

PORT OF NEWPORT REGULAR MONTHLY COMMISSION MEETING AGENDA

Tuesday, August 27, 2019, 6:00 p.m.
South Beach Activities Room
2120 SE Marine Science Drive, Newport, OR 97365

If you want to comment on a particular agenda item during the meeting, please complete a comment form and submit before the meeting is called to order.

I.	Call to Order	Page
II.	Changes to the Agenda	
III.	Public Comment (3 minute limit per person)	
IV.	Consent Calendar	
A.	Minutes	
1.	Regular Commission Meeting July 23, 2019	3
B.	Financial Reports.....	11
C.	Hawkins Delafield & Wood LLP Engagement Letters	29
D.	Contracts	
1.	Vertiv – NOAA Liebert Air Conditioner Outside Unit.....	65
2.	L&R Construction - Men’s and Women’s Shower Building Siding, South Beach.....	73
E.	Resolution 2019-11 Designating Bank Accounts and Authorizing Check Signers	75
V.	Old Business	
A.	Items Removed from Consent Calendar	
B.	Accounts Paid.....	77
VI.	New Business	
A.	Resolution 2019-12 Adopting a Public Records Policy	127
VII.	Staff Reports	
A.	Director of Finance & Business Operations	137
1.	July Occupancy Report	141
B.	Director of Operations.....	143
C.	General Manager	161
VIII.	Commissioner Reports/Comments	
IX.	Calendar/Future Considerations	2019
	Labor Day, Port Office Closed.....	Sep 2
	Ardor Adventures Twisted Pine Run	Sep 14
	SOLVE South Beach Cleanup.....	Sep 18
	The World’s Largest Pet Walk.....	Sep 28
	Oregon Public Port Association Annual Conference	Oct 3 – 4
	PCC Semi-Annual Fall Conference.....	Oct 8 – 11
	Yaquina Bay Yacht Club Columbus Day Regatta.....	Oct 12 - 13
	OEDA Annual Fall Conference.....	Oct 22
	Regular Commission Meeting.....	Oct 27 - 29
X.	Public Comment (3 minutes limit per person)	
XI.	Adjournment	

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

The Port of Newport South Beach Marina and RV Park Activity Room is accessible to people with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Newport Administration Office at 541-265-7758.

Link for directions to the RV Park Activity Room:
<https://www.portofnewport.com/recreational-marina-rv-parks-maps>
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PORT OF NEWPORT MINUTES

July 23, 2019

Regular Commission Meeting

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

Agenda Item

Audio

Time

0:00

I. CALL TO ORDER

Commission President Stewart Lamerdin called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 6:04 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

Commissioners Present: Walter Chuck (Pos. #1), Secretary/Treasurer; Sara Skamser (Pos. #2), Vice President; Stewart Lamerdin (Pos. #3), President; and Jeff Lackey (Pos. #4). Jim Burke (Pos. #5) attended by phone.

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

Members of the Public and Media: Becca Bishop, PON Accounting Clerk; Mark A. Brown; Yale Fogarty, ILWU; Alan Brunstad, Cascade Hardwood; John Lesiak, fish cutter; Jim Cline, Rogue; Mike Sorenson; Kiera Morgan, KSHL/WAVE/PNWNE Media; Angela Nebel, Summit Public Relations Strategies, LLC; Dietmar Goebel, Newport City Council; and Vella Sorenson, fish cutter.

II. CHANGES TO THE AGENDA

0:14

Lamerdin added under new business discussion of the process for filling a vacant Commissioner position.

III. PUBLIC COMMENT.....

1:05

There was no public comment at this time.

IV. ELECTION OF COMMISSION OFFICERS.....

1:47

Miranda said that Lamerdin had submitted his resignation, effective July 26th. Lamerdin said he had assumed a new position out of the Port district. He mentioned this was a difficult decision for himself and his family, and he felt fortunate to have been a part of the Port Commission. He referred to a letter he provided Miranda, included in Meeting Packet Addendum 2. Lackey thanked Lamerdin for his service to the Commission and the Port of Newport, and said Lamerdin helped steady the Commission during a difficult time. Skamser said she echoed Lackey’s sentiments, and presented Lamerdin with a t-shirt. Chuck thanked Lamerdin for the pleasure of serving with him and wished Lamerdin and his family the best of luck. Miranda said she had not worked with Lamerdin for long, but had heard good things from Teri Dresler. Miranda presented Lamerdin with a Certificate of Appreciation.

Miranda referred to the duties of the Commissioners and Election procedure, included in the Meeting Packet. Lamerdin suggested the Commission consider waiting until the vacancy was filled before electing officers. Lackey commented that a new Commissioner was not likely to jump into a leadership position and would prefer to go ahead for continuity and certainty.

Lackey nominated Skamser for Commission President.

Lamerdin asked if there were any Commissioner comments. Chuck said he was fine with moving forward if Burke was able to stay on the line. Burke said he was ready to proceed. Lamerdin called for a second on the nomination. Skamser said she was willing to accept the position.

Burke seconded the nomination of Skamser for Commission President. The vote was 5 – 0 in favor of Skamser as Commission President.

16:20

Skamser took over as meeting chair.

Lackey nominated Burke for Commission Vice-President, seconded by Skamser.

Burke said he was willing to accept the position. Lamerdin said the Commission may consider seniority in choosing officers.

The vote was 5 – 0 in favor of Burke as Commission Vice-President.

Lackey nominated Chuck for Secretary/Treasurer, seconded by Burke.

20:01

Chuck said he was willing to accept the position.

The vote was 5 – 0 in favor of Chuck as Commission Secretary/Treasurer.

A. Update Organizations' Liaisons

20:58

Skamser referred to the list on pages 5 and 6 of the Meeting Packet. Miranda said she assumed she would fill the positions currently listed as Teri Dresler, and commented that this was a good time to update the list with the election of officers. She commented that the Commissioners were given a list of meetings for the organizations. Lamerdin remarked on the importance of Commission representation with Oregon Cascades West Council of Governments groups. He added that it was also important to maintain a presence at City Council meetings. There was some discussion about how to choose liaisons. The Commission agreed to the following representations:

21:35

American Albacore Fishing Association – Bretz
Association of Pacific Ports – Miranda, Alternate Lackey
Cascades West Area Commission on Transportation – Skamser, Alternate Burke
Cascades West Council of Governments – Skamser, Alternate Chuck
Cascades West Economic Development District – Miranda
Commercial Fishing Users Group Committee – Skamser, Alternate Burke

DAS OPS ORCPP Procurement Services – Bretz, Alternate Harris
 Economic Development Alliance of Lincoln County – Miranda, Alternate Bretz
 Greater Newport Chamber of Commerce – Miranda
 Midcoast Watersheds Council – Burke
 Newport City Council – Skamser, Alternate Chuck
 Ocean Policy Advisory Council – Chuck
 Oregon Coastal Zone Management Association – Chuck, Alternate Bretz
 Oregon Economic Development Association – Miranda
 Oregon Public Ports Association – Miranda, Alternate Bretz
 Pacific Coast Congress of Harbormasters & Port Managers – Kent Gibson, Alternate Bretz
 Pacific Northwest Waterways Association – Miranda, Alternate Chuck
 Special Districts Association of Oregon – Miranda
 Western Fishboat Owners Association – Bretz
 Yaquina Bay Economic Foundation – Miranda, Alternate Lackey

Lamerdin said he would also need to step down from the City of Newport Vision 2040 Committee. He suggested the Commission President and Vice-President serve as representative/alternate. The Commission decided Skamser will serve as representative with Miranda as alternate.

V. CONSENT CALENDAR.....

A.	<u>Minutes</u>	
1.	Regular Commission Meeting	June 24, 2019 41:49
B.	Resolution 2019-10 Naming a Registered Agent	
C.	Financial Reports	
D.	10 Speed Queen Washers Purchase (\$16,240)	
E.	House of Spirits Painting Contract (\$14,375)	
F.	S&P Financial Services – NOAA Lease	
	Revenue Bonds Annual Surveillance Fee (\$10,000)	
G.	2019-20 Workers’ Compensation Insurance Renewal (\$36,780.50)	
H.	Newport International Terminal 30-ton Crane Annual Service (\$7,739)	

Skamser referred to the addition of the crane service bill, included in the Meeting Packet Addendum. Chuck asked for the Financial Reports to be removed from the Consent Calendar and moved to Old Business A.

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

43:29

VI. OLD BUSINESS

A.	<u>Financial Reports.</u>	
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Chuck commented he did not see the list of checks included. Miranda said that Becca Bishop, the accounts payable clerk, had been out of the office and was unable to complete the Accounts Paid report. Miranda said that the Commission would receive a copy the next day. Chuck said he wanted

43:49

to make sure because he has an actual conflict of interest because of reimbursement for hotel expenses. The Accounts Paid will be put back on for the next Commission Meeting for approval.

A motion was made by Lackey and seconded by Lamerdin to approve the Financial Reports. The motion passed 5 – 0.

46:36

B. Accounts Paid

See above.

C. Approval of Strategic Business Plan Update

48:04

Miranda introduced the Staff Report included in the Meeting Packet. She said she had spoken with Dave Harlan, and wasn't yet sure whether approving the updated Strategic Business Plan would require an amendment to the existing IGA or a new IGA. She suggested the Commission approve the plan. Lackey suggested a change to page 77, Section 1.1.5 added by Dave Harlan, as follows: Strategy 1.1.5: Incorporate the strategic business plan into the Port Commission's decision making to ensure continued alignment with the Port's mission and **commitments to the expectations of its funding partners, and other agencies, its stakeholders, and the Port district.** Miranda said all the other changes presented have already been made. She said she sent Lackey's suggestion to Harlan, who didn't anticipate a problem. Chuck said it was a great suggestion but would go with Dave Harlan's recommendation.

A motion was made by Lackey and seconded by Burke to approve the Port of Newport 2019 Strategic Business Plan Update with the proposed change to Strategy 1.1.5, subject to the approval of the amendment by the State. The motion passed 5 – 0.

VII. NEW BUSINESS

A. Water Easement to the City of Newport, HMSC Building

57:39

Miranda introduced the Staff Report included in the Meeting Packet. She said she was recommending the Commission authorize proceeding with the easement "substantially in the form as provided" because Oregon State University (OSU) and the City of Newport were still reviewing the document and may be adding additional indemnification language. She suggested any such change would benefit the Port, and she would have the Port attorney review any changes. Lamerdin asked if there would be any financial liability to the Port if the water line breaks. Miranda said she had discussed this with the Port attorney who advised that liability would fall to OSU. Lamerdin asked that Miranda have OSU provide in writing that they are okay with accepting the liability.

A motion was made by Lackey and seconded by Chuck to authorize the General Manager to provide the water easement to the City of Newport substantially in the form as provided. The motion passed 5 – 0.

B. Process for Filling a Commission Vacancy

Lamerdin introduced Resolution 2014-08, included in Meeting Packet Addendum 2 which outlines the process adopted by the Commission for filling Commission vacancies. (Burke’s phone connection was lost at this time.) Miranda said she had corresponded with the Pete Gintner, Port attorney, who said the Commission should be sure to follow the process outlined in the Resolution. Lamerdin confirmed that this information would be posted on the Port’s website. Chuck said that Lamerdin ran opposed for the Commission seat, and recommended the Commission extend an offer to the other person who ran. He added that the position had been filled by a candidate in the past. It was decided that this would be posted right away even though Lamerdin’s official last day would be Friday the 26th. Miranda said if anyone was interested, they should feel free to contact the Port to ask questions.

VIII. STAFF REPORTS

- A. Accounting Supervisor.....
- 1. Preliminary Profit & Loss Report for FY 2018-19
Actual Revenues & Expenses to Budget
- 2. Preliminary Report Comparing Actual Revenues & Expenses
of FY 2018-19 to FY 2017-18

Harris introduced the Staff Report, included in the Meeting Packet Addendum. He said that P & L report 1 consisted of the Financial Reports referenced in item VI.A. Report number 2 represented a Profit & Loss comparison for fiscal years 2018-2019 and 2017-2018, which had been requested by the Commission. Harris advised that these are preliminary, unaudited numbers for 2018-2019; they are still closing the books for the fiscal year. He said that revenue exceeded projections on average by 11% for the last four years, which was also true for this fiscal year. He added a correction to the staff report, saying that based on prorating expenses, operating expenses were likely come in closer to \$300K under budget. Referring to page 26 in the meeting packet, Harris said that the construction fund had not needed a transfer for 2019-20, so exceeded budgeted income. On page 30, Harris explained that the net loss in the bonded debt fund was due to a decrease in the taxes levied since there was a reserve from the bond refinancing in 2016. Referring to page 8 in the Meeting Packet Addendum, Skamser asked about the -90% change in shipping revenue. Harris replied this was in part due to the reclassification of revenue from electricity charges to hoist dock services revenue, and the decrease in ILWU charges from the previous year. Harris highlighted the near \$144K increase in net income over the prior fiscal year, shown on page 9 of the Addendum. Harris explained the report on pages 10 and 11 of the Addendum showed projected changes that were due to rate changes compared to operations; Skamser commented on the value of this report. For NOAA net income shown on page 12 of the Addendum said the net loss was due to the periodic dredging which took place this fiscal year. Lackey thanked Harris and staff for the comparison and highlights.

Harris referred to his Staff Report regarding the evaluation of the six proposals received for audit services and the staff recommendation to contract with Kern & Thompson, LLC. Skamser asked where they were located; Harris responded Portland, but travel expenses were included in the bid. Miranda said the next step would be an engagement letter, which she could sign on behalf of the Port if the Commission agreed to move forward with Kern & Thompson. Miranda added, having

worked with them in the past, she found the firm was good to work with, answered questions throughout the year, and had low staff turnover, in addition to offering a better rate than others.

A motion was made by Chuck and seconded by Lackey to authorize the General Manager to enter into negotiations with Kern & Thompson, LLC, for the Port’s auditing work. The motion passed 4 – 0.

- B. Director of Operations.....
 - 1. June Occupancy Report

1:32:30

Bretz introduced the Staff Report included in the Meeting Packet. He advised that a waterline burst at South Beach yesterday, and material washed out in the stormwater outfall. The City had fixed the waterline and filled the hole, but this was still an issue. The City was getting scoping done on sewers, so Bretz asked them to scope the stormwater outfall. This would be the first step to getting repairs. Bretz said he will have the actual state of the outfall at the next Regular Commission Meeting.

Bretz said of the EDA grant process, the Port had received a letter of continued interest, and he is working on the final questions. He added there would be another comment period regarding environmental impacts of the Port Dock 5 pier project. He added to his report on the Port Dock 3 pilings that he would also get someone to look at possible electrolysis. Skamser asked if the PD3 pile replacement would take place in the in-water work period. Bretz said yes, and the Port would try to piggy-back with the PD5 pier project.

Lamerdin asked if there was any processing fee being charged to Community Ice; Bretz said it was \$300 per year, which was a subject of the negotiations.

- 2. Fish Cleaner License Discussion.....

1:40:40

Bretz said he wanted to take a month to work on licensing fish cleaners at the South Beach Marina. He had talked with the fish cutters to get their feedback and wanted the Commission’s input. The intent would be to find a standard way to permit rather than limiting the fish cutters’ presence. They are now generally allocated equally among the cleaning tables, but he has heard some comments suggesting a central location. Bretz suggested limiting the number of fish cutters per table, and added tuna may need to be handled differently. Bretz said having fish cutters helped things move smoothly at fish table. Chuck said in the past there had been a few iterations of this discussion. At one point another fish table was planned, but the grant wasn’t completed. There may be another grant opportunity.

Vella Sorenson said she had spoken with both Bretz and Chuck, and welcomed that outreach. She suggested the fish cutters were an asset to the public at South Beach, although some people complained every year. She said John, new this year, was an asset. She also spoke about potential donation of covers for the tables. She said the fish cutters worked to get the fish through fast, and she wouldn’t mind paying a little for a permit.

Mike Sorenson introduced himself as Vella’s husband. He commented that the fish cutters moved people quickly through the tables. He suggested a permit could help, but there were occasional busy days. He said having fish cutters available was important for a charter boat business like his own. He thanked those who expressed a willingness to donate time and materials for covers for the fish tables. Sorenson also suggested the use of portable tables.

Lamerdin asked if there was any discussion about liability. Bretz said he would talk with the Port’s insurance agent and attorney. Miranda added that a license would also address liability.

A. General Manager

1:56:50

Miranda gave kudos to Bretz for bringing in additional revenue through operating efficiencies and on the work on the EDA grant. She gave kudos to Harris for stepping in for two years with the vacancy of a Director of Finance. Miranda introduced Mark Brown, to whom an offer had been made for the Director of Finance position. She added he comes from the Department of Environmental Quality. Brown said he had an MBA from Portland State and 12 years’ experience in state and local government, as well as private industry. Miranda said Brown was a good fit for the position, and he planned to start on August 5th.

Miranda introduced the Staff Report included in the Meeting Packet. She highlighted the opportunity of the Brownfield Grants as a possible source of funds. She said she was discussing with SDAO ways to obtain funds for grant matching, and perhaps refinancing NOAA bonds. She said this year it was too late to apply for the MARAD grant, which may come back but is not currently a recurring fund. Miranda commented on the value of attending the Association of Pacific Ports and Pacific Northwest Waterways Association conferences. Chuck asked if any ConnectOregon funds had opened up. Miranda said some money should be available and she will be looking into that. She advised that EDA funds could not be used to match a MARAD grant.

Miranda spoke about her conversation with Paul Langner and the possibility of Teevin Bros reconsidering the Port, but the black-out dates were a problem. Teevin requested one week availability in those months in order to proceed with further discussions. Lamerdin referred to the letter from NOAA in response to Miranda’s communication. He said more clarification was needed. Miranda said that NOAA had a different interpretation of the pier usage terms and relied on the Resolution allowing for two additional vessels in their negotiations. Chuck said he had talked with Don Mann and other Commissioners involved at the time of the NOAA negotiations, who said the Port intended that Resolution refer only to publically owned vessels

IX. COMMISSIONER REPORTS/COMMENTS

2:21:25

Chuck said he appreciated attending the PNWA Conference. He said that he learned about some of the new classifications for mitigation and maintenance at ports, which could greatly increase costs.

Lamerdin suggested the Port Commission think about increasing revenue generation and return on investment at the International Terminal. He commented Port salaries were low, and the Port needs to consider pay equity moving forward in order to attract and retain good employees. Lamerdin expressed thanks to Port staff, the Commission and the public for the meaningful time he spent as

Commissioner. Miranda commented that a salary survey should be completed next week, and the Port will continue to work on hiring and retaining good people.

Skamser commented she met a lot of other Commissioners at the PNWA Conference, her first port conference.

X. CALENDAR/FUTURE CONSIDERATIONS..... 2:26:25

There were no changes to the Calendar/Future Considerations.

XI. PUBLIC COMMENT..... 2:26:50

John Lesiak, fish cutter, said it was good working with those at the South Beach Marina. The fish tables are the last place where people are when fishing, and it’s good to be a part of that. He commented that parking is an issue, and suggested it might be possible to work out a mutually beneficial agreement with the Aquarium for additional parking space.

Dietmar Goebel said he wanted to personally thank Lamerdin for his leadership, setting a calming and sensitive tone, and for bringing his wisdom and knowledge.

Yale Fogarty expressed thanks to Lamerdin, and said the Port was in a better place because of Lamerdin’s service, lending a voice of reason and common sense.

XII. ADJOURNMENT 2:30:46

Having no further business, the meeting adjourned at 8:35 pm.

ATTESTED:

Sara Skamser, President

Walter Chuck , Secretary/Treasurer

Port of Newport - General Operating Fund

Balance Sheet

As of July 31, 2019

	Jul 31, 19	Jul 31, 18	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
11000 · Cash & Equivalents	3,229,511	2,529,007	700,504
Total Checking/Savings	3,229,511	2,529,007	700,504
Accounts Receivable			
11200 · Accounts Receivable	341,083	387,601	(46,519)
Total Accounts Receivable	341,083	387,601	(46,519)
Other Current Assets			
11250 · AR Property Tax	10,335	10,335	0
11255 · Allow for Bad Debt - CM	(20,000)	(20,000)	0
11260 · Allow for Bad Debt - SB	(10,000)	(10,000)	0
11270 · Undeposited Funds	97	10,392	(10,296)
11300 · Prepaid Expenses	143,501	116,200	27,301
11400 · Due from Other Funds	10,118	31,396	(21,278)
11480 · PERS - NPA(L)	(1,070,645)	(635,021)	(435,624)
11485 · PERS - Deferred OF	705,254	369,154	336,100
Total Other Current Assets	(231,341)	(127,544)	(103,796)
Total Current Assets	3,339,253	2,789,064	550,189
Fixed Assets			
11500 · Capital Assets	77,538,301	77,538,301	0
Total Fixed Assets	77,538,301	77,538,301	0
TOTAL ASSETS	80,877,554	80,327,365	550,189
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
12000 · Accounts Payable	147,571	123,400	24,170
Total Accounts Payable	147,571	123,400	24,170
Other Current Liabilities			
12020 · Lodging/Room Tax Payable	1,913	1,851	62
12100 · Payroll Liabilities	109,659	97,611	12,048
12250 · Deferred Revenue	170,878	141,552	29,326
12300 · Accrued Interest Payable	16,843	18,037	(1,194)
12350 · Current Portion-Long Term Debt	539,514	528,337	11,177
Total Other Current Liabilities	838,807	787,388	51,418
Total Current Liabilities	986,377	910,789	75,588
Long Term Liabilities			
12380 · 2013 FF&C Bond Premium	107,808	115,146	(7,338)
12400 · Long Term Debt	6,629,955	7,130,463	(500,508)
12900 · PERS - Deferred IF	119,917	109,947	9,970
Total Long Term Liabilities	6,857,680	7,355,555	(497,876)
Total Liabilities	7,844,057	8,266,344	(422,287)

Port of Newport - General Operating Fund

Balance Sheet

As of July 31, 2019

	<u>Jul 31, 19</u>	<u>Jul 31, 18</u>	<u>\$ Change</u>
Equity			
13000 · Fund Balance	65,175,421	64,774,904	400,517
13050 · FB - Contributed Capital	7,130,788	7,130,788	0
13200 · FB - Debt Principal	489,331	0	489,331
13275 · FB - Accrued Interest	1,194	0	1,194
Net Income	236,764	155,329	81,435
Total Equity	<u>73,033,497</u>	<u>72,061,021</u>	<u>972,477</u>
TOTAL LIABILITIES & EQUITY	<u>80,877,554</u>	<u>80,327,365</u>	<u>550,189</u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual
 July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	52,961	720,000	(667,039)	7%
14100 · Moorage	179,944	1,547,850	(1,367,906)	12%
14200 · Hoist Dock & Services	57,462	872,150	(814,688)	7%
14300 · Shipping Terminal Revenues	0	3,000	(3,000)	0%
14400 · RV Parks	184,871	1,080,000	(895,129)	17%
14500 · Launch Ramp & Trailer Storage	17,521	92,000	(74,479)	19%
14600 · Miscellaneous Revenue	13,670	116,000	(102,330)	12%
Total Income	<u>506,430</u>	<u>4,431,000</u>	<u>(3,924,570)</u>	<u>11%</u>
Gross Profit	506,430	4,431,000	(3,924,570)	11%
Expense				
15000 · Personnel Services	120,732	1,735,539	(1,614,807)	7%
16000 · Materials & Services	139,594	2,136,710	(1,997,116)	7%
17000 · Debt Service	15,589	786,890	(771,301)	2%
Total Expense	<u>275,915</u>	<u>4,659,139</u>	<u>(4,383,224)</u>	<u>6%</u>
Net Ordinary Income	230,515	(228,139)	458,654	(101)%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	822	116,000	(115,178)	1%
18200 · Interest Income	5,427	60,000	(54,573)	9%
18300 · Grants	0	255,300	(255,300)	0%
18700 · Property & Dredge Sales	0	10,000	(10,000)	0%
Total Other Income	<u>6,249</u>	<u>441,300</u>	<u>(435,051)</u>	<u>1%</u>
Other Expense				
19000 · Capital Outlay	0	44,300	(44,300)	0%
19600 · Contingency	0	10,000	(10,000)	0%
19700 · Transfers Out to Other Funds	0	1,399,770	(1,399,770)	0%
19902 · UEFB	0	1,209,091	(1,209,091)	0%
Total Other Expense	<u>0</u>	<u>2,663,161</u>	<u>(2,663,161)</u>	<u>0%</u>
Net Other Income	6,249	(2,221,861)	2,228,110	(0)%
Net Income	<u><u>236,764</u></u>	<u><u>(2,450,000)</u></u>	<u><u>2,686,764</u></u>	<u><u>(10)%</u></u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - Administration
 July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14600 · Miscellaneous Revenue	1,259	38,000	(36,741)	3%
Total Income	1,259	38,000	(36,741)	3%
Gross Profit	1,259	38,000	(36,741)	3%
Expense				
15000 · Personnel Services	47,556	736,205	(688,649)	6%
16000 · Materials & Services	40,540	525,468	(484,928)	8%
Total Expense	88,097	1,261,673	(1,173,576)	7%
Net Ordinary Income	(86,838)	(1,223,673)	1,136,835	7%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	822	116,000	(115,178)	1%
18200 · Interest Income	5,427	60,000	(54,573)	9%
18300 · Grants	0	3,500	(3,500)	0%
Total Other Income	6,249	179,500	(173,251)	3%
Other Expense				
19600 · Contingency	0	10,000	(10,000)	0%
19700 · Transfers Out to Other Funds	0	1,399,770	(1,399,770)	0%
19902 · UEFB	0	1,209,091	(1,209,091)	0%
Total Other Expense	0	2,618,861	(2,618,861)	0%
Net Other Income	6,249	(2,439,361)	2,445,610	(0)%
Net Income	(80,589)	(3,663,034)	3,582,445	2%

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - International Terminal
 July 2019

