

PORT OF NEWPORT REGULAR MONTHLY COMMISSION MEETING AGENDA

Tuesday, 24 July 2018, 6:00 p.m.

South Beach Activities Room

2120 SE Marine Science Drive, Newport, OR 97365

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I. Call to Order	
II. Commissioner Changes to the Agenda	
III. Introduction to Teri Dresler, Interim General Manager	
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XII. Commissioner Reports	

Calendar/Future Considerations

- A. Fridays Shop at the Dock, Oregon Sea Grant 07/14 – 08/18
 - B. Annual Coastal Economic Summit, Portland, Ore. 08/23 – 08/24
 - C. Regular Commission Meeting 08/28
 - D. Labor Day, Port Office Closed 09/03
- XIII. Public Comment (5 minutes limit per person)
- XIV. 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: <http://portofnewport.com/rv-parks/map.php>

PORT OF NEWPORT MINUTES

June 25, 2018

Commission Special Meeting

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

Agenda Item

Audio Time

I. CALL TO ORDER

Commission President Pro-Tempore Stewart Lamerdin called the Special Commission Meeting of the Port of Newport Board of Commissioners to order at 6:01 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

0:00

Commissioners Present: Walter Chuck (Pos. #1), Secretary/Treasurer Pro-Tempore; Sara Skamser (Pos. #2), Vice President Pro-Tempore; Stewart Lamerdin (Pos. #3), President Pro-Tempore; and Jeff Lackey (Pos. #4).

Management and Staff: Doug Parsons, General Manager; Aaron Bretz, Director of Operations; Mark Harris, Accounting Supervisor; Pete Gintner, Port Attorney; and Becca Bishop, Accounting Clerk.

Members of the Public and Media: Stephen Webster, Siletz Boat Works Inc.; Mark Collson, Budget Committee; Heather Mann, Midwater Trawlers’ Cooperative (MTC); Mike Storey, MTC; Steve Beck, Newport resident; Dan Kamikawa, HMSC.

II. DISCUSS THE GENERAL MANAGER’S EMPLOYMENT CONTRACT

Lamerdin introduced the meeting saying the purpose of the meeting was to allow the Commission to express concerns about the General Manager’s performance and/or consider options related to continued employment. An option could be early termination of the General Manager’s contract, and the General Manager could opt to have this discussion in Executive Session or Open Session.

III. PUBLIC COMMENT

Stephen Webster spoke in favor of continuing Parson’s contract.....

1:45

Mark Collson spoke in favor of continuing Parson’s contract.....

5:41

Heather Mann spoke in favor of terminating Parson’s contract

7:40

Mike Storey spoke about Parson’s lack of communication with Port users

11:34

Steve Beck spoke in favor of continuing Parson’s contract.....

12:56

IV. DISCUSS THE GENERAL MANAGER’S EMPLOYMENT CONTRACT

The Commissioners discussed the procedure for continuing the discussion. Parsons requested the Commission continue discussion in open session. The Commissioners discussed their comments and concerns with Parsons’ performance and continuation as General Manager, and the direction of the Port.

14:37

Parsons also commented on his experience working at the Port and with the Commission. 23:08

Lamerdin reviewed options for Commission action. 26:03

A motion was made by Skamser and seconded by Lackey that the 30 day termination provision of the General Manager’s employment contract be exercised and that the General Manager be given written notice that his employment with the Port of Newport is terminated as of July 26, 2018. 27:53

The Commissioners made additional comments on the motion. 28:28

The motion passed 4 – 0. 31:09

Lamerdin stated the Board’s request to have Parsons return his keys and passwords to the Director of Operations by 8:30 the next morning, and to be available if needed for the next 30 days. Lamerdin added that this was not a “for cause” decision, but had to do with fit, and discussed the next steps moving forward. Parsons added comments regarding transition. 31:20

V. PUBLIC COMMENT 34:40

Dan Kamikawa commented on the Board’s decision and the process for choosing a General Manager.

Heather Mann expressed optimism and support for the Port and the Commission.

VI. ADJOURNMENT 38:10

Having no further business, the meeting adjourned at 6:39 pm.

ATTESTED:

Stewart Lamerdin, President
Pro-Tempore

Walter Chuck, Secretary/Treasurer
Pro-Tempore

PORT OF NEWPORT MINUTES

June 26, 2018

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

I. CALL TO ORDER

Commission President Pro Tem Stewart Lamerdin called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 6:01 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

0:00

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

Management and Staff: Aaron Bretz, Director of Operations; Mark Harris, Accounting Supervisor; and Becca Bishop, Accounting Clerk.

Members of the Public and Media: David Jincks; Jim Shaw; Yale Fogarty, ILWU; Pat Ruddiman, ILWU; Doug Cooper, Hampton Lumber; Dietmar Goebel, Newport City Council; Alan Brunstad, Cascade Hardwood; Ken Jones, Cascade Hardwood.

**II. JAMES BURKE, COMMISSIONER POSITION #5; OATH OF OFFICE.....
(BY-LAWS, SEC. 5(D))**

0:50

A motion was made by Chuck and seconded by Lackey to appoint Aaron Bretz as Clerk of the Board for the Port of Newport. The motion passed 4 – 0.

A motion was made by Chuck and seconded by Skamser to appoint James Burke to Commission Position #5 for a one-year unexpired term that expires on June 30, 2019. The motion passed 4 – 0.

Commissioner James Burke was sworn into office by Aaron Bretz, Clerk of the Board.

III. FISCAL YEAR 2018-19 BUDGET HEARING (ORS 294.430).....

3:38

Lamerdin offered the opportunity for public comment.

David Jincks commented on the employee compensation plan.....

4:08

Harris presented the Budget Hearing materials in the Meeting Packet
He referred to the LB1 form announcing the meeting which included the approved Budget from the 2nd Budget Committee Meeting.

8:25

A. Resolutions

1. Resolution 2018-06 Adopting a Compensation Plan for Port Employees.....

9:43

There was discussion about the proposed COLA and incentive increases for employee compensation. Harris explained what changes would or would not require a supplemental budget.

Jincks further commented on the terminology and application of the proposed COLA increase.....	17:08
Yale Fogarty commented on the proposed hourly wage steps, COLA and incentive increases.....	18:27
The Commission discussed the proposed wage increases and how they could be implemented	21:00
<u>A motion was made by Lackey and seconded by Skamser to approve Resolution 2018-06 Adopting a Compensation Plan for Port Employees as presented. The motion passed 5 – 0,</u>	23:20
2. Resolution 2018-07 Setting Rates Fees & Charges	23:50
Lackey declared an actual conflict of interest because his father-in-law owns two vessels which are subject to the rates and fees, so did not participate in the discussion or vote.	
Bretz commented on the feedback from the Commercial Fishing Users Group Committee (CFUG) in presenting the changes to Sections 1, 2 and 3, and said future discussions would occur with CFUG.	24:15
Lamerdin and Skamser also commented on the value of input from CFUG.....	24:50
Fogarty spoke against the lack of increases to the International Terminal (NIT) charges since 2011	26:13
The Commissioners discussed the meeting schedule for CFUG	28:57
<u>A motion was made by Chuck and seconded by Burke to approve Resolution 2018-07 Setting Rates Fees & Charges as presented. The motion passed 4 – 0. Lackey abstained because of a conflict of interest.</u>	30:32
3. Resolution 2018-09 Adopting the 2018-19 Fiscal Year Budget, Making Appropriations, Levying and Categorizing the Tax.....	31:09
Harris introduced the Resolution and suggested closing the Budget Hearing	31:16
Lamerdin closed the Budget Hearing at 6:33 pm and re-entered the Regular Meeting at 6:34 pm.....	31:55
Harris explained Resolution 2018-09 and the Supplemental Budget process	32:23
Lamerdin thanked the Port staff for their work on the Budget	38:25
<u>A motion was made by Lackey and seconded by Burke to approve Resolution 2018-09 Adopting the 2018-19 Fiscal Year Budget, Making Appropriations, Levying and Categorizing the Tax. The motion passed 5 – 0.</u>	38:53
IV. COMMISSIONER CHANGES TO THE AGENDA	39:45
Lamerdin added a discussion about the process for appointing an Interim General Manager and an update on Squid Loading at NIT under New Business.	
V. PUBLIC COMMENT	
There was no public comment at this time.	

VI. **CONSENT CALENDAR**

- A. Minutes
 - 1. Regular Commission Meeting29 May 2018
 - 2. 1st Budget Committee Meeting 18 May 2018
 - 3. Special Commission Meeting (Select Commissioner)..4 June 2018
 - 4. 2nd Budget Committee Meeting 13 June 2018
- B. Financial Reports
- C. Special Use Permits
 - 1. Barrel to Keg Relay
 - 2. Wrigley Vineyards Wine Tasting
 - 3. Oregon Sea Grant “Shop at the Dock”
- D. Contracts
 - 1. Hoist Dock Electrical Upgrades
 - 2. Lighting Replacement, South Beach
- E. Surplus Property Declaration

The Commissioners discussed the Lighting Replacement and the Wrigley Vineyards Wine Tasting..... 41:25

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

VII. **NEW BUSINESS**

- A. Commercial Fishing Users Group (CFUG) Standing Committee Appoint Members (Positions 1, 3, 5, 7, 9 and 11)..... 44:30

Bretz explained that these positions’ terms are ending. He will contact these individuals and put this back on next month’s agenda.

- B. Squid Loading at NIT..... 46:07

Bretz said he had received an update that squid would not be unloaded at NIT this season. The letter has been appended to the Meeting Packet.

- C. Interim General Manager Appointment Process & General Manager Search..... 47:14

Lamerdin suggested SDAO be retained and recommended a meeting be planned for their presentation to the Port. The Commissioners discussed options and agreed to meet on Thursday, June 28th. There was also discussion about including information about SDAO training at the meeting.

VIII. **STAFF REPORTS**

- A. Accounting Supervisor..... 55:53

Harris introduced the Staff Report in the Meeting Packet, and said he expects expenses to be under budget for the 2017-2018 fiscal year. He noted a tentative schedule for providing audit documents to Grimstead & Associates. There was discussion about the best use of Todd Kimball of CFO Selections and a future Director of Finance.

B. <u>Director of Operations</u>	1:05:27
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Bretz introduced the Staff Report included in the Meeting Packet, and added a comment that current staff would be able to manage the next steps forward. There was discussion about the issues with the Mariner III.

C. <u>General Manager</u>	1:12:32
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Bretz introduced the General Manager’s Report included in the Meeting that had been prepared by Doug Parsons. Bretz added that he had spoken with Bob Eder, and will work to schedule the next meeting with CFUG. Bretz also commented on using David Ulbricht of SDAO as a resource.

IX. COMMISSIONER REPORTS

Lackey provided information from the City Parking Study Committee meeting	1:15:25
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Skamser shared some ideas regarding fishermen’s parking.....	1:17:47
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Lamerdin said he had spoken with Grays Harbor Historical Society	1:19:08
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X. CALENDAR/FUTURE CONSIDERATIONS

- NOAA Eel Grass Monitoring Survey13 → 15 July 2018
- Independence Day, Port Office Closed 4 July 2018
- Celebration Run 4 July 2018
- Barrel to Keg Relay 14 July 2018
- Regular Commission Meeting 24 July 2018
- Regular Commission Meeting28 August 2018

There were no changes to the Calendar/Future Considerations.....	1:20:22
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XI. PUBLIC COMMENT

Dietmar Goebel commented on the civil conduct of the Commission	1:20:57
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David Jincks commented on the Mariner III at the Port of Toledo	1:21:42
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XII. ADJOURNMENT	1:22:27
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Having no further business, the meeting adjourned at 7:33 pm.

ATTESTED:

Stewart Lamerdin, President Pro Tem

Walter Chuck, Secretary/Treasurer Pro Tem

PORT OF NEWPORT MINUTES

June 28, 2018

Commission Work Session

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

Agenda Item

Audio Time

I. CALL TO ORDER

0:00

Commission President Pro Tem Stewart Lamerdin called the Special Commission Meeting of the Port of Newport Board of Commissioners to order at 12:00 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Aaron Bretz, Director of Operations; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Yale Fogarty, ILWU; George Dunkel, SDAO; and Dietmar Goebel, Newport City Council.

