminal	32.95
12/1/2020	LPOR2584176		SB mats	SB Customer Service	72.06
12/15/2020	LPOR2599072		SB mats	SB Customer Service	72.06
12/17/2020	LPOR2600098		NIT towels	International Terminal	32.95
			NIT FC for Oct unpaid	International Terminal	0.49
12/29/2020	LPOR2604313		SB mats	SB Customer Service	72.06
12/30/2020	LPOR2604769		Shop towels, shirt, and mats	Administration	34.75
					<u>317.32</u>
1/4/2021	45793	Alsea Bay Power Products			
12/12/2020	328322		PO710165: Lawnmower parts	SB Operations	84.02
					<u>84.02</u>
1/4/2021	45794	Amazon Capital Services			
12/16/2020	1XVM-VV9H-11HM		PO30148: Pushbutton pendant station for hoist	Commercial Marina	453.72
			PO30148: Freight	Commercial Marina	12.09
12/17/2020	1KG4-XR1Y-PK43		PO710170: Weather station	SB Operations	169.99
12/19/2020	1WKC-QVYH-GWFW		PO10060: Offices supplies	Administration	12.99
			PO10060: Plexiglass shields	Administration	149.98
12/21/2020	1F43-6K3K-FC7W		PO710172: Front tires for riding mower	SB Operations	98.95
12/24/2020	1JW7-CT7T-QVYX		PO10060: 1099-Misc forms and wrist support glove	Administration	51.99
12/28/2020	1QL6-YHF7-RCH9		PO30165: Midwest load center kit	Commercial Marina	24.99
					<u>974.70</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45795	Cedar Creek Quarries			
12/10/2020	0119946-IN		PO710156: 20 yrds river rock for landscaping	SB Operations	545.49
					<u>545.49</u>
1/4/2021	45796	Century Link			
12/5/2020	5412657758840B-12/20		Telephone	Administration	223.86
12/5/2020	5412659651245B-12/20		Telephone	International Terminal	202.56
					<u>426.42</u>
1/4/2021	45797	Clean Way Environmental Partners			
12/14/2020	7617		PO50061: Stormwater catchbasin vermiculite filters	International Terminal	2,450.00
			PO50061: Shipping	International Terminal	374.92
					<u>2,824.92</u>
1/4/2021	45798	Coastal Paper & Supply			
12/15/2020	585098		PO710163: Paper products and cleaning supplies	SB Operations	536.70
			PO710163: Shipping	SB Operations	4.00
12/22/2020	585374		PO30151: Paper products and cleaning supplies	Commercial Marina	395.85
			PO30151: Shipping	Commercial Marina	4.00
12/22/2020	585405		PO710171: Paper products and cleaning supplies	SB Operations	489.85
			PO710171: Shipping	SB Operations	4.00
					<u>1,434.40</u>
1/4/2021	45799	Creative Landscape & Maintenance			
12/10/2020	1145-958		Landscape maintenance - 11/20	Administration	495.00
					<u>495.00</u>
1/4/2021	45800	Dahl & Dahl			
11/30/2020	264335		PO30138: Take load of garbage to dump	Commercial Marina	342.62
12/15/2020	265116		PO30149: Take load of garbage to dump	Commercial Marina	402.38
12/16/2020	265163		PO30154: Take load of garbage to dump	Commercial Marina	256.30
12/17/2020	265212		PO30158: Take load of garbage to dump	Commercial Marina	216.46
					<u>1,217.76</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45801	Daily Journal of Commerce			
12/11/2020	10043673		PO10072: PD5 pier construction RFQ	Administration	171.58
					<u>171.58</u>
1/4/2021	45802	Design Space			
12/18/2020	1167832-IN		Customs office lease	Administration	217.00
					<u>217.00</u>
1/4/2021	45803	Doug's Electric			
12/23/2020	C35623F		PO710173: Consulting on GFI protection	SB Operations	110.00
					<u>110.00</u>
1/4/2021	45804	DOWL			
12/14/2020	0860-0003.50-1		PD5 Project - Engineering services	Commercial Marina	5,350.00
					<u>5,350.00</u>
1/4/2021	45805	Englund Marine Supply Co			
12/15/2020	974654/6		PO30150: Gloves	Commercial Marina	209.00
12/17/2020	156929/6		PO30159: Hydraulic hose and fittings	Commercial Marina	20.41
12/18/2020	974811/6		PO30160: Hardware	Commercial Marina	1.96
12/23/2020	974979/6		PO30161: Parts for dumpster	Commercial Marina	28.80
					<u>260.17</u>
1/4/2021	45806	G & K Floors			
12/18/2020	010121		Janitorial services - SB	SB Customer Service	1,680.00
			Janitorial services - Port office	Administration	200.00
					<u>1,880.00</u>
1/4/2021	45807	Geotechnical Resources			
12/22/2020	28941		Geotechnical services for Admin Building planning phase	Administration	4,690.00
					<u>4,690.00</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45808	Idea Print Works			
12/14/2020	10270		PO10069: PON clothing	Administration	124.00
			PO10069: PON clothing	SB Operations	989.50
			PO10069: PON clothing	SB Customer Service	248.00
			PO10069: PON clothing	International Terminal	576.00
					<u>1,937.50</u>
1/4/2021	45809	Industrial Welding Supply			
12/29/2020	931062-00		PO30166: Gloves	Commercial Marina	59.61
					<u>59.61</u>
1/4/2021	45810	Kern & Thompson			
11/30/2020	24066		Audit WIP	Administration	4,000.00
					<u>4,000.00</u>
1/4/2021	45811	Leisure Interactive			
1/1/2021	27744		Annual software subscription for SB	Administration	6,300.00
					<u>6,300.00</u>
1/4/2021	45812	Employee			
1/4/2021	01/21 Reimbursement		Employee reimbursement - coffee	Administration	63.98
					<u>63.98</u>
1/4/2021	45813	Newport News-Times			
12/4/2020	102501-68-04		PO10067: Legal Notice - Supplemental Budget Hearing	Administration	65.41
12/16/2020	102501-72-16		PO10070: Public Notice - PD5 Pier Project Construction RFQ	Administration	87.21
					<u>152.62</u>
1/4/2021	45814	NW Natural			
12/17/2020	1584562-1 12-20		SB gas	SB Customer Service	257.79
			Late fee	Administration	4.76
12/17/2020	1584561-3 12-20		SB gas - shop	SB Operations	176.51
			Late fee	SB Operations	3.00
					<u>442.06</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45815	Oregon Department of State Lands			
12/28/2020	23363		Base Fee Fill Renewal Fee	Commercial Marina	841.00
					<u>841.00</u>
1/4/2021	45816	Orkin			
12/24/2020	207170762		January pest control	Administration	45.00
					<u>45.00</u>
1/4/2021	45817	PacificSource Administrators			
12/20/2020	7462		HRE insurance withholding	Administration	160.84
			HRE insurance withholding	SB Customer Service	50.00
12/31/2020	4770		December HRE member fees	Administration	85.00
					<u>295.84</u>
1/4/2021	45818	Pioneer Printing			
12/15/2020	73986		PO10071: Service tickets - 3,000	Administration	413.40
12/21/2020	73892		PO10061: 1,000 2021 tide tables	Administration	138.50
			PO10061: 2,000 2021 tide tables	SB Customer Service	277.00
					<u>828.90</u>
1/4/2021	45819	Platt Electric Supply			
12/17/2020	0X70430		PO30113: Levitron cap for 220v hoist dock electrical	Commercial Marina	59.95
12/17/2020	1C85438		PO30155: Electrical connectors	Commercial Marina	0.73
			PO30155: Fluke infrared thermometer	Commercial Marina	7.98
12/18/2020	1C87477		PO30155: Fluke infrared thermometer replacement	Commercial Marina	95.00
					<u>163.66</u>
1/4/2021	45820	Rondys			
12/29/2020	Lease 0920		Gear storage lease	International Terminal	2,000.00
12/29/2020	Lease 1020		Gear storage lease	International Terminal	2,000.00
12/29/2020	Lease 1220		Gear storage lease	International Terminal	2,000.00
12/29/2020	Lease 1120		Gear storage lease	International Terminal	2,000.00
12/29/2020	Lease 0121		Gear storage lease	International Terminal	2,000.00
					<u>10,000.00</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45821	Sherwin-Williams			
12/17/2020	7967-4		PO50065: Painting supplies	International Terminal	331.21
12/28/2020	8219-9		PO50071: Painting supplies for office	International Terminal	79.76
12/28/2020	8218-1		PO50070: Paint for office	International Terminal	104.68
12/28/2020	8221-5		PO50072: Paint for office	International Terminal	32.44
					<u>548.09</u>
1/4/2021	45822	Smart Foodservice - Cash & Carry			
12/17/2020	10701		PO30157: Breakroom supplies	Commercial Marina	167.10
					<u>167.10</u>
1/4/2021	45823	Staples			
11/30/2020	3463348348		PO10065: Office supplies - Staple removers	Administration	5.10
			PO10065: Cleaning supplies - Ajax and tp	Administration	48.40
			PO10065: Safety supplies - disposable masks	Administration	129.90
			PO10065: Safety supplies - disposable masks	SB Customer Service	129.90
					<u>313.30</u>
1/4/2021	45824	Suburban Propane			
12/8/2020	103073		Propane	Commercial Marina	310.12
12/14/2020	1568-103888SB 12-20		Annual propane tank rental	SB Operations	81.00
12/15/2020	103150		Propane	SB Operations	214.98
12/29/2020	103272		Propane	Commercial Marina	277.44
					<u>883.54</u>
1/4/2021	45825	T & L Septic Tank Service			
12/25/2020	151375		Chemical toilet rental - Bay front	Commercial Marina	260.00
12/25/2020	151376		Chemical toilet rental - Bay front	Commercial Marina	250.00
12/25/2020	151377		Chemical toilet rental - Marina store	SB Operations	80.00
12/25/2020	151378		Chemical toilet rental - SB south restroom	SB Operations	80.00
12/25/2020	151379		Chemical toilet rental - Marina & RV park	SB Operations	80.00
12/25/2020	151380		Chemical toilet rental - NIT	International Terminal	80.00
12/25/2020	151381		Chemical toilet rental - SB dry camp	SB Operations	80.00
					<u>910.00</u>



Port of Newport
Operating Fund
January 2021

Date	Num	Name	Memo	Class	Amount
1/4/2021	45826	Thompson's Nursery			
12/12/2020	333424		PO710164: Landscaping plants	SB Operations	446.00
					<u>446.00</u>
1/4/2021	45827	Toyota Industries Commercial Finance			
12/7/2020	4002960500-17		2017 CM forklift - principal	Commercial Marina	607.04
			2017 CM forklift - interest	Commercial Marina	52.51
					<u>659.55</u>
1/4/2021	45828	TWGW NAPA Auto Parts			
12/16/2020	846705		PO50064: Weatherstripping for stormwater lids	International Terminal	32.99
12/16/2020	846703		PO50064: Weatherstripping for stormwater lids	International Terminal	32.99
12/16/2020	846739		PO30156: Set of metric allen wrenches	Commercial Marina	7.99
12/18/2020	847022		PO50066: Weatherstripping for stormwater lids	International Terminal	230.93
12/21/2020	847446		PO30164: Ignition coil for F-150	Commercial Marina	334.99
12/21/2020	847444		PO30164: Spark plugs for F-150		0.00
12/23/2020	847994		PO710175: Compressor oil filters and oil	SB Operations	40.81
12/23/2020	848043		PO30168: Primary wires and circuit tester	Commercial Marina	27.47
12/24/2020	848165		PO30164: Spark plugs for F-150	Commercial Marina	31.92
					<u>740.09</u>
1/4/2021	45829	Verizon Wireless			
12/12/2020	9869000717		Monthly cell phone	Administration	43.08
			Monthly cell phone	Commercial Marina	46.26
			Monthly cell phone	International Terminal	63.80
			Monthly cell phone	SB Operations	60.62
			Monthly MiFi	SB Customer Service	8.84
			Monthly cell phone plan	Administration	119.07
					<u>341.67</u>
1/4/2021	45830	Voya (State of Oregon Plan)			
1/1/2021	January - 2021		Monthly employee contributions	Administration	50.00
					<u>50.00</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/4/2021	45831	Wells Fargo Financial Leasing			
12/5/2020	5012982649		Copier leases - North office	Administration	141.50
			Copier lease - SB office	SB Customer Service	141.50
					<u>283.00</u>
1/4/2021	45832	Western Title & Escrow Co			
12/31/2020	WT0206988-1		Admin Building - OAE Report - 510 and 600 SE Bay Blvd	Administration	400.00
					<u>400.00</u>
1/13/2021	45833	Abbey Floor & More			
12/22/2020	4989		PO710180: Deposit on marina office flooring	SB Operations	2,513.75
					<u>2,513.75</u>
1/13/2021	45834	Alan Brown Tire Center			
1/6/2021	72500439511		PO30173: Dispose of tires and rims	Commercial Marina	55.00
					<u>55.00</u>
1/13/2021	45835	Alsco			
12/1/2020	LPOR2591650		Shop towels, shirt, and mats	Administration	34.75
12/9/2020	LPOR2596964		Shop towels, shirt, and mats	Administration	34.75
12/16/2020	LPOR2599597		Shop towels, shirt, and mats	Administration	34.75
12/23/2020	LPOR2602158		Shop towels, shirt, and mats	Administration	34.75
12/31/2020	LPOR2605271		Towels	International Terminal	32.95
1/6/2021	LPOR2607480		Shop towels, shirt, and mats	Administration	34.75
1/13/2021	LPOR2610622		Shop towels, shirt, and mats	Administration	34.75
			Finance charge	Administration	0.52
					<u>241.97</u>
1/13/2021	45836	Barrelhead Supply			
1/4/2021	298657		PO710150: 250W R-40 red heat bulbs for signs	SB Operations	44.95
					<u>44.95</u>
1/13/2021	45837	Business Oregon - IFA			
1/4/2021	65541 2/21		Loan payment - principal	International Terminal	2,083.33
1/5/2021	Loan App Fee		OR Port Revolving Fund - Admin building loan application fee	Administration	100.00
					<u>2,183.33</u>



Port of Newport
Operating Fund
January 2021

Date	Num	Name	Memo	Class	Amount
1/13/2021	45838	City of Newport Room Tax			
12/31/2020	Dec 2020 Room Tax		Transient room tax - December 2020	SB Customer Service	1,292.84
					<u>1,292.84</u>
1/13/2021	45839	CoastCom By Wave			
12/31/2020	121313501-0008579		Internet - December 2020	SB Customer Service	1,008.08
			Internet - December 2020	Administration	500.00
					<u>1,508.08</u>
1/13/2021	45840	Dahl & Dahl			
1/6/2021	266119		PO30172: Take load of garbage to dump	Commercial Marina	255.30
					<u>255.30</u>
1/13/2021	45841	DH Goebel, Architect	Final Design phase 3 of New Admin Bldg		
1/10/2021	PONjan21 - 210110		Architectural Services 40%	Administration	15,120.00
			Structural Engineering Services 40%	Administration	3,600.00
			Reimbursables	Administration	84.00
					<u>18,804.00</u>
1/13/2021	45842	Doug's Electric			
1/6/2021	503608		PO710179: Deposit - Refeed power to part of B dock	SB Operations	3,664.00
					<u>3,664.00</u>
1/13/2021	45843	EARTH2O			
1/4/2021	152556		10 bottles of water package - 9	Commercial Marina	53.46
			10 bottles of water package - 1	Administration	5.94
					<u>59.40</u>
1/13/2021	45844	Englund Marine Supply Co			
12/7/2020	154497/6		PO50057: Hydraulic adapter FP-FP straight	International Terminal	1.34
1/4/2021	975339/6		PO30169: Control cable for tug	Commercial Marina	35.07
1/4/2021	159797/6		PO30170: Restroom blow dryer hose replacement	Commercial Marina	41.10
					<u>77.51</u>
1/13/2021	45845	Harvey's Lock & Key			
12/30/2020	21533		PO30167: Service call and new lock for SW CM restroom	Commercial Marina	488.85
					<u>488.85</u>