	<u>Jul 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14100 · Moorage	9,357	156,000	(146,643)	6%
14200 · Hoist Dock & Services	26,786	416,000	(389,214)	6%
14300 · Shipping Terminal Revenues	0	3,000	(3,000)	0%
Total Income	<u>36,143</u>	<u>575,000</u>	<u>(538,857)</u>	<u>6%</u>
Gross Profit	36,143	575,000	(538,857)	6%
Expense				
15000 · Personnel Services	6,332	84,484	(78,152)	7%
16000 · Materials & Services	10,376	216,570	(206,194)	5%
17000 · Debt Service	12,434	519,095	(506,661)	2%
Total Expense	<u>29,142</u>	<u>820,149</u>	<u>(791,007)</u>	<u>4%</u>
Net Ordinary Income	<u>7,001</u>	<u>(245,149)</u>	<u>252,150</u>	<u>(3)%</u>
Net Income	<u>7,001</u>	<u>(245,149)</u>	<u>252,150</u>	<u>(3)%</u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - Commercial Marina
 July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14100 · Moorage	54,426	512,000	(457,574)	11%
14200 · Hoist Dock & Services	29,304	418,000	(388,696)	7%
14600 · Miscellaneous Revenue	266	0	266	100%
Total Income	<u>83,996</u>	<u>930,000</u>	<u>(846,004)</u>	<u>9%</u>
Gross Profit	83,996	930,000	(846,004)	9%
Expense				
15000 · Personnel Services	24,071	349,974	(325,903)	7%
16000 · Materials & Services	18,538	608,274	(589,736)	3%
17000 · Debt Service	660	7,915	(7,255)	8%
Total Expense	<u>43,268</u>	<u>966,163</u>	<u>(922,895)</u>	<u>4%</u>
Net Ordinary Income	40,727	(36,163)	76,890	(113)%
Other Income/Expense				
Other Income				
18300 · Grants	0	250,000	(250,000)	0%
Total Other Income	0	250,000	(250,000)	0%
Other Expense				
19000 · Capital Outlay	0	11,800	(11,800)	0%
Total Other Expense	0	11,800	(11,800)	0%
Net Other Income	0	238,200	(238,200)	0%
Net Income	<u><u>40,727</u></u>	<u><u>202,037</u></u>	<u><u>(161,310)</u></u>	<u><u>20%</u></u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - South Beach
 July 2019

	<u>Jul 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14100 · Moorage	116,581	879,850	(763,269)	13%
14200 · Hoist Dock & Services	2,007	38,150	(36,143)	5%
14400 · RV Parks	184,871	1,080,000	(895,129)	17%
14500 · Launch Ramp & Trailer Storage	17,521	92,000	(74,479)	19%
14600 · Miscellaneous Revenue	12,146	78,000	(65,854)	16%
Total Income	<u>333,126</u>	<u>2,168,000</u>	<u>(1,834,874)</u>	<u>15%</u>
Gross Profit	333,126	2,168,000	(1,834,874)	15%
Expense				
15000 · Personnel Services	37,757	451,619	(413,862)	8%
16000 · Materials & Services	69,610	776,698	(707,088)	9%
17000 · Debt Service	0	212,830	(212,830)	0%
Total Expense	<u>107,367</u>	<u>1,441,147</u>	<u>(1,333,780)</u>	<u>7%</u>
Net Ordinary Income	225,759	726,853	(501,094)	31%
Other Income/Expense				
Other Income				
18300 · Grants	0	1,800	(1,800)	0%
18700 · Property & Dredge Sales	0	10,000	(10,000)	0%
Total Other Income	0	11,800	(11,800)	0%
Other Expense				
19000 · Capital Outlay	0	17,500	(17,500)	0%
Total Other Expense	0	17,500	(17,500)	0%
Net Other Income	0	(5,700)	5,700	0%
Net Income	<u><u>225,759</u></u>	<u><u>721,153</u></u>	<u><u>(495,394)</u></u>	<u><u>31%</u></u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - Maintenance Department
 July 2019

	<u>Jul 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Expense				
15000 · Personnel Services	5,017	113,257	(108,241)	4%
16000 · Materials & Services	187	8,000	(7,813)	2%
Total Expense	<u>5,203</u>	<u>121,257</u>	<u>(116,054)</u>	<u>4%</u>
Net Ordinary Income	(5,203)	(121,257)	116,054	4%
Other Income/Expense				
Other Expense				
19000 · Capital Outlay	0	15,000	(15,000)	0%
Total Other Expense	<u>0</u>	<u>15,000</u>	<u>(15,000)</u>	<u>0%</u>
Net Other Income	0	(15,000)	15,000	0%
Net Income	<u><u>(5,203)</u></u>	<u><u>(136,257)</u></u>	<u><u>131,054</u></u>	<u><u>4%</u></u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual - Leased Properties
 July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	51,906	720,000	(668,094)	7%
Total Income	51,906	720,000	(668,094)	7%
Gross Profit	51,906	720,000	(668,094)	7%
Expense				
16000 · Materials & Services	342	1,700	(1,358)	20%
17000 · Debt Service	2,496	47,050	(44,554)	5%
Total Expense	2,838	48,750	(45,912)	6%
Net Ordinary Income	49,068	671,250	(622,182)	7%
Net Income	49,068	671,250	(622,182)	7%

Port of Newport - NOAA Fund
Balance Sheet
As of July 31, 2019

	Jul 31, 19	Jul 31, 18	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
51000 · Cash & Equivalents	4,540,590	4,699,823	(159,233)
Total Checking/Savings	4,540,590	4,699,823	(159,233)
Accounts Receivable			
51200 · Accounts Receivable	0	4,680	(4,680)
Total Accounts Receivable	0	4,680	(4,680)
Other Current Assets			
51300 · Prepaid Expenses	68,380	54,036	14,344
51480 · PERS - NPA(L)	(37,869)	(45,912)	8,043
51485 · PERS - Derfered OF	18,144	26,690	(8,546)
Total Other Current Assets	48,655	34,814	13,841
Total Current Assets	4,589,245	4,739,317	(150,072)
TOTAL ASSETS	4,589,245	4,739,317	(150,072)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
52000 · Accounts Payable	16,599	6,035	10,564
Total Accounts Payable	16,599	6,035	10,564
Other Current Liabilities			
52105 · Accrued Payroll	0	712	(712)
52110 · Accrued PTO	8,639	6,547	2,092
52115 · Payroll Taxes & Deducts Payable	0	301	(301)
52200 · Due to Other Funds	8,996	29,596	(20,600)
52300 · Accrued Interest Payable	429,587	447,306	(17,719)
52350 · Current Portion Long-Term Debt	995,000	945,000	50,000
Total Other Current Liabilities	1,442,222	1,429,461	12,760
Total Current Liabilities	1,458,820	1,435,496	23,324
Long Term Liabilities			
52400 · Long-Term Debt	17,014,446	18,931,284	(1,916,838)
52800 · Less Current Portion LT Debt	(995,000)	(945,000)	(50,000)
52900 · PERS - Deferred IF	6,474	7,949	(1,475)
Total Long Term Liabilities	16,025,920	17,994,233	(1,968,313)
Total Liabilities	17,484,740	19,429,729	(1,944,989)
Equity			
53000 · Fund Balance	(12574656)	(13396983)	822,328
53200 · FB - Debt Principal	995,000	0	995,000
53275 · FB - Accrued Interest	17,719	0	17,719
53600 · FB - Discount/Premium	(11,581)	0	(11,581)
Net Income	(1,321,978)	(1,293,429)	(28,549)
Total Equity	(12895495)	(14690412)	1,794,917
TOTAL LIABILITIES & EQUITY	4,589,245	4,739,317	(150,072)

Port of Newport - NOAA Fund
Profit & Loss Budget vs. Actual
 July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
54000 · Lease Revenue	212,055	2,545,000	(2,332,945)	8%
Total Income	212,055	2,545,000	(2,332,945)	8%
Expense				
55000 · Personnel Services	6,340	80,495	(74,155)	8%
56000 · Materials & Services	22,006	365,400	(343,394)	6%
57000 · Debt Service	1,510,024	2,001,500	(491,476)	75%
Total Expense	1,538,370	2,447,395	(909,025)	63%
Net Ordinary Income	(1,326,315)	97,605	(1,423,920)	(1,359)%
Other Income/Expense				
Other Income				
58200 · Interest Income	4,337	100,000	(95,663)	4%
58800 · Miscellaneous Revenue	0	1,000	(1,000)	0%
Total Other Income	4,337	101,000	(96,663)	4%
Other Expense				
59000 · Capital Outlay	0	0	0	0%
59600 · Contingency	0	100,000	(100,000)	0%
59700 · Transfers Out to Other Funds	0	0	0	0%
59900 · Reserved for Future Expenditure	0	150,000	(150,000)	0%
59902 · UEFB	0	5,603,605	(5,603,605)	0%
Total Other Expense	0	5,853,605	(5,853,605)	0%
Net Other Income	4,337	(5,752,605)	5,756,942	(0)%
Net Income	(1,321,978)	(5,655,000)	4,333,022	23%

Port of Newport - Facility Maintenance Reserve Fund

Balance Sheet

As of July 31, 2019

	<u>Jul 31, 19</u>	<u>Jul 31, 18</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
31000 · Cash & Cash Equivalents	150,312	131,063	19,250
Total Checking/Savings	<u>150,312</u>	<u>131,063</u>	<u>19,250</u>
Total Current Assets	<u>150,312</u>	<u>131,063</u>	<u>19,250</u>
TOTAL ASSETS	<u>150,312</u>	<u>131,063</u>	<u>19,250</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
32000 · Accounts Payable	2,877	0	2,877
Total Accounts Payable	<u>2,877</u>	<u>0</u>	<u>2,877</u>
Total Current Liabilities	<u>2,877</u>	<u>0</u>	<u>2,877</u>
Total Liabilities	2,877	0	2,877
Equity			
33000 · Fund Balance	(2,820)	31,045	(33,865)
33020 · FB - Assigned for Future Expend	150,000	100,000	50,000
Net Income	255	18	237
Total Equity	<u>147,435</u>	<u>131,063</u>	<u>16,372</u>
TOTAL LIABILITIES & EQUITY	<u>150,312</u>	<u>131,063</u>	<u>19,250</u>

Port of Newport - Facility Maintenance Reserve Fund

Profit & Loss Budget vs. Actual

July 2019

	<u>Jul 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
38200 · Interest Income	255	2,700	(2,445)	9%
38900 · Transfers In				
38902 · Transfers In from General Fund	<u>0</u>	<u>204,800</u>	<u>(204,800)</u>	<u>0%</u>
Total 38900 · Transfers In	<u>0</u>	<u>204,800</u>	<u>(204,800)</u>	<u>0%</u>
Total Other Income	<u>255</u>	<u>207,500</u>	<u>(207,245)</u>	<u>0%</u>
Other Expense				
39000 · Capital Outlay				
39306 · PD5 & 7 Pile Replacement	<u>0</u>	<u>120,000</u>	<u>(120,000)</u>	<u>0%</u>
Total 39000 · Capital Outlay	<u>0</u>	<u>120,000</u>	<u>(120,000)</u>	<u>0%</u>
39600 · Contingency	0	10,000	(10,000)	0%
39900 · Reserved for Future Expenditure	0	65,000	(65,000)	0%
39902 · UEFB	<u>0</u>	<u>150,000</u>	<u>(150,000)</u>	<u>0%</u>
Total Other Expense	<u>0</u>	<u>345,000</u>	<u>(345,000)</u>	<u>0%</u>
Net Other Income	<u>255</u>	<u>(137,500)</u>	<u>137,755</u>	<u>(0)%</u>
Net Income	<u>255</u>	<u>(137,500)</u>	<u>137,755</u>	<u>(0)%</u>

Port of Newport - Construction Fund

Balance Sheet

As of July 31, 2019

	<u>Jul 31, 19</u>	<u>Jul 31, 18</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
41000 · Cash & Cash Equivalents	28,584	41,945	(13,361)
Total Checking/Savings	28,584	41,945	(13,361)
Other Current Assets			
41400 · Due From Other funds	1,755	0	1,755
Total Other Current Assets	1,755	0	1,755
Total Current Assets	30,339	41,945	(11,606)
TOTAL ASSETS	30,339	41,945	(11,606)
LIABILITIES & EQUITY			
Equity			
43000 · Fund Balance	30,337	41,932	(11,595)
Net Income	3	13	(11)
Total Equity	30,339	41,945	(11,606)
TOTAL LIABILITIES & EQUITY	30,339	41,945	(11,606)

Port of Newport - Construction Fund

Profit & Loss Budget vs. Actual

July 2019

	Jul 19	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
48200 · Interest Income	3	30	(27)	9%
48300 · Grants	0	1,200,000	(1,200,000)	0%
48900 · Transfers In from Other Funds				
48902 · Transfers In from General Fund	0	1,194,970	(1,194,970)	0%
Total 48900 · Transfers In from Other Funds	0	1,194,970	(1,194,970)	0%
Total Other Income	3	2,395,000	(2,394,997)	0%
Other Expense				
49000 · Capital Outlay				
49303 · PD5 Pier Construction	0	2,410,000	(2,410,000)	0%
Total 49000 · Capital Outlay	0	2,410,000	(2,410,000)	0%
49600 · Contingency	0	10,000	(10,000)	0%
Total Other Expense	0	2,420,000	(2,420,000)	0%
Net Other Income	3	(25,000)	25,003	(0)%
Net Income	3	(25,000)	25,003	(0)%

Port of Newport - Bonded Debt Fund

Balance Sheet

As of July 31, 2019

	Jul 31, 19	Jul 31, 18	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
21000 · Cash & Cash Equivalents	18,545	362,206	(343,661)
Total Checking/Savings	18,545	362,206	(343,661)
Other Current Assets			
21270 · Property Tax Receivable	86,925	86,925	0
Total Other Current Assets	86,925	86,925	0
Total Current Assets	105,470	449,131	(343,661)
Other Assets			
21800 · Bond Issue costs, net of amort.	2,916	2,916	0
21825 · Advance Refunding Valuation	416,150	416,150	0
Total Other Assets	419,066	419,066	0
TOTAL ASSETS	524,536	868,197	(343,661)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
22350 · Bonds Payable - Current	350,000	340,000	10,000
Total Other Current Liabilities	350,000	340,000	10,000
Total Current Liabilities	350,000	340,000	10,000
Long Term Liabilities			
22515 · 2011 Series Bonds	4,948,669	5,018,669	(70,000)
22520 · 2016 Series Bonds	7,043,195	7,320,000	(276,805)
22590 · Bond Premiums	796,865	838,806	(41,941)
22800 · Less Current Portion LTD	(350,000)	(340,000)	(10,000)
22920 · Deferred IF - Refund Valuation	20,808	0	20,808
Total Long Term Liabilities	12,459,537	12,837,475	(377,938)
Total Liabilities	12,809,537	13,177,475	(367,938)
Equity			
23000 · Fund Balance	(12,286,989)	(12,314,927)	27,938
23500 · FB - Debt Principal	340,000	0	340,000
23999 · Retained Earnings	(343,519)	0	(343,519)
Net Income	5,508	5,650	(142)
Total Equity	(12,285,001)	(12,309,278)	24,277
TOTAL LIABILITIES & EQUITY	524,536	868,197	(343,661)

Port of Newport - Bonded Debt Fund

Profit & Loss Budget vs. Actual

July 2019

	<u>Jul 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
28100 · Bond Levy Proceeds	5,488	832,500	(827,012)	1%
Total Income	5,488	832,500	(827,012)	1%
Gross Profit	5,488	832,500	(827,012)	1%
Expense				
27000 · Debt Service	0	881,000	(881,000)	0%
Total Expense	0	881,000	(881,000)	0%
Net Ordinary Income	5,488	(48,500)	53,988	(11)%
Other Income/Expense				
Other Income				
28200 · Bank Interest Income	20	6,500	(6,480)	0%
Total Other Income	20	6,500	(6,480)	0%
Other Expense				
29902 · UEFB	0	53,000	(53,000)	0%
Total Other Expense	0	53,000	(53,000)	0%
Net Other Income	20	(46,500)	46,520	(0)%
Net Income	5,508	(95,000)	100,508	(6)%



STAFF REPORT

DATE: *August 27, 2019*
RE: *Hawkins Delafield & Wood LLP Engagement Letters*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *General Manager*

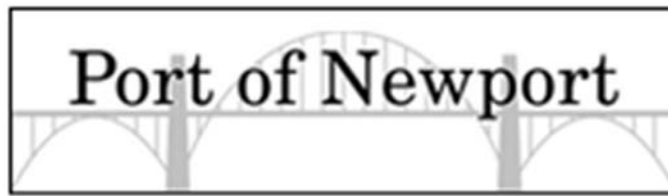
BACKGROUND

The Port is in the process of working with the SDAO municipal advisor in crafting a Request for Finance Services regarding the NOAA Bonds and the GO Bonds issued in 2011 (see draft Request for Finance Services attached). The NOAA Bonds refinance has a potential of saving the Port a fair amount of money due to the lower interest rate. The GO Bonds likewise may provide the tax payers some savings as well.

As part of the evaluation and review of the process the Port would like to engage with a bond counsel who will help on the preparation and review of the necessary documents to move this forward. Any costs will be determined by mutual agreement between the Port and the Counsel once the schedule and type of issuance is determined. Such fees shall be paid from the Bond proceeds at Closing and will not be due if the issue does not close.

RECOMMENDATION

I would recommend that we proceed with the execution of the engagement letters to be signed by the General Manager as presented.



**REQUEST
FOR
FINANCING SERVICES**

AUGUST 21, 2019

DISCLOSURES

The Port of Newport (Lincoln County, Oregon) (the “Port”) has retained SDAO Advisory Services LLC (“SDAOAS”) to assist, among other things, in evaluating advice and proposals in connection with a municipal financing and municipal financial products (as such terms may, or may not, be defined in the Municipal Advisor Rule (SEC Rule 15Ba1-1(d)(3)(vi)(B)) and the Securities Exchange Act of 1934, as amended (the “Act”). SDAOAS represents that they are an independent registered municipal advisor registered pursuant to the Act, and the rules and regulations promulgated therein.

The individual listed below represents the Port as its municipal advisor:

Mr. David Ulbricht, Director
SDAO Advisory Services LLC
328 NE Davis Street, Suite 3
McMinnville, Oregon 97128
503.472.9965 | Email: dulbricht@sdao.com

The Port will rely on the advice of SDAOAS with respect to advice and the evaluation of the proposals relating to such matters including the Port’s financing. For purposes here, “reliance” means that the Port will consider the advice, analysis and perspective of SDAOAS but does not mean that the Port assumes an obligation to follow that advice.

Additionally, aside from the regulatory mandated correspondence, your institution should direct any and all correspondence to the municipal advisor. Further, and at such time requested, the Port is prepared to provide written representation that is represented by, and will rely on the advice, of its independent registered municipal advisor.

**PORT OF NEWPORT, OREGON
REQUEST FOR FINANCING SERVICES**

August 21, 2019

Section I: - Introduction

The Port

Incorporated in 1910, the Port of Newport (the "Port") is a political subdivision of the State formed under ORS Chapter 777. The Port serves an area of approximately 59 square miles. With the Pacific Ocean to the west, the boundaries of the Port reach south to Seal Rock, north to Otter Rock and east up to six miles. The estimated population within the Port is 10,800 people. Commercial and sport fishing, fish processing, shipping, tourism recreation, and lumber and wood processing are the major industries in the Port. Additionally, the Port is the home port for the National Oceanic and Atmospheric Administration – Marine Operation Center - Pacific

Based in Yaquina Bay, the Port was constructed as a deep-water port to provide shipping services to local, regional and international vessels and to service one of the largest commercial fishing fleets on the Oregon coast.

The Port's primary business centers are the international shipping terminal, the commercial fishing marina, and the recreational marina and vehicle parks, with leased property at all three of those locations.

Port Facilities and Operations:

The International Terminal facilities include 17 acres with over 1,000 feet of waterfront, 605-foot shipping berth, roll-on/roll-off concrete pad, 265-foot wooden barge berth, nine-acre log yard and covered storage. The site also includes both land and building leases. Trident Seafoods leases land for their fish meal plant as well as storage space in a Port owned building. A couple of fishing businesses have built gear storage facilities on Port owned land. Foulweather Trawl leases building space from the Port for their net building and repair business. J. Lamb Marine Electric and Northern Refrigeration, both offering support services to the fishing fleet, lease shop space from the Port. There is still 20 acres of vacant industrial land with utilities available for development and 30 acres of bulk cargo storage available adjacent to the terminal. In an effort to revitalize its international pier and generate additional income, the Port decided to renovate and enhance its facility to better accommodate the local fishing fleet as well as deep draft vessels including ocean-going cargo and cruise vessels. The initial phase includes removal of site contaminants, environmental remediation, capital construction and improvements.

The facilities at the Bay Boulevard commercial harbor include 1,400 feet of waterfront property, a 300 foot fixed hoist dock with four hoists, 200 feet of floating docks for dockside vessel repair, moorage for approximately 200 commercial fishing vessels, and operations/maintenance and administration buildings. Upland property includes approximately two acres dedicated to crab gear storage and another three acres slated for water-dependent/water-related development. At the commercial harbor, the Port leases land to Englund Marine Supply, Yaquina Bay Yacht Club and the fuel concession. Bayfront properties include Captains Charters and Pacific Seafood. US Customs leases office space from the Port.

In South Beach, the Port's holdings include approximately 50 acres leased to the Oregon State University Hatfield Marine Science Center and 40 acres to the Oregon Coast Aquarium. The Marine Science Center has sub-leased space to state and federal agencies such as NOAA (National Oceanic and Atmospheric Administration), the Environmental Protective Agency, US Fish and Wildlife and Oregon Department of Fish and Wildlife.

Facilities at the 55-acre Port of Newport Marina & RV Park include: 540 moorage slips including a facility designed to accommodate up to five large transient vessels; a new four-lane launch ramp and new parking facility; a public fishing pier and 143 full hook-up RV spaces, including 92 spaces in a newly rebuilt modern park. Marina leases include Oregon Brewing Company's brewery and their Brewer's on the Bay restaurant housed in a 24,000 square foot building in addition to office and shipping space and a distillery; a full-service fuel dock; Newport Marina Store & Charters; the Newport Belle Bed and Breakfast; and Yaquina Bay Fruit Processors, a cherry processing company.

In 2011, the Port of Newport secured a 20-year lease with the National Oceanic and Atmospheric Administration (NOAA), Marine Operations Center Pacific, to provide a six-acre marine operations facility including a 18,500 square feet administration building and a 25,500 square feet warehouse facility. In 2015, the U.S. Commerce Department moved the entire national marine operations command from Maryland to Newport.

The Port of Newport has a history of managing leased properties. The Port has found businesses to build on Port owned property, has constructed buildings for lessees, has leased out unused facilities and encouraged leaseholder improvements. Current leases include businesses that provide services to the commercial fishing fleet and recreational boaters; a convenience store; two fishing charter operations; a brewery/distillery/restaurant; a yacht club; a floating bed & breakfast operation; and a fruit processing company.

Issue

The Port presently has two outstanding that are currently being considered for a refunding. The issues are as follows:

- 1.) Port of Newport (Lincoln County, Oregon) Taxable Lease Revenue Bonds (National Oceanic and Atmospheric Administration Project, Series 2010, Dated July 14, 2010. **Base CUSIP 734876** ("Series 2010 Taxable Bonds"). The Series 2010 Taxable Bonds maturing August 1, 2012 through August 1, 2020, inclusive, are not subject to redemption prior to maturity. The Series 2010 Taxable Bonds maturing on or after August 1, 2021 are subject to redemption, at the option of the Port, in whole or in part, on any date, on or after August 1, 2020, at a price of par, without premium, plus accrued interest, if any, to the date of redemption.; and,
- 2.) Port of Newport (Lincoln County, Oregon), General Obligation Bonds, Series 2011, Dated May 3, 2011. **Base CUSIP 734866** (Series 2011 Bonds"). Please note that the principal component of Series 2011 Bonds are subject to redemption prior to their respective payment dates, in whole or in part on any date on or after January 1, 2021, at a price of par, plus accrued interest, if any, to the date of redemption.

The Official Statements for both issues, noted above, may be found at www.emma.msrb.org.

Par Amount

In an amount necessary for the refunding plus the costs of issuance.

Closing Date

To be determined (Subject to change).

Authorization
The Bonds will be authorized and issued in compliance with Oregon Revised Statutes (“ORS”) Chapters 287A and Chapter 777 and an Authorizing Resolution (the “Resolution”) of the Port Commissioners that will allow the Port to do all thing necessary to enter into and deliver any documents and agreements and to perform the duties required with the refunding.
Principal Payments
To be determined. See Attachment A for a preliminary schedule.
Interest Payments
To be determined. See Attachment A for a preliminary schedule.
Interest Rate Basis
30/360 days.
Call Feature
The Port desires the most flexible call feature and preferably without penalty.
Security for and Payment of the Bonds
<p>The Series 2010 Taxable Bonds (“NOAA Refunding Issue”):</p> <p>The NOAA Refunding Issue will be special limited obligations of the Port payable solely from all fees, rentals and other charges obtained by the Port from the Mortgaged Property (as defined in the Bond Declaration, as amended), including the Lease (the “Lease Revenues”) and enforcement of any remedies under the Deed of Trust (defined herein) executed by the Port for the benefit of the Owners, securing payment of all amounts payable by the Port under the NOAA Refunding Issue and the Bond Declaration, as amended.</p> <p>Pursuant to ORS Sections 287A.310 and the Bond Declaration, as amended, the Port pledges and creates a first lien on the Lease Revenues, all amounts in the Lease Revenue Fund, the Revenue Bond Account, and the Revenue Bond Reserve Account. These pledges are valid and binding from the time of execution of the Bond Declaration, as amended, and apply to the NOAA Refunding Issue issued under the Bond Declaration, as amended, and the Resolution. The amounts so pledged and hereafter received by the Port shall immediately be subject to the lien of such pledge without any physical delivery, filing or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 287A.310.</p> <p>As long as any NOAA Bonds remain issued and Outstanding, moneys in the Lease Revenue Fund shall be used solely to pay the following amounts in the following order:</p> <ol style="list-style-type: none"> 1.) To credit the Revenue Bond Account to pay Bond principal and interest, 2.) To credit the Revenue Bond Reserve Account to eliminate any deficiency in the Required Reserve, and 3.) For any other lawful Port purpose, but only if all deposits and payments having a higher priority have been made. <p>THE NOAA REFUNDING ISSUE IS NOT GENERAL OBLIGATION OF THE PORT OR THE STATE OF OREGON OR OF ANY POLITICAL SUBDIVISION OF THE STATE OF OREGON. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE PORT ARE PLEDGED TO THE PAYMENT OF THE NOAA REFUNDING ISSUE. PRINCIPAL OF, PREMIUM,</p>

IF ANY, AND INTEREST ON THE NOAA REFUNDING ISSUE ARE PAYABLE SOLELY FROM THE LEASE REVENUES AND ANY ENFORCEMENT OF ANY REMEDIES UNDER THE DEED OF TRUST.