I. SDAO PRESENTATION

0:08

A. General Manager Search

1:38

George Dunkel of Special Districts Association of Oregon (SDAO) presented a proposal for facilitating the search for a General Manager for the Port of Newport. Dunkel presented and referred to a proposed contract and sample recruitment prospectus to the Commissioners, which were saved as the Meeting Packet for this meeting. He explained how the hiring process could unfold. Dunkel suggested reviewing the Job Description, value of the position, and the recruitment/hiring process at a meeting in the near future. The Commissioners discussed some concerns and options. The Commission asked for the Job Descriptions from 2013 and 2016 for review, and Bretz will get feedback from staff. The Commission asked staff to consider establishing an email address for the public to send their comments prior to the Work Session to be scheduled.

B. Options for Interim General Manager

43:34

George Dunkel discussed the options for first, an internal interim manager, or second, hiring an external candidate for the interim position. He presented three possible external candidates for Commission consideration. Their resumes will be sent to the Commissioners for review by email after redaction of personal information. Dunkel discussed the role that could be played by the Interim General Manager. The Commission plans to discuss this further at the Work Session to be scheduled.

C. SDAO Board Training 1:05:02

George Dunkel explained some training opportunities available from SDAO, including priority planning. The Commission expressed interest in pursuing this facilitation.

The Commission will discuss the contract with SDAO to assist in the General Manager search at the upcoming Work Session. Dunkel will start putting a schedule together. The Commission discussed some things to address when reviewing the General Manager’s job description.

II. **PUBLIC COMMENT** 1:18:30

Dietmar Goebel commented on the contract with SDAO and the search process.

Yale Fogarty commented on the need for expediency in the process.

III. **ADJOURNMENT** 1:23:15

Having no further business, the meeting adjourned at 1:24 pm.

ATTESTED:

Stewart Lamerdin, President Pro Tem

Walter Chuck, Secretary/Treasurer Pro Tem

PORT OF NEWPORT MINUTES

July 17, 2018

Commission Special Meeting & Executive Session

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

Agenda Item

Audio Time

I. CALL TO ORDER

0:00

Commission President Pro Tem Stewart Lamerdin called the Special Commission Meeting of the Port of Newport Board of Commissioners to order at 12:02 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Pete Gintner, Port Attorney; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Kent Gibson, North Commercial Harbormaster; George Dunkel, SDAO; Don Mann, Interim General Manager (IGM) candidate; Teri Dresler, IGM candidate; Heather Mann, Midwater Trawlers Cooperative; Kiera Morgan, KNPT/KYTE radio.

II. PUBLIC COMMENT

1:40

Heather Mann said she was optimistic about the direction that the Commission was headed.

III. INTERVIEW INTERIM GENERAL MANAGER CANDIDATES.....

2:33

Dunkel provided the Commissioners with some suggested questions.

1. Don Mann

4:29

Don Mann spoke to his willingness and qualifications for the job, and responded to questions from the Commissioners. His resume is included in the Meeting Packet. Lamerdin said that Dunkel would contact him to follow up.

After interviewing Mann, Lamerdin wanted to make clear that the decision to go outside the Port for an Interim General Manager was not a reflection on Aaron Bretz or his performance as General Manager Pro Tem. The Commissioners agreed that Bretz is a valuable asset to the Port.....

28:10

2. Teri Dresler

29:57

Teri Dresler spoke to her willingness and qualifications for the job, and responded to questions from the Commissioners. Her resume is included in the Meeting Packet. Lamerdin said that Dunkel would contact her to follow up.

A motion was made by Skamser and seconded by Burke to enter into Executive Session pursuant to ORS 192.660(2)(a) – to consider the employment of an officer, employee, staff member or agent; ORS 192.660(2)(f) to consider information or records that are exempt from disclosure by law, including written advice from your attorney; and ORS 192.660(2)(h) to consult with your attorney regarding your legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed. The motion passed 5 – 0.

IV. EXECUTIVE SESSION..... 53:55

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

Management and Staff: Pete Gintner, Port Attorney; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: George Dunkel, SDAO; and Kiera Morgan, KNPT/KYTE radio.

No decisions were made in Executive Session.

V. RE-ENTER SPECIAL MEETING 54:44

VI. REVIEW IGM JOB DESCRIPTION 55:00

The Commissioners reviewed a previous General Manager Pro Tem contract included in the Meeting Packet, and suggested revisions. Lamerdin directed Hewitt to draft a revision for the Commission at the Regular Meeting, and it will be reviewed by Gintner. Dunkel will also communicate with the Commission about the Job Description for the IGM and for the General Manager

VII. PUBLIC COMMENT 1:04:25

Heather Mann commented on Don Mann’s qualification for the job. She said she would support the Commission’s decision.

VIII. CONSIDERATION OF INTERIM GENERAL MANAGER SELECTION..... 1:05:49

The Commissioners discussed their opinions about the candidates, the pros and cons as they saw them, and whether they were ready to move forward with a selection.

A motion was made by Skamser and seconded by Lackey to hire Teri Dresler as the Interim General Manager for the Port of Newport. The motion passed 4 – 1, with Chuck opposing. 1:11:24

Chuck said he fully intends to support Dresler as the Interim General Manager. Dunkel will contact the candidates, and will provide Lamerdin’s contact information to Dresler.

IX. REVIEW GENERAL MANAGER JOB DESCRIPTION..... 1:13:52

Lamerdin referred to the materials in the Meeting Packet and said this item was on the Agenda for the Commission to start reviewing. This topic would be revisited at a later meeting. Chuck added that SDAO should also be involved with the draft. Lackey asked for some additional samples from Dunkel. Dunkel suggested moving forward in the fall after Dresler was here.

X. APPROVE CONTRACT WITH SDAO FOR GENERAL MANAGER RECRUITMENT..... 1:16:56

Dunkel suggested putting off approval of the contract with SDAO for a future meeting. He would rather first put together a recruiting schedule for Commission approval.

XI. APPROVE SPECIAL USE PERMIT – OSU AND SCIENTIFIC BOATING SAFETY ASSOCIATION (SBSA) MOTORBOAT OPERATOR TRAINING COURSE (MOTC) 1:17:51

A motion was made by Chuck and seconded by Burke to approve the Special Use Permit – OSU and Scientific Boating Safety Association (SBSA) Motorboat Operator Training Course (MOTC) The motion passed 5 – 0..

XII. PUBLIC COMMENT..... 1:19:20

Heather Mann thanked the Commission for their great work and said she looked forward to working with Dresler.

XIII. ADJOURNMENT 1:20:01

Having no further business, the meeting adjourned at 2:11 pm.

ATTESTED:

Stewart Lamerdin, President Pro Tem

Walter Chuck, Secretary/Treasurer Pro Tem

Port of Newport - General Operating Fund

Balance Sheet

As of May 31, 2018

	May 31, 18	May 31, 17	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
11000 · Available Cash & Equivalents	2,006,198.56	1,748,677.51	257,521.05
11070 · Restricted Cash & Equivalents	919,417.50	553,494.25	365,923.25
Total Checking/Savings	2,925,616.06	2,302,171.76	623,444.30
Accounts Receivable			
11200 · Accounts Receivable	319,623.30	307,231.42	12,391.88
Total Accounts Receivable	319,623.30	307,231.42	12,391.88
Other Current Assets			
11250 · AR Property Tax	10,334.60	10,334.60	0.00
11255 · Allow for Bad Debt - CM	(20,000.00)	(20,000.00)	0.00
11260 · Allow for Bad Debt - SB	(10,000.00)	(10,000.00)	0.00
11270 · Undeposited Funds	0.00	13,584.93	(13,584.93)
11300 · Prepaid Expenses	61,932.58	96,048.01	(34,115.43)
11400 · Due from Other Funds	103,869.11	64,884.47	38,984.64
11480 · PERS - NPA(L)	(163,496.00)	(163,496.00)	0.00
11485 · PERS - Deferred OF	17,803.00	17,803.00	0.00
11490 · Assets Held For Sale	0.00	9,345.91	(9,345.91)
Total Other Current Assets	443.29	18,504.92	(18,061.63)
Total Current Assets	3,245,682.65	2,627,908.10	617,774.55
Fixed Assets			
11500 · Capital Assets	80,614,999.70	82,731,482.28	(2,116,482.58)
Total Fixed Assets	80,614,999.70	82,731,482.28	(2,116,482.58)
TOTAL ASSETS	83,860,682.35	85,359,390.38	(1,498,708.03)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
12000 · Accounts Payable	222,087.23	232,205.78	(10,118.55)
Total Accounts Payable	222,087.23	232,205.78	(10,118.55)
Other Current Liabilities			
12020 · Lodging/Room Tax Payable	1,789.73	0.00	1,789.73
12100 · Payroll Liabilities	54,620.99	61,394.00	(6,773.01)
12200 · Due to other Funds	81,927.68	28,406.18	53,521.50
12250 · Deferred Revenue	248,617.31	180,510.60	68,106.71
12300 · Accrued Interest Payable	9,833.12	6,209.00	3,624.12
12350 · Current Portion-Long Term Debt	458,179.00	406,827.00	51,352.00
Total Other Current Liabilities	854,967.83	683,346.78	171,621.05
Total Current Liabilities	1,077,055.06	915,552.56	161,502.50
Long Term Liabilities			
2013 FF&C Bond Premium	105,116.75	105,116.75	0.00
12400 · Long Term Debt	7,667,917.97	7,851,095.25	(183,177.28)
12900 · PERS - Deferred IF	151,722.00	151,722.00	0.00
Total Long Term Liabilities	7,924,756.72	8,107,934.00	(183,177.28)
Total Liabilities	9,001,811.78	9,023,486.56	(21,674.78)

Port of Newport - General Operating Fund

Balance Sheet

As of May 31, 2018

	<u>May 31, 18</u>	<u>May 31, 17</u>	<u>\$ Change</u>
Equity			
13000 · Fund Balance	67,111,271.80	69,114,539.32	(2,003,267.52)
13050 · FB - Contributed Capital	7,130,788.00	7,130,788.00	0.00
13075 · FB - GAAP-Prior Period Adj	0.00	35,919.81	(35,919.81)
13730 · FB - GAAP-Pension Expense	0.00	(1.00)	1.00
Net Income	616,810.77	54,657.69	562,153.08
Total Equity	<u>74,858,870.57</u>	<u>76,335,903.82</u>	<u>(1,477,033.25)</u>
TOTAL LIABILITIES & EQUITY	<u>83,860,682.35</u>	<u>85,359,390.38</u>	<u>(1,498,708.03)</u>

Port of Newport - General Operating Fund
Profit & Loss Budget vs. Actual
 July 2017 through May 2018

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	620,671.62	665,178.00	(44,506.38)	93.3%
14100 · Moorage	1,169,866.45	1,274,000.00	(104,133.55)	91.8%
14200 · Hoist Dock & Services	616,147.40	615,000.00	1,147.40	100.2%
14300 · Shipping Terminal Revenues	13,820.22	10,000.00	3,820.22	138.2%
14400 · RV Parks	845,082.43	830,000.00	15,082.43	101.8%
14500 · Launch Ramp & Trailer Storage	70,515.85	70,000.00	515.85	100.7%
14600 · Miscellaneous Revenue	99,558.42	58,000.00	41,558.42	171.7%
Total Income	<u>3,435,662.39</u>	<u>3,522,178.00</u>	<u>(86,515.61)</u>	<u>97.5%</u>
Gross Profit	3,435,662.39	3,522,178.00	(86,515.61)	97.5%
Expense				
15000 · Personnel Services	1,038,096.79	1,365,480.00	(327,383.21)	76.0%
16000 · Materials & Services	1,416,863.69	1,626,550.00	(209,686.31)	87.1%
17000 · Debt Service	490,185.54	732,680.00	(242,494.46)	66.9%
Total Expense	<u>2,945,146.02</u>	<u>3,724,710.00</u>	<u>(779,563.98)</u>	<u>79.1%</u>
Net Ordinary Income	490,516.37	(202,532.00)	693,048.37	(242.2)%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	105,598.19	98,500.00	7,098.19	107.2%
18200 · Interest Income	9,167.46	5,000.00	4,167.46	183.3%
18300 · Grants	2,772.50	122,500.00	(119,727.50)	2.3%
18400 · Loan Proceeds	89,696.19	96,000.00	(6,303.81)	93.4%
18600 · Gain/(Loss) on Sale of Assets	20,454.09	0.00	20,454.09	100.0%
18700 · Property & Dredge Sales	9,149.00	2,000.00	7,149.00	457.5%
Total Other Income	<u>236,837.43</u>	<u>324,000.00</u>	<u>(87,162.57)</u>	<u>73.1%</u>
Other Expense				
19000 · Capital Outlay	110,543.03	197,900.00	(87,356.97)	55.9%
19600 · Contingency	0.00	100,000.00	(100,000.00)	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	(160,000.00)	0.0%
Total Other Expense	<u>110,543.03</u>	<u>457,900.00</u>	<u>(347,356.97)</u>	<u>24.1%</u>
Net Other Income	126,294.40	(133,900.00)	260,194.40	(94.3)%
Net Income	<u>616,810.77</u>	<u>(336,432.00)</u>	<u>953,242.77</u>	<u>(183.3)%</u>