Port of Newport
Operating Fund
January 2021

Date	Num	Name	Memo	Class	Amount
1/13/2021	45846	Hyak			
12/31/2020	24300		CM scanner connector	Commercial Marina	135.00
			SB scanner connector	SB Operations	135.00
1/1/2021	24332		IT services - MS 365, web filtering, desktop support	Administration	4,625.00
					<u>4,895.00</u>
1/13/2021	45847	MacPherson Gintner & Diaz			
12/31/2020	81720		Professional services	Administration	3,577.50
					<u>3,577.50</u>
1/13/2021	45848	Newport News-Times			
12/18/2020	79-18		PO10073: Lien notice for sailboat Percival	Administration	130.82
					<u>130.82</u>
1/13/2021	45849	OR DAS Surplus Property			
1/7/2021	ARK45593		PO30175: Electrical gloves	Commercial Marina	50.00
					<u>50.00</u>
1/13/2021	45850	PacificSource Administrators			
1/5/2021	9033		1/5/2021 HRE Insurance Withholding	Administration	160.84
			1/5/2021 HRE Insurance Withholding	SB Customer Service	50.00
1/20/2021	9034		1/20/2021 HRE Insurance Withholding	Administration	160.84
			1/20/2021 HRE Insurance Withholding	SB Customer Service	50.00
1/31/2021	5836		January HRE member fees	Administration	85.00
					<u>506.68</u>
1/13/2021	45851	Petroleum Compliance Services			
10/6/2020	1952		Sump test at fuel dock	SB Operations	1,905.00
					<u>1,905.00</u>
1/13/2021	45852	Pioneer Connect			
1/1/2021	Office 0121		Telephone	SB Customer Service	231.56
1/1/2021	Shop 0121		Telephone	SB Operations	41.44
					<u>273.00</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/13/2021	45853	Pioneer Printing			
12/10/2020	74045		PO10078: #9 self-addressed envelopes	Administration	157.90
12/10/2020	74044		PO10078: #10 window envelopes	Administration	268.10
1/7/2021	74046		PO10078: #10 regular envelopes	Administration	213.35
					<u>639.35</u>
1/13/2021	45854	Quadient Finance USA			
12/27/2020	Dec 2020		Late fee and finance charge	Administration	47.80
					<u>47.80</u>
1/13/2021	45855	Rau Plumbing			
12/29/2020	34547		PO50058: Fix broken 1 1/2" pvc waterline from OR Oyster Farms accident	International Terminal	125.00
					<u>125.00</u>
1/13/2021	45856	Road & Driveway Co			
12/14/2020	0028050-IN		PO710162: Sweep SB Marina lots	SB Operations	988.00
					<u>988.00</u>
1/13/2021	45857	Smart Foodservice - Cash & Carry			
12/30/2020	18401		PO710177: Bottled water	SB Operations	65.52
					<u>65.52</u>
1/13/2021	45858	Special Districts Insurance Services			
1/1/2021	Feb Health-Dental-Lf		Monthly health-dental-life insurance	Administration	5,800.99
			Monthly health-dental-life insurance	Commercial Marina	5,002.62
			Monthly health-dental-life insurance	SB Customer Service	1,667.54
			Monthly health-dental-life insurance	SB Operations	4,151.15
			Monthly health-dental-life insurance	International Terminal	1,667.54
					<u>18,289.84</u>
1/13/2021	45859	Staples			
12/31/2020	3465616883		PO10065: Office supplies	Administration	65.00
12/31/2020	3465616885		PO10075: Office supplies	Administration	22.48
					<u>87.48</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/13/2021	45860	Streamline			
1/1/2021	AC7C0FE6-0002		Website monthly fee	Administration	450.00
					<u>450.00</u>
1/13/2021	45861	T & L Septic Tank Service			
12/10/2020	168644		PO50059: Pump sewer holding tanks for NIT and FWT due to waterline accident	International Terminal	504.00
					<u>504.00</u>
1/13/2021	45862	TCB Security Services			
1/1/2021	230574		Monthly security contract	SB Operations	2,116.35
			Monthly security contract	SB Customer Service	2,116.35
			Monthly security contract	Commercial Marina	2,116.35
			Monthly security contract	International Terminal	1,122.95
					<u>7,472.00</u>
1/13/2021	45863	Thompson's Sanitary Service			
12/31/2020	12058 12-2020		Trash disposal	International Terminal	2,471.28
12/31/2020	13499 12-2020		Trash disposal	Commercial Marina	1,746.65
12/31/2020	12514 12-2020		Trash disposal	SB Customer Service	2,028.11
					<u>6,246.04</u>
1/13/2021	45864	TWGW NAPA Auto Parts			
12/30/2020	849002		PO710176: Battery charger	SB Operations	179.00
			PO710176: Battery	SB Operations	139.99
			PO710176: Oil	SB Operations	11.97
1/7/2021	850458		PO50074: Replacement grease gun tip	International Terminal	30.29
			PO50074: Brake fluid	International Terminal	6.59
					<u>367.84</u>
1/13/2021	45865	Western Title & Escrow Co			
12/30/2020	WT0204596		PRR - Dock 1	Administration	150.00
					<u>150.00</u>



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/13/2021	45866	WHA Insurance Agency			
			VOID: 36P16278-191 to SDIS not WHA		0.00
					<u>0.00</u>
1/29/2021	45867	Alsco			
1/12/2021	LPOR2610081		SB mats	SB Customer Service	72.06
			FC - Nov 2020	SB Customer Service	1.08
					<u>73.14</u>
1/29/2021	45868	Alsea Bay Power Products			
1/16/2021	329752		PO710145: Lawnmower parts	SB Operations	5.00
1/16/2021	329751		PO710165: Lawnmower parts	SB Operations	59.96
					<u>64.96</u>
1/29/2021	45869	Amazon Capital Services			
1/15/2021	1NCD-3GMH-TQY9		PO30176: Nitrile and vinyl gloves	Commercial Marina	643.93
1/16/2021	1VKC-R4MN-CCF1		PO10080: 1099-NEC forms	Administration	6.99
1/17/2021	1VKC-R4MN-VQRJ		PO10080: Wrist support glove	Administration	28.95
					<u>679.87</u>
1/29/2021	45870	Barrelhead Supply			
1/13/2021	299098		PO710184: Caulk	SB Operations	21.98
			PO710184: Wire stripper	SB Operations	12.99
					<u>34.97</u>
1/29/2021	45871	Business Oregon - OBDD	Loan payment		
1/20/2021	655-36-02Q1001 02-21		Principal - February 2021	International Terminal	5,497.94
			Interest - February 2021	International Terminal	2,302.06
					<u>7,800.00</u>
1/29/2021	45872	Carver			
1/21/2021	28920		PO30182: 150 gallons tugboat fuel	Commercial Marina	328.50
					<u>328.50</u>




**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/29/2021	45873	Century Link			
1/5/2021	5412657758840B-1/21		Telephone	Administration	229.16
1/5/2021	5412659651245B-1/21		Telephone	International Terminal	207.01
					<u>436.17</u>
1/29/2021	45874	CenturyLink - Business Service			
1/1/2021	190359465		Telephone	Administration	23.99
					<u>23.99</u>
1/29/2021	45875	Coastal Paper & Supply			
1/12/2021	586034		PO710178: Paper products and cleaning supplies	SB Operations	445.67
			PO710178: Shipping	SB Operations	4.00
					<u>449.67</u>
1/29/2021	45876	Copeland Lumber Yards			
1/13/2021	2101-292397		PO50079: Painting supplies for office	International Terminal	73.00
			PO50079: Broom	International Terminal	12.95
1/13/2021	2101-N92399		PO50079: Molding for office	International Terminal	70.80
					<u>156.75</u>
1/29/2021	45877	CWT			
1/14/2021	35433		PO50077: 1200Z permit training	International Terminal	150.00
					<u>150.00</u>
1/29/2021	45878	DEQ			
1/14/2021	UST21-01118		Underground storage tanks annual fee	SB Operations	650.00
					<u>650.00</u>
1/29/2021	45879	Design Space			
1/8/2021	1171714-IN		Temporary office rental	Administration	877.00
					<u>877.00</u>
1/29/2021	45880	Doug's Electric			
1/11/2021	C35639F		PO710173: Locate burning wire in pipe	SB Operations	176.25
1/13/2021	R41457		PO30178: Fuses	Commercial Marina	111.00
1/19/2021	C35679F		PO30179: Troubleshoot and repair #3 crane	Commercial Marina	1,010.00
					<u>1,297.25</u>



Port of Newport
Operating Fund
January 2021

Date	Num	Name	Memo	Class	Amount
1/29/2021	45881	DOWL			
1/19/2021	0860-0003.50-2		PD5 Project - Engineering services	Commercial Marina	18,625.75
					<u>18,625.75</u>
1/29/2021	45882	Englund Marine Supply Co			
1/12/2021	161073/6		PO710182: Sump pump	SB Operations	159.53
1/20/2021	975978/6		PO50077: Shackles	International Terminal	32.18
					<u>191.71</u>
1/29/2021	45883	Fastenal Company			
1/6/2021	ORNEW143220		PO30171: 14" concrete cutter blades	Commercial Marina	25.60
					<u>25.60</u>
1/29/2021	45884	G & K Floors			
1/28/2021	Customs Office		Janitorial services - Customs office	Commercial Marina	400.00
					<u>400.00</u>
1/29/2021	45885	Kern & Thompson			
12/31/2020	24156		Audit WIP	Administration	2,700.00
					<u>2,700.00</u>
1/29/2021	45886	Lincoln County Public Works			
1/1/2021	6135		Fuel for trucks	Commercial Marina	94.13
			Fuel for trucks	SB Operations	212.80
1/1/2021	6155		Fuel for trucks	Commercial Marina	96.84
			Fuel for trucks	SB Operations	120.63
			Fuel for trucks	International Terminal	31.05
			Wash for trucks	International Terminal	1.00
					<u>556.45</u>
1/29/2021	45887	National Business Solutions			
1/7/2021	IN82795		IT contract charge - 1/21	Administration	132.65
					<u>132.65</u>



Port of Newport
Operating Fund
January 2021

Date	Num	Name	Memo	Class	Amount
1/29/2021	45888	New Pig Corporation			
1/7/2021	23224450-00		PO710176: PIG wheeled overpack salvage drums	SB Operations	423.00
			PO710176: Freight	SB Operations	189.08
1/7/2021	4920002-00		PO710176: PIG spill-blocker dike and booms	SB Operations	1,572.18
			PO710176: Freight	SB Operations	200.42
					2,384.68
1/29/2021	45889	Newport Marine & RV Service			
1/19/2021	212442		PO710185: Repair skiff motor	SB Operations	434.72
					434.72
1/29/2021	45890	Newport News-Times			
12/30/2020	91-30		PO10077: Public Notice - Budget Committee vacancy	Administration	44.48
					44.48
1/29/2021	45891	Northwest Parking Equipment			
1/6/2021	1/6/2021		PO710074: Pay station repairs	SB Operations	150.00
			PO710074: Freight	SB Operations	16.35
					166.35
1/29/2021	45892	OR Department of State Lands			
12/1/2020	23297		Annual DSL waterway lease fee	CM Leased Property	444.18
					444.18
1/29/2021	45893	Pioneer Printing			
1/8/2021	74184		PO10078: Electric service notice stickers - 100	SB Operations	99.73
			PO10078: Electric service notice stickers - 50	Commercial Marina	49.87
					149.60
1/29/2021	45894	Platt Electric Supply			
1/5/2021	1E01216		PO50073: 4' flourescent fixtures	International Terminal	125.40
1/5/2021	1E01312		PO50051: Return LED bulbs	International Terminal	-59.53
1/14/2021	1E59993		PO710181: 50 amp breakers for Marina RV Park	SB Operations	280.98
					346.85



**Operating Fund
January 2021**

Date	Num	Name	Memo	Class	Amount
1/29/2021	45895	Special Districts Insurance Services			
1/1/2021	36P16278-191 Q1		Quarterly general liability/property insurance	Administration	51,257.25
1/1/2021	CHG-20377		Adjust general liability/property insurance 2020	Administration	<u>16.00</u>
					51,273.25
1/29/2021	45896	Toyota Industries Commercial Finance			
1/7/2021	4002995391-17		2017 CM forklift - principal	Commercial Marina	609.44
			2017 CM forklift - interest	Commercial Marina	<u>50.11</u>
					659.55
1/29/2021	45897	TWGW NAPA Auto Parts			
1/6/2021	850248		PO30174: Battery for portable welder	Commercial Marina	139.99
1/13/2021	851626		PO50081: Oil filter wrench	International Terminal	<u>34.49</u>
					174.48
1/29/2021	45898	Walch's Appliance			
1/21/2021	006331		PO710093: 7 Speed Queen gas dryers	SB Operations	<u>9,331.00</u>
					9,331.00
1/29/2021	45899	Wells Fargo Financial Leasing			
1/5/2021	5013347435		Copier lease - North office	Administration	141.50
			Copier lease - SB office	SB Customer Service	<u>141.50</u>
					283.00
1/29/2021	45900	WHA Insurance Agency			
1/1/2021	800027		Excess Indemnity	Administration	5,500.00
1/1/2021	800030		Hull/Liability	Administration	5,949.00
1/1/2021	Renewal 2021		7.5% commission charge for SDIS policy	Administration	<u>17,880.00</u>
					29,329.00
Total					\$ 260,684.90



**NOAA Fund
January 2021**

Date	Num	Name	Memo	Amount
01/04/2021	15103	Amazon Capital Services		
12/23/2020	1V9Q-3KHT-Y9R6		PO60038: Halco Loadmaster II gate rollers and Elite Q013 Idler Sprocket Assembly PO60038: Freight	398.96 <u>10.99</u> 409.95
01/04/2021	15104	Cummins		
12/23/2020	12-26291		PO60023: Generator repair	<u>4,999.08</u> 4,999.08
01/04/2021	15105	Fitzpatrick Painting		
12/21/2020	DEP 1220080A		Common area painting deposit	<u>4,767.00</u> 4,767.00
01/04/2021	15106	MC Dean		
12/28/2020	B04273B01001		PO60026: Full battery replacement - 72 packs	<u>14,763.00</u> 14,763.00
01/04/2021	15107	Performance System Integration		
12/28/2020	Discount		Discount	-37.43
12/28/2020	8350270		PO60024: 5-year sprinkler internal pipe inspection and gauge replacement	2,495.00 <u>2,457.57</u>
01/04/2021	15108	Spiro Landscapes		
12/22/2020	00025876		Landscape maintenance	<u>450.00</u> 450.00
01/04/2021	15109	Verizon Wireless		
12/12/2020	9869000717		Phone charges and Mifi	<u>63.16</u> 63.16



**NOAA Fund
January 2021**

Date	Num	Name	Memo	Amount
01/13/2021	15110	Amazon Capital Services		
12/30/2020	1Q9R-CPJ4-FXTR		PO60040: LCN 4111 heavy duty door closer	383.98
				<u>383.98</u>
01/13/2021	15111	Fitzpatrick Painting		
12/31/2020	FINAL 1220080A		Common area painting	11,123.00
				<u>11,123.00</u>
01/13/2021	15112	Performance System Integration		
1/8/2021	Discount		Discount	-22.57
01/08/2021	8428276		PO60036: Fire alarm system inspection and replacement batteries	1,504.90
				<u>1,482.33</u>
01/13/2021	15113	Pioneer Connect		
01/01/2021	January 2021		Telephone	227.70
				<u>227.70</u>
01/13/2021	15114	Platt		
12/29/2020	1D43592		PO60039: 175W m/h lamps	112.40
				<u>112.40</u>
01/13/2021	15115	Special Districts Insurance Services		
01/01/2021	Feb Health-Dental-Lf		Monthly health-dental-life insurance	833.77
				<u>833.77</u>
01/13/2021	15116	Thompsons Sanitary Service		
12/31/2020	22644 12-2020		December service	424.80
				<u>424.80</u>
01/13/2021	15117	WHA Insurance Agency		
01/01/2021	799215 Q1		Insurance Renewal Business CDIC	30,986.61
				<u>30,986.61</u>



**NOAA Fund
January 2021**

Date	Num	Name	Memo	Amount
01/29/2021	15118	Amazon Capital Services		
01/14/2021	1NHK-TM9G-73HV		PO60042: Power supply/charger for FM200 door	69.59
01/14/2021	1NHK-TM9G-73HV		PO60042: Freight	5.34
01/14/2021	1H6H-CHQ9-1N7G		PO60045: CF ballasts for office restroom lights	51.24
				<u>126.17</u>
01/29/2021	15119	Dept of Consumer & Business Services		
12/17/2020	00120121700650		Elevator operating permit renewal	197.12
				<u>197.12</u>
01/29/2021	15120	Lincoln County Public Works		
01/01/2021	6135		Gas for truck	17.09
			Car wash	1.00
01/01/2021	6155		Gas for truck	20.48
				<u>38.57</u>
			Total	<u>\$ 73,846.21</u>



STAFF REPORT

DATE: 23 Feb 2021
RE: 2021-2022 Rates and Fees
TO: Paula Miranda, General Manager
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

BACKGROUND

Each budget year the Port Commission must review and approve any rates and fee changes, prior to the budget presentation. Last month, it was requested that others have 30 days to review.

DETAIL

Please find attached of the Port of Newport Resolution 2021-02 Setting Rates, Fees & Charges. Port Staff have reviewed the economic forecast, the Consumer Price Index, the Producer Price index, user demand, and compared Port and RV park pricing. Port staff is recommending an increase of approximately 2.5% for fiscal year 2021-2022. Most prices are rounded to the nearest nickel, thus approximate. There are exceptions:

Commercial Marina Moorage: The rates reflect an increase of 10% as agreed upon for electrical upgrades. Language has been added to allow the Port to charge travel time when an employee has to travel from home during non-business hours for a vessel.

Launch, washer, dryer and shower fees remain unchanged

Electricity: Eliminated the delineation between 120 and 240v - all electrical use is charged single rate, \$18.50 per day, this eliminates staff time having to check connections to vessels.