DEED OF TRUST AND ASSIGNMENT OF LEASE

General Clause 4 of the Lease provides that the Lease is subject and subordinate to any and all mortgages, deeds of trust and other liens now or hereafter existing on the Project premises. General Clause 26 of the Lease authorizes the Port to assign its rights to be paid amounts due or to be come due as a result of performance of the Lease to a bank, trust company, or other financing institution pursuant to the Assignment of Claims Act.

The Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents to be executed and dated the date of delivery (the "Deed of Trust") by and among the Port (the "Trustor"), U.S. Bank Trust Company, National Association (presently the "Deed of Trust Trustee") and Owners of Bonds and any Bond Trustee required under the Bond Declaration (the "Bond Trustee," collectively with the Owners of the Bonds, the "Beneficiaries"), secures payment of all amounts payable by the Port under the Bond Declaration, as amended and the NOAA Refunding Issue.

The Deed of Trust creates a security interest in the Mortgaged Property and rents, income, receipts, insurance proceeds, revenue and profits arising from use of the property. So long as no Event of Default has occurred the Port shall administer the property and collect rent for its use. However, in the Event of a Default a Bond Trustee appointed pursuant to the Bond Declaration, as amended, may collect and apply all rents, income, receipts, revenue, proceeds and profits from the Mortgaged Property with or without court assistance and with or without the appointment of a receiver. The Beneficiaries may also, in the Event of a Default, exercise the following remedies in accordance with the procedures described in the Bond Declaration, as amended: (1) any remedy available under the Bond Declaration, as amended, including, but not limited to, petitioning a court of competent jurisdiction for the appointment of a receiver to take possession of and manage and operate the Mortgaged Property for the benefit of the Beneficiaries; (2) any appropriate actions at law or equity, including, but not limited to, actions for specific performance or foreclosure; (3) sale of the Mortgaged Property at public auction or private sale and convey the same to the purchaser in fee simple in the manner provided by law; (4) with respect to any Equipment which may be included in the Mortgaged Property, elect to enforce all of the rights and remedies provided by the Oregon Uniform Commercial Code, including the right to proceed under the Uniform Commercial Code provisions governing default as to the affected equipment.

The Series 2011 Bonds ("Series 2019 GO Refunding Bonds"):

The Series 2019 GO Refunding Bonds constitute general obligations of the Port secured by the Port's full faith and credit and the taxing power of the Port, all as provided in the Resolution. The Port covenants and agrees, with and for the benefit of the owners of the 2011 Bonds, that it will annually levy a direct ad valorem tax upon all of the taxable property within the Port's jurisdictional boundaries in an amount which, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and all other moneys reasonably expected to be available and used for the payment of debt service on outstanding 2011 Bonds, shall be sufficient to pay when due the principal of and interest on all outstanding 2011 Bonds. The ad valorem taxes to be levied by the Port for the purpose of paying when due the principal of and interest on all issued and outstanding 2011 Bonds shall be levied and collected outside of, and in addition to, any ad valorem taxes levied and collected by the Port within any voter approved tax base and shall not be subject to the limitations imposed by Article XI, section 11 and 11b of the Oregon Constitution, and shall be levied in an amount sufficient to pay when due such 2011 Bonds without regard or limit as to rate or amount of such ad valorem taxes. The obligation to levy ad valorem taxes shall constitute a contract between the Port and the owners from time to time of the 2011 Bonds.

The 2019 GO Refunding Bonds do not constitute a debt or indebtedness of the State of Oregon, or any political subdivision thereof other than the Port.

Rating

The Port's Series 2010 Taxable Bonds are rated AA by S&P Global Ratings (August 17, 2012).

The Port's General Obligation Bond Rating is A+ by S&P Global Ratings.

In the event the Port pursues a publicly offered refunding for one or both issues, the Port will apply to S&P Global Ratings with respect to the Refunding Issue(s).

Bank Qualification

NA

Financing Team

Special Counsel: Hawkins Delafield & Wood LLP (Portland, Oregon)

Municipal Advisor: SDAO Advisory Services LLC (Salem, OR)

Escrow Agent:

Trustee:

Registrar/Paying:

Section II: Work Scope

A.) General Provision

Please note, as a perspective Lender, you will be expected to acknowledge, at closing: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all the information necessary; and (c), it intends to hold the Bond until maturity and does not intend to resell; and (d) The Lender has entered into this financing with no present intention to transfer or resell and it intends to book and hold the Bond as a loan in its loan portfolio. To the extent the word "Bond" may have been used in any way to reference the debt instrument, the Lender acknowledges that the word "Bond" is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender will be required to sign and deliver an investor letter and require any subsequent holder to also deliver an investor letter. **Additionally, the Lender will deliver a purchase agreement in substantially the form attached hereto as Appendix E. Any proposed changes to such form of purchase agreement must be clearly identified in the Lender's response to the RFP.**

B.) Proposal Requirements and Evaluation

Any contact, direct or indirect, by proposers or their employees, agents, lobbyists or consultants with the Port, project manager, legal consultants, bond counsel, municipal advisors, or other representatives regarding this RFP, except as provided herein, is prohibited. A violation of this prohibition may result in the rejection of the proposal.

Firms that submit responses to this RFP are requested to **answer each of the questions in Section III and Attachment A in a concise and clear manner.** All questions should be answered in the order presented in this RFP. Initiate each response by restating the question. Quantitative schedules and financial reports (Estimated financing payment schedules, sources and uses of funds and pricing reports, etc.) may be attached as appendices. **The inclusion of marketing information about your firm is discouraged, unless otherwise requested.**

This RFP does not commit the Port to make any selection or to pay any costs incurred in preparation of the responses. All responses to this RFP shall become the property of the Port. It should be noted that information submitted to the Port may be subject to disclosure.

It is the intent of the Port to select financing services on the basis of the responses to this RFP. However, the Port, at its sole discretion, reserves the right to accept or reject any or all responses as a result of this RFP, or to cancel in part or in its entirety this RFP. The Port may request additional information from the respondents during the course of the selection process. By submitting a response to this RFP, the proposer agrees to perform the work described in the submitted response. The Port reserves the right to accept any proposal, to modify or amend, with the consent of the proposer, any proposal prior to acceptance, to reject any or all proposals, or waive any informality or otherwise effect any agreement as the District, in its sole judgment, may deem to be necessary and appropriate.

C.) Key Dates

Key dates, deadlines and response format described herein apply to all firms responding to this RFP.

Interested institutions must provide full and succinct responses to the questions posed in this RFP. Responses must be received **no later than 4:00 pm., Prevailing Pacific Time, _____, _____, 2019.** All responses received after 4:00 pm., Prevailing Pacific Time, Monday, August 12, 2019 may be deemed non-responsive and may not be considered. To ensure timeliness of responses they may be submitted by e-mail.

Hard copies of responses are not required:

Electronic copies of the response should be delivered to:

David Ulbricht
 SDAO Advisory Services LLC
 727 Center Street NE
 Salem, Oregon 97301
 Telephone: 503.371.8667
 Email: dulbricht@sdao.com

D.) Anticipated Selection Schedule

RFP distributed:	_____, 2019
Questions due:	4:00 pm, PPT time, _____, 2019
Answers distributed to the Group	
no later than:	_____, 2019
RFP responses due:	4:00 pm, PPT time, _____, _____, 2019
Interviews and selection	Reserved
Closing:	To be determined.

The Port may interview for the appointment but it reserves the right to act without oral presentations or other discussions with proposers. Therefore, all offers should be submitted on the most favorable terms.

All questions regarding this RFP should be directed in writing, by hand, fax or email to: David Ulbricht, SDAO Advisory Services LLC, telephone: 503.472.9965; fax: 503.400.3090; email: dulbricht@sdao.com, no later than 4:00 p.m., Prevailing Pacific time, _____, 2019. Answers to all questions submitted by such deadline will be sent no later than Thursday, _____, 2019 to all persons to whom a copy of this RFP has been sent. All proposers should include an email address, to which answers can be sent, with their questions.

Section III: Required Information to be provided

Your proposal should address each of the following. Brevity and clarity in responses will be considered positive in the evaluation process.

A) Cover Letter (Page Limit – 2 Pages)

1.) Please begin your response with a cover letter. This cover letter should be signed by an individual in your firm who will be both a member of the financing team and who is capable of committing the firm's capital and for negotiating all fees and costs associated with this engagement. The name, address, email address and telephone number of a single individual within the firm who will be the primary contact during this engagement. Your response must be included in this cover letter. Also include in your cover letter the email address and/or fax number to which answers to questions can be sent. Please also state succinctly in the cover letter the primary reasons why your institution should be considered by the Port, keeping in mind the specific qualifications required and **described** in this RFP.

B) Financing and Structure Component

Please state your interest in providing financing for one or both issues being considered as a refunding. Both issues, however, will **NOT BE designated as "Bank-Qualified"** but **WILL BE FEDERALLY TAXABLE.**

- 1.) Please provide the indicative fixed **interest rate(s)** which would be charged **based on a 30/360 day basis.** Also, provide the date in which your proposed interest is good for or when the offer expires. If a shorter term is being proposed, please so state in your response. Please refer to Attachment A and A-1 for proposed Principal payment dates and amounts. **Please note Principal Payment Dates and Amounts are subject to change.**
- 2.) The set-up, organization, loan/commitment fee or any other bank fee to be incurred at the time of closing of the Agreement. Please provide any other additional charges that the Port may incur (i.e. legal or bank counsel fees, annual fees). If your financial institution expects to hire or engage counsel with respect to this engagement, please set forth the name of the firm(s) you expect to engage and the name of the principal lawyer who would be assigned to this transaction. The Port expects that the fee to be paid to such counsel will be the **responsibility of the Lender, unless otherwise noted in the proposal.**
- 3.) The Port prefers to retain the option to prepay the Agreement, at any time, without penalty or premium. Please provide your proposed prepayment options.

4.)	Bond Counsel opinions for the Port and financing documents will be provided by Hawkins Delafield & Wood LLP, Portland, Oregon. Please indicate if you require further legal opinions. Please provide an estimate of any additional legal fees and the maximum cap upon any additional legal fees.
5.)	Please note whether the proposal is conditioned upon further credit approval and provide document requirements from the Port to meet the due diligence/credit approval process. Also, provide a time frame in which the credit will be approved. If your proposal is not conditioned on further due diligence/credit approval, please state as such within the proposal.
6.)	Attached to this RFP is a form of documents (Appendix A) that the Port proposes to use for the financing. Provide a list of any changes to the form of documents that you would require. Also provide a list of any certifications and opinions that your firm will require at or before settlement of the Agreement that are not covered in the RFP.
7.)	All reporting requirements during the term of the Bonds. Please note that the Port is prepared to provide audited financial statements or such other acceptable financial statements within 270-days of its fiscal year end. Please note if your institution requires a different requirement to provide financial data.
8.)	Provide any other terms and conditions not specifically requested herein. For example will your institution require a debt service reserve fund, debt service coverage ratio or other terms and conditions.
9.)	If direct or out-of-pocket expenses are anticipated, please provide an estimate of those expenses.
10.)	An estimate of how much time you would require from selection of the bank to closing, assuming timely responses from the Port.
11.)	Please refer to the following Attachment A and A-1 to assist with the formulation of your financing proposal.

C) Other Information to Be Provided	
1.)	Please identify any conflicts of interest or matters that pose an appearance of a conflict of interest that currently exists or may arise during the financing transaction. Disclose any fee splitting, finder's fees or other contractual arrangements of your financial institution in connection with the financing transaction and fully describe such arrangements that could present a real or perceived conflict of interest.
2.)	Disclose any pending or past litigation or investigations of the institution and any enforcement and disciplinary actions taken within the past three years by the SEC or by any other regulatory body that may impact your ability to provide financing services.
3.)	Provide additional relevant information about your financial institution or any other information that you believe would assist the Port in its decision to select your financial institution as the Lender. <u>Please limit your response to no more than one page.</u>

ATTACHMENT A
Port of Newport – Taxable Lease Revenue Refunding Bonds, Series 2019
(National Oceanic and Atmospheric Administration – Marine Operations Center Pacific Project)

Assumptions:

- 1.) **Dated/Delivery Date:** November 15, 2019 (Date Subject to Change. Date will be agreed to after award);
- 2.) **Credit Rating:** Not Applicable
- 3.) **Par Amount:** In an Amount Sufficient to refund all outstanding Series 2010 NOAA Project Bonds.
- 4.) **Issue to be Refunded:** Port of Newport, Taxable Lease Revenue Bonds, Series 2010 (National Oceanic & Atmospheric Administration Project). Base CUSIP 734876.
- 5.) **First Interest Payment:** February 1, 2020 (Subject to change);
- 6.) **First Principal Payment:** August 1, 2020.
- 7.) **Financing Structure:** Uniform Debt Service preferred but other structures will be considered in order to achieve the optimal debt service savings to the Port.
- 8.) **Debt Service Reserve Fund:** The Port would prefer to have the existing Debt Service Reserve Fund released or downsized. Please provide reserve fund requirement, if any.
- 9.) **Interest Calculation:** 30/360 day basis.
- 10.) **Cost/Fee Breakdown:** See format below:

Bank Cost and Fee Components:

	Estimated	Not-to-Exceed
Lending or Commitment Fee	\$ _____	\$ _____
Expenses (provide detail below)	_____	_____
Total		

Expense Detail	Amount
Bank Counsel	\$ _____
Documentation	
Courier/Overnight Packages/Communications	
Any other fees	
Total	\$ _____

Taxable Lease Revenue Refunding Bonds
Estimated Maturity Schedule⁽¹⁾⁽²⁾

Due Aug. 1 of Year⁽¹⁾⁽²⁾	Principal Amount^{(1) (2)}
2020	1,385,000
2021	1,285,000
2022	1,325,000
2023	1,365,000
2024	1,405,000
2025	1,445,000
2026	1,480,000
2027	1,525,000
2028	1,560,000
2029	1,605,000
2030	1,650,000
2031	1,695,000

- (1) **Uniform Debt Service Structure (Subject to Change);**
- (2) **Principal Payment Amounts provided are for Illustration Only. Actual and Final Par Amount and Principal Payment Amounts and Dates are subject to change.**

ATTACHMENT A-1
Port of Newport – General Obligation Refunding Bonds, Series 2019
(National Oceanic and Atmospheric Administration – Marine Operations Center Pacific Project)

Assumptions:

- 1.) **Dated/Delivery Date:** November 15, 2019 (Date Subject to Change. Date will be agreed to after award);
- 2.) **Credit Rating:** Not Applicable
- 3.) **Par Amount:** In an Amount Sufficient to refund all outstanding Series 201 General Obligation Bonds.
- 4.) **Issue to be Refunded:** Port of Newport, General Obligation Bonds, Series 2011. Base CUSIP 734866.
- 5.) **First Interest Payment:** January 1, 2020 (Subject to change);
- 6.) **First Principal Payment:** January 1, 2020.
- 7.) **Financing Structure:** Uniform Debt Service preferred but other structures will be considered in order to achieve the optimal debt service savings to the Port.
- 8.) **Interest Calculation:** 30/360 day basis.
- 9.) **Cost/Fee Breakdown:** See format below:

Bank Cost and Fee Components:

	Estimated	Not-to-Exceed
Lending or Commitment Fee	\$ _____	\$ _____
Expenses (provide detail below)	_____	_____
Total		

Expense Detail	Amount
Bank Counsel	\$ _____
Documentation	
Courier/Overnight Packages/Communications	
Any other fees	
Total	\$ _____

Port of Newport
General Obligation Refunding Bonds, Series 2019
Estimated Maturity Schedule⁽¹⁾⁽²⁾

Due Jan. 1 of Year⁽¹⁾⁽²⁾	Principal Amount⁽¹⁾⁽²⁾	Due Jan. 1 of Year⁽¹⁾⁽²⁾	Principal Amount⁽¹⁾⁽²⁾
2020	55,000	2031	140,000
2021	30,000	2032	150,000
2022	110,000	2033	150,000
2023	110,000	2034	160,000
2024	110,000	2035	160,000
2025	115,000	2036	165,000
2026	115,000	2037	175,000
2027	120,000	2038	480,000
2028	130,000	2039	795,000
2029	135,000	2040	830,000
2030	130,000	2041	865,000

(1) Uniform Debt Service Structure (Subject to Change);

(2) Principal Payment Amounts provided are for Illustration Only. Actual and Final Par Amount and Principal Payment Amounts and Dates are subject to change.

(RESERVED)
(FORM OF DOCUMENTS, IF NECESSARY)

Appendix B – Additional Data

The information contained herein should not be construed as representing all conditions affecting the Port or the Agreement. Additional information may be obtained from the Port’s Municipal Advisor. Direct contact with the Port is prohibited. The statements relating to the Resolution and Agreement are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The Port and Municipal Advisor do not guarantee all estimates, assumption, statistical information and other statements contained herein, while taken from sources considered reliable. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not representations of fact.

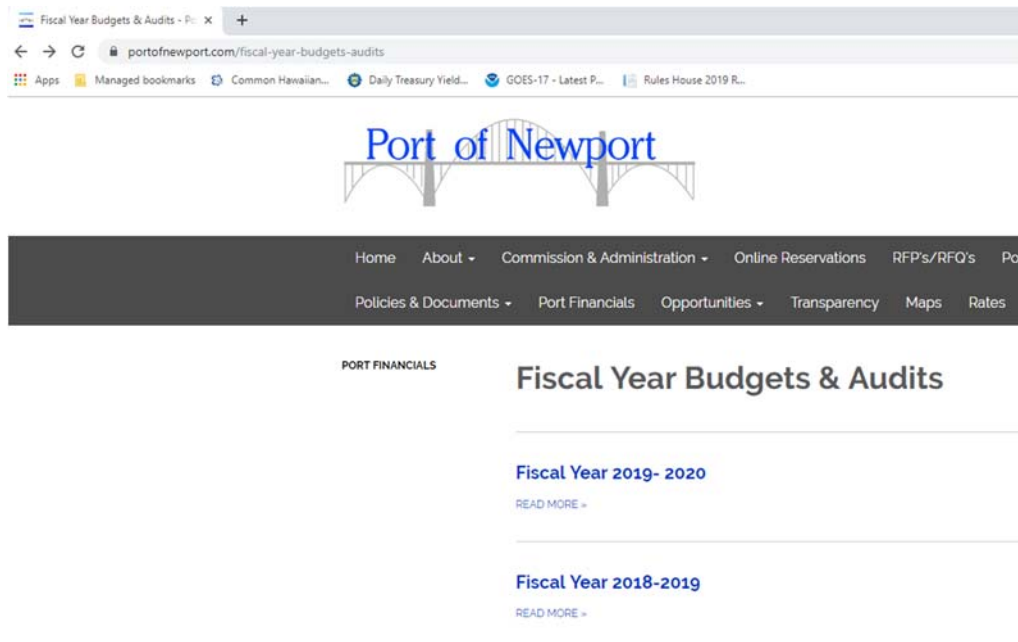
The information assembled herein is not to be construed as a contract with the Lender or holder of the Agreement and such information is being provided solely for the purpose of providing basic information about the Port.

Financial Statements and Budgets:
Audited Financial Statements can be located on the:
Oregon Secretary of State website



<https://secure.sos.state.or.us/muni/public.do>

Adopted Budgets for the Port be located on the:
Port website



<https://www.portofnewport.com/fiscal-year-budgets-audits>

DEBT AND FINANCIAL OBLIGATIONS

Debt Management

The Port has always promptly made principal and interest payments on its outstanding bonds and other indebtedness when due. Additionally, no obligations, bonds or other forms of indebtedness have been issued for the purpose of preventing an impending default or for operational purposes.

Debt Limitation

Limited Tax Debt. Ports may pledge their full faith and credit for “limited tax bonded indebtedness” or “full faith and credit obligations”. As noted below, the Oregon Constitution and Statutes limit the amount of limited tax bonded indebtedness that a county may issue. Full faith and credit obligations can take the form of bonds, certificates of participation, notes or capital leases. Collection of property taxes to pay principal and interest on such limited tax debt is subject to the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. The Refunding Bonds are not a full faith and credit obligation subject to these limitations.

General Obligation Bonds.

Oregon Revised Statutes 287A.100 provides that unless the county charter provides a lesser limitation, a county may not issue or have outstanding at the time of issuance general obligation bonds in a principal amount that exceeds two percent of the real market value of the taxable property in the Port.

Short-Term Borrowing

The County currently has no short-term indebtedness.

Long-Term Borrowing

Future Debt Plans

The Port currently has no plans to issue additional debt in the next 12 months.

REVENUE SOURCES

The Port’s revenues are derived from _____ . Available
revenue pledged to the

_____.

Property Taxes

Most local governments, school districts, education service districts and community college districts ("local governments") have permanent authority to levy property taxes for operations ("Permanent Rates") up to a maximum rate (the "Operating Tax Rate Limit"). Local governments that have never levied property taxes may request that the voters approve a new Operating Tax Rate Limit. **The County’s permanent tax rate is \$1.7160/\$1,000 of assessed value.**

Local governments may not increase their Operating Tax Rate Limits; rather they may only request that voters approve limited term levies for operations or capital expenditures ("Local Option Levies") or levies to repay general obligation bonded indebtedness ("General Obligation Bond Levies").

Local Option Levies that fund operating expenses are limited to five years, and Local Option Levies that are dedicated to capital expenditures are limited to ten years. **The County does have a Public Safety local option levy in the amount of 0.4250/\$1,000 which was approved during the May 2019 Special Election. This was a renewal of a previously expiring Public Safety local option levy in the amount of \$0.3303/1,000.**

Local governments impose property taxes by certifying their levies to the county assessor of the county in which the local government is located. Property taxes ordinarily can only be levied once each Fiscal Year. The local government ordinarily must notify the county assessor of its levies by July 15.

Valuation of Property – Real Market Value. "Real Market Value" is the minimum amount in cash which could reasonably be expected by an informed seller acting without compulsion, from an informed buyer acting without compulsion, in an "arms-length" transaction during the period for which the property is taxed.

Property subject to taxation includes all privately owned real property (land, buildings and improvements) and personal property (machinery, office furniture and equipment) for non-residential taxpayers. There is no property tax on household furnishings (exempt since 1913), personal belongings, automobiles (exempt since 1920), crops, orchards, business inventories or intangible property such as stocks, bonds or bank accounts, except for centrally assessed utilities, for which intangible personal property is subject to taxation.

Property used for charitable, religious, fraternal and governmental purposes is exempt from taxation. Special assessments that provide a reduction in the taxable Real Market Value may be granted (upon application) for veterans’ homesteads, farm and forest land, open space and historic buildings. The Real Market Value of specially assessed properties is often called the "Taxable Real Market Value" or "Measure 5 Real Market Value." The assessment roll, a listing of all taxable property, is prepared as of January 1 of each year.

Valuation of Property – Assessed Value

Property taxes are imposed on the assessed value of property. The assessed value of each parcel cannot exceed its Taxable Real Market Value, and ordinarily is less than its Taxable Real Market Value. The assessed value of property was initially established in 1997 as a result of a constitutional amendment. That amendment (now Article XI, Section 11, often called "Measure 50") assigned each property a value and limited increases in that assessed value to three percent per year, unless the property is improved, rezoned, subdivided, or ceases to qualify for exemption. When property is newly constructed or reassessed because it is improved, rezoned, subdivided, or ceases to qualify for exemption, it is assigned an assessed value that is comparable to the assessed value of similar property.

The Oregon Department of Revenue ("ODR") appraises and establishes values for utility property, forestland and most large industrial property for county tax rolls. It collects taxes on harvested timber for distribution to schools, county taxing districts, and State programs related to timber. Certain properties, such as utilities, are valued on the unitary valuation approach. Under the unitary valuation approach, the taxpaying entity's operating system is defined and a value is assigned for the operating unit using the market value approach (cost, market value and income appraisals). Values are then allocated to the entities' operations in Oregon, and then to each county the entity operates in and finally to site locations.

Generally speaking, industrial properties are valued using an income approach, but ODR may apply additions or retirements to the property value through a cost of materials approach. Under the income and cost of materials approaches, property values fluctuate from year-to-year.

Tax Rate Limitation – Measure 5

A tax rate limitation was established in 1990 as the result of a constitutional amendment. That amendment (now Article XI, Section 11b, often called "Measure 5") separates property taxes into two categories: one to fund the public school system (kindergarten through grade twelve school districts, education service districts and community college districts, collectively, "Education Taxes") and one to fund government operations other than the public school system ("General Government Taxes"). Education Taxes are limited to \$5 per \$1,000 and General Government taxes are limited to \$10 per \$1,000 of the Taxable Real Market Value of property (the "Measure 5 Limits"). If the taxes on a property exceed the Measure 5 Limit for Education or General Government, then tax rates are compressed to the Measure 5 Limit. Local Option Levy rates compress to zero before there is any compression of Permanent Rates. **In Fiscal Year 2018-19, there is an expected \$_____ compression loss due to Article XI, Section 11b.**

Taxes imposed to pay the principal and interest on the following bonded indebtedness are not subject to Measure 5 Limits: (1) bonded indebtedness authorized by a specific provision of the Oregon Constitution; and (2) general obligation bonded indebtedness incurred for capital costs approved by the electors of the issuer and bonds issued to refund such bonds. **Property taxes imposed which may be pledged to pay the Agreement ARE subject to the limitations of Article XI, Sections 11 and 11b.**

In 2007, the Oregon Supreme Court determined that taxes levied by general purpose governments (such as cities and counties) may be subject to the \$5 per \$1,000 limit if those taxes are used for educational services provided by public schools.