Port of Newport - General Operating Fund

Profit & Loss Budget vs. Actual - Admin

July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	620,671.62	665,178.00	(44,506.38)	93.3%
14100 · Moorage	1,848.00	0.00	1,848.00	100.0%
14200 · Hoist Dock & Services	5,038.00	0.00	5,038.00	100.0%
14600 · Miscellaneous Revenue	29,105.48	0.00	29,105.48	100.0%
Total Income	<u>656,663.10</u>	<u>665,178.00</u>	<u>(8,514.90)</u>	<u>98.7%</u>
Gross Profit	656,663.10	665,178.00	(8,514.90)	98.7%
Expense				
15000 · Personnel Services	385,661.11	539,210.00	(153,548.89)	71.5%
16000 · Materials & Services	406,304.34	452,000.00	(45,695.66)	89.9%
17000 · Debt Service	45,306.57	47,802.00	(2,495.43)	94.8%
Total Expense	<u>837,272.02</u>	<u>1,039,012.00</u>	<u>(201,739.98)</u>	<u>80.6%</u>
Net Ordinary Income	<u>(180,608.92)</u>	<u>(373,834.00)</u>	193,225.08	48.3%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	105,598.19	98,500.00	7,098.19	107.2%
18200 · Interest Income	9,167.46	5,000.00	4,167.46	183.3%
18300 · Grants	0.00	122,500.00	(122,500.00)	0.0%
18600 · Gain/(Loss) on Sale of Assets	(7,345.91)	0.00	(7,345.91)	100.0%
Total Other Income	<u>107,419.74</u>	<u>226,000.00</u>	<u>(118,580.26)</u>	<u>47.5%</u>
Other Expense				
19000 · Capital Outlay	0.00	75,000.00	(75,000.00)	0.0%
19600 · Contingency	0.00	100,000.00	(100,000.00)	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	(160,000.00)	0.0%
Total Other Expense	<u>0.00</u>	<u>335,000.00</u>	<u>(335,000.00)</u>	<u>0.0%</u>
Net Other Income	<u>107,419.74</u>	<u>(109,000.00)</u>	216,419.74	(98.6)%
Net Income	<u>(73,189.18)</u>	<u>(482,834.00)</u>	<u>409,644.82</u>	<u>15.2%</u>

Port of Newport - General Operating Fund

Profit & Loss Budget vs. Actual - NIT

July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14100 · Moorage	76,816.80	100,000.00	(23,183.20)	76.8%
14200 · Hoist Dock & Services	265,312.00	278,000.00	(12,688.00)	95.4%
14300 · Shipping Terminal Revenues	13,820.22	10,000.00	3,820.22	138.2%
14600 · Miscellaneous Revenue	630.00	0.00	630.00	100.0%
Total Income	<u>356,579.02</u>	<u>388,000.00</u>	<u>(31,420.98)</u>	<u>91.9%</u>
Gross Profit	356,579.02	388,000.00	(31,420.98)	91.9%
Expense				
15000 · Personnel Services	63,951.42	77,575.00	(13,623.58)	82.4%
16000 · Materials & Services	111,775.87	137,400.00	(25,624.13)	81.4%
17000 · Debt Service	218,478.89	452,652.00	(234,173.11)	48.3%
Total Expense	<u>394,206.18</u>	<u>667,627.00</u>	<u>(273,420.82)</u>	<u>59.0%</u>
Net Ordinary Income	(37,627.16)	(279,627.00)	241,999.84	13.5%
Other Income/Expense				
Other Income				
18400 · Loan Proceeds	54,393.15	60,000.00	(5,606.85)	90.7%
18600 · Gain/(Loss) on Sale of Assets	1,300.00	0.00	1,300.00	100.0%
Total Other Income	<u>55,693.15</u>	<u>60,000.00</u>	<u>(4,306.85)</u>	<u>92.8%</u>
Other Expense				
19000 · Capital Outlay	68,546.15	66,900.00	1,646.15	102.5%
Total Other Expense	<u>68,546.15</u>	<u>66,900.00</u>	<u>1,646.15</u>	<u>102.5%</u>
Net Other Income	(12,853.00)	(6,900.00)	(5,953.00)	186.3%
Net Income	<u>(50,480.16)</u>	<u>(286,527.00)</u>	<u>236,046.84</u>	<u>17.6%</u>

Port of Newport - General Operating Fund

Profit & Loss Budget vs. Actual - SB

July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14100 · Moorage	707,704.24	714,000.00	(6,295.76)	99.1%
14200 · Hoist Dock & Services	5,280.96	17,000.00	(11,719.04)	31.1%
14400 · RV Parks	845,082.43	830,000.00	15,082.43	101.8%
14500 · Launch Ramp & Trailer Storage	70,515.85	70,000.00	515.85	100.7%
14600 · Miscellaneous Revenue	67,638.95	54,000.00	13,638.95	125.3%
Total Income	<u>1,696,222.43</u>	<u>1,685,000.00</u>	<u>11,222.43</u>	<u>100.7%</u>
Gross Profit	1,696,222.43	1,685,000.00	11,222.43	100.7%
Expense				
15000 · Personnel Services	361,096.95	379,372.00	(18,275.05)	95.2%
16000 · Materials & Services	561,765.80	673,550.00	(111,784.20)	83.4%
17000 · Debt Service	214,087.98	216,321.00	(2,233.02)	99.0%
Total Expense	<u>1,136,950.73</u>	<u>1,269,243.00</u>	<u>(132,292.27)</u>	<u>89.6%</u>
Net Ordinary Income	559,271.70	415,757.00	143,514.70	134.5%
Other Income/Expense				
Other Income				
18300 · Grants	2,772.50	0.00	2,772.50	100.0%
18700 · Property & Dredge Sales	9,149.00	2,000.00	7,149.00	457.5%
Total Other Income	<u>11,921.50</u>	<u>2,000.00</u>	<u>9,921.50</u>	<u>596.1%</u>
Other Expense				
19000 · Capital Outlay	6,593.84	0.00	6,593.84	100.0%
Total Other Expense	<u>6,593.84</u>	<u>0.00</u>	<u>6,593.84</u>	<u>100.0%</u>
Net Other Income	5,327.66	2,000.00	3,327.66	266.4%
Net Income	<u>564,599.36</u>	<u>417,757.00</u>	<u>146,842.36</u>	<u>135.2%</u>

Port of Newport - General Operating Fund

Profit & Loss Budget vs. Actual - CM

July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
14100 · Moorage	383,497.41	460,000.00	(76,502.59)	83.4%
14200 · Hoist Dock & Services	340,516.44	320,000.00	20,516.44	106.4%
14600 · Miscellaneous Revenue	2,183.99	4,000.00	(1,816.01)	54.6%
Total Income	<u>726,197.84</u>	<u>784,000.00</u>	<u>(57,802.16)</u>	<u>92.6%</u>
Gross Profit	726,197.84	784,000.00	(57,802.16)	92.6%
Expense				
15000 · Personnel Services	227,387.31	255,535.00	(28,147.69)	89.0%
16000 · Materials & Services	337,017.68	357,700.00	(20,682.32)	94.2%
17000 · Debt Service	12,312.10	15,905.00	(3,592.90)	77.4%
Total Expense	<u>576,717.09</u>	<u>629,140.00</u>	<u>(52,422.91)</u>	<u>91.7%</u>
Net Ordinary Income	149,480.75	154,860.00	(5,379.25)	96.5%
Other Income/Expense				
Other Income				
18400 · Loan Proceeds	35,303.04	36,000.00	(696.96)	98.1%
18600 · Gain/(Loss) on Sale of Assets	26,500.00	0.00	26,500.00	100.0%
Total Other Income	<u>61,803.04</u>	<u>36,000.00</u>	<u>25,803.04</u>	<u>171.7%</u>
Other Expense				
19000 · Capital Outlay	35,403.04	36,000.00	(596.96)	98.3%
Total Other Expense	<u>35,403.04</u>	<u>36,000.00</u>	<u>(596.96)</u>	<u>98.3%</u>
Net Other Income	26,400.00	0.00	26,400.00	100.0%
Net Income	<u><u>175,880.75</u></u>	<u><u>154,860.00</u></u>	<u><u>21,020.75</u></u>	<u><u>113.6%</u></u>

Port of Newport - NOAA Fund
Balance Sheet
As of May 31, 2018

	May 31, 18	May 31, 17	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
51000 · Cash & Equivalents	5,795,095.55	5,579,979.25	215,116.30
Total Checking/Savings	5,795,095.55	5,579,979.25	215,116.30
Other Current Assets			
51300 · Prepaid Expenses	40,235.16	70,504.45	(30,269.29)
51400 · Due from Other Funds	0.00	264.82	(264.82)
Total Other Current Assets	40,235.16	70,769.27	(30,534.11)
Total Current Assets	5,835,330.71	5,650,748.52	184,582.19
TOTAL ASSETS	5,835,330.71	5,650,748.52	184,582.19
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
52000 · Accounts Payable	15,930.65	28,928.32	(12,997.67)
Total Accounts Payable	15,930.65	28,928.32	(12,997.67)
Other Current Liabilities			
52110 · Accrued PTO	5,467.33	9,253.94	(3,786.61)
52200 · Due to Other Funds	2,481.73	5,268.57	(2,786.84)
52300 · Accrued Interest Payable	462,477.40	476,972.00	(14,494.60)
52350 · Current Portion Long-Term Debt	910,000.00	810,000.00	100,000.00
Total Other Current Liabilities	1,380,426.46	1,301,494.51	78,931.95
Total Current Liabilities	1,396,357.11	1,330,422.83	65,934.28
Long Term Liabilities			
52400 · Long-Term Debt	19,855,587.00	20,725,587.00	(870,000.00)
52800 · Less Current Portion LT Debt	(910,000.00)	(810,000.00)	(100,000.00)
Total Long Term Liabilities	18,945,587.00	19,915,587.00	(970,000.00)
Total Liabilities	20,341,944.11	21,246,009.83	(904,065.72)
Equity			
53000 · Fund Balance	(14521682.95)	(15423252.85)	901,569.90
Net Income	15,069.55	(172,008.46)	187,078.01
Total Equity	(14506613.40)	(15595261.31)	1,088,647.91
TOTAL LIABILITIES & EQUITY	5,835,330.71	5,650,748.52	184,582.19

Port of Newport - NOAA Fund
Profit & Loss Budget vs. Actual
 July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
54000 · Lease Revenue	2,320,703.40	2,542,000.00	(221,296.60)	91.3%
Total Income	2,320,703.40	2,542,000.00	(221,296.60)	91.3%
Expense				
55000 · Personnel Services	62,943.39	82,385.00	(19,441.61)	76.4%
56000 · Materials & Services	230,093.61	366,470.00	(136,376.39)	62.8%
57000 · Debt Service	2,001,733.76	2,001,734.00	(0.24)	100.0%
Total Expense	2,294,770.76	2,450,589.00	(155,818.24)	93.6%
Net Ordinary Income	25,932.64	91,411.00	(65,478.36)	28.4%
Other Income/Expense				
Other Income				
58200 · Interest Income	11,826.46	10,500.00	1,326.46	112.6%
58800 · Miscellaneous Revenue	910.45	0.00	910.45	100.0%
58900 · Transfers In from Other Funds	0.00	500,000.00	(500,000.00)	0.0%
Total Other Income	12,736.91	510,500.00	(497,763.09)	2.5%
Other Expense				
59000 · Capital Outlay	23,600.00	23,600.00	0.00	100.0%
59600 · Contingency	0.00	82,400.00	(82,400.00)	0.0%
59700 · Transfers Out to Other Funds	0.00	750,000.00	(750,000.00)	0.0%
Total Other Expense	23,600.00	856,000.00	(832,400.00)	2.8%
Net Other Income	(10,863.09)	(345,500.00)	334,636.91	3.1%
Net Income	<u>15,069.55</u>	<u>(254,089.00)</u>	<u>269,158.55</u>	<u>(5.9)%</u>