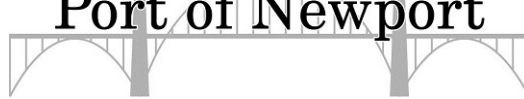
Used oil

Most oil collected is a mix of oil and water, we have eliminated the straight oil and increased the price of the oil water mix to 1.50 per gallon (33% increase). The Port of Toledo charges \$3.00 per gallon.

Access cards We have increased South Beach Access cards for additional or replacement cards to \$10, with the intent to align the cost with the Commercial Marina at some future point.

RECOMMENDATION and MOTION

I recommend a Commissioner make **a Motion to adopt resolution 2021-02 setting Rates Fees and Charges.**



STAFF REPORT

DATE: 26 Jan 2021
RE: Discounts for Seniors and Military
TO: Paula Miranda, General Manager
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

BACKGROUND

In January 2021, the port received a letter from a moorage customer, suggesting a discount for seniors. During the January Commission meeting, I was asked to prepare a report on the financial impact of offering a discount to seniors and veterans.

DETAIL

The Port does not store age or year of birth information in its records. The below information is an estimate, based on the RV Park Supervisors experience with customers. The RV Park Supervisor, Bill Hewitt, estimates 50% of the annual and semiannual moorage holders would be eligible for a senior or military discount, with the large majority being seniors.

First, what is the cost to maintain the docks and piers. An analysis of costs and revenues was performed in late 2019 to early 2020, much of the work is manual, as the financial system provides no way to track costs to the level required for this analysis, which is the reason the cost data has not been updated. This analysis uses cost data from FY 2018-2019. The average cost per slip is:

Including overhead and replacement cost	\$3,641
Including overhead, excluding replacement cost	\$2,631
Excluding overhead, including replacement cost	\$2,570
Excluding overhead and replacement cost	\$1,559

Moorage type	Annual	Semiannual
Moorage Breakeven points	Vessel length(ft)	Vessel length (ft)
Including overhead and replacement cost	44	34
Including overhead, excluding replacement cost	33	26
Excluding overhead, including replacement cost	32	25
Excluding overhead and replacement cost	less than 24	less than 24

* the semiannual breakeven point is based on full year occupancy, moorage is based on the proposed FY 2021-22 rates; monthly and daily moorage rates result in a positive cash flow in all instances, when annualized.

Port moorage revenue estimate* and estimated discount:

Moorage Type	FY 2019-2020 revenue	FY 2020-21 estimated revenue	5% discount	10% discount
Daily/monthly	213,526	218,000	5,450	10,900
Semiannual	258,784	289,510	7,238	14,476
Annual	472,095	585,936	14,649	29,297
Total			27,337	54,673

Assumptions: 50% of the long-term moorage holders are a senior or veteran (or active military); discounts cannot be combined with other discounts (i.e. one (1) discount per vessel); vessel lengths are evenly distributed, resulting in 50% of the total revenues receiving a 5 or 10% discount. The discount only applies to South Beach recreational vessels, and specifically excludes charter vessels, and commercial vessels of any type.

The issue of breakeven point and discounts are aligned, since approximately 50% of annual and semiannual moorage holders would receive a discount, and the vessel length of the vessels owned by the individual receiving a discount is unknown. The breakeven point will increase because of any discount given. By specifically excluding all commercial and charter vessels, this discount is overstated, how much is unknown.

Due to the uncertainty, I recommend the port offer a discount to recreational vessels who are annual or semiannual moorage holder in the South Beach recreational marina of 5%. To receive this discount, the moorage holder vessel must in good standing with the Port. Good standing, in this case, is defined as:

- Current insurance, with Port named as additional insured
- Moorage prepaid, for the moorage period
- Vessel must be considered navigable
- A signed Moorage License Agreement for the period the discount applies

RECOMMENDATION and MOTION

I recommend a Commissioner make the following or similar **motion**:

I move that recreational vessels who have an annual or semiannual moorage license agreement in South Beach whose owners who provide evidence of and are:

- **over 65,**
- **currently active or retired military, or a**
- **veteran**

are eligible one 5% discount for moorage per vessel. To receive this discount, the vessel owner must be in good standing with the Port.

PORT OF NEWPORT RESOLUTION NO. 2021-02

A RESOLUTION SETTING RATES, FEES AND CHARGES

WHEREAS, ORS 294.160 requires the governing body of a unit of local government to provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase; and

WHEREAS, Port of Newport Facilities Code Sec. 1.2(f) requires the Commission to set moorage and other appropriate rates, fees and charges by the adoption of a "fee schedule" by resolution; and

WHEREAS, the Port Commission last adjusted rates, fees and charges via Resolution 2020-10 on June 23, 2020; and

WHEREAS, the Port is a single enterprise similar to a commercial entity; and

WHEREAS, the Port Commission intends that user fees should cover the costs of the Port; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Unless otherwise noted, all Rates, Fees & Charges are effective July 1, 2021.

SECTION 1. RATES & FEES.

The attached document "Rates & Fees FY 2021-2022" is incorporated herein by reference.

SECTION 2. RETAIL SALES, GIFT CERTIFICATES, PROMOTIONS, SPONSORSHIPS, AND SUNDRIES.

Commission delegates to the General Manager the ability to set prices.

SECTION 3. DELEGATION OF RESPONSIBILITY.

The Commission delegates to the General Manager the ability to adjust these rates on a temporary basis to better manage services at the Port. Any adjustments to these rates will be reported to the Commission at its next Regular Meeting.

SECTION 4. ANNUAL REVIEW.

The Commission, through assistance by Port staff, shall at least annually review and adopt a new Rate, Fees and Charges Resolution prior to the subsequent budget's adoption.

SECTION 5. REPEALER. All previous rates and/or rate resolutions are hereby repealed.

APPROVED AND ADOPTED by the Board of Commissioners this 23rd day of February 2021.

ATTESTED:

James Burke, President

Walter Chuck, Secretary/Treasurer

Section 1. Portwide Rates and Fees, effective July 1, 2021				
		<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
A. Forklift				
1. Small. Toyotas. (equipment only)		\$13.75	\$14.30	\$14.70
1a. Labor for Small Forklift		\$58.80	\$61.15	\$62.70
<i>Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 increments the first hour, thereafter are billed in 15 minute increments (For Commercial Marina Only). For after hours work, travel time and/or overtime charges may apply.</i>				
2. Large. All at International Terminal (NIT). (per Hour)		\$95.80	\$95.80	\$98.20
B. Hoist Docks. Tie up fee, per hour. Includes use of hoist.				
1. one hour minimum, up to 3hr		\$43.05	\$44.13	\$45.25
2. after 3 hours		\$51.45	\$52.74	\$54.10
C. Hoist Dock Cranes. In addition to hoist dock rate.				
1. Large Capacity. Includes equipment and labor. Per Hour		\$105.00	\$107.63	\$110.35
2. Launch Sail Boats. Includes recovery, per launch		\$49.35	\$50.58	\$51.85
D. Service Docks.				
1. Swede's Dock. In addition to moorage.				
Per day, per linear foot		\$1.20	\$1.32	\$1.46
E. City Water, city rate + % Fee				
		5%	5%	7.50%
F. Fuel Surcharge. International Terminal only. Per gallon				
		\$0.03	\$0.03	\$0.05
G. Electricity. Per day charge. One day minimum				
1. NIT & Swede's Dock (regardless of voltage)		\$17.59	\$18.03	\$18.50
2. 120v, not on Port Docks		\$7.61	\$7.80	\$8.00
3. PD 7 Service Dock		\$7.61	\$7.80	\$8.00
43. PD 7 Yard Charge, trucks		\$12.75	\$13.07	\$13.40
H. Service Fee Reimbursement. For electric pedestal amperage		\$105.00	\$109.20	\$111.95
I. Hydraulic Crane. Includes equipment and labor. 30 ton capacity, per hour				
1 hour minimum		\$214.80	\$220.17	\$225.70
J. Personnel Lift. In addition to labor rate				
		cost + 5%	cost + 5%	cost + 5%
K. Pump/Line Service. Includes one Port employee only. Additional staff				
		\$68.25	\$69.96	\$71.75
L. Storage.				
1. Outside Lot Storage. Any Port of Newport lot except Newport				
a. Per square foot, monthly charge		\$0.25	\$0.26	\$0.30
b. Minimum monthly charge		\$25.20	\$25.83	\$26.50
c. Boat trailer only, per night		\$2.78	\$2.85	\$2.95
d. Boat on trailer, per night, 10 days limit		\$8.93	\$9.15	\$9.40
2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats				
1st day free. Each additional day		\$31.50	\$32.29	\$33.10
3. NIT Lot Storage				
a. Per Square foot, monthly Charge		\$0.31	\$0.32	\$0.35
b. Minimum monthly Charges		\$31.00	\$31.78	\$32.60
4. Charge for improper use of parking lot (i.e. boat repair), per day				
		\$25.20	\$25.83	\$26.50

Section 1. Portwide Rates and Fees, effective July 1, 2021			
	FY 2020	FY 2021	FY 2022
M. Net & Gear Maintenance. Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + \$.18/ lb garbage disposal			
1. Commercial Marina, per day	\$22.05	\$22.60	\$23.20
2. Terminal Lot, per day. (7 calendar days max)	\$25.00	\$25.63	\$26.30
3. Recreational Marina	\$22.05	\$22.60	\$23.20
N. Work Barge. Includes equipment and labor.			
1. Work Barge (w/o labor)	\$27.30	\$28.39	\$29.10
2. Skiff, per hour w/ labor	\$74.03	\$75.88	\$77.80
O. Clean-up. Fees will be charged for each man-hour at the established			
1. Clean-up Fee, per hour + disposal fee		\$61.15 + \$.18/lb	\$62.40 + \$.20/lb
2. Oil Spills, per hour (HAZWOPER trained staff)	\$107.10	\$109.78	\$112.55
P. Disposal Fees			
1. Just Oil, per gallon	\$0.55	\$0.56	\$0.60
2. Oil-Water Mix, per gallon	\$1.10	\$1.13	\$1.20
3. Net Disposal and/or Related Gear, per pound	\$0.20	\$0.21	\$0.25
4. Garbage, per pound	\$0.17	\$0.17	\$0.20
Q. Port Labor. Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.			
1. Regular Hours	\$58.80	\$60.27	\$61.80
2. Overtime. Any services required outside the established working	\$88.20	\$90.41	\$92.70
3. Emergency Call-out. Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged	\$111.30	\$114.08	\$116.95
R. Pallet Charge. Any Port owned pallet leaving yard, per pallet	\$6.83	\$7.00	\$7.20
S. Dredge Spoils. Includes state fees; (may be waived for public	\$2.90	\$2.97	\$3.05
T. Keys/Cards.			
1. South Beach Facilities. Cards			
a. First card (and/or Original)	free	free	free
b. Replacement/additional	\$6.83	\$7.00	\$7.20
1. Bay Front Facilities. Keys.			
a. Original (1st one)	\$18.90	\$19.37	\$19.90
b. Replacement/additional	\$33.60	\$34.44	\$35.35
U. Truck Toll. Vehicles with a Commercial Motor Vehicle Classification of	\$7.00	\$7.18	\$7.40

Section 2.
Commercial Marina Rates and Fees
(Port Docks 1, 3, 5, and 7),
effective July 01, 2021

		FY 2020	FY 2021	FY 2022
A. Moorage Per Foot				
Transient (Daily)		\$0.60	\$0.66	\$ 0.73
<i>Monthly</i>		\$10.93	\$11.89	\$ 13.08
<i>Semi Annual</i>		\$38.50	\$43.56	\$ 47.92
<i>Annual</i>		\$50.60	\$58.08	\$ 63.89
<i>Weekly</i>				
B. Parking Permits Commercial Fisherman Only, paid in advance (April 1 - March 31)				
		\$24.15	\$24.75	25.99

Section 3.
International Terminal Rates and Fees,
effective July 1, 2021

	FY 2020	FY 2021	FY 2022
A. Port Security Fee. (§I.13). Per day	\$895.00	\$930.80	\$954.10
B. Materials & Supplies. (§I.31) (cost plus)	25%	25%	30%
C. Dockage Charges. (§III.13). Rate per day, by length.			
1. 000.00 – 351.05 ft	\$1,708.35	\$1,776.68	\$1,821.15
2. 351.05 – 371.02 ft	\$1,881.60	\$1,956.86	\$2,005.80
3. 371.02 – 400.26 ft	\$2,080.05	\$2,163.25	\$2,217.35
4. 400.26 – 426.51 ft	\$2,313.15	\$2,405.68	\$2,465.85
5. 426.51 – 449.48 ft	\$2,491.65	\$2,591.32	\$2,656.10
6. 449.48 – 475.72 f	\$2,734.20	\$2,843.57	\$2,914.70
7. 475.72 – 498.69 ft	\$3,108.00	\$3,232.32	\$3,313.15
8. 498.69 – 524.93 ft	\$3,703.35	\$3,851.48	\$3,947.80
9. 524.93 – 551.18 ft	\$3,820.95	\$3,973.79	\$4,073.15
10. 551.18 – 574.15 ft	\$4,013.10	\$4,173.62	\$4,278.00
11. 574.15 – 600.39 ft	\$4,591.65	\$4,775.32	\$4,894.70
12. 600.39 – 626.64 ft	\$5,346.60	\$5,560.46	\$5,699.50
13. 626.64 – 649.99 ft	\$6,076.35	\$6,319.40	\$6,477.40
14. Above 650 ft., added on top of above rate, per ft	\$9.35	\$9.72	\$10.00
15. Exceptions for certain vessels. (§II.14), per ft. per day	\$1.35	\$1.40	\$1.45
D. Service and Facility Charges. (§III.2). Per 1000 board feet, unless noted			
1. Logs. Scribner scale, ex dock	\$8.14	\$8.46	\$8.70
2. Cants.	\$6.30	\$6.55	\$6.75
3. Lumber. Packaged rough.	\$5.48	\$5.70	\$5.85
4. Lumber. Packaged surfaced	\$4.86	\$5.06	\$5.20
5. Plywood, Veneer, corestock & hardboard, /1000 kilos	\$6.16	\$6.41	\$6.60
6. Pulp, Linerboard, bales or rolls, 2000 kilos	\$3.66	\$3.81	\$3.95
7. Other commodities, per metric ton or 1000 bf	\$7.17	\$7.46	\$7.65
8. Other commodities, per cubic meter	\$5.97	\$6.21	\$6.40
E. Wharfage Assessment. (§III.6). Minimum charge for any single bill of lading	\$10.50	\$10.92	\$11.20
F. Wharf Charges. (§III.7). Per 1000 board feet, unless noted.			
In addition to Service and Facility Charges.			
Logs. Scribner scale, ex dock	\$9.98	\$10.37	\$10.65
Cants	\$6.30	\$6.55	\$6.75
Lumber. Packaged rough	\$4.78	\$4.97	\$5.10
Lumber. Packaged surfaced	\$4.23	\$4.40	\$4.55
Plywood, Veneer, corestock and hardboard, per 1000 kilos	\$4.16	\$4.32	\$4.45
Pulp, Linerboard, bales or rolls	\$2.86	\$2.97	\$3.05
Other commodities, per 1000 kilos	\$5.85	\$6.08	\$6.25
Other commodities, per cubic meter	\$4.80	\$4.99	\$5.15

**Section 3.
International Terminal Rates and Fees,
effective July 1, 2021**

	FY 2020	FY 2021	FY 2022
G. Cargo Staging Area. (§IV.2). Base rent for surge area.			
1. per week, seven days	\$2,100.00	\$2,184.00	\$2,238.60
2. per day, less than seven days	\$315.00	\$327.60	\$335.80
H. Line Service. (§V.3). Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract. Rate schedule per day			
1. 2 men	\$520-\$656	\$520-\$656	\$533.00 - \$672.40
2. 4 men	\$1,061-\$1,317	\$1,061-\$1,317	\$1,087.55 - \$1,349.95
3. 6 men	1,575-\$1,973	1,575-\$1,973	\$1,614.40 - \$2,022.35
4. 8 men	\$2,153-\$2,631	\$2,153-\$2,631	\$2,206.85 - \$2,696.80