Property Tax Collections

Each county assessor is required to deliver the tax roll to the county tax collector in sufficient time to mail tax statements on or before October 25th each year. All tax levy revenues collected by a county for all taxing districts within the county are required to be placed in an unsegregated pool, and each taxing district shares in the pool in the same proportion as its levy bears to the total of all taxes levied by all taxing districts within the county. As a result, the tax collection record of each taxing district is a *pro-rata* share of the total tax collection record of all taxing districts within the county combined.

Under the partial payment schedule, taxes are payable in three equal installments on the 15th of November, February and May of the same Fiscal Year. The method of giving notice of taxes due, the county treasurer's account for the money collected, the division of the taxes among the various taxing districts, notices of delinquency, and collection procedures are all specified by detailed statutes. The lien for property taxes is prior to all other liens or encumbrances of any kind on real or personal property subject to taxation. By law, a county may not commence foreclosure of a tax lien on real property until three years have passed since the first delinquency.

A Senior Citizen Property Tax Deferral Program (1963) allows certain homeowners to defer taxes until death or sale of the home. A similar program is offered for Disability Tax Deferral (2001), which does not have an age limitation.

The following tables represent historical tax information for the County.

The following tables presents the Fiscal Year 2018-19 tax rates for the Port and other taxing jurisdictions within Lincoln County that overlap the County. The County's Operating Tax Rate Limit is \$_____ per \$1,000 of assessed property value. The Operating Tax Rate Limit was calculated in conjunction with the implementation of Measure 50 in 1997. The Permanent Rates shown in the following table are the rates that are actually applied to the assessed value of the taxing district. The Permanent Rates may be different from the Operating Tax Rate Limit of the taxing district due to the decision by the taxing district to levy less than its Operating Tax Rate Limit.

The following tables contain information concerning major taxpayers in Lincoln County. Tax amounts are the total taxes paid by the taxpayer within the boundaries of the specific taxing jurisdiction. These amounts are distributed to individual local governments by the County. A breakdown of amounts paid to each individual local government is not available.

Appendix C Form of Agreement



PHONE: 503-402-1320
FAX: 503-402-1331

200 SOUTHWEST MARKET STREET
PORTLAND, OR 97201
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

August 22, 2019

Via Email: pmiranda@portofnewport.com
Ms. Paula Miranda
General Manager
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365

Dear Ms. Miranda:

Thank you for considering Hawkins Delafield & Wood LLP as Bond Counsel to the Port of Newport (the “District”) in connection with the issuance of its taxable general obligation refunding bonds (the “Bonds”). We would be honored to serve as bond counsel to the District and submit for your approval the following provisions governing our engagement for the Bonds. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. We are available to answer any questions that you may have concerning these provisions, or any modifications that you may wish to suggest. We at Hawkins are pleased to have the opportunity to serve the District.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the District. We will be engaged hereunder to render legal advice to the District as its bond counsel in connection with the issuance of the Bonds, including the following:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and excludability of interest on the Bonds from gross income for federal and state of issue income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
- (3) Assist the District in seeking from other governmental authorities such approvals, permissions, and exemptions as are necessary or appropriate in

connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings.

- (4) Review and respond to specific legal issues raised by the District that relate to and arise out of the District's structuring of the Bond issue.
- (5) Prepare election proceedings.
- (6) Assist the District in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (7) Draft the continuing disclosure undertaking of the District.

Our Bond Opinion will be addressed to the District and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the District, any credit enhancer of or liquidity provider for the Bonds, the trustee for the Bonds, and the underwriters of the Bonds, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the District and all other participants in the transaction with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the District to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that the District will direct members of its staff and other employees to cooperate with us in this regard. Our duties in this engagement are limited to those expressly set forth above.

Among other things, our duties do not include:

- (a) Assisting in the preparation of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investments surveys with respect to the Bonds.

- (d) Except as described in paragraph (2) above, drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation such as contested validation proceedings.
- (f) Making an investigation or expressing any view as to the creditworthiness or financial strength of the District or any other party being or having been contracted with by the District or the Bonds.
- (g) Except as described above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

It is expressly agreed that the District shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the District no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing their obligations relating thereto.

In expressing its Bond Counsel opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Bonds, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the issuer.

It is also expressly agreed that (i) our client for purposes of this representation is the District and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the District or in which the District has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the District or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the District's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the District in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.*

At the District's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.*

After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative District or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the District during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.*

We will charge the District a fixed fee for our bond counsel services that will be determined by mutual agreement once the schedule and type of issuance is determined. Such fees will be paid from Bond proceeds at Closing and will not be due if the issue does not close.

Fees and expenses of others (such as consultants, appraisers and other counsel retained by you) will not be paid by us, and should be billed directly to you. Arrangements for billing and payment for services of others should be made between you and the other parties.

Fee arrangements for future transactions will be negotiated at the time of the engagement.

6. *Attorney-Client Privilege.*

In recent years, several courts have said that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The District agrees that any communications between the lawyers and staff working on the District's matter and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

7. *Client Responsibilities.* The District agrees to cooperate fully with us and to provide promptly all information known or available to the District relevant to our representation. The District also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

8. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties, and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the District. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

HAWKINS DELAFIELD & WOOD LLP



By Ann L. Sherman

cc: Mark A. Brown, Director of Finance and Business Services

Agreed and Accepted:

Port of Newport

By: _____

Title: _____

Date: _____



PHONE: 503-402-1320
FAX: 503-402-1331

200 SOUTHWEST MARKET STREET
PORTLAND, OR 97201
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

August 22, 2019

Via Email: pmiranda@portofnewport.com
Ms. Paula Miranda
General Manager
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365

Dear Ms. Miranda:

Thank you for selecting Hawkins Delafield & Wood LLP as Bond Counsel to the Port of Newport (the “District”) in connection with the issuance of its Taxable Lease Revenue Refunding Bonds (NOAA Project), Series 2019 (the “Bonds”). We would be honored to serve as bond counsel to the District and submit for your approval the following provisions governing our engagement for the Bonds. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. We are available to answer any questions that you may have concerning these provisions, or any modifications that you may wish to suggest. We at Hawkins are pleased to have the opportunity to serve the District.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the District. We will be engaged hereunder to render legal advice to the District as its bond counsel in connection with the issuance of the Bonds, including the following:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and excludability of interest on the Bonds from gross income for federal and state of issue income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
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- (5) Draft the continuing disclosure undertaking of the District.

Our Bond Opinion will be addressed to the District and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the District, any credit enhancer or liquidity provider for the Bonds, the trustee for the Bonds, and the underwriters of the Bonds, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the District and all other participants in the transaction with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the District to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that the District will direct members of its staff and other employees to cooperate with us in this regard. Our duties in this engagement are limited to those expressly set forth above.

Among other things, our duties do not include:

- (a) Assisting in the preparation of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investments surveys with respect to the Bonds.
- (d) Pursuing test cases or other litigation such as contested validation proceedings.
- (e) Making an investigation or expressing any view as to the creditworthiness or financial strength of the District or any other party being or having been contracted with by the District or the Bonds.

- (f) Except as described above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

It is expressly agreed that the District shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the District no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing their obligations relating thereto.

In expressing its Bond Counsel opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Bonds, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the issuer.

It is also expressly agreed that (i) our client for purposes of this representation is the District and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the District or in which the District has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the District or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the District's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the District in connection with the termination.

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otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative District or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the District during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

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7. *Client Responsibilities.* The District agrees to cooperate fully with us and to provide promptly all information known or available to the District relevant to our representation. The District also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

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Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the District. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

HAWKINS DELAFIELD & WOOD LLP



By Ann L. Sherman

cc: Mark A. Brown, Director of Finance and Business Services

Agreed and Accepted:

Port of Newport

By: _____

Title: _____

Date: _____



CONSENT CALENDAR ITEM

DATE: August 12, 2019
RE: NOAA Liebert Air Conditioner Outside Unit
TO: Director of Operations
ISSUED BY: Jim Durkee– NOAA Facilities Manager

BACKGROUND

1. As part of the NOAA lease the port was required to supply and maintain a dedicated air conditioning unit to cool the computers in the server room in the main office building.
2. After eight years of exposure to coastal air the outside portion of the unit is showing excessive signs of corrosion on the coils and could potentially begin to leak.
3. Given the importance of the unit staff recommends replacing it now before catastrophic failure occurs.

PURPOSE, SCOPE AND DETAIL

The Liebert air conditioning unit at the NOAA facility maintains proper temperatures and humidity levels in the main server room. The interior unit is in excellent condition having been maintained regularly by port staff and semi-annually by Liebert technicians.

The exterior part of the system dumps the heat from inside the data room. Although the exterior unit is regularly cleaned and flushed the coastal air has still caused the unit to begin to degrade. There are signs that the coils could rupture causing loss of coolant and risking overheating of the data room.

Rather than waiting for the unit to fail and putting us in an emergency situation port staff requests that we replace the unit now. The new unit will have coated coils which should increase the life expectancy in this environment. The lead time on a new unit with the coated coils is 8 to 9 weeks.

The new exterior unit has to match and communicate with the indoor unit. The Liebert is a proprietary product and only one source is available. If we want to look at other pricing it would have to be to replace the entire system inside and out.

The facility manager is requesting that a purchase be approved in the amount of \$12,040.00 from Vertiv Corporation to supply and install a new exterior unit.

BUDGET IMPLICATIONS

\$12,000.00 was allocated in the 2019/2020 budget under Materials and Services for this item.

RECOMMENDATION

Recommend that the commission move to approve the Purchase of a Liebert Exterior Condensing Unit from Vertiv Corporation in the amount of \$12,040.00.



VERTIVTM

15770 SW Upper Boones Ferry Rd
Lake Oswego, OR 97035
FAX: + 1 971 998 1368
PH: +1 971 998 1367

COMPANY:	Port of Newport	PROPOSAL #:	Q02992192_R1
ATTN:	JIM DURKEE	PAGES:	5
EMAIL:	jim@portofnewport.com	DATE:	Aug 8, 2019
FROM:	MICHAEL BYRD		
PROJECT:	NOAA NEWPORT - CONDENSING UNIT REPLACEMENT - PFH-2992192		

We are pleased to provide our quotation for the following Liebert Mini-Mate2 system for your consideration on this project

One (1) Liebert Model PFH067A-AHN Prop Air Cooled Condensing Unit: 460 Volts 3 Phase 60Hz

- Scroll Compressor with Hot Gas Bypass Capacity Control
- High head pressure switch for system protection
- Starts & Operates at low outdoor temperatures down to -30°F (-34°C)
- Nitrogen holding charge (System is field-charged, with field-supplied R-407C refrigerant)
- SFA #: DC-204000-10
 - Lead-time: 8weeks
 - Unit Affected: Condenser/Drycooler
 - SFA Desc: Condenser and Drycooler Coils coated with Phenolic Heresite P-413 and UC-5509 UV top coat.
 - Var Desc: PFH/PFD high ambient unit.

Services Included:

- Warranty Inspection Included

Part Number/Description	Quantity	Total Price (USD)
TARIFF SURCHARGE: Tariff charges	1	\$268.00

Terms & Conditions:

- Quotation Valid for 30 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertivco.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
- Taxes. Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

Purchase Orders must include the following:

1. Quote Number / Date : Q##### / mm-dd-yyyy
2. Pay to: **Vertiv Corporation**
c/o Vertiv, Portland Sales Office
1050 Dearborn Drive
Columbus, OH 43085
3. Ship to Address: <Company Name & Address>
4. Bill to Address: <Company Name & Address>
5. Terms: **NET 30**
6. PO \$ amount
7. Contact for Freight Company to call for delivery: Name, phone number, e-mail address
8. How much time before delivery should the trucker call: 24 or 48 hours? <Choose one>

Clarifications:

- Installation of units are not included and assumed to be completed by Contractor
- Warranty Inspection / Start Up request must be entered 2 weeks prior to desired date.
- Lead time is currently 8-9 weeks for production from issuance of purchase order.
 - o (**Subject to change weekly based on factory production requirements)
 - o Expect 5-7 additional days for transport from Factory to Destination

Total Price (Including Freight to Newport, OR)

\$ 12,040

Feel free to call if you have any questions about this proposal

Thank you for your consideration of Liebert products and services.

Michael Byrd

Michael Byrd
Sr. Account Executive

Mobile: 503-713-8490, Office: 971-998-1372, Email: michael.byrd@vertiv.com

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. As permitted by law, all purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessory services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall

carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELL PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

27. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS

Warrantor: Vertiv Corporation (referred to herein as "Vertiv") offers the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Thermal Management Products

Terms of Limited Warranty:

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv's final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period: A period of one (1) year from a valid, documented Product warranty inspection performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If Product warranty inspection is not performed, the Warranty Period is thirteen (13) months from the date of purchase by the original end-user.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Vertiv Product and which are assignable, but Vertiv makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact their local Vertiv representative and provide all material information relating to such alleged defect. User may contact Vertiv at (800) 543-2378 for local Vertiv representative information.

Vertiv, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Vertiv or its representative's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and parts thereof replaced under this Warranty become the property of Vertiv.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Vertiv's recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Drive packages and heat exchangers in certain Thermal Management Products are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Vertiv and/or its authorized representatives. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Vertiv officer.

Other Limitations

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.



S T A F F R E P O R T

D A T E: July 15, 2019
RE: Men's and Women's Shower Building Siding, South Beach
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Men's and Women's Shower Building in South Beach still needs new siding. The old siding is cedar, and is in serious need of replacement.

BUDGET IMPLICATIONS

The Port has budgeted \$50,000 for building maintenance in South Beach, and after the recent paint job on the central restrooms, there is still room in the budget to get this work completed.

ALTERNATIVES

We could leave the siding in its current state, but we will risk damage to the sheeting underneath the longer the project is delayed.

RECOMMENDATIONS

I recommend a motion to authorize the General Manager to contract with L&R Construction to paint the House of Spirits and central restroom complex in South Beach, not to exceed \$19,679.

BEST VALUE ANALYSIS: Marina Mens and Womens Shower Siding			
Company	Trevillian Construction	L&R Construction	Ted Lieder Construction
Contact	Ron Trevillian	Ken Layton	Ted Leider
Phone	541-563-4496	541-272-1927	541-264-8386
Email		LnRconstruction@gmail.com	
Criteria			
Total Cost	28,800.00	19,679.00	
			Called and left message on 7-10-19
Notes	Remove old siding and repair any dry rot and install new siding haul away all construction debris.	Remove old siding and repair any dry rot and install new siding haul away all construction debris.	Remove old siding and repair any dry rot and install new siding haul away all construction debris.

**PORT OF NEWPORT RESOLUTION
NO. 2019-11**

A RESOLUTION DESIGNATING BANK ACCOUNTS AND AUTHORIZING CHECK SIGNERS

WHEREAS, the Port of Newport is a port organized under ORS 777; and

WHEREAS, ORS 777.405 states money of a port shall be deposited in one or more banks designated by the Board of Commissioners. Funds shall be withdrawn only when previously ordered by the Board upon a check signed and countersigned by such persons as may be authorized by resolution of the Board; and

WHEREAS, By-laws for the Port of Newport Board of Commissioners Sec. 17(A) states that all Commissioners are eligible to sign checks upon approval; and

WHEREAS, Resolution 2018-15 approved September 25, 2018 was the last resolution authorizing check signers; and

WHEREAS, Stewart Lamerdin resigned as Port Commissioner, Position #3;

WHEREAS, Teri Dresler is no longer Interim General Manager of the Port; and

WHEREAS, Paula Miranda was hired as General Manager of the Port and Mark Brown was hired as Director of Finance and Business Operations of the Port;

NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Authorized Signers. The Commission authorizes the five members of the Port of Newport Board of Commissioners, the General Manager, the Director of Operations, and the Director of Finance and Business Operations to be signers on designated bank accounts.

- A. Walter ChuckPosition #1
- B. Sara SkamserPosition #2
- C. Jeff LackeyPosition #4
- D. James M. Burke.....Position #5
- E. Paula J. Miranda General Manager
- F. Mark A. Brown Director of Finance and Business Operations
- G. Aaron BretzDirector of Operations

Section 2. Rescission. The Commission hereby rescinds authorization for the following to be signers on designated bank accounts.

- A. Stewart Lamerdin (former Commissioner)
- B. Teri Dresler (former Interim General Manager)
- C. Mark Harris (Accounting Supervisor)
- D. All previous check signers not listed in Section 1 above.

Section 3. Designated Bank Accounts. The Commission designates the following bank accounts:

A. Oregon Coast Bank

- 1. Operating Checking.....General
- 2. General Money MarketGeneral
- 3. Operating Checking.....NOAA
- 4. Capital Reserve Money MarketNOAA
- 5. Revenue Bond Reserve Money Market.....NOAA
- 6. Assignment of Deposits.....NOAA
- 7. Operating Checking.....Construction

B. Columbia Bank

- 1. Interest CheckingGeneral

C. Umpqua Bank

- 1. Money Market.....NOAA
- 2. Money MarketFacilities Maintenance

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 27th day of August, 2019.

ATTEST:

Sara Skamser , President

Walter Chuck, Secretary/Treasurer



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41161	ACE Hardware			
05/22/2019	471/1		Service kits, tube, and slime for weed eaters	Commercial Marina	35.97
					<u>35.97</u>
06/24/2019	41162	Airgas USA			
05/20/2019	9088954777		Cutoff and wire wheels and safety glasses for PD5 dock brackets	Commercial Marina	80.94
05/22/2019	9089053255		Cutoff and grinding wheels for PD5 dock brackets	Commercial Marina	93.24
05/23/2019	9089102126		Fill acetylene tank for PD5 dock brackets	Commercial Marina	112.46
05/28/2019	9089203949		Rubber gloves	International Terminal	34.50
					<u>321.14</u>
06/24/2019	41163	Alsco			
05/01/2019	LPOR2311351		Shop towels, shirt, and mats	Administration	34.43
05/03/2019	LPOR2312874		SB mats	South Beach:SB Admin	67.67
05/08/2019	LPOR2315252		Shop towels, shirt, and mats	Administration	34.43
05/10/2019	LPOR2316836		SB mats	South Beach:SB Admin	67.67
05/15/2019	LPOR2319158		Shop towels, shirt, and mats	Administration	34.43
05/17/2019	LPOR2320844		SB mats	South Beach:SB Admin	67.67
05/22/2019	LPOR2323179		Shop towels, shirt, and mats	Administration	34.43
05/24/2019	LPOR2324924		SB mats	South Beach:SB Admin	67.67
05/29/2019	LPOR2327256		Shop towels, shirt, and mats	Administration	34.43
05/31/2019	LPOR2328860		SB mats	South Beach:SB Admin	67.67
					<u>510.50</u>
06/24/2019	41164	Alsea Bay Power Products			
06/13/2019	290814		Weedeater tension strings	South Beach:SB Operations	20.00
					<u>20.00</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41165	Amazon Capital Services			
05/27/2019	1W73-D149-CWM9		Computer monitor for shop office	International Terminal	149.99
			Shipping	International Terminal	12.77
05/30/2019	1KW9-NL41-3TGW		Push button pendant stations for hoist	Commercial Marina	356.10
					<u>518.86</u>
06/24/2019	41166	Employee			
05/31/2019	Reimburse 5/19		Mileage reimbursement	Administration	14.79
					<u>14.79</u>
06/24/2019	41167	Barrelhead Supply			
05/06/2019	268880		Pvc pipe and fittings for Annex sewer vent line repair	South Beach:SB Operations	19.10
05/09/2019	269175		Concrete bits and anchors for barricades	South Beach:SB Operations	34.93
05/10/2019	269209		Galvanized plugs for fish dumpsters	South Beach:SB Operations	65.52
05/15/2019	269418		Gloves	Commercial Marina	83.88
05/23/2019	269873		Pipe for dock waterlines	Commercial Marina	3.90
05/31/2019	270250		Dust masks for painting electric cart	South Beach:SB Operations	22.99
					<u>230.32</u>
06/24/2019	41168	Business Oregon - OBDD	Loan payment for July 2019		
06/18/2019	655-36-02Q1001 7-19		Principle for July 2019	International Terminal	5,319.60
			Interest for July 2019	International Terminal	2,480.40
					<u>7,800.00</u>
06/24/2019	41169	Carson Oil Co			
05/31/2019	CP-00199389		Fuel	Administration	49.41
			Fuel	International Terminal	116.15
					<u>165.56</u>
06/24/2019	41170	City of Newport Water/Sewer			
05/31/2019	172421.00-05-19		Water and sewer for RV Dump Station	South Beach:Main RV Park	65.20
					<u>65.20</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41171	Coastal Paper & Supply			
05/07/2019	558777		Paper products and cleaning supplies	South Beach:SB Operations	434.44
			Shipping	South Beach:SB Operations	4.00
05/14/2019	559114		Paper products and cleaning supplies	South Beach:SB Operations	357.36
			Shipping	South Beach:SB Operations	4.00
05/21/2019	559483		Paper products and cleaning supplies	South Beach:SB Operations	410.94
			Shipping	South Beach:SB Operations	4.00
05/29/2019	559788		Paper products and cleaning supplies	South Beach:SB Operations	494.52
			Shipping	South Beach:SB Operations	4.00
					<u>1,713.26</u>
06/24/2019	41172	Coastal Refrig Heating & AC			
06/03/2019	1187-10942		Semi-annual HVAC maintenance	South Beach:SB Operations	280.00
					<u>280.00</u>
06/24/2019	41173	Copeland Lumber Yards			
05/07/2019	1905-224142		Caulking gun and black tape for forklift window repair	Commercial Marina	19.39
05/17/2019	1905-229777		SS screws for docks	Commercial Marina	150.00
			Freight	Commercial Marina	9.71
05/17/2019	1905-229853		Sandpaper for electric cart	South Beach:SB Operations	21.90
					<u>201.00</u>
06/24/2019	41174	Creative Landscape & Maint			
05/31/2019	1145-780 5/19		Landscape maintenance	Administration	495.00
					<u>495.00</u>
06/24/2019	41175	Design Space			
06/28/2019	1083544-IN		Customs office lease	Administration	217.00
					<u>217.00</u>
06/24/2019	41176	Direct TV	VOID		0.00