Port of Newport - Facility Maintenance Reserve Fund

Balance Sheet

As of May 31, 2018

	<u>May 31, 18</u>	<u>May 31, 17</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
31000 · Cash & Cash Equivalents	72,451.09	133,924.43	(61,473.34)
Total Checking/Savings	<u>72,451.09</u>	<u>133,924.43</u>	<u>(61,473.34)</u>
Total Current Assets	<u>72,451.09</u>	<u>133,924.43</u>	<u>(61,473.34)</u>
TOTAL ASSETS	<u>72,451.09</u>	<u>133,924.43</u>	<u>(61,473.34)</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
32000 · Accounts Payable	101,387.38	59,615.90	41,771.48
Total Accounts Payable	<u>101,387.38</u>	<u>59,615.90</u>	<u>41,771.48</u>
Total Current Liabilities	<u>101,387.38</u>	<u>59,615.90</u>	<u>41,771.48</u>
Total Liabilities	<u>101,387.38</u>	<u>59,615.90</u>	<u>41,771.48</u>
Equity			
33000 · Fund Balance	22,322.76	48,777.66	(26,454.90)
33020 · FB - Assigned for Future Expend	50,000.00	25,000.00	25,000.00
Net Income	(101,259.05)	530.87	(101,789.92)
Total Equity	<u>(28,936.29)</u>	<u>74,308.53</u>	<u>(103,244.82)</u>
TOTAL LIABILITIES & EQUITY	<u>72,451.09</u>	<u>133,924.43</u>	<u>(61,473.34)</u>

Port of Newport - Construction Fund

Balance Sheet

As of May 31, 2018

	May 31, 18	May 31, 17	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
41000 · Cash & Cash Equivalents	44,051.61	46,996.23	(2,944.62)
Total Checking/Savings	44,051.61	46,996.23	(2,944.62)
Accounts Receivable			
41200 · Accounts Receivable	0.00	26,441.00	(26,441.00)
Total Accounts Receivable	0.00	26,441.00	(26,441.00)
Total Current Assets	44,051.61	73,437.23	(29,385.62)
TOTAL ASSETS	44,051.61	73,437.23	(29,385.62)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
42000 · Accounts Payable	2,131.50	0.00	2,131.50
Total Accounts Payable	2,131.50	0.00	2,131.50
Total Current Liabilities	2,131.50	0.00	2,131.50
Total Liabilities	2,131.50	0.00	2,131.50
Equity			
43000 · Fund Balance	52,839.66	79,229.46	(26,389.80)
43110 · FB - Capital Asset Additions	0.00	124,140.51	(124,140.51)
43210 · FB - Loan Proceeds	0.00	(124,140.51)	124,140.51
Net Income	(10,919.55)	(5,792.23)	(5,127.32)
Total Equity	41,920.11	73,437.23	(31,517.12)
TOTAL LIABILITIES & EQUITY	44,051.61	73,437.23	(29,385.62)

Port of Newport - Bonded Debt Fund

Balance Sheet

As of May 31, 2018

	May 31, 18	May 31, 17	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
21000 · Cash & Cash Equivalents	536,278.33	487,784.29	48,494.04
Total Checking/Savings	536,278.33	487,784.29	48,494.04
Other Current Assets			
21270 · Property Tax Receivable	86,925.12	86,925.12	0.00
21400 · Due from Other Funds	81,927.68	28,141.36	53,786.32
Total Other Current Assets	168,852.80	115,066.48	53,786.32
Total Current Assets	705,131.13	602,850.77	102,280.36
Other Assets			
21800 · Bond Issue costs, net of amort.	4,662.00	4,662.00	0.00
21825 · Advance Refunding Valuation	436,957.00	436,957.00	0.00
Total Other Assets	441,619.00	441,619.00	0.00
TOTAL ASSETS	1,146,750.13	1,044,469.77	102,280.36
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
22350 · Bonds Payable - Current	325,000.00	465,000.00	(140,000.00)
Total Other Current Liabilities	325,000.00	465,000.00	(140,000.00)
Total Current Liabilities	325,000.00	465,000.00	(140,000.00)
Long Term Liabilities			
22505 · 2007 Series Bonds	0.00	124,830.00	(124,830.00)
22510 · 2008 Series Bonds	124,995.00	244,995.00	(120,000.00)
22515 · 2011 Series Bonds	5,093,243.00	5,158,243.00	(65,000.00)
22520 · 2016 Series Bonds	7,455,000.00	7,610,000.00	(155,000.00)
22590 · Bond Premiums	880,746.00	880,746.00	0.00
22800 · Less Current Portion LTD	(325,000.00)	(465,000.00)	140,000.00
Total Long Term Liabilities	13,228,984.00	13,553,814.00	(324,830.00)
Total Liabilities	13,553,984.00	14,018,814.00	(464,830.00)
Equity			
23000 · Fund Balance	(12,777,958.93)	(13,189,865.77)	411,906.84
Net Income	370,725.06	215,521.54	155,203.52
Total Equity	(12,407,233.87)	(12,974,344.23)	567,110.36
TOTAL LIABILITIES & EQUITY	1,146,750.13	1,044,469.77	102,280.36

MEMORANDUM

DATE: May 21, 2018
FROM: SDAO Underwriting Department
SUBJECT: 2018-2019 Workers' Compensation Renewal

Thank you for your continued support of the SDIS Workers' Compensation Program. Following is a list of important information to note while reviewing each policy.

General Information

1. The rates displayed are the National Council on Compensation Insurance (NCCI) rates, plus a rate load which varies by each member's experience modification factor and contribution size. Members may have different rates on their invoice depending on the rate load.
2. \$1,000,000 of employers liability coverage is included at no charge. If an optional higher limit is chosen, it is shown on the declarations page and has a reflected additional charge on the invoice.
3. Members who cover their volunteers should maintain their volunteer roster on the SDIS Insurance Site (www.sdao.com) If a member wants to add volunteer coverage to their policy, their board must pass a resolution and submit the appropriate paperwork to SDIS. Please contact us for this information.
4. To estimate volunteer payroll for those volunteer codes that are **not** under class codes 8411 (firefighter/police) or 8742B (volunteer board members), please use the current state minimum wage multiplied by the total number of volunteer hours worked for the year.
5. The State of Oregon increased their premium tax rate to 7.6%, which is reflected on the renewal invoice.

Attached You Will Find

1. Renewal Invoice
2. Coverage Declarations

If you have any questions on the enclosed materials, please contact us at 800.285.5461 or underwriting@sdao.com.

Workers' Compensation Invoice
Policy Year 2018-2019

Policy/Invoice #: 33W16278-76

Revision #:

Date: 6/28/2018

Coverage Period: 7/1/2018 through 6/30/2019

Named Participant:

Port of Newport
 600 SE Bay Blvd
 Newport, OR 97365

Agent of Record:

PayneWest Insurance-Newport
 P.O. Box 830
 Newport, OR 97365

Class	Description	2018-2019 Rate	2018-2019 Estimated Payroll	2018-2019 Contribution
5474V	Painting - Volunteers	8.20	\$5,670	\$464.94
6836	Marina	4.45	\$495,428	\$22,046.55
8742	Director/Sales/Collectors	0.24	\$121,576	\$291.78
8742B	Board Member Coverage	0.31	\$3,000	\$9.30
8810	Clerical Office Employee	0.14	\$363,592	\$509.03
8810V	Clerical Office Employee - Volunteer	0.14	\$26,880	\$37.63
9014V	Building Operations by Contractor- Volunteers	4.25		\$0.00
9015V	Building Operation Owner - Volunteers	3.43		\$0.00

Payment Due
August 1, 2018

Manual Contribution:		\$23,359.23
Experience Modification:	x	1.40
Modified Contribution:	=	\$32,702.92
Contribution Volume Credit:	-	\$3,970.98
Underwriting Adjustment:	x	1.00
Terrorism Exposure Contribution:	+	\$102.00
Standard or Minimum Contribution:	=	\$28,833.94
State Assessment - 7.6%:	+	\$2,191.38
Estimated Workers' Compensation:	=	\$31,025.32
\$1,000,000 Employers Liability Coverage:	+	\$0.00
Net of Commission Discount:	-	\$0.00
Pro Rate Factor:	x	1.00000
Pro Rated Contribution:	=	\$31,025.32

Your payment evidences "acceptance" of this renewal. Please send a copy of this invoice to help us apply your payment correctly.

Please Remit To: Special Districts Insurance Services
 P.O. Box 12613
 Salem, Oregon 97309

Phone: (800) 285-5461 - Fax: (503) 371-4781
 Contact: underwriting@sdao.com



Workers' Compensation Invoice

Policy Year 2018-2019

Policy/Invoice #: 33W16278-76

Revision #:

Date: 6/28/2018

Select one of the following payment plans:

Quarterly Discounted Payment Plan \$7,678.77 due by August 1, 2018 \$7,678.77 due by October 1, 2018 \$7,678.77 due by January 1, 2019 \$7,678.77 due by April 1, 2019	\$30,715.06
Annual Discounted Payment Plan - payment made prior to August 1, 2018	\$29,939.43
No Discount - payment made on due date of August 1, 2018	\$31,025.32

Please Remit To: Special Districts Insurance Services
 P.O. Box 12613
 Salem, Oregon 97309

Phone: (800) 285-5461 - Fax: (503) 371-4781
 Contact: underwriting@sdao.com



Special Districts Insurance Services
Workers' Compensation Certificate Holder's Declaration

Certificate Number: 33W16278-76

Coverage Period: 7/1/2018 through 6/30/2019

Named Participant:

Port of Newport
 600 SE Bay Blvd
 Newport, OR 97365

Agent of Record:

PayneWest Insurance-Newport
 P.O. Box 830
 Newport, OR 97365

Coverage is provided for only those classifications indicated below.

Limits of Liability: Coverage A - Workers' Compensation - Per Occurance: Statutory
 Coverage B - Employers Liability - Per Occurance: \$1,000,000

Coverage C - Safety Net Coverages - Per Claim:

First Fill Prescription Coverage: \$1,000 Per Claim
 Family Support Coverage - Surgery: Lesser of \$300 per Day or \$3,000 Total Per Claim
 Family Support Coverage - Catastrophic Injury: Lesser of \$300 per Day or \$10,000 Total Per Claim
 Criminal Defense Cost Coverage: \$50,000 Per Claim
 OSHA Defense Cost Coverage: \$5,000 Per Claim
 HIPAA Defense Cost Coverage: \$5,000 Per Claim

Class	Description	2018-2019 Estimated Payroll
5474V	Painting - Volunteers	\$5,670
6836	Marina	\$495,428
8742	Director/Sales/Collectors	\$121,576
8742B	Board Member Coverage	\$3,000
8810	Clerical Office Employee	\$363,592
8810V	Clerical Office Employee - Volunteer	\$26,880
9014V	Building Operations by Contractor- Volunteers	
9015V	Building Operation Owner - Volunteers	

Volunteers

Employees

	Board of Director Coverage: (Yes/No)	Yes	Number of Full-Time Employees:	22
8742B	Number of Board Members:	5	Number of Part-Time Employees:	5
	Volunteer Coverage: (Yes/No)	Yes		
	Volunteer Firefighter Assumed Monthly Wage: \$800 minimum	\$0		
8411	Number of Firefighters (Public Safety Volunteers):	0		
	Other Volunteer Coverage (Yes/No)	Yes		
"V" Codes	Number of Other Volunteers:	9		
	**Estimated Assumed Wage for Other Volunteers equals Oregon Minimum Wage multiplied by the total number of annual volunteer hours worked.			



Special Districts Insurance Services
Workers' Compensation Certificate Holder's Declaration

This certificate is made and is mutually accepted by the Pool and Named Participant subject to all provisions, stipulations, and agreements which are made a part of the SDIS Workers' Compensation Coverage Document. This certificate represents only a brief summary of coverages.

Countersigned by: Frank Stratton
Authorized Representative
Special Districts Association of Oregon

Thursday, June 28, 2018

**PORT OF NEWPORT
RESOLUTION NO. 2018-10**

A RESOLUTION NAMING A REGISTERED AGENT

WHEREAS, ORS 198.340(1) requires special districts to designate a registered agent upon whom any process, notice or demand required or permitted by law to be served upon the district may be served; and

WHEREAS, ORS 198.340(2) requires a special district to change its registered agent upon filing in the office of the Secretary of State and county clerk a resolution stating: (a) the name of the district; (b) if the address of its registered office is changed, the address to which the registered office is to be changed; (c) if its registered agent is changed, the name of its successor registered agent; (d) that the address of its registered office and the address of the business office of its registered agent, as changed, will be identical; (e) that such change was authorized by resolution duly adopted by the district board; and

WHEREAS, General Manager Doug Parsons was terminated effective July 26, 2018. Aaron Bretz is the Director of Operations for the Port of Newport; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The registered agent for the Port of Newport is Aaron Bretz, Director of Operations.