Section 4. South Beach Rates and Fees, effective July 1, 2021				
		FY 2020	FY 2021	FY 2022
Recreational Marina				
A. Moorage Rates Per linear foot. Charge based on boat or slip length, whichever is greater. Charge at F-Dock based on boat length, for boats 24' or longer.				
Daily		\$0.84	\$0.87	\$0.90
Weekly		\$5.25	\$5.46	\$5.60
Monthly		\$12.60	\$16.25	\$16.70
SemiAnnual		\$42.00	\$51.00	\$52.30
Annual		\$63.00	\$80.00	\$82.05
Cancellation Fee – Semi-Annual or Annual Moorage				
30 days or more before check-in date		\$55.65	\$57.88	\$59.35
Less than 30 days before check-in, or early check-out		\$110.25	\$114.66	\$117.55
Live aboard Per Person, requires written contract (monthly)		\$84.00	\$87.36	\$89.55
Live aboard Electrical Surcharge (per month)		\$0.00	\$35.00	\$35.90
B. South Beach Charter Rates.				
Annual Moorage, per linear foot (PONFC)		\$52.50	\$71.00	\$72.80
Charter License		\$367.50	\$382.20	\$391.80
C. Dock Box.				
1. Purchase (at cost)	Purchase	\$393.75	\$409.50	\$419.75
D. Service Fee Reimbursement. For electric pedestal amperage overloads, and GFCI trips (2 or more in a 60 day period) Emergency call out may also apply				
		\$105.00	\$109.20	See Portwide
E. Electrical Upgrade. From 20 to 30 amp. One time				
		\$105.00	\$109.20	\$111.95
F. Line Replacement. Per foot, per time				
		\$1.58	\$1.64	\$1.70
G. Launch Fee				
1. Daily		\$6.00	\$6.00	\$6.00
2. Annual				
a. Resident		\$73.50	\$76.44	\$78.40
b. Resident Senior		\$50.00	\$52.00	\$53.30
c. Non-resident		\$105.00	\$109.20	\$111.95
d. Non-resident Senior (60+)		\$89.25	\$92.82	\$95.15
e. Military Veterans, Disabled, Retired or Active Duty; with ID proof		\$50.00	\$52.00	\$53.30
H. Parking				
a. Daily			\$3.00	\$3.00
b. Annual Pass			\$45.00	\$45.00
RV Park				
A. High Traffic Surcharge. Per night (2 night min.) Added to all RV Park stays in Marina RV Park, RV Park Annex, and Dry Camping.				
1. Memorial Day, Labor Day, 4 th of July		\$20.00	\$20.00	\$20.00
2. Seafood & Wine Festival		\$50.00	\$50.00	\$50.00
3. Seafood & Wine Festival, Dry Camping		\$20.00	\$20.00	\$20.00
3. Other Special Events		varies	varies	varies
All Marina Park Sites				
Peak Season (Summer). May 1 – October 31				
Main Park				
a. Daily				
i. Regular		\$60.00	\$62.40	\$64.00
ii. Good Sam		\$54.00	\$56.16	\$57.60
b. Weekly				

Section 4. South Beach Rates and Fees, effective July 1, 2021				
		FY 2020	FY 2021	FY 2022
i. Regular				
ii. Good Sam				
c. Monthly		\$950.00	\$988.00	\$1,012.70
The Annex				
a. Daily		\$44.00	\$45.76	\$46.95
b. Weekly				
c. Monthly		\$820.00	\$852.80	\$874.15
Dry Camping, daily		\$27.00	\$28.08	\$28.80
All Marina Park Sites				
Off Season (Winter). November 1 – April 30. No discounts during Seafood and Wine Festival.				
Main Park				
a. Daily				
i. Regular		\$54.00	\$56.16	\$57.60
ii. Good Sam		\$48.60	\$50.54	\$51.85
b. Monthly		\$850.00	\$884.00	\$906.10
The Annex				
a. Daily		\$43.00	\$44.72	\$45.85
b. Weekly				
c. Monthly		\$800.00	\$832.00	\$852.80
Dry Camping, daily		\$25.00	\$26.00	\$26.65
D. South Beach Meeting Room				
Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers by management				
1. Half Day		\$42.00	\$43.68	\$44.80
2. Full Day		\$105.00	\$109.20	\$111.95

Section 4. South Beach Rates and Fees, effective July 1, 2021				
		FY 2020	FY 2021	FY 2022
<u>Pet Fee.</u>				
Daily. First pet free; each additional		\$4.00	\$4.16	\$4.30
Monthly. Charge per pet including first		\$11.00	\$11.44	\$11.75
<u>Individual Fee.</u> First two included; each additional person charged.				
Daily		\$4.20	\$4.37	\$4.50
Monthly		\$44.10	\$45.86	\$47.05
<u>Vehicle Fee.</u> Any combination of three axle pieces of equipment (i.e. trailer, Fifth wheel, truck/car, storage trailer.) Charged for fourth piece.				
Daily		\$10.50	\$10.92	\$11.20
Monthly		\$52.50	\$54.60	\$56.00
H. <u>Reservation Deposit.</u> Payable at booking. Deposits applied to actual stay, subject to cancelation fee.				
			first night's rate	
Daily or weekly reservation, except holiday or special event.				
72 hours or more before check-in date		\$15.75	\$16.38	\$16.80
Less than 72 hours before check-in date			first night's rate	
Daily or weekly reservation, holiday or special event.				
14 days or more before check-in date		\$55.65	\$57.88	\$59.35
Fewer than 14 days before check-in date			first night's rate	
Monthly reservations.				
30 days or more before check-in date		\$55.65	\$57.88	\$59.35
Less than 30 days before check-in, or early check-out		\$110.25	\$114.66	\$117.55
Service Fee Reimbursement. For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to Port				
Laundry				
Washing Machines		\$2.50	\$2.50	\$2.50
Dryers		\$2.00	\$2.50	\$2.50
Showers				
1. Marina RV Park and Annex RV Sites			No charge	
2. Marina Slips & Dry Camping, per 5 minutes		\$1.50	\$1.50	\$1.50
Service Fees. Port owned equipment to be operated by Port personnel.				
A. <u>Storage.</u>				
1. Outside Lot Storage				
a. Boat trailer only, per night		\$2.78	\$2.85	\$2.95
b. Boat on trailer, per night, 10 days limit		8.93	\$9.15	\$9.40
2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats or		\$31.50	\$32.29	\$33.10
B. <u>Clean up.</u> Fees will be charged for each man-hour at the established labor rate.				
Port Equipment Charges are extra.				
1. Oil Spills, per hour (HAZWHOPER train)		\$0.00	\$0.00	Est Rate
C. <u>Keys/Cards</u>				
1. South Beach Facilities Cards				
a. Original (1 st one)		free	free	See Portwide
b. Replacement/additional (each)				See Portwide
E. <u>Dredge Spoils.</u> Includes state fees; may be waived for other public agencies				
Per cubic yard		\$2.90	\$3.02	\$3.10

**Section 5.
Civil Penalties,
effective July 1, 2021.**

		FY 2020	FY 2021	FY 2022
<u>Class A Violation</u>				
0-14 days, per day		\$330.75	\$343.98	\$352.60
15-29 days, per day		\$661.50	\$687.96	\$705.20
30+ days, per day		\$1,102.50	\$1,146.60	\$1,175.30
<u>Class B Violation</u>				
0-14 days, per day		\$165.90	\$172.54	\$176.85
15-29 days, per day		\$330.75	\$343.98	\$352.60
30+ days, per day		\$551.25	\$573.30	\$587.65
<u>Class C Violation</u>				
0-14 days, per day		\$33.60	\$34.94	\$35.85
15-29 days, per day		\$66.15	\$68.80	\$70.55
30+ days, per day		\$110.25	\$114.66	\$117.55
<u>Class D Violation</u>				
0-14 days, per day		\$16.80	\$17.47	\$17.95
15-29 days, per day		\$33.60	\$34.94	\$35.85
30+ days, per day		\$55.65	\$57.88	\$59.35
<u>Parking Violation.</u> Per event, both vehicles and trailers				
0-10 days, paid within		\$44.10	\$45.86	\$47.05
11-20 days, paid within		\$93.45	\$97.19	\$99.65
21+ days		\$137.55	\$143.05	\$146.65
<u>Dumping Violation. Per Event</u>				
			\$573.30	\$587.65

Section 6. Administrative Fees, effective July 1, 2021				
		FY 2020	FY 2021	FY 2022
Public Records Request Fee Schedule				
Copies of Public Records, per page		\$0.53	\$0.55	\$0.60
Copies of Nonstandard documents		\$22.05	\$22.93	\$23.55
Copies of Sound Recordings (Each)		\$12.60	\$13.10	\$13.45
Port labor, charged at standard rate		\$58.80	\$60.27	\$61.80
Faxes/Emailing. Per page.				
Local		\$1.16	\$1.21	\$1.25
Long Distance		\$2.10	\$2.18	\$2.25
Incoming		\$1.58	\$1.64	\$1.70
Copies		\$0.32	\$0.33	\$0.35
Long Distance Phone Calls		\$2.63	\$2.74	\$2.85
Lamination. Per page, letter size		\$2.63	\$2.74	\$2.85
Notice Posting. For non-payment of lease or moorage		\$78.75	\$81.90	\$83.95
Failure to Register. For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate.		\$52.50	\$54.60	\$56.00
International Terminal Meeting Room. Must be pre-arranged and authorized.				
1. Half day		\$42.00	\$43.68	\$44.80
2. Full day		\$84.00	\$87.36	\$89.55
Keys must be obtained and returned. Certain waivers by management.				
Returned Check Fee. Plus bank fees		\$52.50	\$54.60	\$56.00
Per Annum Interest Rate applied to past due accounts (All Marina's and Terminals)		20%	21%	21%
Collection Agency Mark-up. Added to past due amount (ORS 697.105)				
POV Mileage Reimbursement Rate (IRS)		Current		
Travel Reimbursement Rates follow current IRS per diem rates		Current		
Impound Seizure Fee				
Vessel		\$892.50	\$928.20	\$951.45
Car/Truck/Trailer		\$131.25	\$136.50	\$139.95
Towing			cost plus 10%	cost plus 10%
Process Fees. Any additional fees incurred by the Port as part of an eviction process.				
Notice		\$78.75	\$80.72	\$82.75
FED Complaint		\$262.50	\$269.06	\$275.80
Court Hearing		\$210.00	\$215.25	\$220.65
Writ of Execution		\$168.00	\$172.20	\$176.55

Section 6. Administrative Fees, effective July 1, 2021				
		FY 2020	FY 2021	FY 2022
Special Use Permit Fee. GM has authority to adjust usage fee based upon non-profit status and other criteria				
1. Application Fee		\$115.50	\$120.12	\$123.15
2. Usage Fee, Number of Participants, Attendees, Contestants and Volunteers at Event				
a. 1-200		\$441.00	\$458.64	\$470.15
b. 201-500		\$717.15	\$745.84	\$764.50
c. 501-1000		\$992.25	\$1,031.94	\$1,057.75
d. 1001-5000		\$1,543.50	\$1,605.24	\$1,645.40
e. 5001-10,000		\$2,094.75	\$2,178.54	\$2,233.05
f. 10,001-20,000		\$2,646.00	\$2,751.84	\$2,820.65
g. More than 20,000		\$5,512.20	\$5,732.69	\$5,876.05
3. Vendors, per each		\$52.50	\$54.60	\$56.00
4. Insurance Certificate Limits				
a. General Liability, per occurrence	General Liability, per occurrence		\$2MM	
b. General Liability, in aggregate	General Liability, in aggregate		\$2MM	
Security			Cost + 5 %	
Background Check.		\$42.00	\$43.68	\$44.80
Credit Check		\$42.00	\$43.68	\$44.80
Notary Fees (OAR 160-100-0410). Acknowledgement, Affidavit/Jurat, Oath/Affirmation, Witness/Attest		\$10.00	\$10.00	\$10.00
Package Handling Fee. Per item.				
1. Envelope		free	free	
2. Package. 1 st one free. Fee for each additional package		\$5.00	\$5.20	\$5.35

Section 7.

Insurance Certificate Limits.

Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. Subject to periodic review by Insurance Agent, and subsequent changes by the Port's Management and/or the Board of Commissioners.

A certificate naming the Port of Newport as an additional insured is required.

A. <u>Leases/Tenants General Liability, Each Occurrence</u>	\$2MM
1. Damage to Rented Premises (each occurrence)	\$300K
2. Medical Expenses (any one person)	\$5K
3. Personal and Adverse Injury	\$2MM
4. General Aggregate	\$2MM
5. Products – Comp/Op Aggregate	\$2MM
B. <u>Commercial Vessels, Liability Coverage Requirements.</u>	
1. Protection and Indemnity, must not exclude Wreck Removal	\$250K
2. Pollution Liability	\$300K
3. If Pollution and Indemnity Combined	\$600K
C. <u>Recreational Vessels, Liability Coverage Requirements</u>	
1. Protection & Indemnity, must not exclude Wreck Removal	\$250K
2. Pollution Liability	\$300K
3. –or- Water Craft Liability, must include both wreck removal and pollution liability coverage. Umbrella clauses must identify boats exceeding 25 ft.	\$500K
D. <u>Charter/Guide Vessels.</u>	
1. General Liability	\$2MM
E. <u>International Terminal Vessels (Tariff No. 1(\$17))</u>	
1. Maritime Employer's Liability (Jones Act)	\$1MM
2. Commercial and/or Comprehensive Marine General Liability	\$5MM
F. <u>Vendors.</u> (reserved)	



OLD BUSINESS ITEM

DATE: February 18, 2021
RE: Army Corps CAP Section 107 Federal Cost Share Agreement
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Northwestern Division Office has approved the Federal Interest Determination Report that is part of the Army Corps' process to provide navigational improvements in the Port of Newport Commercial Marina. The improvements that we have requested include a -20' channel dredged to the east end of the marina, which will allow access to the Port Dock 7 area to large fishing vessels throughout the tidal range in Yaquina Bay. The Corps has received the federal funding necessary to develop the project management plan and scope the feasibility phase of the project. This means that we will be presented with a Federal Cost Share Agreement for the feasibility study soon, and will need to commit funding to our share.

DETAIL

The project scoping, project management plan, and all the work done so far represent the first \$100K of funding that the Army Corps has put toward the project. As soon as the project fact sheet is approved, the Corps will then be authorized to enter into a cost share agreement with the Port of Newport for the project (which begins with a feasibility study). This project provides access to deeper draft and larger fishing vessels throughout the Commercial Marina, and is vital to the future of the marina and to Port Dock 7 in particular. Once we enter into the agreement, we have 15 days to make payment for the study.

A copy of a boiler-plate federal cost share agreement is included in this meeting packet. I've also sent a copy of this blank (generic) agreement to our lawyer for review so that he is familiar with it. This is the same type of agreement into which the Port entered with the Corps to make improvements to the Commercial Marina Breakwater in the late 90's, and our lawyer anticipates no significant legal problems with the document.

BUDGET IMPACTS

The project has not been scoped completely yet, but preliminary estimates on the cost of the feasibility study were \$1M. We budgeted for \$950K to use toward our share of this study.

RECOMMENDATION

I RECOMMEND A MOTION APPROVING THE GM TO NEGOTIATE AND ENTER INTO A FEDERAL COST SHARE AGREEMENT WITH THE ARMY CORPS OF ENGINEERS FOR THE FEASIBILITY PHASE OF THE CAP SECTION 107 PROJECT NTE \$950K FOR THE PORT'S SHARE.



**MODEL AGREEMENT
FOR
COST SHARED FEASIBILITY STUDIES
FOR CONTINUING AUTHORITIES PROGRAM PROJECTS
FEBRUARY 5, 2016
(with updates as of SEPTEMBER 5, 2019)**

1. The attached model feasibility cost sharing agreement (FCSA) must be used for all cost shared feasibility studies for Continuing Authorities Program (CAP) projects. In addition, the model FCSA, using Option 7, must be used for non-CAP programmatic authorities that do not require additional authorization to implement a project, such as Section 544 of the Water Resources Development Act (WRDA) of 2000 (Puget Sound and Adjacent Waters) and Section 519 of WRDA 2000 (Illinois River Basin Restoration).
2. The responsibility for review and approval of a FCSA that does not deviate from the approved model, or for an amendment to the February 5, 2016 model to include an approved option to the model, has been delegated to the MSC Commander and may be further delegated to the District Commander. Division Counsel concurrence (or District Counsel concurrence if approval authority is further delegated) that the FCSA does not deviate from the subject model, and is appropriate for use for the particular study, is required prior to approval. In addition, the MSC Commander has been delegated authority to approve non-substantive deviations to the model FCSA. Division Counsel concurrence that a deviation is non-substantive and a recommendation that the deviation be approved is required prior to approval by the MSC Commander. A FCSA with substantive deviations, including deviations involving policy issues, unique circumstances, or controversial matters, must be forwarded for MSC review and then transmitted to the appropriate HQUSACE RIT, with MSC Division Commander recommendations, for review and approval by the Director of Civil Works.
3. The following options, including language for the FCSA, are addressed in the Attachment:
 - a. Option 1: Sponsor is a Non-Profit Entity (page A-1).
 - b. Option 2: Not An Obligation of Future Appropriations (page A-2).
 - c. Option 3: Multiple Sponsors (page A-3).
 - d. Option 4: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (page A-4).
 - e. Option 5: Section 206 or 1135 Studies Initiated Prior to 2006 Without an Executed FCSA and Not Completed by September 30, 2013 (page A-6).
 - f. Option 6: Converting a feasibility study funded under the Investigations Program to the Continuing Authorities Program (page A-7).
 - g. Option 7: Use of the CAP FCSA for non-CAP Programmatic Authorities (page A-9).
4. Reminder: Make all required insertions, including language associated with an option; remove this cover page; remove the open and close brackets and any instructional text; ensure the page numbers, spacing and page breaks throughout the FCSA are appropriate; if more than one option is used, ensure the Article and paragraph numbering and references therein are correct; and delete the Attachment.
5. The Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the FCSA package. These certificates can be found on the Corps' "Project Partnership Agreements" website under the "Forms" Tab.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
[INSERT FULL NAME OF NON-FEDERAL SPONSOR]
FOR THE
[INSERT FULL NAME OF FEASIBILITY STUDY]

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for [Insert Name of USACE District, e.g., New Orleans District] (hereinafter the “District Commander”) and the [Insert Full Name of Non-Federal Sponsor] (hereinafter the “Non-Federal Sponsor”), represented by the [Insert Title].