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41177	Doug's Electric			
06/13/2019	C34563F		Replace panel box w/stainless steel box on E Dock	South Beach:SB Operations	5,000.00
					<u>5,000.00</u>
06/24/2019	41178	Englund Marine Supply			
05/13/2019	759661		6" block for hoist	Commercial Marina	101.60
05/14/2019	759687		Raingear - Employee	Commercial Marina	150.73
05/14/2019	759694		SS rod, snubbers, and rubber bands for tote tipper	Commercial Marina	18.37
05/14/2019	759723		Repair supplies for hoist	Commercial Marina	77.43
05/15/2019	939940		Snubbers and ss rod for tote tipper	Commercial Marina	58.66
05/16/2019	759814		Snubbers for tote tipper	Commercial Marina	21.76
05/20/2019	759977		SS bolts and washers for PD5	Commercial Marina	31.30
05/20/2019	759981		Galvanized hardware for PD5	Commercial Marina	12.88
05/21/2019	940121		Boots - Employee	Commercial Marina	139.23
05/21/2019	760051		Hardware for tote tipper	Commercial Marina	7.24
05/23/2019	760182		Electrical tape	International Terminal	6.60
05/24/2019	760233		90' cable and swage duplex sleeve for swing hoist	Commercial Marina	76.90
					<u>702.70</u>
06/24/2019	41179	Fastenal Company			
06/05/2019	ORNEW135211		Hole saw	Administration	81.15
					<u>81.15</u>
06/24/2019	41180	Fred Meyer			
04/19/2019	124889		Lunch for safety meeting	Administration	32.48
05/31/2019	124858		Thumb drives	Administration	59.96
					<u>92.44</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41181	G & K Floors	Janitorial services - Port office, SB and Customs trailer		
06/21/2019	070119		Janitorial services - SB	South Beach:SB Admin	3,760.00
			Janitorial services - Customs trailer	Administration	120.00
			Janitorial services - Port office	Administration	200.00
					<u>4,080.00</u>
06/24/2019	41182	Halco Welding			
06/01/2019	70689		Square tube for tote tipper	Commercial Marina	37.00
					<u>37.00</u>
06/24/2019	41183	HR Answers			
06/10/2019	42659		Professional services - job descriptions	Administration	2,212.00
					<u>2,212.00</u>
06/24/2019	41184	Industrial Welding Supply			
05/22/2019	41175		Center punches	Maintenance Dept	20.08
					<u>20.08</u>
06/24/2019	41185	James Staats	Refund RV - cancelled reservations		
06/14/2019	7576777/50/83		Refund Annex RV - cancelled reservation 7576777	South Beach:Annex	53.43
			Refund Dry Camp RV - cancelled reservation 7576750	South Beach:Dry Camp	37.31
			Refund Annex RV - cancelled reservation 7576783	South Beach:Annex	42.30
					<u>133.04</u>
06/24/2019	41186	Jeff Achen	Refund moorage - sold boat and shortened stay		
06/07/2019	Refund-moorage		3.5 months - annual moorage refund	Commercial Marina	375.69
					<u>375.69</u>
06/24/2019	41187	Employee			
06/21/2019	Reimbursement		Expense reimbursement - hand held depth finder	South Beach:SB Operations	156.16
					<u>156.16</u>
06/24/2019	41188	Keller Supply Company			
09/04/2018	S012192687.001		Plumbing supplies for showers - exchange	South Beach:SB Operations	3.57
					<u>3.57</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41189	LazerQuick			
05/21/2019	46467		RV Park water shutoff maps	South Beach:SB Operations	57.88
					<u>57.88</u>
06/24/2019	41190	Lincoln County Clerk			
06/13/2019	Election		Special Election costs - May 21, 2019	Administration	3,481.00
					<u>3,481.00</u>
06/24/2019	41191	Lincoln County Public Works			
05/31/2019	5960		Fuel for trucks - SB	South Beach:SB Operations	350.24
			Fuel for trucks - Maint	Maintenance Dept	86.17
			Fuel for trucks - CM	Commercial Marina	50.93
					<u>487.34</u>
06/24/2019	41192	Lincoln Glass			
06/12/2019	56520		Replacement screens for NIT office	International Terminal	50.00
					<u>50.00</u>
06/24/2019	41193	National Business Solutions			
06/11/2019	IN60869		IT contract charge plus Symantec	Administration	996.46
					<u>996.46</u>
06/24/2019	41194	Neopost USA	Postage machine rental and postage		
06/11/2019	60368887		Postage machine rental	Administration	172.32
			Postage	Administration	400.00
					<u>572.32</u>
06/24/2019	41195	Newport News-Times			
05/31/2019	102501 5/31		Budget meeting notice	Administration	
			Travel Newport ad	South Beach:SB Admin	843.88
					<u>843.88</u>
06/24/2019	41196	Newport Rental Service			
05/31/2019	100755		Riding mower	International Terminal	1,799.98
					<u>1,799.98</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41197	Newport Signs			
06/05/2019	9927		Charter notice signs	South Beach:SB Operations	280.00
06/12/2019	2917		Fireworks prohibited warning signs	Commercial Marina	258.00
			Fireworks prohibited warning signs	South Beach:SB Operations	258.00
06/18/2019	2928		Public Fishing Pier sign and installation	South Beach:SB Operations	1,436.00
					<u>2,232.00</u>
06/24/2019	41198	North Coast Electric Company			
05/20/2019	S9342311.001		30 - 30 amp breakers	Commercial Marina	126.00
			Freight	Commercial Marina	21.99
05/28/2019	S9342311.002		50 - 50 amp receptacles	Commercial Marina	503.50
			Freight	Commercial Marina	18.08
					<u>669.57</u>
06/24/2019	41199	NW Natural			
06/17/2019	1584561-3 6-19		SB gas - Shop	South Beach:SB Operations	77.00
06/17/2019	1584562-1 6-19		SB gas	South Beach:Main RV Park	71.23
					<u>148.23</u>
06/24/2019	41200	Ram Steelco			
05/21/2019	531561		Flat steel bar for dock brackets	Commercial Marina	317.25
					<u>317.25</u>
06/24/2019	41201	Road & Driveway			
05/22/2019	9000038-IN		Repairing pot holes in brewery and dry camping lot	South Beach:SB Operations	3,120.16
					<u>3,120.16</u>
06/24/2019	41202	Schneidecker Heating & Air			
05/20/2019	4120		Diagnostic visit for Admin office AC unit repairs	Administration	98.00
					<u>98.00</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41203	SDAO Advisory Services			
06/21/2019	Staff Trng 0819		Board and management training	Administration	150.00
			Board and management training	South Beach:SB Admin	75.00
			Board and management training	South Beach:SB Operations	75.00
			Board and management training	Commercial Marina	75.00
			Board and management training	International Terminal	75.00
06/21/2019	Staff Trng 0819-2		Board and management training	Administration	75.00
					<u>525.00</u>
06/24/2019	41204	Smart Foodservice			
05/07/2019	5410540016982		Shower floor mats	South Beach:SB Operations	133.88
			Breakroom supplies	South Beach:SB Operations	116.93
			Cleaning supplies	South Beach:SB Operations	10.94
05/28/2019	5410540010242		Water	Commercial Marina	71.05
			Mop handles	Commercial Marina	18.66
05/28/2019	5410540024731		Bags for respirators	International Terminal	4.47
			Paper and cleaning supplies	International Terminal	27.05
			Breakroom supplies	International Terminal	66.79
					<u>449.77</u>
06/24/2019	41205	SDIS			
01/01/2019	Gen Liab/Property		Quarterly general liability/property insurance - GF		32,809.91
			Quarterly general liability/property insurance - NOAA		10,907.59
					<u>43,717.50</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41206	Staples			
04/30/2019	2284132051		Copy paper	Administration	54.98
			Tp	Administration	31.00
05/08/2019	2288300811		Staples	South Beach:SB Admin	11.79
05/08/2019	2288301291		Office supplies	South Beach:SB Admin	109.83
05/08/2019	2288336401		Dog treats	South Beach:SB Admin	31.38
05/11/2019	2290200911		Kleenex	Administration	24.99
05/21/2019	2294632731		Pens	Administration	76.76
05/21/2019	2294963831		File folders	Administration	32.99
05/24/2019	2296416811		HDMI to VGA adapter cable	Administration	27.99
05/24/2019	2296594841		Logitech laser pointer	Administration	34.99
05/24/2019	2296596831		Card stock and laminating sleeves	South Beach:SB Admin	268.04
05/29/2019	FC 0519		Credit plan finance charge	Administration	4.06
					<u>708.80</u>
06/24/2019	41207	Stedman, Joshua	Refund moorage - shortened stay		
06/07/2019	Refund Request		Paid 11 days transient moorage, stayed only 7	Commercial Marina	77.23
					<u>77.23</u>
06/24/2019	41208	Suburban Propane			
05/31/2019	1568-103903 5-19		Propane	Commercial Marina	273.38
					<u>273.38</u>
06/24/2019	41209	T & L Septic Tank Service			
06/14/2019	167280		Pump out FWT and NIT holding tanks	International Terminal	450.00
					<u>450.00</u>
06/24/2019	41210	Thompson's Sanitary Service			
05/31/2019	12514 5-2019		Trash disposal	South Beach:SB Operations	3,552.43
05/31/2019	13499 5-2019		Trash disposal	Commercial Marina	1,506.98
05/31/2019	12058 5-2019		Trash disposal	International Terminal	1,236.48
					<u>6,295.89</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/24/2019	41211	TWGW - NAPA Auto Parts			
05/01/2019	865-731886		Bungee cords for dumpster lids	South Beach:SB Operations	99.50
05/17/2019	865-734956		Paint, car soap, pole brush, and masking tape for electric cart	South Beach:SB Operations	129.14
					<u>228.64</u>
06/24/2019	41212	Wiggins Hauling Works			
06/14/2019	2629		Brush cutting and gear shifting	International Terminal	970.00
					<u>970.00</u>
06/24/2019	41213	Xerox Corporation	VOID		
					0.00
06/24/2019	41214	Yaquina Boat Equipment			
05/30/2019	36928		Spray zinc tote tipper	Commercial Marina	376.25
					<u>376.25</u>
06/24/2019	41215	Leisure Interactive			
01/01/2019	22417		Annual software subscription - SB	Administration	6,300.00
					<u>6,300.00</u>
06/25/2019	41216	Alsco			
05/31/2019	LPOR2316051/24030		NIT towels - 5/9/19 - LPOR2316051	International Terminal	22.60
			Finance charge - 5/9/19 - LPOR2316051	International Terminal	6.02
			NIT towels - 5/9/19 - LPOR2324030	International Terminal	22.60
					<u>51.22</u>
06/25/2019	41217	Aalsea Bay Power Products			
06/06/2019	290289		Repair and maintenance for riding mower	South Beach:SB Operations	912.89
					<u>912.89</u>
06/25/2019	41218	Doug's Electric			
06/06/2019	C34543F		Move and add lights in House of Spirits lot	South Beach:SB Operations	658.74
					<u>658.74</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/25/2019	41219	Platt Electric Supply			
04/29/2019	V027835		30 amp breaker for Annex electrical panel	South Beach:SB Operations	20.73
05/08/2019	V110299		Conduit for site lights	South Beach:SB Operations	46.44
			Wire ties and cable nuts	South Beach:SB Operations	8.72
05/14/2019	V153872		Electrical sealer and tester for hoist and outlets	Commercial Marina	60.58
05/24/2019	V233788		30 amp twist locks	International Terminal	100.22
					<u>236.69</u>
06/25/2019	41220	Toyota Lift NW			
05/29/2019	14128585		Field service - inspect brakes and adjust chains	Commercial Marina	575.34
					<u>575.34</u>
06/27/2019	41221	Port of Newport			
06/27/2019	Transfer Funds 2019		Budgeted transfer funds out to FMRF	Administration	17,606.15
					<u>17,606.15</u>
07/19/2019	41222	Fortune	Refund moorage - shortened stay		
06/30/2019	Refund		5-month credit	Commercial Marina	613.30
					<u>613.30</u>
07/22/2019	41223	ACE Hardware			
06/14/2019	561/1		Weedeater blades	Commercial Marina	54.98
06/27/2019	614/1		Small tools and equipment	Commercial Marina	613.71
06/28/2019	617/1		Garden hose splices	International Terminal	93.48
07/02/2019	625/1		Twine to mark off area for fireworks	International Terminal	15.99
07/08/2019	646/1		String trimmer heads	Commercial Marina	59.98
07/09/2019	651/1		Electrical supplies to repair shop electrical box	Commercial Marina	232.17
07/10/2019	653/1		Mag drill box assembly supplies	Maintenance Dept	11.96
					<u>1,082.27</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41224	Airgas USA			
06/13/2019	9089817333		Inserts for welding glasses	Maintenance Dept	5.35
06/18/2019	9089969520		Flapper disks for working on PD5 dock brackets	Commercial Marina	23.62
06/24/2019	9090164722		Small flapper disks for working on PD5 dock brackets	Commercial Marina	35.15
07/03/2019	9090526102		Torch tip to work on forklift removable ball	International Terminal	13.77
					<u>77.89</u>
07/22/2019	41225	Alan Brown Tire Center			
05/14/2019	72500355304		Replace ball joints on Ford pickup	South Beach:SB Operations	515.93
05/28/2019	72500357029		Forklift tires	Commercial Marina	315.23
06/10/2019	72500358916		Tire for golf cart	South Beach:SB Operations	61.99
06/28/2019	72500361807		New tires for F-150	Commercial Marina	599.92
					<u>1,493.07</u>
07/22/2019	41226	Alsco			
06/05/2019	LPOR2330972		SB mats	South Beach:SB Admin	34.43
06/07/2019	LPOR2336452		Shop towels, shirt, mats	Administration	67.67
06/12/2019	LPOR2334888		SB mats	South Beach:SB Admin	34.43
06/14/2019	LPOR2332734		Shop towels, shirt, mats	Administration	67.67
06/19/2019	LPOR2338651		SB mats	South Beach:SB Admin	34.43
06/21/2019	LPOR2340314		Shop towels, shirt, mats	Administration	67.67
06/26/2019	LPOR2342627		SB mats	South Beach:SB Admin	34.43
06/28/2019	LPOR2344252		Shop towels, shirt, mats	Administration	67.67
					<u>408.40</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41227	Amazon Capital Services			
06/13/2019	1PRV-XJW4-3PPN		Anti-fog safety glasses	South Beach:SB Operations	33.00
06/16/2019	1VRN-66X6-DGVY		Ethernet network switch for shop computers	South Beach:SB Operations	17.99
			Freight	South Beach:SB Operations	5.99
06/18/2019	1XTR-RJR4-31LW		Adding machine tape, headphones, and highlighters	Administration	45.66
06/19/2019	1KPX-QKYX-KRD1		Hinges for Marina Store freezer door	LP:South Beach	93.36
06/19/2019	1M4J-M773-HTN6		Brochure holders	South Beach:SB Admin	94.95
			Coaxial cable connectors	South Beach:SB Operations	13.98
06/20/2019	1DK3-9FQW-KPJX		Case of paper towels	Administration	72.50
06/23/2019	1JHJ-LMMY-9YY3		Test televisions for RV Park cable	South Beach:SB Operations	249.90
06/27/2019	1RKW-Y9GH-14QJ		Replacement postage meter ink cartridge	Administration	59.95
07/02/2019	1GXQ-Q7WX-J37H		Cleaning supplies - alcohol swabs and nitrile gloves	Commercial Marina	25.16
			Maintenance supplies - rat bait	Commercial Marina	21.16
07/03/2019	14C6-PWCJ-QT4P		Shop vacuum	Commercial Marina	111.49
07/03/2019	17L7-3WC9-464H		Offset screws for sign	South Beach:SB Operations	12.99
			Freight	South Beach:SB Operations	5.99
07/04/2019	17L7-3WC9-MM9P		Highlighters	Administration	6.98
07/04/2019	11WL-TDFD-DJ3P		Abrasive tape for waterline repair	South Beach:SB Operations	12.41
07/08/2019	1GYJ-TDDW-YRGG		File folders and highlighters	Administration	131.42
07/10/2019	1T3N-1T9G-K3JX		Suggestion boxes and cards	Administration	125.84
07/11/2019	1T3N-1T9G-PKGD		Printer toner, post-its, and file folders	Administration	130.48
					<u>1,271.20</u>
07/22/2019	41228	Employee			
07/02/2019	Reimburse 6/19		Mileage reimbursement	Administration	15.95
					<u>15.95</u>
07/22/2019	41229	ArchiveSocial			
07/13/2019	8072		Annual subscription for social media archiving	Administration	2,388.00
					<u>2,388.00</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41230	Arcxis			
06/29/2019	1000586		Test and certify dock hoists	International Terminal	1,008.53
			Test and certify dock hoists	Commercial Marina	1,838.53
					<u>2,847.06</u>
07/22/2019	41231	Barrelhead Supply			
06/20/2019	271313		Spray paint for utility cart	South Beach:SB Operations	29.94
06/28/2019	271782		Wheelbarrows, hoses, and small tools	Commercial Marina	619.43
					<u>649.37</u>
07/22/2019	41232	Builders FirstSource			
06/05/2019	40378436		Sander and sandpaper	South Beach:SB Operations	138.96
					<u>138.96</u>
07/22/2019	41233	Cardinal Services			
06/11/2019	1166837		Wages for temp services	South Beach:SB Operations	975.52
06/14/2019	1166965		Wages for temp services	South Beach:SB Admin	1,157.45
06/28/2019	1167597		Wages for temp services	South Beach:SB Admin	1,301.18
06/28/2019	1167716		Wages for temp services	South Beach:SB Operations	1,568.00
07/15/2019	1168374		Wages for temp services	South Beach:SB Admin	1,520.57
			Wages for temp services - OT	South Beach:SB Admin	499.40
			Wages for temp services	South Beach:SB Operations	1,411.20
			Wages for temp services - OT	South Beach:SB Operations	264.60
					<u>8,697.92</u>
07/22/2019	41234	Century Link			
07/05/2019	5412657758840B-7/19		Telephone	Administration	207.94
07/05/2019	5412659651245B-7/19		Telephone	International Terminal	199.05
					<u>406.99</u>
07/22/2019	41235	CenturyLink - Business Service			
06/30/2019	1471661071		Telephone	Administration	49.03
					<u>49.03</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41236	Chase - Visa			
06/10/2019	Intuit QuickBooks		Annual software renewal 2019	Administration	3,581.00
06/24/2019	Ntl Crime Search		Pre-employment background check	Administration	64.95
					<u>3,645.95</u>
07/22/2019	41237	Chemsearch FE			
06/27/2019	3592383		Yield aerosol penetrating release agent	South Beach:SB Operations	355.70
					<u>355.70</u>
07/22/2019	41238	City of Newport Room Tax			
06/30/2019	June 2019 Room Tax		Transient room tax - June 2019	South Beach:Main RV Park	7,427.66
					<u>7,427.66</u>
07/22/2019	41239	City of Newport Water/Sewer			
06/30/2019	172421.00-06-19		Water and sewer for RV Dump Station	South Beach:Main RV Park	75.33
06/30/2019	94861.00-06-19		Water on G and H docks	South Beach:SB Marina	238.40
					<u>313.73</u>
07/22/2019	41240	Coastal Paper & Supply			
06/11/2019	560436		Paper products and cleaning supplies	South Beach:SB Operations	493.02
			Shipping	South Beach:SB Operations	4.00
06/25/2019	561058		Paper products and cleaning supplies	South Beach:SB Operations	411.64
			Shipping	South Beach:SB Operations	4.00
					<u>912.66</u>
07/22/2019	41241	Coastal Refrig Heating & AC			
06/06/2019	1187-11161		Replace Marina Store outdoor condensing unit and gaskets	South Beach:SB Operations	5,098.20
					<u>5,098.20</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41242	CoastCom			
06/14/2019	0299000117 07-19		Internet - July 2019	South Beach:SB Admin	1,039.52
			Internet - July 2019	Administration	500.00
07/15/2019	0299000117 08-19		Internet - Aug 2019	South Beach:SB Admin	1,039.52
			Internet - Aug 2019	Administration	500.00
					<u>3,079.04</u>
07/22/2019	41243	Copeland Lumber Yards			
06/24/2019	1906-250197		Lumber for signs	International Terminal	13.60
					<u>13.60</u>
07/22/2019	41244	Creative Landscape & Maint			
06/30/2019	1145-792 6/19		Landscape maintenance	Administration	495.00
					<u>495.00</u>
07/22/2019	41245	OR DEQ			
06/20/2019	USTC19-1165		Fuel dock cleanup 2014 admin fees	South Beach:SB Operations	532.79
07/09/2019	WQ20STM-0488		Storm Water General Permit 113354 GEN12CA	Administration	1,080.00
					<u>1,612.79</u>
07/22/2019	41246	Design Space			
07/05/2019	1087099-IN		Temporary office rental	Administration	877.00
					<u>877.00</u>
07/22/2019	41247	Direct TV			
06/26/2019	36424480685		Cable SB RV Park	South Beach:Main RV Park	656.78
06/30/2019	36439109744		Monthly cable SB Annex	South Beach:Annex	376.41
					<u>1,033.19</u>
07/22/2019	41248	Doug's Electric			
07/12/2019	C34615F		Troubleshoot #4 hoist	Commercial Marina	98.00
					<u>98.00</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41249	Englund Marine Supply			
06/03/2019	943447		Chains, hooks, and anchor shackles for dock pulling poles	Commercial Marina	98.32
06/05/2019	760754		Coveralls and spray sock for building maintenance protection	Administration	7.71
06/05/2019	760758		3" deck access for building maintenance	Administration	11.89
06/11/2019	761002		Painting supplies for forklift	Commercial Marina	17.56
06/12/2019	761037		Hardware for tote flipper	Commercial Marina	3.72
06/12/2019	761077		Hand fids and twine for splicing rope	Commercial Marina	60.87
06/14/2019	761151		Red epoxy and supplies to mark fire plugs	International Terminal	54.44
06/25/2019	761685		SS screws for Marina Store refrigerator door	LP:South Beach	1.82
06/28/2019	761897		Life jacket	Commercial Marina	66.27
					322.60
07/22/2019	41250	Fastenal Company			
06/20/2019	ORNEW135504		"Caution" and "Danger" tape and sign hardware for fireworks	International Terminal	47.30
06/27/2019	ORNEW135639		Forklift engine mount hardware	International Terminal	4.62
07/02/2019	ORNEW135705		Galvanized bolts for fireworks fenced off area	International Terminal	13.12
					65.04
07/22/2019	41251	Fidelis Screening Solutions			
07/01/2019	5044		Background checks	South Beach:SB Admin	179.40
					179.40
07/22/2019	41252	Fred Meyer			
05/22/2019	140458		Office supplies	Commercial Marina	20.66
			AAA batteries	Administration	16.99
					37.65
07/22/2019	41253	GenXsys Solutions			
06/15/2019	11020		365 Business Essential - July 2019	Administration	10.00
07/15/2019	11106		365 Business Essential - August 2019	Administration	10.00
					20.00



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41254	HR Answers			
07/10/2019	42794		Professional services - salary survey and job descriptions	Administration	1,027.00
					<u>1,027.00</u>
07/22/2019	41255	IconiPro Security and Alarms			
07/01/2019	29068		NIT/FWT fire and security monitoring	International Terminal	251.94
					<u>251.94</u>
07/22/2019	41256	Idea Print Works			
07/08/2019	7380		Port clothing - Admin	Administration	611.35
			Port clothing - CM	Commercial Marina	325.40
					<u>936.75</u>
07/22/2019	41257	Industrial Welding Supply			
05/31/2019	42927		Wire wheel for peanut grinder	South Beach:SB Operations	28.77
06/24/2019	47695		Arbor grinder	Maintenance Dept	189.00
			Flapper wheels	Maintenance Dept	19.39
					<u>237.16</u>
07/22/2019	41258	Int'l Institute of Municipal Clerks			
06/24/2019	31527 19-20		Annual membership renewal	Administration	135.00
					<u>135.00</u>
07/22/2019	41259	Joe Stanley			
06/30/2019	7761096		Refund Dry Camp - cancelled reservation	South Beach:Dry Camp	20.09
					<u>20.09</u>
07/22/2019	41260	Kenneth Felker			
06/24/2019	Expense Reimburse		Director of Finance interview - travel reimbursement	Administration	1,707.81
					<u>1,707.81</u>
07/22/2019	41261	Lincoln County Public Works			
07/01/2019	5969		Fuel for trucks - SB	South Beach:SB Operations	244.17
			Fuel for trucks - CM	Commercial Marina	106.95
					<u>351.12</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41262	MacPherson Gintner & Diaz			
06/30/2019	80765		Professional services	Administration	562.50
					<u>562.50</u>
07/22/2019	41263	Mascott Equipment			
06/18/2019	463455		Gas pump repair on fuel dock	South Beach:SB Operations	581.97
					<u>581.97</u>
07/22/2019	41264	National Business Solutions			
07/08/2019	IN61786		IT contract charge plus Symantec	Administration	1,072.32
					<u>1,072.32</u>
07/22/2019	41265	Neopost USA			
06/26/2019	Service Fee		Postage machine rental - service fee	Administration	47.52
					<u>47.52</u>
07/22/2019	41266	Newport News-Times			
06/12/2019	340104		Employment ad - Maintenance Department	Administration	72.93
06/12/2019	340111		Employment ad - Marine Operations	Administration	50.00
06/14/2019	340248		Employment ad - Marine Operations	Administration	72.93
06/19/2019	340330		Budget Hearing notice	Administration	145.35
					<u>341.21</u>
07/22/2019	41267	Newport Signs			
07/03/2019	9973		"Drivers Check In Prior to Loading" sign for dredge spoil site	South Beach:SB Operations	135.00
					<u>135.00</u>
07/22/2019	41268	OR DAS Surplus Property			
07/12/2019	ARK44575		Freight for fireproof file cabinet	Administration	50.00
					<u>50.00</u>
07/22/2019	41269	Oregon Cascades West - COG			
04/08/2019	Dues 2019-20		Annual membership dues	Administration	3,704.16
					<u>3,704.16</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41270	PNWA			
07/05/2019	2019/2020 Dues		PNWA 2019/2020 annual membership dues	Administration	8,010.00
					<u>8,010.00</u>
07/22/2019	41271	Petty Cash	Petty Cash - SB Marina and RV Park		
06/26/2019	Petty Cash - SB		Copeland Lumber - sand belts	Maintenance	19.16
			Kroger/Walmart - white boat tape, grommets, and poly spray	South Beach:SB Admin	40.31
			Barrelhead Supply - sewer caps for Annex	South Beach:SB Operations	11.00
			Amazon - splitter adapter cable	South Beach:SB Admin	8.41
			Kroger - streaming cable	South Beach:SB Operations	8.99
			Kroger - streaming cable	South Beach:SB Operations	6.99
			Barrelhead Supply - PVC fittings	South Beach:SB Operations	2.98
			Soda machine refund	South Beach:SB Admin	2.50
					<u>100.34</u>
07/22/2019	41272	Pioneer Connect			
07/01/2019	2409181		SB shop phone	South Beach:SB Operations	41.35
07/01/2019	2409141		SB office phone	South Beach:SB Admin	227.82
					<u>269.17</u>
07/22/2019	41273	Pioneer Printing			
06/20/2019	69136		Service tickets	Administration	269.40
07/03/2019	69268		Case of Rite-in-the-Rain copy paper - Admin 60%	Administration	396.75
			Case of Rite-in-the-Rain copy paper - SB Admin 40%	South Beach:SB Admin	264.50
07/10/2019	69562		Bound Oregon Estuary Plan Book	Administration	38.30
					<u>968.95</u>
07/22/2019	41274	Power Motors			
05/28/2019	FOCS228606		Ford Ranger ignition repair	South Beach:SB Operations	57.50
			Finance charge	Administration	0.86
					<u>58.36</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41275	Rydin Decal			
06/24/2019	357930		SB parking permits - maroon #0001-1000	South Beach:SB Admin	490.00
			Freight	South Beach:SB Admin	28.92
					<u>518.92</u>
07/22/2019	41276	Scott Cowbrough			
06/20/2019	7470037		Refund RV - cancelled reservation due to medical emergency	South Beach:Main RV Park	35.09
					<u>35.09</u>
07/22/2019	41277	Sherwin-Williams			
05/01/2019	9359-2		Hwy white paint for drycamp overflow outlines	South Beach:SB Operations	272.40
05/10/2019	9656-1		Painting supplies for docks	Commercial Marina	124.67
05/14/2019	8389-4		Reflective paint to mark sub-ground fire hydrant for fireworks	International Terminal	34.40
05/30/2019	7782-1		Non-skid paint for docks	Commercial Marina	1,090.00
06/14/2019	8371-2		Reflective paint to mark sub-ground fire hydrant for fireworks	International Terminal	34.40
06/27/2019	8907-3		Formula 150 paint for docks	Commercial Marina	401.28
					<u>1,957.15</u>
07/22/2019	41278	Siuslaw Broadband			
06/18/2019	18071		Web filtering	Administration	200.00
					<u>200.00</u>
07/22/2019	41279	Smart Foodservice			
06/06/2019	5410540011687		Rug	Commercial Marina	39.39
			Squeegees	Commercial Marina	40.42
06/19/2019	5410540026660		Paper products and cleaning supplies	International Terminal	20.20
			Office candy	Administration	57.66
					<u>157.67</u>
07/22/2019	41280	SDAO	VOID		0.00