Section 2. The registered office for the Port of Newport continues to be located at 600 S.E. Bay Blvd., Newport, Oregon 97365. The registered office is the business office of the Port's registered agent.

Section 3. Regularly scheduled business meetings are held at the Port of Newport Marina and RV Park Activities Room, 2120 SE Marine Science Dr., Newport, OR 97365.

Section 4. All previous resolutions naming a registered agent for the Port of Newport are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 24th day of July, 2018.

ATTEST:

, President

, Secretary/Treasurer



CONSENT CALENDAR AGENDA ITEM

DATE: *July 24, 2018*
RE: *CFO Selections, LLC – Statement of Work*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Mark Harris, Accounting Supervisor*

BACKGROUND

In September 2017, the Port contracted with CFO Selections, LLC to evaluate the Port's overall financial health, review accounting policies and procedures, assist with audit preparation, and provide limited supervision of the Finance Department in the absence of a Director of Finance. Since last fall, Todd Kimball of CFO Selections, LLC has worked well with Port staff to complete the projects outlined in the original Statement of Work (SOW).

The Finance Department is currently working hard to get the Port's accounting caught up, begin the 2017-18 fiscal year-end close, and process many year-end reporting requirements. At the same time, the team is working to setup the accounting for the new fiscal year and prepare for the upcoming audit. With a new Interim General Manager and absence of a Director of Finance, I feel it is vital to obtain the consulting services of Todd Kimball and CFO Selections, LLC for at least the next 3 to 4 months.

A new SOW has been provided as an attachment (Schedule C) to the original contract dated September 28, 2017. Under the new SOW, Todd will schedule 4 to 6 days per month (including 1 trip to Newport per month) for the next 3 months at the same rates agreed upon in the prior SOW (\$165 per hour for services, \$75 per hour for travel time, and reimbursement of actual lodging costs and meals per diem).

BUDGET IMPLICATIONS

There are no budget implications as funds for financial consulting services have already been appropriated.

RECOMMENDATION

I would recommend that a Commissioner MAKE A MOTION TO APPROVE THE CFO SELECTIONS, LLC ATTACHMENT C - STATEMENT OF WORK AS PRESENTED.

-###-

CFO SELECTIONS LLC

Attachment C

Please reference the original Agreement dated September 28, 2017 between the Port of Newport and CFO Selections LLC

STATEMENT OF WORK

Effective Date: June 12, 2018

Initial Duration: 90 days; month-to-month thereafter

Primary Consultant Todd Kimball

Time and Scheduling: As mutually determined by Client and Consultant; expected to be approximately 4-6 days per month.

Scope of Engagement: Consultant will diligently work with client and designated client personnel on a best efforts basis to prioritize and complete engagement objectives as stated below within the stated time and scheduling parameters. Any further consulting and or time increases beyond this scope are expressly outside of this statement of work and thus will first be mutually agreed upon and detailed under a separate and/or revised Statement of Work as appropriate prior to commencement.

Generic Scope

Serve as outsourced Director of Finance.

Specific Scope

Consultant deliverables and projects will include, but is not necessarily limited to areas of:

- Provide limited supervision of day-to-day accounting department needs, including assisting with the monthly close, key reconciliations and significant journal entries as determined necessary.
- Assist with new department class setup and allocations
- Review current accounting practices, internal controls and policies and procedures, compare to best practice, and implement changes as needed, including development of a finance manual.
- Supervision of audit preparation and support the drafting of year-end audit schedules and financial statements, as needed.
- Work with Port management and accounting staff to automate key transactions. Identify potential vendors, review proposals and assist with implementation as needed.
- Evaluate potential bond refinancing options and assist as needed.
- Perform financial analysis of capital projects for ROI and other projects/agreements as needed.
- Provide other consultative services, which may be mutually agreed upon under this scope by Client, Consultant and CFO Selections.

Agreed upon Rate: \$165 per hour, billed weekly in arrears. Travel time to/from Newport to be compensated at \$75 per hour. Actual lodging costs and meal per diem to be reimbursed by Client.

Client Approval: _____

Client Approval Date: _____

Consultant Approval: _____

Consultant Approval Date: _____

CFOS Approval: _____

CFOS Approval Date: _____

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365



phone: 541.574.0629
fax: 541.574.0644
<http://newportoregon.gov>

COAST GUARD CITY, USA

mombetsu, japan, sister city

July 13, 2018

Stewart Lamerdin
Interim Commission President
Port of Newport
600 SE Bay Boulevard
Newport, Oregon 97365

Re: Substantial Amendment to the South Beach Urban Renewal Plan

Dear Mr. Lamerdin,

With Resolution No. 3800, the Newport Urban Renewal Agency initiated Substantial Amendment No. 13 to the South Beach Urban Renewal Plan that will, among other things, extend the deadline for initiating projects from 2020 to 2025 to provide an opportunity for the remaining planned projects to be implemented. Projected tax increment revenues, debt service, and other expenditures are such that this extension can occur without changing the 2027 deadline for retiring debt so that the Plan can be closed and increment released to the affected taxing entities. Substantial Amendment No. 13 also addresses the following:

- Documents the current level of funding for the US 101 SE 32nd Street – SE 35th Street Improvement project.
- Reflects the final reconciliation of the Safe Haven, SW Abalone, SW 30th, SW Brant, SW 27th and SE Ferry Slip Road projects, all of which are now complete.
- Shows additional funding for line undergrounding along SE Ferry Slip Road/US 101.
- Provides funding for a refinement plan to map out future use of the Agency owned property at the NE corner of the future 35th/101 intersection.
- Updates tax increment revenue and debt projections.

The legal requirements for the adoption of a substantial amendment to an urban renewal plan stipulate that the proposed amendment be sent to representatives of overlapping taxing districts. Because this particular plan includes unincorporated lands, the Lincoln County Board of Commissioners must consent to the changes. Approval from other overlapping taxing districts is not required; however, the City is obligated to respond to any written recommendations from the districts. This letter is the official transmission of Substantial Amendment No. 13 to the South Beach Urban Renewal Plan. The Newport Planning Commission and City Council will hold public hearings on the proposed amendment, as follows:

- Planning Commission – August 13, 2018, 7:00 pm, Council Chambers, Newport City Hall (169 SW Coast Hwy)
- City Council – September 4, 2018, 6:00 pm, Council Chambers, Newport City Hall (169 SW Coast Hwy)

Draft copies of Resolution No. 3800 and Substantial Amendment No. 13 to the South Beach Urban Renewal Plan are enclosed with this letter. If you would like to provide written comments, they will be considered by the Planning Commission and responded to by the Newport City Council. **Please provide any written comments by 5:00 pm, Wednesday, August 8, 2018.** For more information, please contact Derrick Tokos, d.tokos@newportoregon.gov or 541.574.0626.

Sincerely,



Derrick Tokos
Community Development Director

Attachments

- A: City of Newport Resolution No. 3800
- B: Draft Major Amendment 13 to the South Beach Urban Renewal Plan

RESOLUTION NO. 3800

**A RESOLUTION INITIATING
SUBSTANTIAL AMENDMENT 13 TO THE
SOUTH BEACH URBAN RENEWAL PLAN IN NEWPORT**

WHEREAS, City of Newport established an Urban Renewal Agency pursuant to ORS Chapter 457 with Resolution No. 1647, effective June 5, 1972; and

WHEREAS, the Urban Renewal Agency has been responsible for the preparation and implementation of the "South Beach Urban Renewal Plan," established with Ordinance No. 1341, adopted September 12, 1983; and

WHEREAS, the South Beach Urban Renewal Plan has been amended twelve times since it was initially adopted, with the last substantial amendment occurring on February 2, 2009 with Ordinance No. 1972; and

WHEREAS, with that 2009 substantial amendment, the effective period for initiating projects within the South Beach Urban Renewal Plan was extended from 2010 to 2020 and three phases of "conceptual projects" were identified to address blighted conditions within the plan area. The amendment further established 2027 as the date by which debt incurred to construct the projects would be retired; and

WHEREAS, while significant progress has been made in implementing identified projects, it has become evident that the 10-year timeframe for completing the three project phases is inadequate considering the time required to undertake additional planning and community engagement in order to refine the conceptual projects into tangible plans; identify funding partnerships and secure financing; acquire needed rights-of-way; obtain federal, state and local permits; negotiate contracts; complete design and bid documents; and construct projects; and

WHEREAS, extending the deadline for initiating projects from 2020 to 2025 will provide the Urban Renewal Agency an opportunity to initiate its remaining Phase 2 and Phase 3 projects; and

WHEREAS, projected tax increment revenues, debt service, and other expenditures are such that the extension can occur without changing the 2027 deadline for retiring debt so that the Plan can be closed and increment released to the affected taxing entities; and

WHEREAS, other minor revisions to the South Beach Urban Renewal Plan are included with this substantial amendment relating to project descriptions, project funding, and updated tax increment revenue and debt projections; and

WHEREAS, Urban Renewal Agency desires to move forward with preparing Substantial Amendment No. 13 to the South Beach Urban Renewal Plan as provided in ORS Chapter 457 and to provide general direction for how the amendment is to be prepared.

THE NEWPORT URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

Section 1. Substantial Amendment No. 13 to the South Beach Urban Renewal Plan is hereby initiated pursuant to authority granted the Urban Renewal Agency under Chapter 457 of the Oregon Revised Statutes.

Section 2. A draft copy of Substantial Amendment No. 13 to the South Beach Urban Renewal Plan shall be forwarded to the Planning Commission for recommendation and to the governing

body of each taxing district affected by the proposed amendment before it is presented for approval to the Urban Renewal Agency and Newport City Council.

Section 3. Urban Renewal Agency authorizes its Executive Director, or designee, to consult and confer with the affected taxing districts, with any written recommendations from the governing bodies of those taxing districts being presented and accepted, rejected, or modified by the Newport City Council prior to approval of the amendment.


Section 4. Adoption of Substantial Amendment No. 13 to the South Beach Urban Renewal Plan may only occur by non-emergency ordinance with concurrence from the Lincoln County Board of Commissioners for unincorporated lands within the plan area.

Section 5. Notice of a Newport City Council hearing on the proposed amendment shall be provided as outlined in ORS 457.120.

Section 6. This resolution shall be effective immediately upon passage.


Adopted by the Newport Urban Renewal Agency on May 7, 2018.

Signed on May 8, 2018.



Dean Sawyer, Chair

ATTEST:



Margaret M. Hawker, City Recorder

CITY OF NEWPORT
SUBSTANTIAL AMENDMENT THIRTEEN TO THE SOUTH BEACH
URBAN RENEWAL PLAN AND REPORT

Exhibit A, City of Newport Resolution No. _____

_____ , 2018

Prepared by:
the City of Newport
Community Development Department
169 SW Coast Highway
Newport, Oregon 97365

SUBSTANTIAL AMENDMENT XIII URBAN RENEWAL PLAN & REPORT

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The South Beach Urban Renewal Plan was adopted in 1983. Since its adoption, the Urban Renewal Agency has executed seven minor (Amendments 3, 6, 7, 8, 9, 10 and 11) and four substantial amendments (1, 2, 4 and 5). The purpose and date of adoption for each amendment is noted below.

Amendment I	Newport Urban Renewal Agency	April 8, 1987
	Lincoln County Commission	Feb 25, 1987

Provides a project outline for:

- Site acquisition of the public viewing aquarium,
- Land acquisition for Highway 101 access roads.
- Site acquisition and construction of the Wastewater Treatment Plant
- Airport frontage road improvements, and
- Site acquisition and construction of an Exhibition Building.

Amendment II	Newport Urban Renewal Agency	October 14, 1987
	Lincoln County Commission	September 16, 1987

Deletes two land areas from the District:

- South Beach State Park/South Jetty area (411.16 acres)
- Newport Airport and a portion of forested land north of the airport. (565.14 acres)
- Total area removed from the Urban Renewal District: 976.30 acres

Amendment III	(Minor) Newport Urban Renewal Agency
	September 11, 1991

Proposes to finance the Plan through tax increment financing and that no bonded indebtedness shall be issued after December 31 2010. Defines Substantial Amendment as equivalent to a Major Amendment and defines Minor Amendments.