WITNESSETH, THAT:

WHEREAS, [Insert cite to authority] authorizes [Insert short description of the study];

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for [Insert project purpose] at [Insert location].

B. The term “shared study costs” means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to: the Government’s costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor’s creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to

discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor’s in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall contribute 50 percent of shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No

later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in shared study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, shared study costs are projected to be \$ _____, with the Government's share of such costs projected to be \$ _____ and the Non-Federal Sponsor's share of such costs projected to be \$ _____. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, [**Insert District and EROC code, e.g., New Orleans (B2)**]" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount

of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a **[Insert type of decision document involved, e.g., Detailed Project Report]** is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum

of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

[Insert Title and Address of Sponsor representative to receive notices]

If to the Government:

[Insert Title and Address of Government representative to receive notices]

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

[INSERT FULL NAME OF SPONSOR]

BY: _____
[INSERT TYPED NAME]
[Insert Rank], U.S. Army
District Commander

BY: _____
[INSERT TYPED NAME]
[Insert Full Title]

DATE: _____

DATE: _____

Attachment

Option 1: Sponsor is a Non-Profit Entity that has the consent of the Local Government. In accordance with ASA(CW) Memorandum, dated April 5, 2012, Subject: Implementation Guidance for Section 2003(b) of the Water Resources Development Act of 2007 – Definition of Non-Federal Interest, confirm eligibility of the non-profit entity to serve as the Non-Federal Sponsor and whether a legally constituted public body must also be a Non-Federal Sponsor on the Agreement. This memorandum can be found on the Corps’ “Project Partnership Agreements” website under the “Guidance” tab.

Use the Certificate of Authority for a Non-Profit Entity as provided on the Corps’ PPA website under the “Forms” tab.

Insert the following two WHEREAS clauses after the first WHEREAS clause in the FCSA:

“WHEREAS, the **[FULL NAME OF NON-PROFIT ENTITY]** is an organization that is incorporated under the applicable laws of the **[Insert State of [Name of State] or Commonwealth of [Name of Commonwealth]]** as a non-profit organization, exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501);

WHEREAS, by letter dated **[Month Day, Year]**, the **[FULL NAME OF AFFECTED LOCAL GOVERNMENT]**, the affected local government has consented to the **[FULL NAME NON-PROFIT ENTITY]**, serving as a Non-Federal Sponsor for the Study;”

Option 2: Not An Obligation of Future Appropriations. Section 221(a) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that an agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, section 221(a) does NOT provide that the Non-Federal Sponsor’s performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government’s interests. If applicable and requested by the Non-Federal Sponsor, insert into the FCSA as the last Article the following:

“ARTICLE XI - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of New York or the New York City Council]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government’s interests.”

Attachment

Option 3: Multiple Non-Federal Sponsors. It is strongly preferred that there is one party only as the Non-Federal Sponsor for the FCSA. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the FCSA. **The FCSA should be modified to use the term “Non-Federal Sponsors” throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the FCSA as the last Article the following:

“ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.”

Option 4: Study in American Samoa, Guam, the Northern Mariana Islands, the Virgin Islands, or Puerto Rico, or involving an Indian Tribe or tribal organization (as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 5304).

In accordance with Section 1156 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2310), up to \$484,000 in non-Federal cost sharing is waived. The following changes to the FCSA should be made:

1. Replace the last sentence in Article I.B. with the following:

“The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement, and costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.”

2. Replace Article II.B. in its entirety with the following:

“B. The Non-Federal Sponsor shall contribute 50 percent of shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, and the cost sharing waiver in accordance with Article II.I., the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.”

3. Add a new paragraph I. to Article II as follows:

“I. Pursuant to Section 1156 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2310), the Government shall waive up to \$484,000 in non-Federal cost sharing of the Study. The amount of the waiver shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.”

4. Replace Article III.B. its entirety with the following:

“B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated shared study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-

Attachment

Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; costs funded at full Federal expense based on the waiver of non-Federal cost sharing in accordance with Article II.I.; and the estimated remaining cost of the Study.”

Option 5: Section 206 or 1135 studies initiated prior to 2006 without an executed FCSA and not completed by September 30, 2013. In accordance with the Director of Civil Works memorandum, dated August 27, 2013, these studies may not proceed until a FCSA providing for cost sharing of costs is executed. In addition, in the event the Study findings are favorable and a Project Partnership Agreement (PPA) for design and construction of a project is executed, the PPA will include a provision requiring the Non-Federal Sponsor to pay the Government the non-Federal share of Study costs incurred prior to execution of the FCSA in four equal payments over a two-year period.

1. Delete the “and” at the end of the second WHEREAS clause and insert, after the second WHEREAS clause, the following WHEREAS clauses in the FCSA:

“WHEREAS, in [INSERT YEAR], the Government, financing both the Federal and Non-Federal share of costs, initiated this study, which was not completed by September 30, 2013;

WHEREAS, this study is subject to the Director of Civil Works Memorandum, dated August 27, 2013, which provides that feasibility phase costs incurred after September 30, 2013 will be cost shared pursuant to a feasibility cost sharing agreement, and the non-Federal share of costs, currently estimated at \$_____, that were incurred before September 30, 2013 will be recovered under the project partnership agreement, once executed, for the project; and”

2. In Article I.B., delete the last sentence in its entirety.

3. Replace Article I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the costs for the Federal share of the Study incurred by the Government prior to the effective date of this Agreement.”

4. In Article II.B.1., replace the first sentence with the following:

“1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study.”

Option 6: Converting a feasibility study funded under the Investigations Program to the Continuing Authorities Program (CAP). When the FCSA for a feasibility study funded under the Investigations Program is terminated and the feasibility study is continued under a new FCSA funded under CAP, insert the following changes into the CAP FCSA:

1. Delete the “and” at the end of the second WHEREAS clause and insert, after the second WHEREAS clause, the following WHEREAS clauses in the FCSA:

“WHEREAS, the Government and Non-Federal Sponsor have decided to terminate the study initiated under a feasibility cost sharing agreement, executed [MONTH DAY, YEAR] and funded under the Investigations Program, and to execute a new feasibility cost sharing agreement and initiate a new Study funded under the Continuing Authorities Program (hereinafter the “Agreement”); and”

2. Replace Articles I.A. in its entirety with the following:

“A. The term “Study” means the activities and tasks after the effective date of this Agreement that are required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for [Insert project purpose] at [Insert location].”

3. Replace Articles I.B. in its entirety with the following:

“B. The term “shared study costs” means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to: the Government’s costs for updating the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor’s creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.”

4. Replace Articles I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.”

5. Replace Articles II.B.1. in its entirety with the following:

Attachment

“1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.”

Attachment

Option 7: Use of the CAP FCSA for non-CAP Programmatic Authorities. When the CAP FCSA is used for non-CAP programmatic authorities that do not require additional authorization to implement a project, such as Section 544 of the Water Resources Development Act (WRDA) of 2000 (Puget Sound and Adjacent Waters), Section 519 of WRDA 2000 (Illinois River Basin Restoration), etc., make the following changes to the CAP FCSA:

1. Delete the last sentence in Article I.B.
2. Replace Articles I.E. in its entirety with the following:

“E. The term “maximum Federal study cost” means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.”

3. Replace the first sentence in Article II.B.1. with the following:

“After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of shared study costs for the remainder of the initial fiscal year of the Study.”



OLD BUSINESS ITEM

DATE: February 18, 2021
RE: Port Dock 5 & 3 Electrical Upgrades
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

I recommend placing the highest priority on funding construction for the 50 amp power upgrades on Port Docks 5 & 3 in the coming fiscal year. For this project, we made 30% increases in the moorage rates and reserved the additional funds for three years. We are entering into the final phases of design with Alliance Consulting Engineers, and they have estimated a total cost of about \$644K, which includes PUD fees for upgrades that will be necessary to the infrastructure feeding Port Dock 5.

DETAIL

The PUD fees total about \$19K for the proper transformers that will be necessary at Port Dock 5. There are no transformer upgrades necessary to accommodate Port Dock 3.

PUD has the two transformers we need for the project in their warehouse (it was more cost effective to split the service at the transformer into two). They cannot guarantee that those transformers will still be available to us when we start construction until we pay the fees for the transformers. PUD has cautioned us through the planning process that especially over the past year, the supply chain has grown very slow and erratic on these types of supplies.

If we pay the fees now, we will be able to have more direct control over the project schedule. If we don't pay the fees now, it becomes increasingly difficult to plan, and it could mean that we lose the ability to complete the project next fiscal year. It's my recommendation to pay the fees now so the variable of transformer availability can be taken out of the planning effort.

BUDGET IMPACTS

We have plenty of room in the capital outlay budget to pay this \$19K fee at this time.

RECOMMENDATION

I RECOMMEND A MOTION AUTHORIZING THE GM TO PAY \$19,216.82 TO CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT FOR THE PURPOSE OF RETAINING TWO TRANSFORMERS FOR THE PORT DOCK 5 ELECTRICAL UPGRADE AND MARINE POWER PEDESTAL PROJECT.



NEW BUSINESS ITEM

DATE: *February 18, 2021*
RE: *Rogue Seawall Phase II Assessment*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

In December/2018 the Port had a Structural Evaluation performed on the seawall that supports the main building at Rogue Brewery. The Rogue Brewery Seawall is approximately 540 feet long and supports the Rogue World Headquarters building at 2320 SE Marine Science Drive in Newport.

During the last evaluation the consultant recommend the following in-depth investigations as the next step for final repair design and predicted service life of the seawall structure.

- Perform thorough condition assessment and document current damaged structural system, to a level of detail sufficient to enable selection of the repair schemes and to enable production of construction contract documents.
- Prepare superstructure loading evaluations for probable future extensions.
- Prepare a geotechnical report involving backfill pressures, site seismologic data, tide information, etc. (partial analysis has been performed and it can be provided upon request)
- Review environmental data on soil/water chemistry and environmental factor histories (temperature, wind, etc.).
- Perform sampling from the concrete lagging and steel piles and the required chemical and mechanical tests in laboratories.
- Perform inspections for soil stabilization.
- Obtain access to inaccessible portions of the structure, such as deadman anchor connections.

We are hoping that this Phase II evaluation will help us with a service-life analysis, and repair alternatives analysis for the seawall.

With that scope of work in mind, I sent a request to 7 engineering firms. Three qualified engineering companies provided us proposals. With the assistance of our directors, we selected PBS Engineering.

RECOMMENDATION

I recommend a motion to authorize the General Manager to contract with PBS Engineering and move forward with the proposal as presented not to exceed an additional \$58,500.



February 17, 2021

Paula Miranda
General Manager
Port of Newport
600 SE Bay Boulevard
Newport, Oregon 97365

Via email: pmiranda@portofnewport.com

Regarding: Rogue Brewery Seawall Phase II Investigation
Newport, Oregon

Dear Ms. Miranda:

The PBS Engineering and Environmental Inc. (PBS) team is pleased to provide this proposal to assist the Port of Newport (Port) with the Phase II Investigation of the seawall that supports the main building at the Rogue Brewery.

We have assembled the individuals with the most direct experience related to the recent seawall evaluations (Hod Wells of PBS and Scott Schlechter of GRI), and we have included local Newport firm Civil West Engineering Services to assist with the planning and execution of ground-disturbing investigations at the brewery.

Hod's previous firm assisted the Port with the preparation of the Structural Evaluation Report that forms the basis of this work. We intend to build off that work and the conversations that we have had with the Port in the time since that evaluation, to efficiently perform these Phase II investigations.

PBS is a company with a dedicated focus on community projects, and we have built ourselves to stand apart from the crowd for this exact type of project. One of our strengths is our ability to form high-functioning teams that provide maximum value to our clients. Hod has decades of experience working shoulder-to-shoulder with GRI on challenging marine structural/geotechnical projects, including four in Yaquina Bay and one for the Port of Toledo in the last five years. We have included local engineering firm Civil West because of the invaluable knowledge they can contribute in terms of engaging the local construction services community to provide specialty services that will be required for this investigation. Even though this is a limited scope exercise, the local boots on the ground will undoubtedly come in handy.

Our team understands the challenges faced by the Port as the owner of this waterfront asset that is now more than 40 years old. We understand that this information gathering phase is important to paint the full picture of the condition of that asset, and to help you prepare to make decisions related to repair, replacement, or relocation.

KEY PERSONNEL AND REFERENCES

Hod Wells has nearly three decades of structural engineering experience in Oregon, with particular expertise that dovetails to provide the Port with the experience necessary to evaluate the seawall condition and analyze repair schemes. He has spent more than 20 years designing anchored bulkheads, and he has more than 15 years of

experience with marine structural engineering, including numerous condition assessments. Hod is the PBS Vice President for Structural Engineering and for this project he will serve as project manager.

Scott Schlechter is a Geotechnical Principal with GRI and has 20 years of experience in geotechnical engineering and is one of the region’s foremost experts in marine geotechnical design. His recent accomplishments include the award-winning Marine Studies Initiative Building located 1,000 feet from the seawall. Hod and Scott have collaborated on five assignments in the Yaquina Bay marine environment since 2015.

Please refer to the key personnel resumes attached to this letter proposal for additional experience information for Hod and Scott.

The table below includes **references** information for some of our past projects.

Project Name	Project Relevance	Reference Name	Contact Number
Port of Toledo 600-ton Haulout Pier Toledo, Oregon	Hod Wells (with former firm) and GRI provided fast-paced design in similar marine environment; geotechnical & structural engineering challenges resolved	Bud Shoemake Port Director (Retired)	541.272.1201
Port of Newport Rogue Brewery Seawall Phase I Investigation, Newport, Oregon	Hod Wells (with former firm) and GRI provided the initial investigation for the subject seawall	Aaron Bretz, Director of Operations	541.265.7758
267 Bay Boulevard Newport, Oregon	Hod Wells (with former firm) and GRI provided seawall evaluation and solved marine geotechnical and structural challenges, including existing structure interaction and liquefaction	Steven Webster, Owner, Riverbend Marine	541.265.9243
City of Warrenton Work Pier Evaluation	Hod Wells (with former firm) provided comprehensive condition assessment and phased repair recommendations	Jane Sweet, Harbormaster	503.861.3822

FIRM INFORMATION

Founded in 1982, PBS provides professional consulting and project delivery services throughout our eight offices in Washington and Oregon. PBS offers a broad range of professional services with a staff of more than 260 professionals specializing in project management, transportation, traffic, civil and structural, as well as surveying, environmental permitting, public involvement, and construction oversight. As a full-service firm, PBS is equipped to lead our partners GRI and Civil West through this phase of the investigation and continue seamlessly to support the Port with subsequent phases, including permitting, capital planning, final design, and construction.

SCOPE OF SERVICES AND FEE ESTIMATE

PBS has developed a detailed scope of services and a fee estimate for this project which have been attached to this letter proposal. The scope and corresponding fee have been developed based on the request for quote

Paula Miranda
Rogue Brewery Seawall Phase II Investigation
February 17, 2021
Page 3 of 3

provided in the email dated January 29, 2021, and on our visit with you on February 2, 2021. We understand that the Port's budget for this phase is limited, and we have prepared this scope to maximize the value obtained now, to provide the best information for the Port to make the critical decisions about how to proceed to the next phase. We hope that your decision does not come down to price. As a team, we feel we have the most appropriate qualifications, and the advantage of "institutional knowledge" of the project, not to mention a keen interest and desire to see this project through.

Thank you for considering PBS for this interesting project. Please feel free to contact me at 503.417.7723 or hod.wells@pbsusa.com with any questions or comments.

Sincerely,

Howard "Hod" Wells, PE, LEED AP, ENV SP
Principal, Structural Engineering

Attachments: Key Personnel Resumes, Proposed Scope of Services and Fee Estimate

Hod Wells PE, LEED AP, ENV SP

Senior Project Manager



Hod Wells is a versatile engineer and project manager with 30 years of experience in structural and civil engineering, as well as surveying. His experience includes the design of floating and fixed docks, piers, and wharves; bridges and culverts; buildings; train station platforms; retaining walls; and many other types of structures. He has assessed the structural condition of docks, buildings, and industrial facilities, and has assessed and designed repairs for facilities compromised by corrosion, fire, landslide, and explosion. He has completed dozens of assignments related to structural condition assessment and repair, and is a retaining structure expert. Along with this broad range of skills, Hod has the creativity to handle challenging projects and the ability to manage multidisciplinary efforts for ports and their tenants.

EXPERIENCE

30 Years

EDUCATION

BS Mechanical Engineering, University of Notre Dame

ACCREDITATION

Professional Civil Engineer: OR, WA, CA

Envision Sustainability Professional

LEED Accredited Professional

US Transportation Safety Administration, Transportation Worker Identity Credential (TWIC)

ASSOCIATIONS

Professional Engineers of Oregon

Structural Engineers Association of Oregon

American Institute of Steel Construction

Institute for Sustainable Infrastructure

American Concrete Institute

RELEVANT PROJECT EXPERIENCE

Rogue Brewery Seawall Evaluation and Repair, Newport, Oregon. Project manager for the condition assessment of the Rogue Brewery Seawall for the Port of Newport. The Rogue Brewery World Headquarters sits atop a seawall at the South Beach Marina in Newport, Oregon. Constructed in the late 1970s, the seawall consists of steel soldier piles jet-set into the Yaquina Bay sand and tied back with a concrete deadman anchor. The seawall structure is exhibiting deterioration, and the Port has begun a program to identify the feasibility of extending its useful life. Responsible for the visual assessment of the structure and development of preliminary rehabilitation schemes and cost estimates.