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41281	SDIS			
06/06/2019	Jul Health-Dental-Lf		Monthly health-dental-life insurance	Administration	5,989.42
			Monthly health-dental-life insurance	Commercial Marina	3,590.66
			Monthly health-dental-life insurance	South Beach:SB Admin	2,385.89
			Monthly health-dental-life insurance	South Beach:SB Operations	4,026.19
			Monthly health-dental-life insurance	International Terminal	1,043.83
07/05/2019	Aug Health-Dental-Lf		Monthly health-dental-life insurance	Administration	4,622.66
			Monthly health-dental-life insurance	Commercial Marina	3,590.66
			Monthly health-dental-life insurance	South Beach:SB Admin	2,385.89
			Monthly health-dental-life insurance	South Beach:SB Operations	4,026.19
			Monthly health-dental-life insurance	International Terminal	1,043.83
					<u>32,705.22</u>
07/22/2019	41282	Staples			
06/13/2019	2305952371		Copy paper	Administration	54.98
06/14/2019	2306742621		Staplers	South Beach:SB Admin	29.98
06/28/2019	2313892521		Notepads	South Beach:SB Operations	8.99
06/28/2019	FC 0619		Credit plan finance charge	Administration	56.81
					<u>150.76</u>
07/22/2019	41283	Streamline			
06/14/2019	100721		Website monthly fee	Administration	450.00
07/14/2019	101054		Website monthly fee	Administration	450.00
					<u>900.00</u>
07/22/2019	41284	Suburban Propane			
06/30/2019	1568-103903 6-19		Propane	Commercial Marina	172.07
07/10/2019	1568-103903 7-19		Propane	Commercial Marina	123.42
					<u>295.49</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41285	Summit Public Relations Strat			
07/05/2019	671		Communication support services for June 2019	Administration	3,375.00
					<u>3,375.00</u>
07/22/2019	41286	T & L Septic Tank Service			
05/26/2019	146125		Chemical toilet rental - NIT	International Terminal	80.00
05/26/2019	146128		Chemical toilet rental - Marina and RV Park	South Beach:SB Operations	80.00
05/26/2019	146127		Chemical toilet rental - SB South Restroom	South Beach:SB Operations	80.00
05/26/2019	146126		Chemical toilet rental - SB Dry Camp	South Beach:SB Operations	80.00
05/26/2019	146129		Chemical toilet rental - Bay Front	Commercial Marina	260.00
05/26/2019	146130		Chemical toilet rental - Bay Front	Commercial Marina	200.00
					<u>780.00</u>
07/22/2019	41287	TCB Security Services			
07/01/2019	227529		Monthly security contract - SB Marina	South Beach:SB Marina	2,055.87
			Monthly security contract - SB RV	South Beach:Main RV Park	2,055.87
			Monthly security contract - CM	Commercial Marina	2,055.87
			Monthly security contract - NIT	International Terminal	1,088.39
07/05/2019	227653		Security contract for fireworks	International Terminal	1,017.33
					<u>8,273.33</u>
07/22/2019	41288	Thompson's Sanitary Service			
06/30/2019	12058 6-2019		Trash disposal - Int'l Terminal	International Terminal	1,434.01
06/30/2019	13499 6-2019		Trash disposal - PD7	Commercial Marina	733.19
06/30/2019	12514 6-2019		Trash disposal - SB	South Beach:SB Operations	4,092.22
					<u>6,259.42</u>
07/22/2019	41289	Toyota Ind. Com. Finance			
07/08/2019	4002479111-17		2017 CM forklift - principal	Commercial Marina	567.61
			2017 CM forklift - interest	Commercial Marina	91.94
					<u>659.55</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41290	TWGW - NAPA Auto Parts			
06/07/2019	738581		Funnels for crane	International Terminal	12.32
			Coveralls	International Terminal	37.76
06/11/2019	739153		Aircraft paint remover for forklift	Commercial Marina	31.98
06/11/2019	739181		Orange and grey paint for forklift	Commercial Marina	39.95
06/20/2019	740905		Battery for F-350 pickup	Commercial Marina	178.88
06/24/2019	741485		Nitro gloves for cleaning	Commercial Marina	17.99
06/25/2019	SVC 062519		Service fee	Administration	4.57
					<u>323.45</u>
07/22/2019	41291	VenTek International			
07/01/2019	117132		Annual fee for paystation transaction processing	South Beach:SB Operations	2,070.00
					<u>2,070.00</u>
07/22/2019	41292	Verizon Wireless	Port cell phones and MiFi		
06/12/2019	9831989209		Monthly cell phone - Admin	Administration	90.28
			Monthly cell phone - CM	Commercial Marina	32.84
			Monthly cell phone - NIT	International Terminal	16.42
			Monthly cell phone - SB	South Beach:SB Operations	66.07
			Monthly MiFi - SB Admin	South Beach:SB Admin	10.02
			Monthly cell phone plan - Admin	Administration	136.50
			Monthly cell phone - Maint	Maintenance Dept	36.93
					<u>389.06</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41293	VISA - AB			
04/18/2019	Safeway		Lunch for PCC Conference	Commercial Marina	89.94
05/08/2019	Adobe Acropro		Adobe Acrobat subscription	Administration	89.94
05/08/2019	Interest		Interest charge	Administration	18.59
05/14/2019	IIMC Publications		Manual for Drafting Ordinances and Resolutions	Administration	7.65
05/15/2019	Adobe Acropro		Adobe Acrobat subscription	Administration	89.94
05/19/2019	NEBC		Conference - Managing Stormwater in Oregon	International Terminal	825.00
05/22/2019	Walmart		Window blinds	International Terminal	53.85
05/22/2019	Walmart		Window blinds - returned	International Terminal	53.85
05/23/2019	Walmart		Window blinds	International Terminal	155.88
05/29/2019	Industrial Safety		Safety vests	Commercial Marina	44.92
			Safety vests	Administration	67.38
05/31/2019	Dell		Dell Optiplex 3060 desktop PC	International Terminal	756.60
06/02/2019	Dominos Pizza		Safety meeting lunch	Administration	25.98
06/02/2019	PNWA - P Miranda		PNWA 2019 Summer Conference registration	Administration	415.00
06/02/2019	PNWA - W Chuck		PNWA 2019 Summer Conference registration	Administration	415.00
06/04/2019	HR Answers		HR seminar registration	Administration	179.00
06/06/2019	Dell		Dell Inspiron 15 5000 laptop	Administration	599.99
06/08/2019	Interest		Interest charge	Administration	12.50
06/10/2019	GF19-174		Direct TV	South Beach:Main RV Park	925.79
06/13/2019	Newport Signs		Fireworks warning signs	International Terminal	516.00
06/16/2019	Adobe Acropro		Adobe Acrobat subscription	Administration	89.94
06/17/2019	GF19-173		Direct TV	South Beach:Annex	601.11
06/19/2019	Staples		Office supplies	International Terminal	133.47
06/20/2019	Staples		Highlighters	International Terminal	8.39



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
06/21/2019	Newport Florist		Get well plant - Employee	Administration	50.00
06/23/2019	Smartsign		"No Parking" stencil	International Terminal	69.95
07/03/2019	Smartsign		Surveillance warning signs	International Terminal	66.90
07/08/2019	Interest		Interest charge	Administration	42.22
					<u>6,404.78</u>
07/22/2019	41294	VISA - PM			
06/23/2019	Assoc of Pac Ports		Association of Pacific Ports Annual Conference registration	Administration	695.00
06/30/2019	Best Western Hotel		Lodging for conference	Administration	327.20
07/08/2019	Interest		Interest charge	Administration	42.22
					<u>1,064.42</u>
07/22/2019	41295	VISA - TD			
04/05/2019	The Mill Hotel-1		Hotel for 2019 OEC Annual State Conference - cancelled	Administration	222.60
04/21/2019	The Mill Hotel-1 CR		Refund for hotel for 2019 OEC Annual State Conference	Administration	222.60
04/05/2019	The Mill Hotel-2		Hotel for 2019 OEC Annual State Conference - cancelled	Administration	209.24
04/21/2019	The Mill Hotel-2 CR		Refund for hotel for 2019 OEC Annual State Conference	Administration	209.24
04/05/2019	The Mill Hotel-3		Hotel for 2019 OEC Annual State Conference - cancelled	Administration	13.36
04/05/2019	The Mill Hotel-3 CR		Refund for hotel for 2019 OEC Annual State Conference	Administration	13.36
04/22/2019	OR Employer Council		Refund for 2019 OEC Annual State Conference - cancelled	Administration	598.00
04/23/2019	Domino's		Pizza for meeting	Administration	19.96
05/08/2019	Interest		Interest charge	Administration	18.60
05/10/2019	4Imprint		Promotional keychains	Administration	650.68
05/12/2019	Newport Chamber		Chamber lunch	Administration	14.00
06/08/2019	Interest		Interest charge	Administration	12.50
					<u>2,204.14</u>
07/22/2019	41296	Voya (State of Oregon Plan)			
06/01/2019	June - 2019		Employee contributions	Administration	50.00
07/01/2019	July - 2019		Employee contributions	Administration	50.00
					<u>100.00</u>



**Operating Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Class	Amount
07/22/2019	41297	Commissioner			
06/28/2019	PNWA Conference		Mileage reimbursement for PNWA Conference in Hood River, OR	Administration	225.04
					225.04
07/22/2019	41298	Wells Fargo Financial Leasing			
07/03/2019	5006529537		Copier leases - North office	Administration	141.50
			Copier leases - SB office	South Beach:SB Admin	141.50
					283.00
07/22/2019	41299	Wiggins Hauling Works			
07/06/2019	2635		Brush cutting	International Terminal	985.00
					985.00
07/22/2019	41300	WSP USA			
06/25/2019	876074		Project management, final SBP update, BST - SBP Update	Administration	4,368.52
					4,368.52
07/22/2019	41301	Direct TV	VOID		0.00
07/22/2019	41302	Direct TV	VOID		0.00
Total					261,749.99



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
07/26/2019	41303	Nye Beach Cafe			
07/26/2019	PO 31268		Lunch for First Aid training	Administration	144.00
					<u>144.00</u>
07/26/2019	41304	OBEC Consulting Engineers	PD5 pier approach project engineering		
03/25/2019	35770		Project coordination and final submittals - 11/18-2/19	Commercial Marina	2,877.25
					<u>2,877.25</u>
08/01/2019	41305	ACE Hardware			
06/04/2019	522/1		Sledgehammer	Commercial Marina	27.99
06/04/2019	521/1		Flat grinding wheels	Commercial Marina	17.18
07/24/2019	711/1		Mix fuel for weedeater	International Terminal	39.99
07/26/2019	721/1		Bits for installing new boards on dock	Commercial Marina	19.99
07/26/2019	719/1		Small tools	International Terminal	240.92
07/30/2019	739/1		Skill saw and blades	Commercial Marina	439.98
					<u>786.05</u>
08/01/2019	41306	Affordable Gutter Care			
06/30/2019	406372		3 galvanized metal sheets, 120' of gutter, and 72' of downspouts	International Terminal	2,385.00
					<u>2,385.00</u>
08/01/2019	41307	Aisea Bay Power Products			
06/13/2019	290814-2		Air filter and clutch assembly for weedeater - remaining balance	South Beach:SB Operations	16.85
06/26/2019	292072		Tension spring, autotcut 25-2, and starter rope for weedeater	South Beach:SB Operations	73.88
06/27/2019	292109		Stihl backpack blower	South Beach:SB Operations	552.45
					<u>643.18</u>
08/01/2019	41308	Amazon Capital Services			
05/08/2019	13R1-43WL-371N		Site lights for RV Park	South Beach:SB Operations	667.98
07/24/2019	11PX-73JX-FX7M		Motion activated pest deterrent sprinkler	Commercial Marina	119.98
07/24/2019	1PD1-FKJR-FKNJ		Brass shut-off valve hose connectors	South Beach:SB Operations	109.90
					<u>897.86</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/01/2019	41309	Business Oregon - OBDD	Loan payment for August 2019		
07/22/2019	655-36-02Q1001 8-19		Principle for August 2019	International Terminal	5,250.25
			Interest for August 2019	International Terminal	2,549.75
					<u>7,800.00</u>
08/01/2019	41310	Cardinal Services			
07/31/2019	1169029		Wages for temp services	South Beach:SB Admin	1,233.10
			Wages for temp services - OT	South Beach:SB Admin	215.65
			Wages for temp services	South Beach:SB Operations	1,881.60
					<u>3,330.35</u>
08/01/2019	41311	Cedar Creek Quarries			
07/12/2019	0116350-IN		3/4"-0 crushed rock for overflow Dry Camp	South Beach:SB Operations	577.70
07/19/2019	0116406-IN		Load of 2' rip rap	South Beach:SB Operations	529.95
					<u>1,107.65</u>
08/01/2019	41312	Coastal Paper & Supply			
07/02/2019	561406		Paper products and cleaning supplies	South Beach:SB Operations	457.10
			Shipping	South Beach:SB Operations	4.00
07/09/2019	561706		Paper products	South Beach:SB Operations	433.20
			Shipping	South Beach:SB Operations	4.00
07/16/2019	562073		Paper products and cleaning supplies	Commercial Marina	678.21
			Shipping	Commercial Marina	4.00
07/16/2019	562076		Paper products and cleaning supplies	South Beach:SB Operations	487.40
			Shipping	South Beach:SB Operations	4.00
07/23/2019	562401		Paper products and cleaning supplies	South Beach:SB Operations	436.26
			Shipping	South Beach:SB Operations	4.00
					<u>2,512.17</u>
08/01/2019	41313	Design Space			
07/19/2019	1088757-IN		Customs office lease	Administration	217.00
					<u>217.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/01/2019	41314	Direct TV			
03/26/2019	36088516985		Cable SB RV Park - reissue of ck 41000, did not receive	South Beach:Main RV Park	934.29
			Service Fees	Administration	4.25
03/30/2019	36107098544		Monthly cable SB Annex - reissue of ck 41000, did not receive	South Beach:Annex	613.86
					<u>1,552.40</u>
08/01/2019	41315	Ecolube Recovery			
07/23/2019	9865072519		Used oil recovery	South Beach:SB Operations	75.00
					<u>75.00</u>
08/01/2019	41316	Frans Paul VanDenBogaard			
07/26/2019	PO 31275 - Deposit		House of Spirits painting contract - deposit	South Beach:SB Operations	7,000.00
					<u>7,000.00</u>
08/01/2019	41317	Fred Meyer Customer Charges			
06/04/2019	140505		Ice chest, ice, and snacks for working on dock	Commercial Marina	66.34
06/11/2019	140560		Duct tape for inventory	South Beach:SB Operations	89.91
06/20/2019	140591		No parking and trespassing signs for fireworks and batteries	International Terminal	49.78
					<u>206.03</u>
08/01/2019	41318	G & K Floors	Janitorial services - Port office, SB and customs trailer		
07/22/2019	080119		Janitorial services - SB	South Beach:SB Admin	3,760.00
			Janitorial services - Customs trailer	Administration	120.00
			Janitorial services - Port office	Administration	200.00
					<u>4,080.00</u>
08/01/2019	41319	Harvey's Lock & Key			
07/25/2019	22410		Restroom lock repair	Commercial Marina	120.00
					<u>120.00</u>
08/01/2019	41320	NW Natural			
07/18/2019	1584561-3 7-19		SB gas for shop	South Beach:SB Operations	38.17
07/18/2019	1584562-1 7-19		SB gas	South Beach:Main RV Park	108.35
					<u>146.52</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/01/2019	41321	Oregon Department of Justice			
07/19/2019	L190719080622		Public Records and Meeting Manual	Administration	25.00
					<u>25.00</u>
08/01/2019	41322	PNWA			
07/08/2019	5739		PNWA 2019 Summer Conference registration	Administration	415.00
					<u>415.00</u>
08/01/2019	41323	Siuslaw Broadband			
07/19/2019	18350		Web filtering	Administration	200.00
					<u>200.00</u>
08/01/2019	41324	SDIS			
07/24/2019	Work Comp 2019-2020		Estimated Work Comp 2019-2020		33,494.14
			Estimated Work Comp 2019-2020		3,286.36
					<u>36,780.50</u>
08/01/2019	41325	Suburban Propane			
07/14/2019	151762		Propane	Commercial Marina	80.00
					<u>80.00</u>
08/01/2019	41326	T & L Septic Tank Service			
06/26/2019	146578		Chemical toilet rental - SB South Restroom	South Beach:SB Operations	80.00
06/26/2019	146579		Chemical toilet rental - Marina & RV Park	South Beach:SB Operations	80.00
06/26/2019	146580		Chemical toilet rental - NIT	International Terminal	80.00
06/26/2019	146581		Chemical toilet rental - SB Dry Camp	South Beach:SB Operations	80.00
06/26/2019	146582		Chemical toilet rental - Bay Front	Commercial Marina	260.00
06/26/2019	146583		Chemical toilet rental - Bay Front	Commercial Marina	250.00
					<u>830.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/01/2019	41327	TCB Security Services			
07/24/2019	227679		Extra daytime patrol request for 7/9 and 7/21 - SB Marina	South Beach:SB Marina	168.00
			Extra daytime patrol request for 7/9 and 7/21 - SB RV	South Beach:Main RV Park	168.00
			Extra daytime patrol request for 7/9 and 7/21 - CM	Commercial Marina	168.00
			Extra daytime patrol request for 7/9 and 7/21 - NIT	International Terminal	96.00
07/29/2019	227716		Monthly security contract - SB Marina	South Beach:SB Marina	2,055.87
			Monthly security contract - SB RV	South Beach:Main RV Park	2,055.87
			Monthly security contract - CM	Commercial Marina	2,055.87
			Monthly security contract - NIT	International Terminal	1,088.39
					<u>7,856.00</u>
08/01/2019	41328	TWGW - NAPA Auto Parts			
06/27/2019	742233		Replace large forklift oil filter	International Terminal	17.99
07/08/2019	743939		Jumper cables	International Terminal	51.99
07/12/2019	744879		Ring terminals to repair hoist switches	Commercial Marina	44.00
07/12/2019	744880		Ring terminals and magnet tool for repairing the hoist switches	Commercial Marina	25.16
07/25/2019	SVC 072519		Service fee	Administration	6.38
					<u>145.52</u>
08/01/2019	41329	Verizon Wireless	Port cell phones and MiFi		
07/12/2019	9833963972		Monthly cell phone - Admin	Administration	91.01
			Monthly cell phone - CM	Commercial Marina	34.43
			Monthly cell phone - NIT	International Terminal	16.55
			Monthly cell phone - SB	South Beach:SB Operations	66.71
			Monthly MiFi - SB Admin	South Beach:SB Admin	10.02
			Monthly cell phone plan - Admin	Administration	136.50
			Monthly cell phone - Maint	Maintenance Dept	37.23
					<u>392.45</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/01/2019	41330	Voya (State of Oregon Plan)			
08/01/2019	Aug - 2019		Employee contributions	Administration	<u>50.00</u>
					50.00
08/01/2019	41331	Wiggins Hauling Works			
07/13/2019	2638-2158		Brush cutting	International Terminal	<u>1,000.00</u>
					1,000.00
08/01/2019	41332	Yaquina Bay Economic Found.			
07/31/2019	Annual Dues		Annual membership dues	Administration	<u>400.00</u>
					400.00
08/16/2019	41333	AboveBoard Electric			
08/08/2019	101		Troubleshoot and restore shore power	International Terminal	<u>100.00</u>
					100.00
08/16/2019	41334	ACE Hardware			
08/13/2019	793/1		Car washing supplies	International Terminal	<u>34.34</u>
					34.34
08/16/2019	41335	AIMS Companies			
07/31/2019	919915		CCTV inspection of main and lateral outfall drainage lines	South Beach:SB Operations	<u>1,360.00</u>
					1,360.00
08/16/2019	41336	Alan Brown Tire Center			
07/17/2019	72500364548		Forklift tire repair	South Beach:SB Operations	37.00
07/26/2019	72500366361		Replacement forklift tires	South Beach:SB Operations	313.98
07/30/2019	72500366420		Forklift tire repair	South Beach:SB Operations	48.00
07/30/2019	72500366462		Dumpster tires	Commercial Marina	462.60
			Freight	Commercial Marina	38.30
07/31/2019	FC 0719		Finance charges	Administration	<u>33.79</u>
					933.67