Amendment IV	Newport Urban Renewal Agency	May 13, 1998
	Lincoln County Commission	April 29, 1998

Established a maximum level of indebtedness in the amount of \$38,750,000 and selected Option "One" for the method to collect ad valorem property taxes

Amendment V	Newport Urban Renewal Agency	February 2, 2009
	Lincoln County Commission	January 14, 2009

The purpose of Substantial Amendment V was to reduce or eliminate the blighted conditions in the district and extend the effective period of the plan from 2010 to 2020. The blighted conditions in the district include:

- Sub-Standard street improvements, rights of way and traffic signalization and management.
- Incomplete pedestrian/bicycle circulation systems and Tsunami evacuation routes.
- Inadequate water storage capacity and distribution lines.
- Under sized or absent sanitary sewer collection service lines.
- Incomplete winter storm water management systems
- Inadequate neighborhood recreation facilities and open space.

New projects were identified based on more recent planning and engineering plans. A new revenue forecast, revenue bond strategy and phased implementation program was prepared.

Amendment VI (Minor) Newport Urban Renewal Agency May 3, 2010

Revised the phasing and financing of the projects in Substantial Amendment 5 to improve ingress and egress to the new NOAA Pacific Marine Operations Center and adjacent existing attractions. The amendment also included revisions to the tax increment revenue forecast, as well as a new schedule of existing debt service obligation resulting from refinancing said debt.

Amendment VII (Minor) Newport Urban Renewal Agency Nov. 1, 2010

Amendment VII identified the acquisition of a natural coastal gully and foredune area adjacent to South Beach State Park as a specific Neighborhood Park/Open Space Site acquisition project. The property is roughly 2.5 acre in size and includes portions of Blocks 7, 8, 10, 11 and 15 of the Waggoner's Addition to South Beach subdivision.

Amendment VIII (Minor) Newport Urban Renewal Agency Oct. 17, 2011

Shifted \$200,000 in funding for tsunami evacuation route improvements from Phase 2 to Phase 1 and identifies Safe Haven Hill as a specific project. To avoid impacting revenue estimates for each Phase, \$200,000 of funds programmed for right-of-way acquisition was shifted from Phase 1 to Phase 2.

Amendment IX (Minor) Newport Urban Renewal Agency Sept. 17, 2012

Incorporated Coho/Brant Infrastructure Refinement Plan Tier 1 and Tier 2 priority projects into Phases 2 and 3. Updated descriptions and cost estimates for intersection improvements at US 101 and 32nd Street, US 101 and 35th Street, US 101 and 40th Street, and US 101 and 50th Street, along with shared use path/sidewalk improvements to Ferry Slip Road to align with adopted amendments to the Newport Transportation System Plan. Shifted a portion of planned sidewalk work for SW Abalone from Phase 3 to Phase 2.

Amendment X (Minor) Newport Urban Renewal Agency Sept. 4, 2013

Moved \$850,000 for the extension of SW Abalone Street from SW 29th to SW Anchor Way from Phase 3 to Phase 2 to fund access improvements for OMSI's new Coastal Discovery Center. Shifted \$390,000 from Phase 1 to Phase 2 as match to State funding for 35th Street – 101 to Ferry Slip Road commercial street and signal project, and added \$125,000 to Phase 2 for right-of-way acquisition. Eliminated funding for multi-use path along west side of SW Abalone between the Bridge and 29th Street because project has been funded with other resources. Moved \$1,000,000 programmed for the extension of sewer service to the airport from Phase 2 to Phase 3. Reduced the projected annual revenue growth rate from 7.1% to 3.0% for Phases 2 and 3 and updated corresponding revenue projections.

Amendment XI (Minor) Newport Urban Renewal Agency Nov. 17, 2014

Adjusted the budgets of Phase 2 projects to provide funding for the Agency to purchase a 2.33-acre parcel at the NE corner of US 101 and 35th Street (Portion of Lot 2, Block J, Harborton Subdivision). Phase 2 funding for strategic site acquisition for reuse; site preparation for reuse; and acquisition for economic development, community facilities, and affordable housing were consolidated under the heading of “strategic site acquisition for reuse” and the budget was increased from \$500,000 to \$1,540,000 for the purpose of purchasing the above referenced property. To offset this increase, \$100,000 in funding for a wetland mitigation bank, \$150,000 earmarked as match for street paving LIDs in the Coho/Brant neighborhood, and \$110,000 in funding for the SW 26th Street Lift Station was eliminated. Funding for right-of-way acquisition was reduced from \$375,000 to \$265,000 and funds for park, open space, and trail acquisition were reduced from \$200,000 to \$50,000. In sum, the reductions listed, in conjunction with \$420,000 in unexpended funds from Phase 1 off-set the increase in funding for site acquisition.

Amendment XII (Minor) Newport Urban Renewal Agency Apr. 18, 2016

Reallocated \$405,000 in excess funds from the completed SW Abalone, SW Brant, SW 30th and SW 27th street projects, with \$25,000 going to the retrofit of the Safe Haven Hill tsunami assembly area and \$380,000 to the 35th and US 101 – Ferry Slip Road project.

II. URBAN RENEWAL REPORT SUBSTANTIAL AMENDMENT XIII

This substantial amendment to the South Beach Urban Renewal Plan moves the deadline for awarding projects from December 31, 2020 to December 31, 2025. Extending the date after which no bonded indebtedness can be issued with respect to the Plan, or any project undertaken under the Plan, is defined in the Third Amendment to the South Beach Urban Renewal Plan as a substantial amendment. The thresholds for what constitutes a “substantial” or “minor” amendment from that Third Amendment are incorporated into this document. The Plan identifies 2027 as the year by which all debt is to be retired, allowing the district to be closed. This substantial amendment will not change that date.

Timelines for the project phases have been adjusted from three to six years to better reflect the length of time it either has, or will take to engage community stakeholders on refinements to “conceptual projects” contained in the Plan, secure needed funding, design, bid and construct projects. This change to the phasing also aligns with the new deadline for completing projects.

In addition to the above, this amendment addresses the following:

- Documents the current level of funding for the US 101 SE 32nd Street – SE 35th Street Improvement project.
- Reflects the final reconciliation of the Safe Haven, SW Abalone, SW 30th, SW Brant, SW 27th and SE Ferry Slip Road projects all of which are now complete.
- Shows additional funding for line undergrounding along SE Ferry Slip Road and US 101.
- Provides funding for a refinement plan to map out future use of the Agency owned property at the NE corner of the future SE 35th and US 101 intersection.
- Clarifies Phase 3 project objectives and updates estimates.
- Updates tax increment revenue and debt projections.

III. RELATIONSHIP BETWEEN THE PROJECTS TO BE UNDERTAKEN WITH THE AMENDMENT AND THE EXISTING CONDITIONS IN THE AREA

The physical and economic conditions described in the original Environmental Assessment and the Supplemental Report have improved within the past twenty-five (25) years. However, many areas remain deficient relative to vehicular and pedestrian circulation, utility services, storm water management, and public recreation and open space.

The amendments address these deficiencies by providing additional time for the Agency to complete identified Phase 2 and Phase 3 projects without changing the 2027 date by which all debt is to be retired so that the Plan can be closed and the tax increment released to the affected taxing entities.

Key infrastructure in Phase 3, including the redundant under bay water line, 40th and US 101 signal and intersection Improvements, and the sewer extension south to the Airport and nearby unincorporated residential areas, are critical to the future development of South Beach. These projects are complex, necessitating public outreach, project refinement, funding agreements, design and construction considerations that preclude them from moving forward without the extension proposed with this substantial amendment. Some, such as the SE 40th and US 101 signal, are not yet timely but are likely to be so by 2025. Currently budgeted Phase 2 projects will reshape the public space along US 101 between the bridge and SE 40th Street. That work will not be completed for a couple of years. When it is finished, it is likely to inform how the Agency might best proceed with public amenities and park projects identified in Phase 3. This can only occur; however, if additional time is provided to initiate urban renewal projects.

A. PROJECT PHASES

The projects proposed to implement the South Beach Urban Renewal Plan were organized into three phases consistent with Substantial Amendment 5. Minor Amendments 6, 7, 8, 9, 10, 11, and 12 refined the listed projects and made adjustments to the timing of the work. Substantial Amendment XIII expands the phasing from three to six year increments, and makes further refinements and adjustments, as follows:

1. Phase 1 – 2009/15

Phase 1 projects have been implemented. Final cost figures are provided for the Safe Haven Hill Tsunami Evacuation Route project, which was the last Phase 1 project to be completed.

2. Phase 2 – 2014/20

Shows the final cost of completed projects and current budgeted amounts for funded, ongoing projects. Additional funds for the 35th and 101 and related project components is being provided by the Oregon Department of Transportation and is programmed in the current Statewide Transportation Improvement Plan. Additional funding for the Ferry Slip Road and US 101 Line Undergrounding project has been budgeted out of the City of Newport line undergrounding fund. The refinement plan for the US 101 Commercial – Industrial Corridor, and demolition reserve are budgeted projects that are being added to the list. Use of TSP project right-of-way funds has been clarified to apply to the SE 50th and SE 62nd Street rights-of-way the Agency is seeking to purchase under an MOU with the property owner and a potential easement to address storm drainage issues in the vicinity of SE 40th Street.

3. Phase 3 – 2019/25

Cost estimates for Phase 3 projects include inflationary adjustments. Projects listed as “not funded” were addressed in a prior phase, are not needed based upon analysis contained in recent City capital facility plans, or require more time for implementation than this extension to 2025 will allow. The scope of some projects have been altered by recent facility plan updates, including the under-bay water line crossing, sewer extension to the airport, and US 101 storm drain crossing. The cost estimates for those projects, included in this amendment, draw from those updated plans.

B. PROJECTS AND COST ESTIMATES

1. Phase 1 – 2009/15

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
<u>Streets</u>		
Ash Street Design and Construct	\$425,000	\$355,000
Coho/Brant Area Plan and Design	\$70,000	\$60,000
Coho/Brant Area Construct	—	Not funded (Shifted to Phase 2)
Marino Science Drive (Including widening, multi-use path, roundabout and lighting)	\$2,304,000	\$1,138,000
Realign Rouge Access and 25th	\$448,000	\$448,000
Pacific Way Improvements	\$251,000	\$251,000
<u>Sidewalks</u>		
Marino Science Drive (Abalono to Ferry Slip)	\$67,500	\$67,500
<u>Acquisition</u>		
TSP Project Right-of-Way		
Realign, Expand and Extend SW Abalono Street right of way	\$315,000	\$286,000
<u>UTILITIES</u>		
Water Line US 101 40th to 50th	\$320,000	\$320,000
Sanitary Sewer US 101 40th to 50th	\$600,000	\$477,000
<u>PUBLIC AMENITIES</u>		
Neighborhood Park/Open Space Acquisition; 2.5 acre coastal gully and foredune site adjacent to South Beach State Park	\$225,000	\$225,000
<u>SPECIAL PROJECT IDEAS</u>		
Wetland Planning/Mitigation Bank	—	Not funded
Trails – Easement Acquisition	—	Not funded
South Jetty Trail	\$317,000	\$317,000
Tsunami Evacuation Route Improvements to Safe Haven Hill	\$1,594,000	\$272,500
Total:		\$3,802,000
Existing "cash on hand" when Phasing Plan Started:		-\$2,177,128
Proceeds from the Phase 2 borrow:		-\$2,100,000
Excess increment transferred to Phase 2:		\$475,128