Torpedo Wharf Rehabilitation, San Francisco, California. Project manager for the condition assessment, underwater inspection, and preliminary design of repairs for a historic, World War II-era fixed wharf at the Presidio, on San Francisco Bay, for the National Park Service. The Fort Point Torpedo Mine Wharf (Torpedo Wharf) is a contributing resource to the Presidio of San Francisco National Historic Landmark District. Constructed in 1943, it was originally used for the movement of materials from land to mine tenders for the purpose of protecting the waters of the bay from enemy vessels. It is currently used as a public pier and is a popular attraction for visitors to the Presidio and the Golden Gate National Recreation Area. The access trestle and main wharf are concrete structures, consisting of 220 reinforced concrete piles supporting a concrete deck. It is in a state of deterioration that varies from moderate to severe. The underwater inspection was conducted on all 220 concrete piles, and the repair scheme includes a combination of fiber-reinforced polymer pile jackets, embedded cathodic protection, and standard concrete repair techniques. Responsibilities included project management of the inspection and design teams and production of the Scope and Validation Report.

United Harvest C House Damage, Port of Vancouver, Washington. Project engineer for the C House project for United Harvest LLC. Duties included design of an emergency structural support system for a grain silo that was compromised because of a series of explosions. Duties also included design for the repair of damaged concrete walls and steel framing and field engineering during construction of repairs.

Kalama Dock Condition Assessment, Kalama, Washington. Project manager for the condition assessment and repair feasibility study for a grain terminal dock for United Harvest, LLC. The project included the inspection and documentation of an aging timber pile-supported dock, and the preparation of repair cost estimates.

Vancouver Waterfront Park, Vancouver, Washington. Project manager for the design of the foundation system for the Grant Street Pier and the site structures at the Vancouver Waterfront Park for the City of Vancouver. The Grant Street Pier is the centerpiece of the City's \$20 million, 7-acre waterfront park development. The pier is a cable-stayed structure that extends 100 feet over the Columbia River. The U-shaped pier is essentially a pedestrian bridge with a single abutment. The structure contains no in-water elements; the cantilevered walkway is supported by cables fixed to a massive abutment and backstay foundation. The complex foundation system comprises twenty-seven 5-foot-diameter drilled shafts tied to a 6-foot-thick mat slab, a counterfort abutment, and a 10-micropile backstay cap. The foundation was constructed inside a sheet pile cofferdam, allowing work to continue outside the in-water work window. The shoreside wall of the cofferdam will remain in place permanently and, with 36 ground anchors, will provide lateral resistance from earthquake-induced liquefaction. The site structures included a cantilever overlook structure and several large gabion-faced structural earth walls along the shoreline.

Wharf Demolition and Reconstruction Design-Build, Newport, Oregon. Project manager responsible for leading the design of a new wharf on the Newport Historic Bayfront for Bergerson Construction. Front Street Marine purchased a narrow Bayfront property that included a deteriorating wharf structure. The project included assistance in obtaining the environmental clearances for the project and design of the steel pile-supported concrete wharf and the two-story multiuse building on the wharf. The 24-foot-wide building features concrete masonry walls resisting lateral loads in the long direction, with steel moment frames resisting loads in the transverse direction. The wharf construction features the use of high-strength, high chromium content reinforcing steel to add longevity to the structure located in a harsh marine climate.

Structural Evaluation of Ankeny Dock, Portland, Oregon. Project manager for the structural evaluation of this dock for Portland Parks & Recreation. The dock, located in downtown Portland, is a multilevel structure composed of wood, steel piling, and heavy timber. The purpose of this evaluation was to address repairs necessary to increase public safety. The evaluation identified structural deficiencies based on structural analysis and on-site observation. A written technical report presented results from the assessment, cost estimating, and recommendations. Recommendations for repairs and reinforcements were based on the 2004 Oregon Structural Specialty Code live loads. Responsible for management of the project, including client communication, staff scheduling, quality assurance/quality control management, and budget and schedule control.

Boatyard Improvements and Haul-out Pier Phase 1, Toledo, Oregon. Project manager for the program refinement, final design, and construction services related to the construction of a new boat haul-out pier for the Port of Toledo. The Port's boatyard services Pacific fishing fleet vessels with lengths up to 120 feet. The facility consists of twin 120-foot-long, steel pile-supported concrete finger piers with a pile-supported turning apron. The pier supports a 600-metric-ton-capacity mobile boat hauler, which was a significant upgrade to their existing 80-ton hauler. The project was delivered via design-build public contracting.

Hells Canyon Boat Launch Assessment, Oxbow, Oregon. Project manager for the condition assessment, underwater inspection, and preliminary design of repairs for a boat ramp and floating dock at the Hells Canyon Boat Launch facility for the U.S. Forest Service. Over time, the Snake River had scoured out the support for the Hells Canyon boat ramp, and a recent rain-on-snow event had sent a debris flow over the banks of Hells Canyon Creek and damaged the floating dock. The project included underwater and above-water condition assessment of both structures, and preparation of a preliminary design report for the repairs. Responsibilities included project management of the inspection and design teams.

Newport Seafood Wharf, Newport, Oregon. Project manager responsible for civil and structural engineering design of a new seafood transload wharf on the Newport Historic Bayfront. The 18,000-square-foot wharf is constructed of precast concrete panels supported by steel piling. The wharf will feature jib cranes for the transfer of seafood from boat to wharf, an ice plant, and an 8,000-square-foot building.

Bridgeview Moorage Structural Evaluation, Portland, Oregon. Project manager/engineer for this structural analysis project for Bridgeview Investors Corporation. Duties included preparing a structural evaluation and recommendation report based on a visual observation of the condition of an existing floating home moorage.

Scott Schlechter PE, GE, D.PE

Geotechnical Principal



Scott Schlechter is a principal with GRI and has 20 years of experience completing a wide range of geotechnical studies that have focused on challenging soil-structure interaction; deep foundation design; and ground improvement for buildings, transportation projects, utilities, waterfront facilities, and essential facilities. Scott's experience with similar projects is summarized below.

RELEVANT PROJECT EXPERIENCE

Marine Studies Initiative (MSI) Building, Oregon State University (OSU), Newport, Oregon. GRI is the engineer of record for the OSU MSI project. Scott led the geotechnical team through the exploration and design efforts to address tsunami and ground shaking seismic hazards. The resilient design involved development of a site-specific basis of design implementing performance-based earthquake engineering to evaluate both code-based probabilistic seismic hazards and deterministic tsunami scenarios. The project also involved independent geotechnical, tsunami, structural, and seismic hazard peer reviews from four different consulting firms. The innovative design involves supporting the new structure on Deep Soil Mixing.

Marine Operations Center – Pacific, National Oceanic and Atmospheric Administration (NOAA), Newport, Oregon. GRI is the geotechnical engineer of record for the upland facility, access trestles, and new dock for the NOAA Operations Marine Operations Center. The purpose of the investigation was to evaluate subsurface conditions at the site, and provide conclusions and recommendations for site preparation, foundation support, and other design and construction considerations.

Dock 5 Pile Replacement, Port of Newport, Newport, Oregon. This project involves replacement of decayed timber piles with new steel pile pipes and expansion of the dock. The consultation utilized review of existing geotechnical information and GRI's extensive experience with pile driving in the bay to develop estimated pile lengths and installation criteria for replacement steel pipe piles. The consultation included recommendations to limit impact driving for permitting considerations and the project is currently under construction.

Rogue Brewery Seawall Consultation, Port of Newport, Newport, Oregon. Due to deteriorating structural components of the seawall, GRI assisted with an initial assessment of the seawall and historical structural damage. As part of a separate scope of work, GRI recommended completing additional geotechnical explorations to evaluate design alternatives.

International Terminal Stability Analysis and Renovation, Port of Newport, Newport, Oregon. In 1948, the Port of Newport sank two WWII concrete ships to serve as wharves. Over time, the westernmost hull moved incrementally about 3 feet southward toward the bay, resulting in settlement and structural damage behind the wharf. GRI completed a phased series of geotechnical studies to assist in evaluating alternatives to repair or remove the existing dock structures at Berths 1 and 2. The final selected alternative involved complete removal of one of the ships and mitigation of one of the ships in place.

EXPERIENCE

20 Years

EDUCATION

MS Civil Engineering
(Geotechnical Specialty),
Oregon State University

BS Civil Engineering,
Oregon State University

ACCREDITATION

Professional Engineer:
OR, WA, ID, CA

Professional
Geotechnical Engineer:
OR

Diplomate, Port
Engineering

Front Street Wharf Demolition and Reconstruction, Port of Newport, Newport, Oregon. GRI completed a geotechnical investigation for the demolition and reconstruction of the Front Street Wharf on the north bank of Yaquina Bay. The previous wharf and piling supporting the wharf was removed and a new, approximately 111-foot-long by 24-feet-wide wharf was constructed in its place. The wharf supports a 2,540 square foot, two-story building, and is supported on 18-inch diameter steel pipe piles. GRI provided recommendations for design and construction of foundations.

17th Street Dock Reconstruction, City of Astoria, Astoria, Oregon. The old timber pile-supported wooden dock structure was replaced with a pipe pile-supported concrete dock to support multiple Coast Guard ships and accommodate pedestrian traffic. The trestle portion of the dock is underlain by fill and soft silt over variably weathered siltstone. GRI mobilized a light-weight drill rig to complete four borings from the existing timber dock structure and saved the City approximately \$10,000 in barge fees. A report was prepared that provided geotechnical recommendations for support of the new dock and other design and construction considerations. GRI worked closely with the design team to address liquefaction and lateral spreading during design and detailing of the new dock and variable subsurface conditions for pile installation. The 17th Street Dock Reconstruction project received the 2015 Excellence in Concrete Awards presented by the American Concrete Institute, Oregon Chapter for the Restoration category.

Waterfront Improvements, Port of Garibaldi, Garibaldi, Oregon. The Port of Garibaldi recently redeveloped their Commercial Avenue wharf by removing the existing structures, retaining walls, and piles and constructing a new wharf and pile-supported building pads that extend over the sides of the jetty. Subsurface explorations by GRI indicated the site is mantled by soft/loose soils to a depth of about 100 feet. GRI provided geotechnical services throughout the design phase of the project, including foundation design, slope grading and protection, and seismic design considerations. GRI also provided consultation and on-site observation services during installation of 162 vertical and batter piles.

Station Siuslaw River – Global Study, United States Coast Guard (USCG), Florence, Oregon. The USCG station is located on the shore of the Siuslaw River, about 1.5 miles upstream from the mouth of the river. Portions of the facility are located near the top of a steep, 50- to 60-foot-high bluff. Shoreline erosion is resulting in gradual sloughing and regression of the bluff and increasing the risk of larger-scale slope instability. Geotechnical services include a detailed site reconnaissance, subsurface explorations, and slope stability analyses to evaluate the risk of slope instability and develop feasible slope stabilization measures and design criteria for alternatives selected by the design team.

Station Siuslaw River – Boathouse Piles, USCG, Florence, Oregon. The USCG-Siuslaw River boathouse is supported on timber piles that were installed in 1969. Shoreline erosion is causing gradual scour and loss of soil that supports the piles. Steel H-piles were installed in 2008 on the west and east sides of the boathouse to provide additional lateral support. As studies indicate additional scour may occur over a 25-year period, new piles were needed to further stabilize the structure. With less than three weeks' notice to meet an in-water work window restriction, GRI mobilized a barge and drill rig to complete a geotechnical boring to support design of the new piles. GRI summarized subsurface conditions and pile design recommendations in a letter report for the project.

Berths 410 and 411 Underwater Slope Evaluation, Port of Portland, Portland, Oregon. Based on the need to extend the dredge depth at the face of these berths for loading bulk soda ash onto ocean-going ships, GRI completed slope stability analyses and provided recommendations for mitigating the effects dredging would have on underwater slope and existing pile-supported wharves. Scott assisted with the slope stability analyses and development of the preliminary design for an underwater sheet pile wall to retain the cut at the toe of the slopes.



Scope of Work: Rogue Brewery Seawall Phase II Investigation

Port of Newport
Newport, Oregon

I. Project Description and Background

PBS Engineering and Environmental Inc. (PBS) has developed this scope of engineering services for the Rogue Brewery Seawall Phase II Investigation. Services include structural and geotechnical engineering and material sampling and testing. Also included is the planning for an exploration of the concealed deadman anchor and its connection to one of the tieback rods.

The purpose of the work, as stated in the request for proposals (RFP), is as follows:

We are anticipating that with this investigation we will be able to come up with the next step for final repair design and predicted service life of the seawall structure by providing us with a more in-depth data-gathering program, service-life analysis, and repair alternatives analysis.

To this end, this scope is organized to provide services to realize the following goals:

- Expose the deadman anchor and tieback connection in one location and observe and document the conditions observed.
- Obtain material samples of the concrete lagging panels of the seawall and perform strength tests and petrographic analysis.
- Identify likely locations for soil stabilization activities to plan a soil stabilization program more accurately.
- Further develop the structure repair alternatives (with service-life evaluations) presented in the previous study to enable comparison with relocation and replacement alternatives in a future study phase.
- Present a seawall repair alternatives analysis report.

II. Overall Project Assumptions

- The Port of Newport (Port) will coordinate access to the seawall and to interior areas of the brewery building to allow adequate time and space for exposing the deadman and anchor connection, identifying soil stabilization locations, and observing and sampling the concrete lagging panels.
- The Port will provide all as-built documentation of the seawall and brewery building that the Port possesses, as well as all previous studies. PBS is in possession of some of this information but will request confirmation of a complete data set.
- Because of the limited budget for this phase of the work, this scope does include geotechnical consultation, but it does not include additional geotechnical exploration. Additional geotechnical exploration is recommended in a future phase if a replacement or relocation alternative is to be fully developed for comparison to the repair alternative. This is because relocation and replacement alternatives will be required to be designed to current seismic code, whereas the repair alternatives will be developed to restore the original design only. The service life and risk associated with repair schemes must be considered against the relocation and replacement schemes developed in the next phase.

- The true cost to expose the deadman anchor and rod connection is unknown at this time. The budget provided is an estimate. When selected for the work, PBS will proceed to establish the scope of work for the investigation and will work with the Port to get the work accomplished, either using Port forces, a specialty contractor, or a combination.

III. Scope of Work

Task 1: Project Administration, Meetings, and Quality Program

PBS will provide oversight of project tasks and will administer an internal quality program.

Key work activities include:

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; and total cost for labor and expenses for the billing period.
- Preparation for and attendance at a virtual kickoff meeting with the Port and the PBS team.
- Preparation of the project quality plan and execution of quality control procedures for the report deliverable.
- Preparation for and attendance at a virtual meeting to review the draft report deliverable.

Deliverables

- Monthly invoices

Task 2: Information Gathering and Analysis

From the RFP:

- *Perform thorough condition assessment and document current damaged structural system, to a level of detail sufficient to enable selection of the repair schemes and to enable production of construction contract documents.*
- *Perform sampling from the concrete lagging and steel piles and the required chemical and mechanical tests in laboratories.*
- *Obtain access to inaccessible portions of the structure, such as deadman anchor connections.*
- *Perform inspections for soil stabilization.*

The PBS team will perform the following key activities for this task:

- Review existing project information.
- Coordinate concrete material sampling and analysis subconsultant.
- Prepare deadman anchor investigation plan and coordinate excavation activity either as subcontract to this agreement, through Port forces, or through separate contract administered by the Port.
- Perform one site visit (Civil West staff) to scope out a location most conducive for exposing the deadman anchor.
- Prepare for and perform one site visit (PBS and GRI) to observe existing seawall conditions and exposed deadman anchor, and to identify likely locations for soil stabilization activities.

Assumptions

- One site visit with one overnight stay in Newport (up to two consecutive days on site) is assumed as the maximum level of field effort associated with this task for PBS staff. This includes observation of the exposed deadman anchor during this visit.
- Civil West staff will make one site visit from their location in Newport to identify deadman anchor exposure general locations.

Deliverables

- Deadman anchor exposure plan and specifications, consisting of one plan drawing with general details and performance specifications.

Task 3: Geotechnical Consultation

From the RFP:

Prepare a geotechnical report involving backfill pressures, site seismologic data, tide information, etc. (partial analysis has been performed and it can be provided upon request).

As noted previously, because of the limited budget for this phase, and because this phase is focused on evaluating repair schemes, which do not require in-depth seismic assessment, the geotechnical report for this phase is limited to the following scope.

GRI will provide geotechnical recommendations primarily focused on static evaluation of the existing wall. The services will include review of available geotechnical and geologic information for the site, including the recent explorations along with as-built drawings for the existing bulkhead wall. In addition, as part of these services, GRI will provide lateral earth pressure recommendations for static design of the bulkhead wall and will review approaches to allow structural evaluation of the existing tieback rods and deadman. The services will be summarized in a design memorandum.