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41337	Alsco			
06/06/2019	LPOR2331856		NIT towels	International Terminal	22.60
06/20/2019	LPOR2339455		NIT towels	International Terminal	22.60
07/03/2019	LPOR2346536		Shop towels, shirt, and mats	Administration	34.43
07/04/2019	LPOR2347226		NIT towels	International Terminal	32.95
07/05/2019	LPOR2348056		SB mats	South Beach:SB Admin	67.67
07/10/2019	LPOR2350511		Shop towels, shirt, and mats	Administration	34.43
07/12/2019	LPOR2352096		SB mats	South Beach:SB Admin	67.67
07/17/2019	LPOR2354440		Shop towels, shirt, and mats	Administration	34.43
07/18/2019	LPOR2355132		NIT towels	International Terminal	32.95
07/19/2019	LPOR2355931		SB mats	South Beach:SB Admin	67.67
07/24/2019	LPOR2358024		Shop towels, shirt, and mats	Administration	34.43
07/26/2019	LPOR2359612		SB mats	South Beach:SB Admin	67.67
07/31/2019	LPOR2361955		Shop towels, shirt, and mats	Administration	34.43
08/01/2019	LPOR2362705		NIT towels	International Terminal	32.95
					<u>586.88</u>
08/16/2019	41338	Amazon Capital Services			
08/02/2019	16RV-JG34-RL4T		Rolling briefcase	Administration	79.99
					<u>79.99</u>
08/16/2019	41339	American Red Cross			
07/31/2019	22212450		Adult and pediatric First Aid/CPR/AED training	South Beach:SB Admin	137.73
			Adult and pediatric First Aid/CPR/AED training	South Beach:SB Operations	275.46
			Adult and pediatric First Aid/CPR/AED training	International Terminal	137.73
			Adult and pediatric First Aid/CPR/AED training	Commercial Marina	275.46
			Adult and pediatric First Aid/CPR/AED training	Maintenance Dept	137.73
			Adult and pediatric First Aid/CPR/AED training	Administration	413.19
					<u>1,377.30</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41340	Employee			
08/09/2019	Reimburse 7/19		Reimburse for personal car mileage in July	Administration	4.87
			Reimburse for personal car mileage in July	International Terminal	12.06
			Reimburse for personal car mileage in July	South Beach:SB Admin	3.36
			Reimburse for personal car mileage in July	Administration	9.87
					<u>30.16</u>
08/16/2019	41341	Barrelhead Supply			
07/10/2019	272327		Annex plumbing repair parts	South Beach:SB Operations	55.56
07/10/2019	272328		Annex plumbing repair parts	South Beach:SB Operations	4.99
07/16/2019	272667		Restroom door and spring latch	South Beach:SB Operations	33.98
07/24/2019	273134		Tie-wire and rebar for fence repairs	South Beach:SB Operations	15.18
					<u>109.71</u>
08/16/2019	41342	Bill Miller			
08/04/2019	7438735		Refund RV - sold RV and cancelled reservation	South Beach:Main RV Park	50.09
					<u>50.09</u>
08/16/2019	41343	Cardinal Services			
08/15/2019	1169843		Wages for temp services	South Beach:SB Admin	1,210.40
			Wages for temp services - OT	South Beach:SB Admin	624.25
			Wages for temp services	South Beach:SB Operations	1,411.20
			Wages for temp services - OT	South Beach:SB Operations	132.30
					<u>3,378.15</u>
08/16/2019	41344	Century Link			
08/05/2019	5412659651245B-8/19		Telephone	International Terminal	203.17
08/05/2019	5412657758840B-8/19		Telephone	Administration	219.31
					<u>422.48</u>
08/16/2019	41345	CenturyLink - Business Service			
07/31/2019	1473684160		Telephone	Administration	49.59
					<u>49.59</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41346	Chase - Visa			
08/03/2019	Service Fees		Service fees	Administration	74.96
					<u>74.96</u>
08/16/2019	41347	City of Newport	PD5 pier construction		
08/15/2019	3961		Structural plan review fee	Commercial Marina	4,058.54
			Structural building permit fee	Commercial Marina	6,243.90
			State of Oregon surcharge	Commercial Marina	749.27
					<u>11,051.71</u>
08/16/2019	41348	City of Newport Room Tax			
08/01/2019	July 2019 Room Tax		Transient room tax - July 2019	South Beach:Main RV Park	9,600.76
					<u>9,600.76</u>
08/16/2019	41349	City of Newport Water/Sewer			
07/31/2019	172421.00-07-19		Water and sewer for RV Dump Station	South Beach:Main RV Park	63.38
07/31/2019	94861.00-07-19		Water on G and H docks	South Beach:SB Marina	284.71
					<u>348.09</u>
08/16/2019	41350	Copeland Lumber Yards			
07/03/2019	1907-255769		Sign hardware	South Beach:SB Operations	61.92
07/08/2019	1907-258216		Gorilla tape for electrical boxes	Commercial Marina	31.65
07/16/2019	1907-262525		Painting supplies for PD5	Commercial Marina	65.79
					<u>159.36</u>
08/16/2019	41351	Creative Landscape & Maint.			
08/01/2019	1145-806 7/19		Landscape maintenance	Administration	495.00
					<u>495.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41352	Dahl & Dahl			
05/06/2019	235538		Take load of garbage and wood to dump	Commercial Marina	179.20
05/23/2019	236360		Take load of trash to dump	Commercial Marina	188.80
06/19/2019	237730		Take load of garbage to dump	Commercial Marina	119.04
06/21/2019	237868		Take load of pallets to dump	Commercial Marina	154.88
07/03/2019	238517		Take load of pallets to dump	Commercial Marina	140.16
07/03/2019	238526		Take load of pallets to dump	Commercial Marina	194.56
					<u>976.64</u>
08/16/2019	41353	Dayne Ingram			
07/23/2019	7755045		Refund moorage - sold boat and checked out early	South Beach:SB Marina	497.00
					<u>497.00</u>
08/16/2019	41354	Design Space			
08/09/2019	1091555-IN		Temporary office rental	Administration	877.00
					<u>877.00</u>
08/16/2019	41355	Dick Overfield			
08/13/2019	7526020		Refund moorage - sold boat and shortened stay	South Beach:SB Marina	1,137.00
					<u>1,137.00</u>
08/16/2019	41356	Direct TV			
07/26/2019	36531109235		Cable SB RV Park	South Beach:Main RV Park	814.81
07/30/2019	36545543174		Monthly cable SB Annex	South Beach:Annex	449.48
					<u>1,264.29</u>
08/16/2019	41357	Donald Senior			
07/27/2019	7544943		Refund RV - cancelled reservation	South Beach:Main RV Park	50.09
					<u>50.09</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41358	Elmer's Flag and Banner			
08/07/2019	13929		Port of Newport flag set-up	Administration	103.00
			Port of Newport flag	Administration	255.00
			Freight	Administration	45.00
			Port of Newport flag	Commercial Marina	123.00
			Port of Newport flag	South Beach:SB Operations	123.00
					<u>649.00</u>
08/16/2019	41359	Englund Marine Supply			
07/08/2019	952084		Box of knives	Commercial Marina	54.60
			Boat plugs	Commercial Marina	5.23
07/11/2019	762398		SS hardware for fishing sign brackets	International Terminal	1.92
07/11/2019	762415		Soft plugs for the skiff	Commercial Marina	4.67
07/15/2019	953752		SS pipe clamps for water pipe repair on G Dock	South Beach:SB Operations	23.08
07/16/2019	953664		Gloves and rubber boots	International Terminal	66.68
07/16/2019	953819		Tyvek suits for mowing dust	South Beach:SB Operations	13.04
					<u>169.22</u>
08/16/2019	41360	Fastenal Company			
05/13/2019	ORNEW134824		Grade 8 bolt for hoist repair	Commercial Marina	1.76
07/25/2019	ORNEW136111		Caution tape	South Beach:SB Operations	25.98
					<u>27.74</u>
08/16/2019	41361	Fidelis Screening Solutions			
08/01/2019	5114		Background checks	South Beach:SB Admin	164.45
					<u>164.45</u>
08/16/2019	41362	GenXsys Solutions			
08/15/2019	11170		365 Business Essential - September 2019	Administration	10.00
					<u>10.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41363	GFOA			
07/29/2019	0133348		Annual membership renewal	Administration	160.00
					<u>160.00</u>
08/16/2019	41364	HR Answers			
08/06/2019	42928		Professional services - job descriptions	Administration	869.00
					<u>869.00</u>
08/16/2019	41365	Industrial Welding Supply			
06/25/2019	48140		Cylinder 1-year lease	South Beach:SB Operations	52.00
06/25/2019	48403		Service charge	Administration	1.00
06/27/2019	49190		Welding supplies	Commercial Marina	519.14
06/28/2019	49412		Magnetic drill press	Commercial Marina	999.00
07/09/2019	51999		Drill index	International Terminal	75.99
07/25/2019	54633		Service charge	Administration	3.56
					<u>1,650.69</u>
08/16/2019	41366	LazerQuick			
07/30/2019	46967		Color copies	Administration	108.75
					<u>108.75</u>
08/16/2019	41367	Lincoln County Public Works			
08/01/2019	5979		Fuel for trucks - SB	South Beach:SB Operations	306.84
			Fuel for trucks - CM	Commercial Marina	99.62
			Fuel for trucks - MD	Maintenance Dept	37.03
			Car wash - CM	Commercial Marina	2.02
					<u>445.51</u>
08/16/2019	41368	MacPherson Gintner & Diaz			
07/31/2019	80836		Professional services	Administration	937.50
					<u>937.50</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41369	National Business Solutions			
			Payment discount	Administration	21.45
07/31/2019	IN62953		Copier lease - Port office	Administration	42.00
			Copier lease - SB office	South Beach:SB Admin	42.00
			Copier print charges - Port office	Administration	159.36
			Copier print charges - SB office	South Beach:SB Admin	20.31
08/08/2019	IN63027		IT contract charge plus Symantec	Administration	1,072.32
					<u>1,357.44</u>
08/16/2019	41370	Newport News-Times			
07/26/2019	341585		NEPA notice for EDA grant	Administration	167.15
07/31/2019	341713		Coast Guard Appreciation ad	Administration	189.00
07/31/2019	341833		Notice for Commission vacancy	Administration	33.92
07/31/2019	341832		NEPA notice for EDA grant	Administration	196.22
					<u>586.29</u>
08/16/2019	41371	Newport Rental Service			
07/24/2019	103598		Mandrel kit for mower	International Terminal	29.99
07/24/2019	103613		Mower blades	International Terminal	55.96
					<u>85.95</u>
08/16/2019	41372	OR DAS Surplus Property			
08/07/2019	ARK44651		Anodes	Commercial Marina	110.00
			Grinder	Commercial Marina	50.00
			Mouse traps	Commercial Marina	10.00
					<u>170.00</u>
08/16/2019	41373	Orkin			
07/26/2019	189725309		August pest control	Administration	45.00
07/31/2019	189725307		July pest control	Administration	45.00
					<u>90.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41374	Petty Cash	Petty Cash CM		
06/27/2019	Petty Cash CM		USPS - postage	Administration	0.80
			Englund Marine - screws	International Terminal	0.19
			OR DEQ - stormwater reporting postage	International Terminal	7.76
					<u>8.75</u>
08/16/2019	41375	Pioneer Connect			
08/01/2019	2422440		SB shop phone	South Beach:SB Operations	41.35
08/01/2019	2422401		SB office phone	South Beach:SB Admin	227.82
					<u>269.17</u>
08/16/2019	41376	Pioneer Printing			
08/02/2019	69840		Business cards	Administration	69.60
					<u>69.60</u>
08/16/2019	41377	Sherwin-Williams			
07/24/2019	9823-1		Parking lot paint for fire hydrant "no parking" zone	International Terminal	92.60
07/31/2019	2159-3		White paint and painting supplies	Commercial Marina	151.85
					<u>244.45</u>
08/16/2019	41378	SDIS			
08/02/2019	Sep Health-Dental-Lf		Monthly health-dental-life insurance	Administration	4,330.64
			Monthly health-dental-life insurance	Commercial Marina	185.84
			Monthly health-dental-life insurance	South Beach:SB Admin	2,093.87
			Monthly health-dental-life insurance	South Beach:SB Operations	3,442.16
			Monthly health-dental-life insurance	International Terminal	459.80
					<u>10,512.31</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41379	Staples			
07/06/2019	2317029101		Hand soap and cleaning wipes	Administration	25.57
07/12/2019	2319991421		Office supplies - post-its, markers, and pens	Administration	74.25
07/18/2019	2322949831		Notepads	Commercial Marina	8.99
			Printer labels	Administration	11.79
07/23/2019	FC 0719		Credit plan finance charge	Administration	44.93
					<u>165.53</u>
08/16/2019	41380	Streamline			
08/14/2019	101382		Website monthly fee	Administration	450.00
					<u>450.00</u>
08/16/2019	41381	Suburban Propane			
07/23/2019	72371		Propane	Commercial Marina	25.93
					<u>25.93</u>
08/16/2019	41382	Summit Public Relations Strat.			
08/06/2019	674		Communication support services for July 2019	Administration	2,156.25
					<u>2,156.25</u>
08/16/2019	41383	Thompson's Sanitary Service			
07/31/2019	12058 7-2019		Trash disposal	International Terminal	964.18
07/31/2019	13499 7-2019		Trash disposal	Commercial Marina	1,638.24
07/31/2019	12514 7-2019		Trash disposal	South Beach:SB Operations	6,799.81
					<u>9,402.23</u>
08/16/2019	41384	Toyota Ind. Com. Finance			
08/07/2019	4002505091-17		2017 CM forklift - principal	Commercial Marina	569.86
			2017 CM forklift - interest	Commercial Marina	89.69
					<u>659.55</u>
08/16/2019	41385	Valley Fire Control			
07/31/2019	83963		2.5 lb fire extinguishers for tractor and golf cart	South Beach:SB Operations	72.00
					<u>72.00</u>



**Operating Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Class	Amount
08/16/2019	41386	VISA - AB			
07/14/2019	Adobe Acropro		Adobe Acrobat subscription	Administration	89.94
08/06/2019	Staples		Copy paper	Administration	63.98
					<u>153.92</u>
08/16/2019	41387	VISA - PM			
07/15/2019	City Center Parking		APP Conference parking	Administration	12.00
07/16/2019	City Center Parking		APP Conference parking	Administration	12.00
07/17/2019	City Center Parking		APP Conference parking	Administration	12.00
07/22/2019	OR DOJ		Attorney General's Public Records and Meeting Manual - 2019	Administration	25.00
07/25/2019	Fred Meyer		Frames for certificates	Administration	11.98
07/30/2019	OEDA		2019 OEDA Conference registration	Administration	225.00
07/30/2019	OEDA		2019 OEDA Conference training registration	Administration	200.00
08/06/2019	Local Ocean		Business lunch with Director of Finance	Administration	60.00
					<u>557.98</u>
08/16/2019	41388	Walch's Appliance			
08/15/2019	006123		10 Speed Queen washers	South Beach:SB Operations	16,240.00
					<u>16,240.00</u>
08/16/2019	41389	Wells Fargo Financial Leasing			
07/31/2019	5006688657		Copier lease - North office	Administration	141.50
			Copier lease - SB office	South Beach:SB Admin	141.50
					<u>283.00</u>
				Total	<u>167,851.40</u>



**NOAA Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Amount
06/24/2019	13546	Barrelhead Supply		
05/14/2019	269361		Brass fittings	34.95
				<u>34.95</u>
06/24/2019	13547	Bill's Pest Control		
06/13/2019	5752-6417		Regular service for June and July 2019	270.00
				<u>270.00</u>
06/24/2019	13548	Curry Marine		
06/10/2019	25440		Coolant system repairs on emergency generator	1,053.58
				<u>1,053.58</u>
06/24/2019	13549	Kroger - Fred Meyer		
04/15/2019	124858		Thumb drive	39.99
				<u>39.99</u>
06/24/2019	13550	Lincoln County Public Works		
06/10/2019	5960		Wash and get gas for truck	40.50
				<u>40.50</u>
06/24/2019	13551	SDAO Advisory Services		
06/21/2019	Staff Trng 0819		Board and management training	75.00
				<u>75.00</u>
07/22/2019	13552	Amazon Capital Services		
06/19/2019	1CK6-G6GN-FVT9		Waders and gloves	84.99
				<u>84.99</u>
07/22/2019	13553	CarQuest Auto Parts		
06/18/2019	2903-293131		V-belts for HVAC	23.98
06/18/2019	2903-293152		V-belts for HVAC	31.58
				<u>55.56</u>
07/22/2019	13554	Clima-Tech Corporation		
07/01/2019	C64645		Annual service for Automated Logic HVAC Controls	2,595.00
				<u>2,595.00</u>



**NOAA Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Amount
07/22/2019	13555	Englund Marine & Industrial Supply		
06/12/2019	942538		Camel chains	1,279.70
				<u>1,279.70</u>
07/22/2019	13556	Employee	Employee reimbursement	
06/04/2019	Reimburse		Reimbursement for irrigation supplies at Fred Meyer	64.75
07/09/2019	Eelgrass Expense		Reimbursement for eelgrass counting breakfast	106.00
				<u>170.75</u>
07/22/2019	13557	McKay Marine Repair		
07/09/2019	5685		Generator block heater and bracket installation	957.75
			Freight	25.00
				<u>982.75</u>
07/22/2019	13558	Newport Rental Service	Scissor lift rental	
06/19/2019	101922		For overhead door and HVAC service	413.60
				<u>413.60</u>
07/22/2019	13559	Pioneer Connect		
07/01/2019	2409591		Telephone	241.34
				<u>241.34</u>
07/22/2019	13560	Solmar Hydro		
03/07/2019	PON_3_19		Multibeam post-dredge survey	4,500.00
				<u>4,500.00</u>
07/22/2019	13561	Special Districts Association of Oregon	VOID	
				0.00
07/22/2019	13562	Special Districts Insurance Services		
06/06/2019	Jul Health-Dental-Lf		Monthly health-dental-life insurance	745.59
07/05/2019	Aug Health-Dental-Lf		Monthly health-dental-life insurance	745.59
				<u>1,491.18</u>



**NOAA Fund
June 16, 2019 through July 22, 2019**

Date	Num	Name	Memo	Amount
07/22/2019	13563	Thompsons Sanitary Service		
06/30/2019	22644 6-2019		June service	410.20
				<u>410.20</u>
07/22/2019	13564	Valley Fire Control		
07/17/2019	83934		Annual fire extinguisher inspections	308.50
				<u>308.50</u>
07/22/2019	13565	Verizon Wireless		
06/12/2019	9831989209		Phone charges and Mifi	26.44
				<u>26.44</u>
			Total	<u>\$ 14,074.03</u>



**NOAA Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Amount
08/01/2019	13566	AVS Elevator		
07/22/2019	3681		Perform quarterly service	551.62
				<u>551.62</u>
08/01/2019	13567	Ecolube Recovery		
07/18/2019	242091		Hazardous material disposal	1,440.00
				<u>1,440.00</u>
08/01/2019	13568	Kings III of America		
08/01/2019	1687567		Elevator emergency phone connection	129.00
				<u>129.00</u>
08/01/2019	13569	Performance System Integration		
07/25/2019	678828		Repairs to the fire alarm system	987.50
				<u>987.50</u>
08/01/2019	13570	Standard & Poor's		
05/07/2019	11368177		Annual surveillance fee - revenue bond	10,000.00
				<u>10,000.00</u>
08/01/2019	13571	Verizon Wireless		
07/12/2019	9833963972		Phone charges and Mifi	26.57
				<u>26.57</u>
08/16/2019	13572	Advanced Backflow Testing		
06/30/2019	4786		Annual testing and certification of backflow devices	525.00
				<u>525.00</u>
08/16/2019	13573	Amazon Capital Services		
07/30/2019	1D6J-FMJD-44CT		Rainbird sprinkler nozzles	28.25
08/02/2019	1P4R-YQC7-TCGJ		Square D filler plates for NF electric panel	94.55
08/05/2019	16R1-KVLP-GRMY		Batteries and Rainbird sprinkler nozzles	61.54
				<u>184.34</u>



**NOAA Fund
July 23, 2019 through August 16, 2019**

Date	Num	Name	Memo	Amount
08/16/2019	13574	American Bankers Ins Co of FL		
07/28/2019	AB00127528-19		Warehouse flood insurance	1,010.00
07/28/2019	AB00127527-19		Admin building flood insurance	757.00
				<u>1,767.00</u>
08/16/2019	13575	American Red Cross		
07/31/2019	22212450		Adult and pediatric First Aid/CPR/AED training	137.70
				<u>137.70</u>
08/16/2019	13576	Lincoln County Public Works		
08/01/2019	5979		Gas and wash for truck	56.82
				<u>56.82</u>
08/16/2019	13577	MC Dean	Annual service inspection and maintenance	
08/01/2019	194142055001		Battery back-up system inspection	3,120.00
				<u>3,120.00</u>
08/16/2019	13578	Pioneer Connect		
08/01/2019	2422849		Telephone	241.34
				<u>241.34</u>
08/16/2019	13579	Special Districts Insurance Services		
08/02/2019	Sep Health-Dental-Lf		Monthly health-dental-life insurance	745.59
				<u>745.59</u>
08/16/2019	13580	Thompsons Sanitary Service		
07/31/2019	22644 7-2019		July service	435.20
				<u>435.20</u>
08/16/2019	13581	US Bank		
07/25/2019	5433680		2010 revenue bond administration fees	700.00
				<u>700.00</u>



NOAA Fund
July 23, 2019 through August 16, 2019

Date	Num	Name	Memo	Amount
08/16/2019	13582	Vertiv Corporation		
08/01/2019	57723137		Liebert AC annual maint inspection	981.23
				981.23
			Total	\$ 22,028.91

**PORT OF NEWPORT
RESOLUTION NO. 2019-12**

A RESOLUTION ADOPTING A PUBLIC RECORDS POLICY

WHEREAS, the Port of Newport Board of Commissioners By-laws states in Section 13 that the Port Commission shall adopt a Public Records resolution in accordance with ORS 192.440; and

WHEREAS, the Port of Newport adopted Resolution 2015-04 Adopting a Public Records Policy; and

WHEREAS, the Oregon Legislature enacted revisions to and renumbered the Oregon Revised Statutes as relates to public records requests; and

WHEREAS, the Special District Insurance Services (SDIS) Best Practices Program for 2019 recommends adopting a Public Records Policy, and

WHEREAS, the Port of Newport wishes to update the policy to comply with current law and law as may be modified by the Oregon Legislature from time to time, and revise the format; and

WHEREAS, the State Attorney General suggests that public bodies establish protective measures to maintain the integrity of public records or to prevent interference with the duties of the records custodians, and

WHEREAS, the State Attorney General recommends there be a process in which the public has opportunity to comment on these measures; NOW THEREFORE

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Port of Newport Public Records Policy, attached hereto as Exhibit A, is hereby adopted by reference.

Section 2. The Policy and Procedures may be modified by Resolution, or may be modified administratively to follow best practices, for example to update items to incorporate new laws and rules, or to meet OAMR and other professional standards.

Section 3. Staff is directed to codify this policy according to past administrative practices.

Section 4. Repealer. All previous Public Records Policies are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 27th day of August, 2019.

ATTEST:

Sara Skamser, President

Walter Chuck, Secretary/Treasurer



Port of Newport

Public Records Policy

*Adopted by Resolution XXXX
[DATE]*

Port of Newport Public Records Policy

PORT OF NEWPORT PUBLIC RECORDS POLICY

Table of Contents

Chapter 1. General Provisions.....	2
1.1 Title.....	2
1.2 Definitions.....	2
1.3 Purpose and Scope.....	2
1.4 Variances.....	2
1.5 Interpretation.....	3
1.6 Severability.....	3
Chapter 2. Public Records Requests.....	3
2.1 Right to Inspect Public Records.....	3
2.2 Specificity of Request.....	3
Chapter 3. Response to Public Records Requests.....	3
3.1 Initial Response.....	3
3.2 Inspection of Records.....	4
3.3 Copies of Records.....	5
3.4 Closing of the Request.....	5
Chapter 4. Public Records Request Fees	5
4.1 Fee Schedule.....	5
4.2 Fee Waivers or Reduction.....	6

Chapter 1. General Provisions

1.1 Title. This Policy and any amendments hereto shall be called, collectively, the Port of Newport Public Records Policy.

1.2 Definitions. As used in this Policy, the following terms are defined as follows by **ORS 192.311**.

- (a) “Business day” means a day other than Saturday, Sunday or a legal holiday and on which at least one paid employee of the public body that received the public records request is scheduled to and does report to work. In the case of a community college district, community college service district, public university, school district or education service district, “business day” does not include any day on which the central administration offices of the district or university are closed.
- (b) “Custodian” means a public body mandated, directly or indirectly, to create, maintain, care for or control a public record. “Custodian” does not include a public body that has custody of a public record as an agent of another public body that is the custodian unless the public record is not otherwise available.
- (c) “Person” includes any natural person, corporation, partnership, firm, association or member or committee of the Legislative Assembly.
- (d) “Public body” includes every state officer, agency, department, division, bureau, board and commission; every county and city governing body, school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency of this state.
- (e) “Public record” includes any writing that contains information relating to the conduct of the public’s business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics.
- (f) “Public record” does not include any writing that does not relate to the conduct of the public’s business and that is contained on a privately owned computer.
- (g) “Routine Materials” are those items already regularly produced during the Port’s regular course of business.
- (h) “Writing” means handwriting, typewriting, printing, photographing and every means of recording, including letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, files, facsimiles or electronic recordings.

1.3 Purpose and Scope. The purpose of this policy is to provide reference to and identify procedures for complying with Oregon Public Records Law, ORS 192.311 – 192.478.

1.4 Variances. The General Manager shall have the discretion to vary or modify the strict application of the provisions of the policy in any case in which the strict application of said provisions would result in practical difficulties or unnecessary hardships.

1.5 Interpretation. If any section or part of this policy is found to be inconsistent with any laws of the State of Oregon or of the United States, or any rule, regulation or standard established pursuant thereto, such section, or part thereof shall be interpreted in the manner most consistent with its original intent that is not inconsistent with any laws of the State of Oregon or the United States or any rules, regulations or standards established pursuant thereto. Nothing contained in this policy shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Port Commission or management.

1.6 Severability. Should any portion or the application thereof to any person or property be found invalid for any reason, the validity of the remainder of these provisions or the application of such remainder to other persons or property shall not be affected.

Chapter 2. Public Records Requests

2.1 Right to Inspect Public Records.

- (a) ORS 192.314 gives every person the right to inspect any non-exempt public record held by a public body. Requests for such Port of Newport records must be made under the Oregon Public Records Law and in accordance with this policy.
- (b) The Port shall permit inspection and examination of its non-exempt public records during regular business hours in the Port's offices, or such other locations as the Port may reasonably designate from time to time.

2.2 Specificity of Request.

- (a) In order to facilitate the public's access to records in the Port's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying shall submit that request in writing using the request form (Attachment A). The records officer shall have the authority to modify the form to more efficiently meet changes in state statute and best practices.
- (b) All requests for public records shall include the date, name, address email address, and signature of the person making the request.
- (c) The request form must contain the specific records requested, furnishing the dates, subject matter and such other details as necessary to enable Port personnel to readily locate the records sought.

Chapter 3. Response to Public Records Requests

3.1 Initial Response.

- (a) Within five (5) business days, the records officer or designee shall acknowledge all public records requests, according to ORS 192.324, either by fulfilling the request or responding:
 - (1) The Port is the custodian of the requested records; or

- (2) The Port is not the custodian of the requested records; or
 - (3) The Port is uncertain whether it is the custodian of the requested records.
- (b) As soon as reasonably practicable, but not later than ten (10) business days after the date by which a public body is required to acknowledge receipt of the request under ORS 192.324, the Port shall:
- (1) Complete its response to the public records request; or
 - (2) Provide a written statement that the Port is still processing the request, providing a reasonable estimate by which Port staff expects to complete its response based on the information currently available.
 - (3) The Port is not subject to this response timeframe if it is awaiting response from the requestor seeking clarification of an inquiry or if the requestor has not agreed to pay for the records, provided that the cost is \$25.00 or more. Other considerations that apply are:
 - Complicated requests
 - Large volume of requests
 - Requests involving documents not readily available, or if the necessary staff are unavailable to fulfill the request.

3.2 *Inspection of Records.*

- (a) If a request to review original records is made, the Port shall permit such a review provided that search fees are paid in advance in accordance with Chapter 4 of this policy. A representative of the Port shall be present at any time original records are reviewed, and the charges for standing by while records are reviewed shall be the same as the charges for searching or reviewing records.
- (b) Inspection of records will occur during regular Port business hours, by appointment. All records shall be inspected at Port facilities. A requestor may personally inspect the requested records, but the right to inspect records does not include the right to access file cabinets or other records storage areas, or the right to disassemble or change the order of records in files. Original records may not leave the custody of the Port.
- (c) If the Port maintains copyrighted material, the Port will permit the person making the request to inspect the copyrighted material, and may allow limited copying of such material if allowed under federal copyright law. The Port may require the requestor to obtain written consent from the copyright holder before allowing copying of these materials.
- (d) If any person attempts to alter, remove or destroy any Port record, the Port representative shall immediately terminate such person's review, and notify the attorney for the Port.

3.3 Copies of Records.

- (a) Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained.
- (b) Providing non-exempt public records is a governmental activity covered by the Americans with Disabilities Act (ADA). The Port will provide an opportunity for individuals with disabilities to request an alternate form.
- (c) A staff member or the Port attorney, depending on the complexity of the records, must review the requested documents to make certain the record does not contain any exempt information before releasing the public records. If a document does contain exempt information, a copy, in lieu of the original, may be provided for inspection with the exempt portion blanked out.

3.4 Closing of the Request.

- (a) Response to the public records request is complete when:
 - (1) The Port provides access to or copies of all requested records within the possession or custody of the city that are not exempt from public disclosure, or explains where the records are already publicly available; or
 - (2) The Port asserts any exemptions from disclosure that the city believes apply to any requested records and identifies state or federal law that the city relied on in asserting the exemptions; or
 - (3) The Port complies with ORS 192.338 regarding separation of exempt and non-exempt public records; or
 - (4) The requester fails to pay the fee within 60 days of the date on which the Port informed the requester of the fee, or fails to pay the fee within 60 days of the date on which the public body informed the requester of the denial of the fee waiver; or
 - (5) The requester fails to respond within 60 days to a good faith request from the Port for information or clarification.

Chapter 4. Public Records Request Fees

4.1 Fee Schedule.

- (a) Fees for public records requests and Port labor are set annually through a Resolution Setting Rates, Fees & Charges which is updated through the annual budget process.
- (b) Copies of non-standard documents may be charged in accordance with the actual costs incurred by the Port.

- (c) Once receipt of a public records request has been acknowledged, staff will prepare a cost estimate reflecting the cost of Port staff time, the materials required to make the records available, and any consultation time as required. The cost estimate will include the costs for researching, summarizing, and compiling the information.
 - (1) If the estimated costs involved in fulfilling your request exceed \$25, the Port will advise you of the estimated costs and require your approval before beginning the request.
 - (2) The Port requires a deposit in the full amount of the estimated costs before expending additional Port resources on the request. If the actual costs of completing the request exceed the estimate, the Port will not release the records until the actual costs are paid in full. If the actual cost of responding to the request is less than the estimated cost, the balance of the requestor's deposit will be refunded.
 - (3) Full payment of the total amount of costs incurred is required before the public records are inspected or copies are released.
- (d) Additional Charges: if a request is of such magnitude and nature that compliance would disrupt the Port's normal operation, the Port may impose such additional charges as are necessary to reimburse the Port for its actual cost of producing the records.