2. Phase 2 – 2014/20

PUBLIC RIGHTS OF WAY	Cost Estimate	UR Portion
<u>Streets</u>		
35th Street – 101 to Ferry Slip Road: Commercial Street Prototype, relocate 32nd St Signal to SE 35th, Construct 35th Street from Abalone to Ferry Slip Rd. with multi-use path (Coho/Brant Projects #10 and #11)	\$5,057,114	\$2,495,097
	\$0	\$0
SW Abalone St – SW 20th to Anchor Way (Coho/Brant Project #8 (Moved from Phase 3))	\$2,929,021	\$2,037,699
SW 27th – SW Brant to SW Abalone (Coho/Brant Project #2A)		
SW 30th – SW Brant to SW Abalone (Coho/Brant Project #5)		
SW Brant – SW 27th to SW 30th (Coho/Brant Project #7)		
SW Abalone & SW 26th St. Stormwater Improvements (Coho/Brant Project #18)		
SW 26th St. and SW Brant St. Stormwater Improvements (Coho/Brant Project #17)		
SE Ferry Slip Rd – 32nd to Ash with shared use path from Ash to Marine Science Drive	\$1,354,873	\$1,354,873
Anchor Way 35th to 40th	---	Not funded
<u>Acquisition/Development</u>		
TSP Projects - right of way:		
Re-align SE 50th Street right-of-way and acquire SE 62nd Street right-of-way, obtain storm drainage easement in the vicinity of SE 40th and US 101	\$200,000	\$200,000
Match for LIDs formed to implement Tier 2 and Tier 3 Coho/Brant improvements		Not funded (shifted to Phase 3)
UTILITIES		
<u>Sewer</u>		
SW 26th Street Sanitary Lift Station Upgrade (Coho/Brant Project #16)	---	Not funded
<u>Utility Lines</u>		
Ferry Slip Road and US 101 Line Undergrounding	\$1,600,000	\$1,000,000
PUBLIC AMENITIES		
Neighborhood Park Development		Not funded
Neighborhood Park/Open Space/Trail Acquisition: Funding for contribution toward SE Chestnut Street trail project	\$200,000	\$50,000
ACQUISITION/DEVELOPMENT/SITE PREP FOR REUSE		
Strategic Site Acquisition for Re Use	\$1,540,000	\$1,540,000
Purchase of parcel at NE Corner of US 101 and 35th Street Portion of Lot 2, Block J, Harbor		
Site Prep for Reuse: Demolition Reserve for Parcel at NE Corner of US 101 and SE 35th Street	\$250,000	\$141,000
Refinement Plan for the South Beach US 101 Commercial – Industrial Corridor	\$75,000	\$75,000
Strategic Site Acquisition for Economic Development, Community Facilities, and Affordable Housing		Not funded
SPECIAL PROJECT IDEAS		
Wetland Mitigation Bank		Not funded
Total:		\$8,893,669
Unexpended Phase 1 funds shifted to Phase 2 with Minor Amendment XI:		-\$475,128
Proceeds from lease of Agency property:		-\$141,000
Proceeds from the Phase 2 borrow:		-\$5,400,000
Pay as you go increment:		-\$2,877,541

Note: Projects shown in double-strikeout have been completed. Urban renewal funds for projects depicted in bold are budgeted capital projects.

3. Phase 3 – 2019/2025

	Escalated Cost Estimate (2020)	UR Portion
PUBLIC RIGHTS OF WAY		
<u>Streets</u>		
40 th and US 101 Signal and Intersection Improvements (Moved from Phase 2)	\$3,500,000	\$1,750,000
50 th and US 101 Intersection Improvements		
<u>Sidewalks</u>		
Abalone Street Multi-Use Path Extension (Coho/Brant Project #12B)		Not funded (Shifted to Phase 2)
SE 35 th Street from Ferry Slip Road to Estuary Turn	\$605,000	\$605,000
<u>Acquisition/Development</u>		
Match for LIDs formed to implement Tier 2 and Tier 3 Coho/Brant improvements (Moved from Phase 2)	\$250,000 \$1,100,000	\$250,000 \$200,000
UTILITIES		
<u>Water</u>		
12-inch Bay Under-crossing Pipeline	\$3,530,000	\$2,800,000
<u>Sewer</u>		
Extend Gravity Sewer to Airport/Surfland	\$6,300,000	\$3,000,000
Henderson Creek Piping		Not funded
Henderson Creek Lift Station		Not funded
<u>Storm</u>		
170-feet of 36-inch storm drain crossing US 101 in the vicinity of Southshore	\$150,000	\$75,000
<u>Utility Lines</u>		
Bury existing/new underground utility lines	\$200,000	\$200,000
PUBLIC AMENITIES		
Neighborhood Park (Under Bridge Space – Coho Brant Plan)	\$694,000	\$300,000
Gateway to South Beach	\$100,000	\$100,000
Street Tree and Open Space Planting	\$100,000	\$100,000
Street Furniture	\$50,000	\$50,000
COMMUNITY IMPROVEMENT PROGRAMS		
Fund Storefront Façade Loan/Grant Program		Not funded
SPECIAL PROJECT IDEAS		
Trail Acquisition/Development	\$100,000	\$100,000
Coastal Gully Open Space Improvements (Coho/Brant Project #19)	\$735,000	\$250,000
Jetty Trail Improvement (SW Coho Street, SW 29 th Street, Jetty Way (Coho/Brant Project #12)	\$640,000	\$300,000
Tsunami Evacuation Route Improvements	\$200,000	\$200,000
Wetland Mitigation Bank		Not funded
Total:		\$10,280,000
	Proceeds from lease of Agency property:	-\$100,000
	Proceeds from the Phase 3 borrow:	-\$7,400,000
	Pay as you go increment:	-\$2,780,000

C. ESTIMATED COMPLETION DATE

Projects are expected to be awarded no later than December 31, 2025 and completed in a timely manner. The projects are divided in to three, six year phases. The agency may adjust the design and construction of specific projects depending on the needs of the community and the urban renewal district as a whole.

- Phase 1 2009-2015
- Phase 2 2014-2020
- Phase 3 2019-2025

The three phases will enable the agency to plan and implement the financial plan in Section V. Some portion of the Phase 3 projects will be implemented with "pay as you go" increment, and it is anticipated that all debt will be retired by FYE 2027.

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A. ANTICIPATED TAX INCREMENT FUNDS

As stated in Oregon Revised Statutes Chapter 457 (ORS 457), tax increment funds are anticipated from growth in assessed value within the Area over the course of the Plan. Growth in assessed value is projected to occur through appreciation in property values (“appreciation percentage”), limited to no more than three percent annually, and through changes in property that add value that are “excepted” from the three percent limit. Such “exception value” results from factors such as subdivision or rezoning of land and from construction of improvements.

Table V-1 shows actual and projected growth in tax increment funds (i.e. expected tax increment revenue). Figures through the end of FYE 2017 show the full 100% increment as determined by the Lincoln County Assessor. Projections for FYE 2018 through 2027 utilize a conservative 2.2% annual growth rate to account for residential and commercial development that is likely to occur in the South Beach Urban Renewal District.

**Table V-1:
Urban Renewal Area Tax Increment Revenue Estimates**

Year	SB-URD Annual Revenue	SB-URD Cumulative Revenue
2009-10	\$1,858,912	\$1,858,912
2010-11	\$1,936,846	\$3,795,758
2011-12	\$1,911,051	\$5,706,809
2012-13	\$1,860,545	\$7,567,354
2013-14	\$1,874,391	\$9,441,745
2014-15	\$1,890,921	\$11,332,666
2015-16	\$2,061,104	\$13,393,770
2016-17	\$2,277,272	\$15,671,042
2017-18	\$2,327,372	\$17,998,414
2018-19	\$2,378,574	\$20,376,988
2019-20	\$2,430,903	\$22,807,891
2020-21	\$2,484,383	\$25,292,274
2021-22	\$2,539,039	\$27,831,313
2022-23	\$2,594,898	\$30,426,211
2023-24	\$2,651,986	\$33,078,196
2024-25	\$2,710,329	\$35,788,526
2025-26	\$2,769,957	\$38,558,482
2026-27	\$2,830,896	\$41,389,378

SOURCE: City of Newport

Unlike many urban renewal districts in Oregon, the SB-URD geographically spans six distinct property tax codes rather than one. For instance, the vast majority of assessed value in the District is within City of Newport jurisdiction (85%), but that portion only represents two of the six tax codes and combinations of local public service providers. Therefore, there are six different Measure 50 SB-URD tax code rates and six different projected assessed values. The tax increment projections

are based on the combined value of the property tax codes and applicable tax rates for each affected taxing jurisdiction.

B. ESTIMATED AMOUNT OF MONEY REQUIRED UNDER ORS 457

The total expected tax increment revenue that is not committed to previous incurred debt, through 2027, is \$15,669,089. This revenue will be used to repay indebtedness incurred to finance Phase 3 projects in this Plan Amendment. Table V-2 below shows the expected increment revenue and debt service schedule.

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**Table V-2:
Projected Revenues, Debt Service and Other Expenditures**

	(A) URA Incremental Revenue 2.2%	(B) Total Existing Debt Service	(C) Reserve Requirement	(D) 2015 Issue Debt Service (Phase 2)	(E) 2019 Issue Debt Service (Phase 3)	(F) Debt Reserve	(G) Pledged Coverage	(H) Total Debt Service	Remaining Uncommitted Revenue (Annual)	(I) Remaining Uncommitted Revenue (Aggregate)
2017	\$2,277,272	\$1,270,243	\$317,963	\$246,807			1.90	\$1,517,050	\$760,222	\$254,960
2018	\$2,327,372	\$1,243,638		\$273,309		\$529,481	2.29	\$1,516,947	\$810,425	\$1,065,385
2019	\$2,378,574	\$1,097,800		\$418,762	\$300,000	-	1.81	\$1,816,562	\$562,012	\$1,627,397
2020	\$2,430,903	\$763,550		\$753,321	\$375,000	-	1.75	\$1,891,871	\$539,032	\$2,166,429
2021	\$2,484,383	\$545,075		\$972,140	\$425,000	-	1.72	\$1,942,215	\$542,168	\$2,708,597
2022	\$2,539,039	\$609,675		\$744,966	\$500,000	-	1.87	\$1,854,641	\$684,398	\$3,392,995
2023	\$2,594,898	\$569,250		\$784,522	\$625,000	-	1.75	\$1,978,772	\$616,126	\$4,009,121
2024	\$2,651,986			\$1,016,820	\$700,000	-	2.18	\$1,716,820	\$935,166	\$4,944,286
2025	\$2,710,329			\$1,016,641	\$850,000	-	1.98	\$1,866,641	\$843,688	\$5,787,975
2026	\$2,769,957				\$2,351,491	-	1.50	\$2,351,491	\$418,466	\$6,206,440
2027	\$2,830,896				\$2,903,224			\$2,903,224		
Term of Loan (Years)				10	9					
Total Amount Borrowed				\$5,370,656	\$7,360,087					

Individual columns of financial projections in Table V-2 are labeled and described as follows:

- (A) Annual tax increment estimated to be collected by South Beach URA. For FYE 2017 the figure represents the 100% increment reported by the Lincoln County Assessor. Actual collections for any given year will fall short of that figure due to delinquencies. Tax increments for FYE 2018 to FYE 2027 are increased at a conservative rate of 2.2% per year.
- (B) Includes the 2007 Series, 2008 Series, and 2010B Series bonds. The 2010B bond was dedicated to projects listed in Phase 1 of this Plan.
- (C) Applies only to the 2007 Series, 2008 Series, and 2010B Series bonds.
- (D) Annual debt service to fund projects identified in Phase II of this Plan, with initial payment in FYE 2016.
- (E) Annual debt service to fund projects identified in Phase III of this Plan, with initial payment in FYE 2019.
- (F) Reserve created with FYE 2018 amended budget to ensure that the Urban Renewal Agency has sufficient funds to satisfy its pledged coverage requirement, which stipulates that 125% of the debt service amount be available on an annual basis to ensure there are sufficient funds for debt service.
- (G) Projected pledged coverage ratio for each fiscal year assuming remaining uncommitted revenue is retained.
- (H) Total debt service obligation for the South Beach URA.
- (I) Annual tax increment remaining after debt service obligations and reserve are met.
- (J) Aggregate amount of uncommitted revenue after debt service and reserve are met. A portion of this revenue may be used as "pay as you go" funds for projects provided the 125% pledged coverage ratio is met. The \$254,960 figure is the beginning fund balance for FYE 2018 and reflects that a portion of the uncommitted FYE 2017 increment was used to fund the debt reserve shown in column (F).

Based on projections in Table V-2, revenues are expected to be sufficient to retire incurred debt by FYE 2027. Column (I) of Table V-2 shows that there is significant uncommitted tax increment revenue to address currently unforeseen issues or to potentially retire the debt earlier than FYE 2017. This chart does not include the \$2.54 million dollar commercial property the Agency acquired in Phase 2, and sale of that property would provide additional funds to retire debt.

C. ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table V-2 shows the anticipated schedule debt payment for existing debt and the Plan Amendment. All debts are scheduled to be retired by FYE 2027.