This assumes that a future phase will evaluate seismic design considerations, assuming the repair, replacement, or relocate options would require seismic design under current codes (i.e., some options may not require seismic upgrades). The future phase evaluation would include a site visit; field explorations; engineering analyses; and preparation of a report. The future phase work is not included in this scope of services.

The current phase scope includes the following specific activities:

- Geotechnical information available for the site and surrounding area will be collected and reviewed including the recent boring logs and as-built drawings for the existing bulkhead wall.
- A site visit will be completed to evaluate existing conditions of the bulkhead wall and approaches for exposing and evaluating the deadman.
- Engineering analyses will be accomplished that will lead to the preparation of preliminary conclusions and recommendations concerning (1) design lateral earth pressures and resistance mechanisms for permanent retaining systems; and (2) review of the approach to evaluate existing tieback rods and deadman anchors.
- A memorandum will be prepared that discusses the work accomplished and presents the results of the various tests and office studies.

Assumptions

- Other than a conceptual risk discussion, evaluation of seismic hazards including liquefaction, lateral spreading, and seismic slope stability are outside of this scope of work.

Deliverables

- Technical memorandum, draft and final, delivered as an appendix to the project report defined in Task 4.

Task 4: Seawall Phase II Investigation Report

From the RFP:

- *Prepare superstructure loading evaluations for probable future extensions.*
- *Review environmental data on soil/water chemistry and environmental factor histories (temperature, wind, etc.).*

The scope for this task includes addressing the two bullet items listed above, but also includes summarizing the material testing, deadman anchor investigation, soil stabilization investigation, and repair alternatives analysis, with service life predictions.

PBS will prepare a report that summarizes the work contained in this scope and that includes a Basis of Design (BOD) for the repair schemes, along with a discussion of how that BOD will differ from that of a replacement or relocation BOD. The report will also include the results of the repair alternatives analysis, which will include refinement of the repair techniques presented in the previous report, along with opinions of probable cost, risk, and service life for the alternatives.

This report will provide the basis for the seawall repair option to compare to a replacement and relocation option determined in a future phase.

The PBS team will present a draft report in PDF format and will conduct a review meeting (see Task 1) to discuss the findings. PBS will incorporate Port comments and deliver a final report in PDF format.

Deliverables

- Draft and final Seawall Phase II Investigation report, PDF format

IV. Fee Schedule

PBS proposes the following fee schedule for this project.

Task 1: Project Administration, Meetings, and Quality Program	\$3,000
Task 2: Information Gathering and Analysis	
PBS and Civil West Site Visit	8,000
Design of Deadman Investigation	3,000
Seawall Materials Testing	5,000
Deadman Anchor Excavation & Repair	
<i>Planning Budget Only</i>	11,000
Task 3: Geotechnical Consultation	12,000
Task 4: Seawall Phase II Investigation Report	16,500
Total Project Budget	\$58,500



GENERAL MANAGER MONTHLY REPORT

DATE: 02/23/2021
PERIOD: 01/21/2021 – 02/19/2021
TO: Board of Commissioners
ISSUED BY: Paula J. Miranda, General Manager

OVERVIEW

Summary:

Another busy month at the Port is still trying to catch up on issues related to January's storms and several ongoing projects.

As to the storms, we are still trying to work on a plan to handle deficiencies at Port Dock 7. We are hoping to present a plan within the next few months. That will probably be best presented in a work session format, where we can discuss pros and cons after we provide you more details on the situation. Meanwhile, I am continuing to work on an EDA grant for a replacement plan with our grant writers. We have already obtained several letters of support ranging from federal and local legislators, City, County, several associations, Chambers, and some of the local businesses. We are also working on a grant for a marketing evaluation for NIT. I want to thank all of those who have supported these two grants with letters of support.

I also want to thank Business Oregon for working with us on possible technical grants. They are looking into several grant options for all the plans we currently have (Rogue Seawall, NIT Marketing Plan, Port Dock 7 Plan, RV Park Annex Plan and Port docks dredging feasibility study by USACE).

Another storm issue we are dealing with is a leaning building located at 343 SW Bay Blvd, also know as Captain's Reel Charter building. As discussed during our last meeting, after we had an engineer inspect the building, the future of it looked quite grim, as there is not much piling support under the building. Since then, we also had the City come out and inspect the building. The end result was an order to either present a plan to fix the building in 30 days or remove the building. We tried to get a quote to see what would cost to provide a fix, but the engineer refused to provide a quote as he said it wasn't viable. A construction company said they can probably provide a temporary fix (5 years) to the pilings, but that means removing the building. In either case, the revenues coming for the building will never pay for a fraction of the cost of any fixings. We had to board it up the building and ask the tenant to remove their belongings once we secured the pilings for a temporary entrance to the building. Unfortunately, we are put in a situation where we have no choice, but to terminate the lease. The tenant had some obligations under lease, which I will be happy to further discuss under an executive session. We are currently trying to obtain

quotes to remove the building. Shall we receive the quotes in time to include in this meeting, we may do so due to the gravity of the situation, as we don't want to create more liability by harming the next door building and also to avoid any fees from the City. Although we are also checking for asbestos, if it comes up positive we may need to work on an abatement, which may delay things a bit.

Prices of material have gone up quite a bit, so we are currently on a standby with our Administration building. Business Oregon is still working on our loan application, as they believe it can be on hold for a bit if needed. We are holding this is just temporary and within the next few months we will have a better proposal to present.

Fortunately, price increases have not affected most of our ongoing projects as most material have already been ordered. That would include our Port Dock 5 Pier Project, which is underway and on time. They are currently working on the temporary walkway, so they can start demolishing the pier. No outages are expected during this process.

For the electrical work at Port Dock 5 and 3, things are moving along well. We would like to start the actual work in September/October, but in order to stay on track we will need to purchase a transformer from the PUD, which has been included in this agenda.

As mentioned on the previous meeting, the contractor has ordered equipment for the South Beach Marina Load Centers' replacement. We still expect the work to be completed prior to Halibut Season. Staff has also looked into the GFI alternative and to assure we can get the work simultaneously we have also included an item on this agenda for the purchase of those GFIs. We should have enough in our budget to allow for the purchase.

I also started working on the Rogue seawall Phase II plan and have selected an engineer firm as included on this agenda. One clarification to make, in our last meeting I inaccurately listed the budget for this item as \$30K. The actual budget is \$60K, which is also reflected in the quotes we received.

Summit Communications and the Port are currently working on the next Port's newsletter. We should be seeing a draft in the next few weeks.

Once again, in spite of some mishappens, our financials continue to look good. I believe Mark will be ready to start on our next year's budget this coming month.

Another item we will bring to Commission in March is our Goal Setting, which we will start working on right after this meeting. Any initial input will be welcomed and appreciated.

Meetings/Trainings/Summits:

- 12/14/20 - Radio hour with Kathy Kraken
- 12/15/20 - Chamber Board Meeting
- 12/15/20 - Regular Commission Meeting
- 12/17/20 - OPPA Meeting
- 12/17/20 - NW Oregon Regional Outdoor Recreation Coordinating Committee meeting
- 12/18/20 - 01Maritime Innovations Center (MIC) Meeting

- 12/18/20 - Port Communications Meeting
- 12/28/20 - Special Commission Meeting
- 01/27/21 - Regional Solutions Meeting
- 01/27/21 - YBEF Meeting
- 01/29/21 - Port Communications Meeting
- 02/03-04/21 - SDAO Annual Conference
- 02/05/21 - OPPA Legislative Committee Meeting
- 02/08/21 - Meeting with Captain's Reel Charter
- 02/09/21 - Meeting with DSL
- 02/09/21 - Meeting with Business Oregon
- 02/09/21 - Chamber Board Meeting
- 02/11/21 - Meeting with Rogue
- 02/12/21 - Port Communications Meeting
- 02/17/21 - Congressman Schrader Roundtable
- 02/19/21 - MIC Standing Meeting
- 02/19/21 - OCWCOG - Valley & Coastal Managers Meeting

Upcoming Schedule:

- 02/24/21 - Regional Solutions Meeting
- 02/24/21 - YBEF Meeting
- 02/25/21 - Yaquina Bay Estuary Management Plan with DLCD
- 02/26/21 - Communications Meeting
- 02/26/21 - MIC Standing Meeting
- 03/04/21 - Business Oregon - Offshore Wind Energy Planning
- 03/05/21 - MIC Standing Meeting
- 03/10/21 - Business Oregon - Asset Management Port's Training
- 03/11/21 - Vision 2040 Committee
- 03/12/21 - Communications Meeting
- 03/12/21 - MIC Standing Meeting
- 03/15-03/18/21 - PNWA Virtual Mission to Washington
- 03/19/21 - MIC Standing Meeting



FINANCE DEPARTMENT MONTHLY REPORT

DATE: February 23, 2021
PERIOD: July 1, 2020 to January 31, 2021
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Financial reports as of January 31, 2021 are included in the commission packet. These are also sent to you separately for your convenience. I also am including a list of accounts with balances 90 days or more past due.

Issues of Importance

Managed Service Provider update

- In 30- 60 days the Port will move to Voice over IP (VOIP) Service for telephone services, this will save \$4-500 per month in phone services costs. New phones (for those being replaced) are at Hyak and the port has 3 headsets but will be ordering more – 1 for each staff not having a desk phone.

Budgets

- I have reached out to the budget committee; we will need two (2) new members; we have been recruiting for the past 60 days but have received no applications.
- Work on the 2022 budget is nearly complete.
- Capital Equipment and Large projects need prioritization
- Revenues and expenses related to the energy project need to be added to the NIT budget.

Financial/ERP System

- I have started writing the RFP for a new financial system to replace QuickBooks. Including implementation, the estimated cost for the first year, including implementation, range from \$75,000 to \$150,000, 50 to 75% of the first-year cost is implementation, those packages reviewed include: Sage Intacct, Dynamics 365, SYSPRO, TrueERP, and NetSuite.

Finances

GOF Balance Sheet (year to year comparison)

- As of January 31, 2021, the Port is 7 months into the fiscal year, and has \$3.7 million in savings, which is up 3% from last year. The balance will decline over the next few months, as the

- pier for Port Dock 5 is built.
- Accounts receivables are up down 10% (\$41,025) versus last year for the same month. This is a result of crabbing and serious efforts to collect on past due accounts, there will be some difficulty as some vessel owners have been hurt by the pandemic.
- The Quick/Current Ratio is: 3.07
 - This ratio indicates the General Fund can cover its current expenses 3.07 times.
- Debt to Equity Ratio: .14
 - .23 is considered modest, the lower the number the better, this a good ratio.
- Borrowing to assets ratio: 12%.
 - indicates the extent to which borrowing is covered by assets; some ports are as high as 40% (again a good number).

Profit and Loss -

The month-to-month budget is based on a 4-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 exceeds budget by \$446,701 (117%).
- Operating expenses are below budget by \$1,763,146 (67%).
- Other income is below budget by \$1.3 million, a result of the budgeted EDA grant money has not been received, which will be resolved over time.
- Other Expenses –are below budget, since only the transfer for electrical upgrades to Port Dock 3/5 to other funds has been made.
- Overall, the Port General Operating Fund is ahead of budget.

Breakdown of programs

Administrative Budget

Budget vs. Actuals

- **Expenses** are below budget in all areas.
- Overall, Administration is performing better than budget.

International Terminal

Budget vs, Actuals

- **Revenues** are below budget; this is due to lease revenues being lower than budget. Moorage and hoist dock revenues are ahead of budget.
- **Expenses** are less than budgeted, primarily due to debt service. Materials and Services is over budget, due to some large repairs on equipment.

- **Net Income** is ahead budget.

Commercial Marina

Budget vs. Actuals

- **Revenues** are ahead budget by \$100,846 (116% of budget)
- **Operating expenses** are \$944,008 below (46%) budget.
- **Net income** is ahead of budget.

South Beach

Budget vs. Actuals

- **Operating Revenues** are ahead of budget by \$334,619 (124%).
- **Operating Expenses** are under budget by \$842,359.
- **Net Income** is \$741,570 ahead of budget (187%).
- Current reservations at the Marina and RV park provide a critical insight to the summer season, most slips and RV Park spots are nearly sold out for the summer months.

NOAA Lease Revenue Fund

Balance Sheet

As of January 31, 2021, the Port has a total balance of \$3,452,119, with an available balance of \$1,690,398. 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 is at target.
- Expenses are below budget
- Capital outlays are below budget

NOAA Capital Maintenance Fund

This fund was added by the commission on 22, January 2019. The Port currently has \$2,218,246 in this fund. A loan was approved from this fund for The South Beach load centers, only once billings have been received will the loan be initiated.

Bonded Debt Fund:

The Port has modified the recording of property tax bond levies and tax receipts 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.

The Port has \$107,520 in savings, these funds will be used to pay bond interest payments due on July 1, 2021. This fiscal year the Port has received \$746,663 to date and expects to receive an additional \$55,656.

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. This brings the total set aside for this project to \$138,000. I continue to look for ways to set aside funds for other critical projects.

Accounts Receivable:

The port continues to work on outstanding balances, calls, emails, and letters are sent to vessel owners on a regular basis.

Days Outstanding	Amounts Owed and Days outstanding					TOTAL
	Current	1 - 30	31 - 60	61 - 90	> 90	
Amount owed as of Feb 29, 2020	295,532	36,962	16,528	4,753	75,713	429,488
Amount owed as of March 31, 2020	199,489	69,966	53,309	2,048	83,326	408,139
Amount owed as of April 30, 2020	208,425	100,515	34,674	47,474	61,737	452,825
Amount owed as of May 31, 2020	86,693	131,622	55,251	42,569	86,467	402,602
Amount owed as of June 30, 2020	94,068	59,108	80,131	38,649	137,365	409,320
Amount owed as of July 31, 2020	72,442	55,759	21,976	56,807	131,978	338,963
Amount owed as of August 31, 2020	17,450	78,338	33,187	13,942	156,637	299,555
Amount owed as of October 15, 2020	44,532	61,652	42,681	33,177	158,724	340,767
Amount owed as of November 12, 2020	52,121	81,679	32,794	30,034	159,803	356,431
Amount owed as of December 09, 2020	136,421	61,541	42,665	26,480	167,951	435,057
Amount Owed as of January 20, 2021	73,344	146,674	27,940	28,515	153,204	429,677
Amount Owed as of February 23, 2021	1,261	133,112	88,800	18,588	146,702	388,463

The list below represents those Vessel owners or leaseholders with amounts outstanding 90 days or more, the reporting is as of **February 17, 2021.**

Comments on Specific Accounts Receivable customers:

- Oregon Mariculture has committed to getting caught up, as the South Korean Market has reopened for eel and other products.
- Southern California Seafoods will pay off their balance in March.
- Matt of the Sylvia has committed to paying off his balance, so he can convert the Sylvia to a Tuna fishing vessel.
- Salty Brothers has their vessels for sale as Ray Carel is no longer able to fish.
- The HarborMaster is now included conversations on past due accounts, the Harbormaster is critical to collection of these accounts.