4.2 Fee Waivers or Reduction.

- (a) A person requesting a waiver or reduction of fees shall file a written request by completing the section on the Public Records Request form, which should identify the purpose for which the requestor intends to use the information, and whether they can demonstrate the ability to disseminate the information to the public. The General Manager will review the waiver request while also considering the requestor's ability to pay and any financial hardship on the Port that might arise from granting the waiver or reduction of fees.
- (b) The Port will respond to requests from the news media for routine materials by either providing copies or advising the information is available on the Port's website, free of charge. Any non-routine materials requested by the news media will be charged at the fees described above unless the fees are waived or reduced.
- (c) The Port will respond to requests for routine materials personal to the requestor by either providing copies or advising the information is available on the Port's website, free of charge. Any non-routine materials requested will be charged at the fees described above.
- (d) The Port will respond to requests for routine materials requested by any Port elected official or appointed advisory body member by either providing copies or advising the information is available on the Port's website, free of charge, if the request relates to information needed in the requestor's official capacity. Any other materials requested will be charged at the fees described above.

**Attention: Custodian of Records**

600 SE Bay Boulevard Newport, OR 97365
 541-265-7758 / 541-265-4235 Fax
 khewitt@portofnewport.com

PUBLIC RECORDS REQUEST FORM*

*The Port will not recognize/accept any other means of public records request pursuant to the Port of Newport Public Records Policy.

Requester Information (Please print clearly):

Name:	Request Date:
Mailing Address:	
Daytime Phone:	Email Address:
	Fax Number:
Preferred method of contact: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> Email	
Is this request related to a lawsuit in which the Port of Newport is a party, or a tort claims notice filed with the Port of Newport? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, claimant name and incident date:	

Description of Records Requested: (Describe in detail the type of document, date, author, title, etc. If you need more room, please attach additional sheet(s). Please indicate if you want to inspect the records or if you need certified copies of the records. If no indication is made, regular copies will be provided):

Copies may be furnished without charge or at a substantially reduced fee if the General Manager determines that the waiver or reduction of fees is in the public interest because making the record available primarily benefits and will be distributed to the public at large, not an individual or group.

Does this request primarily benefit the general public? Yes No If yes, please describe the particular or specific public benefit below:

Preferred method of receiving the described records: Mail Email Fax *

Note: Additional charges may be assessed (e.g. postage or staff time for faxing material). Fees are reviewed annually.

The Port will respond to your request as soon as practicable and without unreasonable delay.

- If the estimated costs involved in fulfilling your request exceed \$25, the Port will advise you of the estimated costs and require your approval before beginning the request.
- The Port requires a deposit in the full amount of the estimated costs before expending additional resources on the request.
- If the actual costs of completing the request exceeds the estimate, the Port will not release the records until the actual costs are paid in full. If the actual costs of responding to the request is less than the estimated cost, the balance of the requestor's deposit will be refunded.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE CONDITIONS, and further agree to pay the costs associated with fulfilling this Public Records Request according to the conditions as set forth above. These costs may include the cost of searching for records, reviewing records to redact exempt material, supervising the inspection of records, copying records, certifying records and mailing records. I agree to pay a maximum of \$25 without further approval.

Signature of Requestor:

Date: _____



FINANCE DEPARTMENT MONTHLY REPORT

DATE: August 27, 2019
PERIOD: July 2019
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Please note that this month's packet includes two months of Accounts Payable

July 2019 Financial Reports

Financial reports as of July 30, 2019 are included.

Profit and Loss - Budget to Actual Reports

General Operating Fund (GOF)

- We are in the first month of the fiscal year, it is difficult at this point to project year end balances.
- We budget on a straight-line basis therefore, as we are still in the busy summer season, there is an appearance of a stronger revenue forecast, but the revenues will even out over the fiscal year.
- The same holds true for operating expenses, as in the previous bullet.
- Net income for the month of July was approximately 236K, resulting in a net asset increase (Balance sheet page 1).
- We anticipate transferring approx. 1.4 million out of General Fund to: Capital construction \$1.19 Million and approx. \$205K to reserves.

NOAA Lease Revenue Fund (NOAA)

- 2019-2020 we are expecting a 97,605 net operating income and a 1K non-operating income for a total of approximately 98K income.

Construction Fund (CF)

- We have budgeted the EDA grant while anticipating the award and anticipate transferring \$1.2 million of General fund to cover the costs of construction in the upcoming year.

Bonded Debt Fund (BDF)

- No activity to report, waiting for bond payments in December

Annual Audit Services

We have received and are collecting materials for the auditors, we are gathering materials, and the expected completion date of the audit is late November.

Accounts Receivable:

This is informational only. In your packet is a letter to current Accounts Receivable customers. I have reviewed our current accounts receivable aging report and the port's Fiscal Management Policies. We are in the process of implementing the Accounts Receivable Policy (and process). This is different than current practice, so we are notifying our customers of this change. Please review and let me know of any comments, we hope to send this out as soon as tomorrow.

Administrative Costs

We are now associating our lease revenues with the profit center that generated that income. Historically, this lease revenue was associated with the Administrative cost center. This means the administrative costs must be allocated to the profit centers. Two methods are being considered. By early September an allocation method will be chosen which will accurately reflect the oversight effort to maintain the profit centers.

Other

We are beginning the analysis of the cost of operations in each profit center to the correct price points.

Software Review

We have started our analysis to determine if QuickBooks is a robust enough system to meet the port's needs, and if any efficiencies can be gained by moving to a more robust system. We will be considering the RV park reservation system as well.

###

On Letterhead

Date

Dear Customer,

Thank you for your continued support of the Port. As you may have heard, there are many new staff members at the Port offices and changes are coming to more fully align with best practices and recently adopted policy. We are implementing a newly adopted policy that may directly affect your business, so I wanted to give you advance notification of the change.

Just as you would expect of your customers to pay their bill, the Port expects that customers will pay amounts owed, make arrangements to pay any amounts owed, or dispute charges they feel are not owed. This is doubly important as the Port is a public entity. In reviewing our programs the port office, realized, there was a need for specific policies around Fiscal Management, these were developed and presented to the commission.

In May 2019, the commission reviewed and passed resolution 2019-08 and thereby adopted the Fiscal Management Policies for the Port of Newport. In accordance with port Fiscal Management Policies, the Port is implementing the Accounts Receivable policy (and process) as specified in Chapter 8 (page 13) of the Fiscal Management Policies. Below are key elements of this.

Accounts are considered delinquent under one or more of the following conditions:

- a) failure to register and prepay moorage within 24 hours of arrival or expiration of prior transient license; or
- b) failure to pay at the time services are rendered ; or
- c) for written agreements with the Port, accounts 30 days past due.

At 30, 60 days past due, a specific past due notice will be sent from the Port office. At 75 days past due, the Port will send a final collections notice and the account will be assigned to a third-party to collect the amounts owed, plus any collections fees charged by the third party.

I also understand the nature of fisheries, there may be times that there are exceptional circumstances, these circumstances will not allow you to pay your bill on time. We want to work with you in these cases, so please drop by or call the port office to make arrangements for payment, or to extend the due date. If a payment plan is setup, the Port General Manager (Paula Miranda) will review and approve the plan.

As has been the historical practice, the port will reinstitute adding a past due fee to delinquent accounts. This fee is to defer the administrative costs of billing on past due accounts.

Again, we thank you for your continued support, if you have any questions or comments, please do not hesitate to contact me directly.

Best Regards,

Mark A. Brown

Director of Finance and Business Services



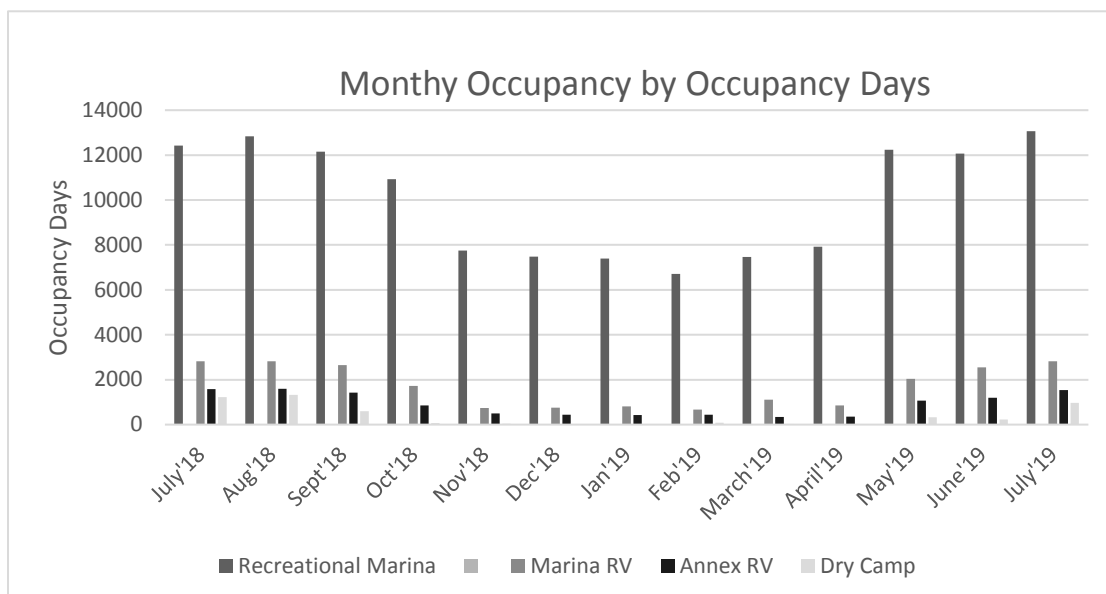
RV PARK & RECREATIONAL MARINA OCCUPANCY REPORT

DATE: *06 August 2019*
RE: *Month Ending 31 July 2019*
TO: *Aaron Bretz, Director of Operations*
ISSUED BY: *Bill Hewitt, RV Park Supervisor*

We are keeping very busy at the South Beach Operation and glad to get July behind us. The Marina RV Park was up slightly from last July, while the Annex was a little bit down from last July. The Marina was ahead of July 2018 while the Dry Camping was behind last July 2018. Year to date the Marina is ahead of last year by a nice little margin. The Annex Park is also ahead of last year's year to date numbers even though it was behind for this month. Dry camping and the Marina RV Park are behind in year to date numbers. Even though we are a little behind in the RV Park with attendance we are ahead in revenue. (\$646,704.15 vs \$710,045.35 a difference of \$98,360.46) The Marina is up \$35,019.26 from this time last year. So in conclusion the price increase in the Marina RV Park and Dry Camping may have caused attendance to go down slightly but revenue is up. The price increase has been a success because we have stayed pretty close to last years' levels of occupancy.

OCCUPANCY DAYS MONTH & YTD

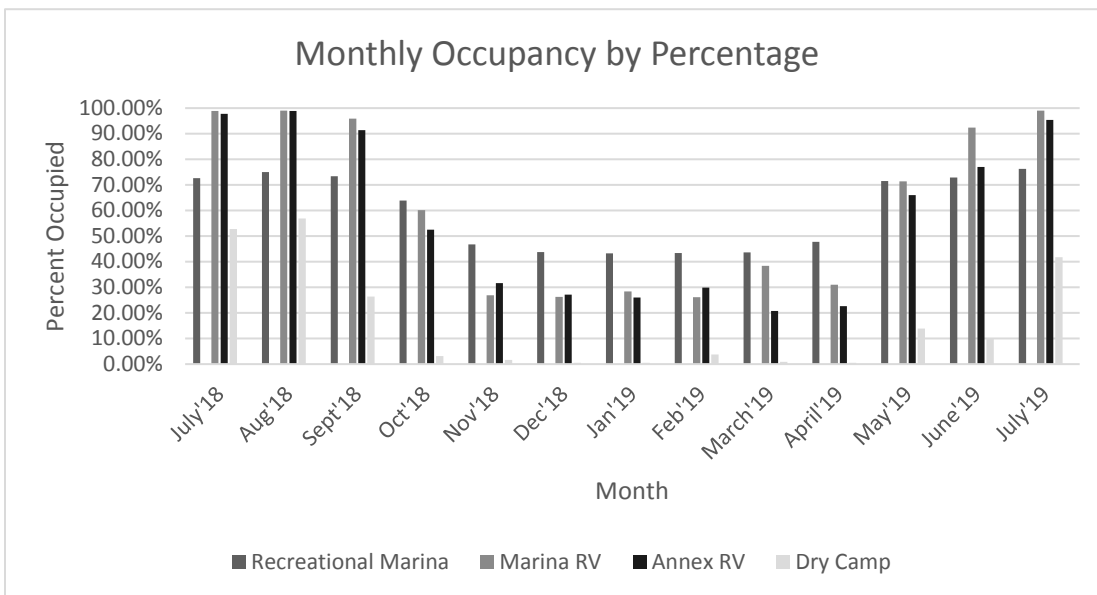
July' 2019	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational Marina	12420	13060	5.15%	66150	66834	1.03%
Marina RV	2820	2824	0.14%	11169	10846	-2.89%
Annex RV	1576	1538	-2.41%	5174	5349	3.38%
Dry Camp	1226	970	-20.88%	2067	1649	-20.22%





OCCUPANCY PERCENT MONTH & YTD

July' 2019	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational Marina	72.58%	76.32%	3.74%	56.53%	57.11%	0.58%
Marina RV	98.88%	99.02%	0.14%	57.26%	55.60%	-1.66%
Annex RV	97.76%	95.41%	-2.35%	46.93%	48.52%	1.59%
Dry Camp	52.73%	41.72%	-11.01%	13.00%	10.37%	-2.63%





DIRECTOR OF OPERATIONS REPORT

DATE: 07/16/2019
PERIOD: July 2019 – August 2019
TO: Paula J. Miranda, General Manager
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

South Beach remains busy and at capacity; on the commercial side, the tuna season has had a slower than normal start. I've been working on replying to the EDA's letter of continued interest. The EDA is not familiar with the Army Corp's Joint Permit process, so I have been carefully explaining environmental aspects of the permitting as I write the response to the letter.

Detail:

- **Scoping of South Beach Storm Sewer**
(Attached PowerPoint with imagery)

- **Port Dock 5 Project**

We submitted the plans for review to the City for the building permit. The fees are refundable except the cost of the plan review if funding fails to materialize.

- **Additional Commercial Marina Projects**

I am currently working on permitting for piling repairs and determining the scope of work on these repairs so that we can bid the work.

- **South Beach Boat Ramp Repair**

The Joint Permit Application is complete and has been sent to the City for signature in the land use portion. After that's complete, we will be sending to the Army Corps and to DEQ.

- **Parking Enforcement**

We have increased parking enforcement and have seen a generous increase in the number of citations issued. I am still not sure how that has impacted the violations we've seen, but I haven't heard any complaints about people parking where they shouldn't since we stepped up enforcement.

- **Maintenance Crew**

The positions are still unfilled; we solicited for qualified personnel internally and received some interest. We will be making a determination on the best way forward on these roles after talking with our internal candidates and comparing the results of the wage study that the Port is undertaking.

- **Fish Cleaners and Table**

Permit process is still under development; the tables have been operating as they have in the past for now, I am looking at the cost of an additional table, and the additional lift created by tuna season (which has been slow this year starting up).

Newport International Terminal- Don Moon, Supervisor

Billable Services Performed this Period (November)

- Forklift – Hrs 29.5
- Morage – 80 Days
- 30 Ton Hydraulic Crane – Hrs 21
- Hoist Dock Tie Up – Hrs 38.5
- Labor – Hrs 41.5
- 208V power – 90 Days

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

Completed In Progress **Brush Cutting Around East Entrance, 9ac. lot**

Commercial Marina- Kent Gibson, Harbormaster

Billable Services Performed this Period:

- Forklift – 95Hrs
- Hoist Dock Crane(s) – 17Hrs
- 30 Ton Hydraulic Crane - *Enter #.Hrs*
- Dock Tie Up – 208.5Hrs
- Launch Tickets - *Enter #. Passes sold*
- Other (Labor) – Hrs

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 **Started project to replace broken walers at 5B23**

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

July turned out to be much slower than the previous month and slower than July last year at the Hoist Dock. The numbers for forklift billable hours are 42% less than July 2018 and down 29% from last month. Dock crane was up 133% from July 2018 but down 44% from last month. Tie up time at the Hoist Dock reflects a 17% decrease from July 2018 and a 15% decrease from last month. This slower than usual use I believe is from the tuna deliveries being almost nonexistent in July compared to last year. On a brighter note, our new axle charges for large trucks came in at 116 axles for the month of July generating \$812 in new fees.

NOAA MOC-P Jim Durkee, Maintenance Supervisor

Special Projects:

Completed In Progress Installed one more backer pipe.

Other:

Vessels Using the Facility Since My Last Report – NOAA vessels Hi'ialikai, Bell M. Shimada, Fairweather. WHOI vessel Atlantis. USCG vessels Aspen and Active.

Office Occupancy Admin Building – 65 Work Stations Total, 47 Occupied
Warehouse Bldg. – 23 Work Stations Total, 7 Occupied
Occupancy Rate – 61%

Annual inspection and service of fire extinguishers with Valley Fire Control.

Performance Systems came in and isolated the individual strobe unit that was causing the ground fault in the fire panel that I mentioned on the last report. I will leave replacement of that strobe until after annual inspection in case anything else comes up in need of repair/replacement.

Quarterly elevator inspection with AVS.

Turned on the irrigation system now that dry weather finally arrived.

Annual inspection of HVAC systems with Coastal Refrigeration. (Minus Liebert AC in Data Room & Boiler, both are done by other contractors)

Annual inspection of the FM200 Fire Suppression Systems with Northwest Fire Suppression.

I completed the NOAA IT Security Awareness & Privacy Training.

Annals Completed-

Eelgrass survey

Backflow devices

Fire extinguishers

HVAC

Elevator

FM200 Fire Suppression Systems

Annals yet to be completed-

Fire alarms and sprinklers

Storm-water systems

Boiler

Generator

Liebert air conditioner (Data room)

Battery back-up systems

Cathodic protection systems (pier)

Overhead doors

Automatic transfer switch (emergency power system)

Other jobs to be completed in this fiscal year (July-June)

Office painting (winter after hours)

Replacement of remaining backer pipes in the pier fender system

Replacement of pier lights with LED's

Replacement of the outside unit of the Liebert air conditioner

Replacement of anodes on the west zone of the pier cathodic protection system

Port Mates Volunteers

The Mates have been a huge supporter of Shop at the Dock; it's been a great success thanks to their efforts on behalf of the Port.

SouthBeach Stormwater Outfall

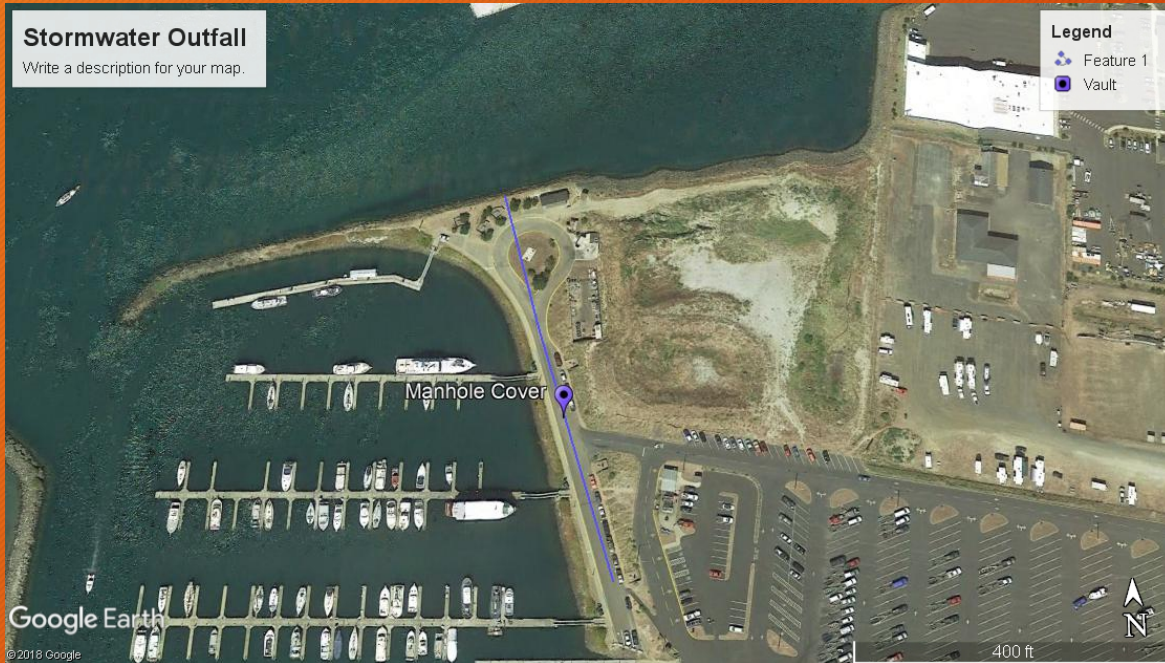
Aaron Bretz, Director of Operations
Port of Newport
August 21, 2019



South Beach Stormwater Outfall

This rough representation does not show the entire drain network. I've focused here on the parts we recently had scoped, and the areas of greatest concern

View at the Bottom of the Manhole Pictured



Longitudinal Crack in the Top of the Pipe



Distortion in the Pipe, Right Side



Circumferential Crack



Drain Tie-In



Camera Stopped due to Standing Water



Sink Hole



Sink Hole



South Outfall, Typical Condition



From the Manhole to the West



Camera Stopped; Pipe Impassable





GENERAL MANAGER MONTHLY REPORT

DATE: 08/27/19
PERIOD: 07/19/19- 08-23-19
TO: Board of Commissioners
ISSUED BY: Paula J. Miranda, General Manager

OVERVIEW

Summary:

I am happy to say we have our Administrative Staff vacancies all filled at this time with the hiring of our new Director of Finance, Mark Brown. I believe Mark brings a wealthy amount of experience to the Port and we look forward to working with him. This month I had several of our management staff attending the annual SDAO training crafted for new commissioners and supervisors. I think that has given a lot of good insight for some of our supervisors in keeping up with several rules and regulations, especially regarding procurement issues.

I have also created recurring meetings with Angela Nebel to stay on top of our communications effort. If you haven't had the chance, please check our website and our Facebook on the regular basis to follow up on our stories. There are several good stories highlighting the Port work and community engagement. We have also from time to time put out some press releases, which you will find on the local papers, website and social media. As discussed on Angela's scope of work, we still think it is important to consider doing a written publication of a newsletter of some kind highlighting the Port work for those who are not engaged in a regular basis and may not know what the Port does. It may not be an ongoing effort, but I think it will help invite the general community to look at the electronic publications of the Port. Please see Angela's letter attached.

I was asked to research cruise ships possibilities. I founds some efforts by Don Mann dated back in 2008. Apparently, some Strategic Analysis had been done with a possible good outcome. After discussing it with Don Mann, the effort was mostly put aside due to the NOAA efforts at the time. I will continue to research and bring back to the commission any new information to see if this is something viable and something the board would like to continue engaging.

The Strategic Plan was finalized and posted on the website as approved with the blessing of Business Oregon.

Work Actions:

- The Port has submitted an application for the available EPA Brownfield grant for the Yaquina Bay. The properties submitted was the former Yaquina Fruit property and the Rogue seawall. This grant will not pay for the fixings, but just the evaluation of the sites, which could still save the Port some money.
- The Port has submitted all efforts to obtain the EDA grant for Dock 5. Now we just have to wait for the outcome. Great effort on Aaron Bretz's part on completing all necessary paperwork.
- As you have seen per the attached Consent Calendar regarding the NOAA Bonds, we are marching forward trying to refinance both the NOAA Bonds and the GO Bonds for the NIT.

Licenses:

- Oregon Coast Therapy Animals – Pet Partners of the Oregon Coast, The World's Largest Dog Walk, Sep 28

Meetings/Trainings/Summits:

The following is a list of meetings I attended and people I met:

- OPPA Meeting – 07/31
- SDAO Training – 08/07
- City of Newport Planning Department – 08/15
- Shop at the Dock – 08/16
- City of Newport Council meeting introductions with Sara Skamser – 08/19
- Offshore Wind Energy Roundtable with Kurt Schrader – 08/21
- Oregon Coastal Caucus – 08/21-22
- Steve Webster regarding Dock 1 – 08/23

Schedule Meetings/Conferences:

- YBEF Annual Meeting – 08/28
- Meeting with Bob Cowan – OSU – 09/05
- OCWCOG/Exec. Director Fred Abousleman & Deputy Director Rachael Maddock-Hughes - 08/16
- OPPA Conference – 10/03-4
- Yale Fogarty and Mary Botkin – First week of September - Tentative
- Regional Solutions Team – End of October – Tentative



Date: August 20, 2019
To: Paula Miranda, Port General Manager
From: Angela Nebel, Summit
Subject: Community Newsletter

Part of the Port’s communication objective, consistent with the marketing goals in your 2019 Strategic Business Plan, is to “build trust, transparency, and excitement within the local community” and educate the community on the Port’s role in managing the waterfront, fostering business opportunity, and creating economic growth.

As you and I have discussed, when one talks about the Port with community members who are unrelated to any of the waterfront industries, it’s remarkable how little people know about the work of the organization. In my original planning, I interviewed several community members who knew very little about your operation or thought the full extent of the Port’s work was operating the commercial marina.

In the agreement approved by the Port Commission at your June meeting, production of a printed community newsletter is one way to educate the community and build both transparency and excitement around the Port.

While a digital publication can be effective, it takes a concerted effort and a fair amount of time to build an impactful email list. Sending an email to a couple of hundred people won’t achieve your communication goals. I am proposing a multi-prong approach, where we begin with a printed publication and use that to build interest in the Port and, over time, encourage sign-up for a digital publication.

The cost for producing and printing these newsletters (two annually) was included in the scope of work outlined in late June.

As we move forward, we will have to be judicious about the content we include in the newsletter. As we discussed, we can’t make any assumptions about what people know about the Port, but we also want them to find the newsletter to be compelling, interesting, and worthwhile.

From a timing perspective, my goal would be to circulate a newsletter in the fall and in the spring – avoiding the distractions of the holiday season and the more active summer season. I look forward to your feedback with regard to whether you are ready to move forward on creation of a community newsletter.