	Current	1 to 30	31 - 60	61 - 90	> 90	TOTAL
Seawater Seafoods Co	-	22,888	6,521	472	18,781	48,662
Sylvia - 226282	-	737	1,041	1,015	17,955	20,748
Oregon Mariculture LLC	148	975	964	1,216	15,271	18,573
Southern Cal Seafood, Inc	-	-	209	349	12,329	12,887
Orca - 295549	-	2,483	1,299	365	11,970	16,117
Angela June - 581478	-	-	181	173	10,656	11,010
Ocean Force - 538936	-	2,672	1,415	153	7,930	12,170
Pacific Rose - 554504	-	-	129	110	7,567	7,806
Luna - 532150 New Owner	-	-	264	87	6,983	7,334
Captain's Reel Deep Sea Fishing LLC	-	1,776	1,331	1,331	6,846	11,284
Eclipse - 226744 Eel Boat	-	-	158	108	6,141	6,407
Western Hunter - OR936AFK	-	1,168	1,207	993	4,481	7,848
Albatross - 980072	-	-	68	31	4,031	4,131
Das Bug - 565814	-	2,788	1,671	102	3,577	8,138
Tempo - 555742	-	-	1,767	586	3,328	5,681
Granville - 241539	-	247	2,847	312	2,473	5,878
Robin Ann - 550432	-	495	4,292	268	2,211	7,267
Joyce Marie - 295021	-	50	90	150	1,750	2,040
Taylor Brooks - 1211776	-	701	1,038	141	1,462	3,342
Trondhjem - 241924	-	-	24	23	1,120	1,167
Pacific Rim - OR126YH	-	523	869	565	1,110	3,066
Lili-Anne - OR956AFD	-	-	118	17	1,053	1,188
Over Cast - 259524	-	189	515	145	1,026	1,876
Caremi - 262161	-	-	-	-	918	918
Valor III - 245645	-	-	756	165	897	1,818
Roggy - 574577	-	-	14	528	776	1,318
Little J - 544607	-	38	3,173	464	723	4,398
Nancy - 253247	-	-	12	11	705	728
Captain's Charters - 23826 - Long Fin	-	-	12	11	684	707
Sea Wolf - 270816	-	-	10	2,012	615	2,638
Ida May - 665118	-	428	438	446	583	1,895
Constitution - 211928	-	-	13	855	379	1,247
Saltybros LLC Boathouse Lease	160	160	191	160	350	1,021
Toby J - 274577	-	-	6	6	347	359
Western Sea 2 - WN5888SA	-	-	10	-	309	319
First Hope I - 953627	-	209	96	126	300	731
Morning Star II - I509427	-	-	894	279	295	1,468
Venture II - 250111	-	-	4	4	223	231
Petra Marie - 296325	-	-	6	-	185	191
Long Shot - OR818HC	-	-	3	3	156	161
Gracie Lynn - OR Coast Aquarium	-	-	5	-	154	159
Gracie Arlene - 563679	-	195	257	188	153	793
Brea -OR620ADW	-	-	2	1	92	95
Topaz - 573234	-	75	306	20	89	489
Wide West - 535690 New Owner	-	26	27	27	78	158
Columbian - 602145	-	-	2	61	67	131
Phoenix III - 214847	-	-	560	182	26	768
Maggie (Saltybros) - OR001UA	-	-	9	9	22	39

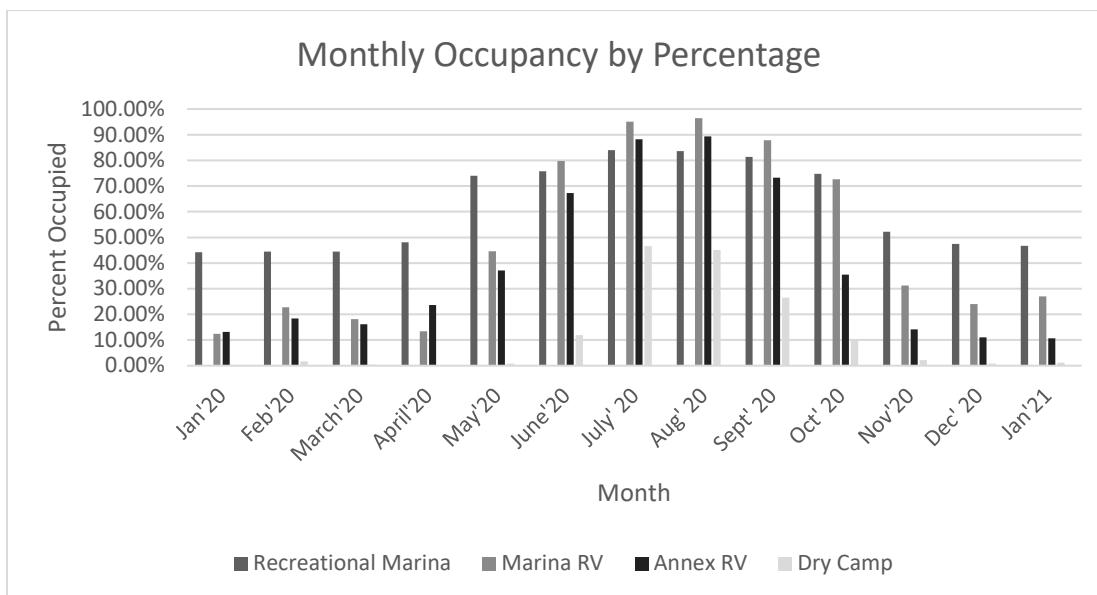


RV PARK & RECREATIONAL MARINA OCCUPANCY REPORT

DATE: *4 February 2021*
RE: *Month Ending 31 January 2021*
TO: *Mark Brown, Director of Finance*
ISSUED BY: *Bill Hewitt, RV Park and Marina Supervisor*

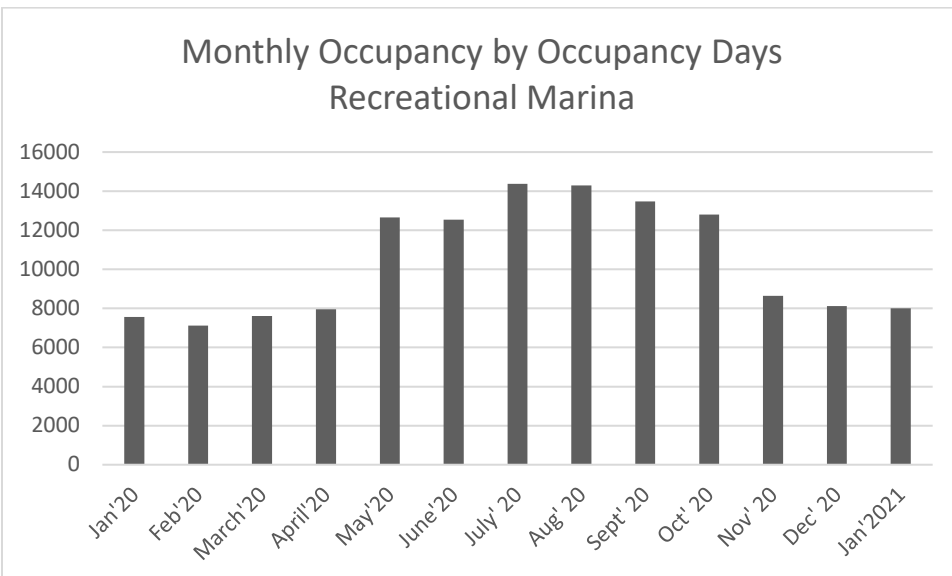
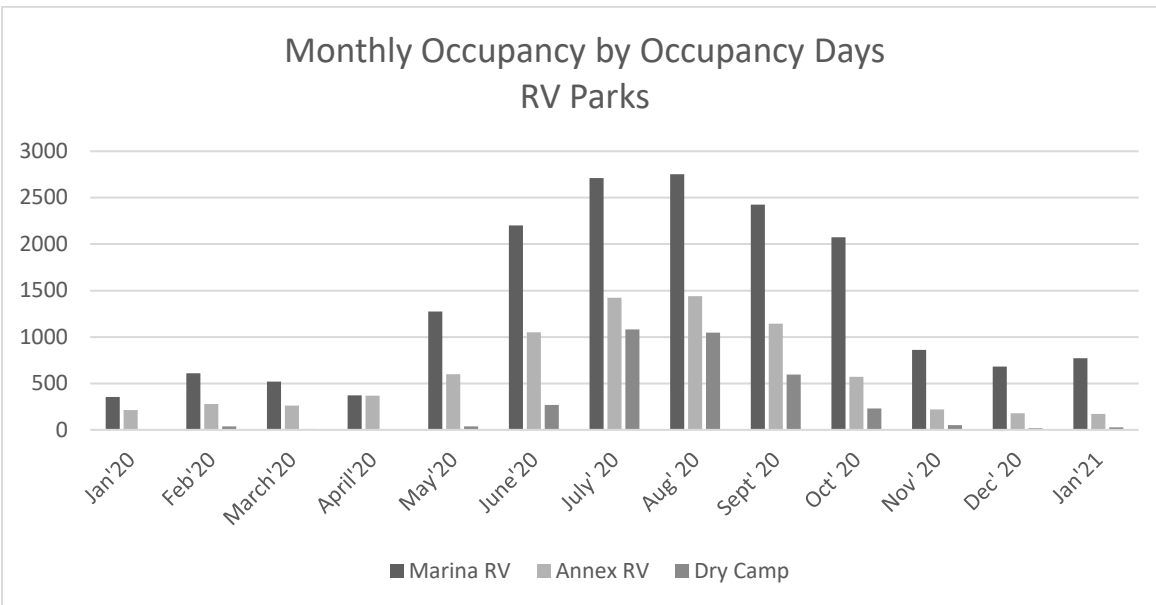
January 2021 has gotten off to a nice start with the Marina ahead of last January along with the Marina RV and dry camping also ahead of January 2020. The Annex was a little behind January 2020 numbers.

OCCUPANCY PERCENT MONTH & YTD						
Jan' 21	2020	2021	Change	YTD 2020	YTD 2021	Change
Recreational Marina	44.19%	46.75%	2.56%	44.19%	46.75%	2.56%
Marina RV	12.38%	27.03%	14.65%	12.38%	27.03%	14.65%
Annex RV	13.15%	10.61%	-2.54%	13.15%	10.61%	-2.54%
Dry Camp	0.26%	1.20%	0.94%	0.26%	1.20%	0.94%





OCCUPANCY DAYS MONTH & YTD						
Jan' 2021	2020	2021	Change	YTD 2020	YTD 2021	Change
Recreational Marina	7,561	8,000	5.80%	7,561	8,000	5.80%
Marina RV	353	771	118.41%	353	771	118.41%
Annex RV	212	171	-19.34%	212	171	-19.34%
Dry Camp	6	28	366.67%	6	28	366.67%





DIRECTOR OF OPERATIONS REPORT

DATE: 2/18/2021
PERIOD: January-February 2021
TO: Paula J. Miranda, General Manager
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

The winter continues, and there have been a few more weather windows for commercial vessels to work. The hoist dock continues to be moderately busy. There are a number of projects on-going, and we are still recovering from storm-related issues that were reported last month.

Detail:

- **Port Dock 7**
We are working to develop a responsible approach to utilize Port Dock 7 to its fullest but limit over-use relative to the structure's condition so that we can mitigate the risk of failures such as the one during the last storm. This issue is worthy of its own report with several alternatives that I am still working through; we might consider a work session just for Port Dock 7 itself.
- **Port Dock 5 Electrical Engineering**
The engineer's total estimate is mentioned in my report for the PUD fees. We are finishing up design with the engineer (Neil Faber); next week we have a site meeting with Neil, PUD, and the contractors on the PD5 Pier project to try and dovetail those two projects to reduce cost. We can incorporate a few conduit additions or location changes on the current project that will make the upcoming electrical upgrade easier. The cost of pedestals was higher than we anticipated, but I think the engineer's estimate is a solid figure.
- **South Beach Load Centers**
Parts are still enroute for our contractor to get started on the load centers. This month's consent calendar has the GFI breakers for the pedestals included.
- **Port Dock 5 Project**
The project is well underway and on time. The contractors expect to finish the temporary walkway this week, and by the week of the commission meeting, they intend to have begun demolition of the old pier. The contractors do not anticipate an outage when cutting pedestrian traffic over to the temporary walkway. They have constructed the walkway in a manner that will allow them to change things over in a matter of minutes. The biggest impact to traffic so far has

been the occasion that the barge was close to the docks, but the harbormaster has coordinated those few instances with moorage holders.

- **Army Corps Feasibility Study, Federal Project for dredging in the Commercial Marina**

This is also covered in a staff report. We expect to be presented with a cost-share agreement soon.

- **NOAA Anode Replacement:** The divers encountered extremely heavy marine growth in the conduit that feeds the anodes, so we had to procure new conduit. They completed their in-water work on time and installed the anodes. We will complete the rest of the project when supplies arrive.

- **343 SW Bay:** See the report in the meeting packet; will update any changes to this report verbally at the meeting.

- **Hydro Surveys:** We have hydrographic surveys scheduled for next week to better forecast the need for dredging at NOAA and the Terminal.

Newport International Terminal- Don Moon, Supervisor **Billable Services Performed this Period (January)**

Forklift –122 hrs Moorage – 61 days
 30 Ton Hydraulic Crane – 26.5 hrs Hoist Dock Tie Up – 128hrs
 Labor – 74hrs 120V power – 8 days

Other (over time) – 68.5 hrs 208V power – 39 days

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

Forklift – 432.75Hrs Hoist Dock Crane(s) – 20.25Hrs

30 Ton Hydraulic Crane - Enter #.Hrs Dock Tie Up – 571.75Hrs

Launch Tickets - Enter #. passes sold Other (Axles) – 291

Special Projects: *(Not regular maintenance & repair tasks. Enter project name and notes)*

Completed In Progress
Completed In Progress [Click here to enter text.](#)

Completed In Progress [Click here to enter text.](#)

Completed In Progress [Click here to enter text.](#)

Completed In Progress

[Click here to enter text.](#)

Completed In Progress

Other: *(Enter issues, events, large purchases and other notable items)*

The hoist dock tie-up time was up 119% from last month and down 15% from January 2020. January forklift usage was up 197% from last month but down 26% over January of last year. Crane usage was up 55% from last month and up 305% over last year in January.

Axle counts were up 1285% over last month with a total of 291 axles counted in January compared to only 21 the previous month. Compared to last year we are down 53% with 623 counted last year in this month.

For the year over year ending December 31st 2020, forklift use was up 6.7%, crane usage was down 38%, and tie up time was down 4.5%. We won't have a full year over year on axle counts till July of this year.

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

Vessels Using the Facility Since My Last Report – NOAA vessels Hi'ialikai, Bell M. Shimada, and Rainier.

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

I installed the new power supply on the accordion door in the museum and put it back in service.

Crux Diving installed the new anodes on the east zone of the cathodic protection system. They were unable to reuse the old conduit and guards, so we are looking at a temporary set up with new conduit to be installed now and new angle guards to be installed in the next in water work window next winter.

M.C. Dean rechecked the pier lighting inverter after the LED conversion and performed the annual service. They will be putting together a bid to replace those batteries next year.

Proctor Sales performed the annual service on the boiler in the office building.

South Beach Marina- Chris Urbach, Harbormaster

We had 284 launches for a total of 1,705.00 dollars in January.

Kody has continued to make landscape improvements in the marina RV park.

We had PUD remove some trees out of the power lines in the Annex.

We rented a backhoe and did grading in the Annex and overflow dry camp.

We are getting quotes for GFI breakers for the dock electrical project.

We are getting Quotes for painting the marina store and Port maintenance shop.

The re-siding job on the south restroom is complete.

Doug's electric is going to be fixing the power outage on B dock this coming week, the power has been out for almost a month.

We had the Carlyle III hauled out of the water and put in the trash.

We made application to the OSMB for abandoned vessel removal on two sail boats in the marina.

I am getting a quote on some additional wi-fi antennas throughout the marina.



STAFF REPORT

DATE: February 17, 2021
RE: 343 SW Bay BLVD
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Port of Newport owns the property at the above address, and has had a lease (written in 1987 and renewed several times) with a tenant that placed responsibility for the maintenance of the building, pilings, and structural supports on the tenant. Following the recent King Tides, the building shifted and is currently leaning on the neighboring structure; the owners of that structure have raised concerns about the safety of the building to the Port.

The City of Newport inspected the property and has declared the structure a public nuisance due to significant deterioration of the piles, foundation, and diagonal bracing that support the structure. They have ordered that the structure is a dangerous building and is not safe to occupy. The City ordered the building to be demolished or repaired by March 5th.

The current tenant has expressed that they lack the resources to mount a substantive response to the structural problems in the building (either to demolish or repair); the structure is a threat to public safety, so we have responded as quickly as possible to mitigate that threat. I am continuing that effort currently.

DETAIL

Prior to the City of Newport inspection, I requested a report from an independent engineering firm, who found that almost 100% of the timber piling were 1" shells, several had minimal bearing, and several had no bearing with signs of failure. The concrete footings that support the pilings were found to be undermined, and have showed signs of settlement. The source of the settling was found to be caused by a complete lack of bearing and shifting of the pile group supporting the northwest corner of the property. They found the pier has sustained a local failure and recommended immediate action to prevent a "global" failure.

Advanced American Construction placed temporary cribbing under the structure at the recommendation of the engineers to allow the occupants to remove their belongings and prepare the building for demolition.



Figure 1 A bundle of pressure treated lumber in the place where a piling should go; base has shifted, lumber is not in contact with beam.



Figure 2 Note the overloaded piling in the foreground showing signs of bulging at the base, and the displaced piling in the background circled. Also note the concrete base of this piling is leaning and the piling is out of vertical.



Figure 3 Holes in the pilings in the foreground and background. Foreground piling is out of vertical, not supporting full load



Figure 4 Pilings in the background have shifted on their bases to the left, and the bases are leaning due to undermining

In order to comply with the City's order and to reduce the risk of impact to the neighboring structure, I began making preparations to remove the building from the top of the pier. Removal of pilings will be considered in-water work and will have to wait until next year. Once the building is removed, risk to public safety will be greatly reduced until such time that we can remove the pilings and the pier decking. We will fence the area off tightly to prevent public access.

I cannot recommend repair as a viable option. I've sought the advice of a general contractor with broad experience in these projects, and an engineering firm. The engineers were asked to prepare a repair alternative with estimated cost and declined to forward a potential plan citing the "highly decayed" timber and apparently unstable concrete footing. The contractors indicated that they might be able to replace some pilings to get five more years out of the structure, but that the building would have to be removed from atop the pier to get access.

In considering the contractor's scenario, I am doubtful that we could get the permits to undertake such a project both from the engineering standpoint and from the environmental mitigation standpoint.

I am currently moving forward with a plan to demolish and remove the building immediately and conduct in-water work during the next window.

BUDGET IMPLICATIONS:

I am still in the process of getting demolition quotes at this time. All other expenditures have already been handled using the micro-purchase process.

RECOMMENDATIONS

NONE AT THIS TIME; THIS IS AN INFORMATIONAL REPORT.