D. PROJECTED REVENUES AND EXPENDITURES

Table V-2 shows the annual anticipated revenues and expenditures for the Plan Amendment. The revenues result from tax increment revenue that is not already committed to financing existing debt. The total debt service for existing debt is \$21,356,234. Expenditures are based on potential debt schedules to finance the projects described in Phase 3 of Section IV of this Plan Amendment. The total project costs and the Plan's share of those costs are also shown in Section V. For conservative revenue estimates, in addition to incremental tax revenues the District is assumed to realize 2.2% annual return on uncommitted revenues carried forward to the subsequent fiscal year.

E. STATEMENT OF FISCAL IMPACT ON OTHER JURISDICTIONS UNDER ORS 457.420-457.440

The use of tax increment financing creates a fiscal impact on the taxing districts (e.g. the City, the County, the Community College) that levy taxes within the Area. This impact consists of those districts foregoing the taxes that would have been levied on the increase in assessed value within the Area while tax increment financing is in effect.

In order to project these impacts, it is necessary to estimate the growth in assessed value that would have occurred without the Plan. The Plan's projects are anticipated to create assessed value growth that would not occur but for the Plan. Therefore the taxes that are foregone are those resulting from projected development without the public improvements developed under the Plan. It should be noted that revenue estimates in Tables V-1 and V-2 are lower than projections in Table V-3 due to realized property tax collection loss at approximately 6%.

Table V-3 shows the revenues foregone by the affected taxing districts, through 2027. The revenues foregone by the taxing districts equal their permanent tax rates times the projected incremental assessed value, plus the tax rates associated with general obligation bonds approved by voters before October 2001 times the bonding district's incremental assessed value. Note that the property tax revenues foregone by the Lincoln County School District do not result in revenue losses to the School District because of the system of state funding of K-12 education. The impacts are shown to illustrate what they would be if the school funding system is materially changed and property tax revenues become directly relevant. With Minor Amendment X, Table V-3 was amended to reflect a more

conservative 3.0% annual increase in increment revenue. The table has not been updated with this plan amendment, considering that this substantial amendment is not changing the closure date of the district.

The tax increment revenues terminate after 2027, and the additional revenues that are available to these taxing districts are projected to repay the districts for revenues foregone during the Plan.

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**Table V-3:
Projected Property Tax Revenues Foregone**

Fiscal Year	Taxing Districts											Total Tax Revenue				
	City of Newport		Lincoln County School		Lincoln County		Newport RFPD	Pacific Community Hospital	Lincoln County Library	Oregon Coast Community College	Lincoln County Transportation		Lincoln County Extension	Linn-Benton-Lincoln ESD	Port of Newport	Water - Seal Rock
Permanent Rate	GO Bond	Permanent Rate	GO Bond	Permanent Rate	GO Bond	Permanent Rate	Rate	Permanent Rate	Rate	Permanent Rate	Rate	Permanent Rate	Rate	Permanent Rate	Rate	
2009-10	5.5938	0.4348	4.9092	0.7894	2.8202	0.0377	0.9108	0.3625	0.2465	0.1757	0.0974	0.0451	0.3049	0.0609	0.0126	\$1,782,653
2010-11	\$557,970	\$43,318	\$548,701	\$88,241	\$315,173	\$4,278	\$10,874	\$40,466	\$3,031	\$19,609	\$10,874	\$4,991	\$34,049	\$6,774	\$2,139	\$1,848,185
2011-12	\$579,776	\$45,096	\$570,165	\$91,670	\$327,498	\$0	\$11,459	\$42,139	\$3,142	\$20,330	\$11,274	\$5,175	\$35,485	\$7,023	\$2,218	\$1,808,906
2012-13	\$567,454	\$44,137	\$558,048	\$89,722	\$320,538	\$0	\$11,215	\$41,243	\$3,075	\$19,898	\$11,034	\$5,065	\$34,731	\$6,874	\$2,171	\$1,891,500
2013-14	\$640,651	\$0	\$629,491	\$0	\$361,655	\$0	\$13,619	\$48,531	\$3,584	\$22,509	\$12,484	\$5,864	\$39,154	\$7,755	\$2,459	\$1,948,245
2014-15	\$659,871	\$0	\$648,376	\$0	\$372,504	\$0	\$14,027	\$47,927	\$3,702	\$23,184	\$12,858	\$6,040	\$40,329	\$7,988	\$2,533	\$2,006,692
2015-16	\$679,667	\$0	\$667,827	\$0	\$383,680	\$0	\$14,448	\$49,365	\$3,813	\$23,880	\$13,244	\$6,221	\$41,539	\$8,227	\$2,609	\$2,066,893
2016-17	\$700,057	\$0	\$687,862	\$0	\$395,190	\$0	\$14,882	\$50,846	\$3,927	\$24,596	\$13,641	\$6,407	\$42,785	\$8,474	\$2,687	\$2,128,900
2017-18	\$721,058	\$0	\$708,498	\$0	\$407,046	\$0	\$15,328	\$52,371	\$4,045	\$25,334	\$14,051	\$6,600	\$44,068	\$8,728	\$2,768	\$2,192,767
2018-19	\$742,690	\$0	\$729,753	\$0	\$419,257	\$0	\$15,788	\$53,942	\$4,166	\$26,094	\$14,472	\$6,798	\$45,390	\$8,990	\$2,851	\$2,258,550
2019-20	\$764,971	\$0	\$751,645	\$0	\$431,835	\$0	\$16,262	\$55,560	\$4,291	\$26,877	\$14,906	\$7,002	\$46,752	\$9,260	\$2,936	\$2,326,307
2020-21	\$834,446	\$0	\$819,093	\$0	\$470,612	\$0	\$18,843	\$60,484	\$5,118	\$29,311	\$16,284	\$7,444	\$50,946	\$10,236	\$3,489	\$2,396,096
2021-22	\$859,480	\$0	\$843,665	\$0	\$484,730	\$0	\$19,408	\$62,298	\$5,271	\$30,191	\$16,773	\$7,668	\$52,475	\$10,543	\$3,594	\$2,467,979
2022-23	\$885,264	\$0	\$868,975	\$0	\$499,272	\$0	\$19,991	\$64,167	\$5,430	\$31,097	\$17,276	\$7,898	\$54,049	\$10,859	\$3,702	\$2,542,018
2023-24	\$911,822	\$0	\$895,045	\$0	\$514,250	\$0	\$20,590	\$66,092	\$5,592	\$32,029	\$17,794	\$8,134	\$55,670	\$11,185	\$3,813	\$2,618,279
2024-25	\$939,177	\$0	\$921,896	\$0	\$529,678	\$0	\$21,208	\$68,075	\$5,760	\$32,990	\$18,328	\$8,378	\$57,340	\$11,520	\$3,927	\$2,696,827
2025-26	\$967,352	\$0	\$949,553	\$0	\$545,568	\$0	\$21,844	\$70,118	\$5,933	\$33,980	\$18,878	\$8,630	\$59,061	\$11,866	\$4,045	\$2,777,732
2026-27	\$996,372	\$0	\$978,039	\$0	\$561,935	\$0	\$22,500	\$72,221	\$6,111	\$34,999	\$19,444	\$8,889	\$60,832	\$12,222	\$4,167	\$2,861,064
2027-28	\$1,026,264	\$0	\$1,007,381	\$0	\$578,793	\$0	\$23,175	\$74,388	\$6,294	\$36,049	\$20,027	\$9,155	\$62,657	\$12,589	\$4,292	

F. IMPACTS ON TAXPAYERS

This amendment to the phasing and financing of projects in Substantial Amendment 5, and subsequent amendments will not change the SB-URD's impact on taxpayers. General obligation bonds approved by voters before October 2001 are subject to the division of tax. There are five such general obligation bonds in the SB-URD. They are all scheduled to retire by 2019, prior to the previously scheduled sunset of the SB-URD. These bonds will continue to be subject to the division of tax, regardless of any extension to the SB-URD plan.

Any general obligation bonds approved after October 2001 are not subject to the division of tax.

VI. FUTURE AMENDMENTS TO THE PLAN

A. THIRD AMENDMENT TO THE SOUTH BEACH URBAN RENEWAL PLAN, ADOPTED SEPTEMBER 11, 1991 (CITY RESOLUTION NO. 91-4)

Amendment 3 to the South Beach Urban Renewal Plan sets out criteria for future amendments to the Plan. It replaced the provisions contained in Section VIII of the original South Beach Urban Renewal Plan, adopted September 12, 1983 (City Ordinance No. 1341, County Resolution No. 83-26-9)

All amendments or changes to the Plan are to be made in writing and approved by the Agency, the City Council, or both. The amendments or changes may be substantial amendments or minor amendments as hereinafter defined.

Substantial amendments to the Plan shall be approved by the City Council by non-emergency ordinance pursuant to ORS 457.095 and 457.220 after public notice and hearing. Minor amendments to the Plan shall be approved by the Agency and by the City Council by resolution, except as hereinafter provided.

The terms "substantial amendment" is the equivalent of "major amendment," as used with respect to certain previous amendments. The following amendments or changes to the Plan shall be considered substantial amendments:

1. Adding land to the Urban Renewal area (except such minor additions of land as may be authorized by statute as not constituting a substantial amendment).
2. Extending the date after which no bonded indebtedness shall be issued with respect to the Plan or any project undertaken or to be undertaken under the Plan.
3. Increasing the maximum amount of bonded indebtedness, excluding bonded indebtedness used to refinance or refund existing bonded indebtedness, issued or to be issued under the Plan, to the extent that the Plan may specify a limitation upon the maximum amount of such bonded indebtedness.
4. Adding a new project, activity or program which:
 - a. Serves or performs a substantially different function from any project, activity or program specified in this Plan; and
 - b. Is estimated to cost (excluding administrative costs) in excess of \$500,000.00 adjusted annually from July 1, 1991 at a rate equal to the construction cost index applicable to the Urban Renewal Area.

5. Making other changes in the Plan which alter the major assumptions, purposes and objectives underlying the Plan.

All amendments or changes to the Plan which are not substantial amendments, as specified above, shall be considered minor amendments. The implementation of the plan by specification of work and projects to carry out a project conceptually approved within the Plan shall constitute a minor amendment, if any amendment be required at all for such purpose. Minor amendments shall also include, but not be limited to, identification of property for acquisition pursuant to projects, and activities or programs specified in this Plan for public use or for private redevelopment.

From time to time, during the implementation of this Plan, the City Council may officially approve amendments or modifications to the City's Comprehensive Plan and implementing ordinances. Furthermore, the City Council may from time to time amend or approve new codes, regulations or ordinances which affect the implementation of this Plan. When such amendments, modifications or approvals have been officially enacted by the City Council, such amendments, modifications or approvals, to the extent they may affect the provisions of this Plan, shall be deemed minor amendments to the Plan and shall, by reference, become a part of this Plan, without the necessity for action on the part of the Agency.

NOAA MARINE OPERATIONS CENTER TAX REVENUE IMPACTS

(PREPARED WITH AMENDMENT SIX TO THE SOUTH BEACH URBAN RENEWAL PLAN)

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NOAA MARINE OPERATIONS CENTER TAX REVENUE IMPACTS

The National Oceanic and Atmospheric Administration (NOAA) recently reconfirmed its decision to award the Port of Newport, Oregon its long-term lease decision for its Pacific Marine Operations Center (MOC). In response to this decision, the potential property tax revenue implications of this decision to Newport's South Beach Urban Renewal Area were evaluated.

METHODOLOGY & LIMITATIONS

This analysis quantifies the tax revenue impacts for specific jurisdictions resulting from economic activity generated by NOAA's decision to relocate its Pacific MOC to Newport. At this time, little information is available regarding anticipated spending by the facility for on-going operations, repairs, etc. As such, we relied on secondary sources where possible, using our best estimate of historical operations activity in the Seattle area, the former home of the Pacific MOC.

Finally, in light of present uncertainty, where specific measures were not available, we established defensibly conservative estimates designed to err on a lower level estimate.

FINDINGS

ESTIMATING PRIVATE MOC SPENDING LOCALLY

It was assumed that NOAA's Pacific MOC will spend roughly \$80 million annually on various operations, repair/maintenance activity, and various federal contracts related to these activities annually. This assumption was based on a July 2009 editorial in the *Seattle Times* co-authored by representatives from the Port of Seattle, Seattle City Council, the University of Washington, and a major NOAA MOC contractor in Seattle.¹ The editorial declared annual direct and indirect economic activity related to NOAA's MOC at roughly \$180 million annually. This figure was evaluated in light of other available information about other NOAA investments in the Seattle area to arrive at a more conservative estimate of \$80 million in direct activity, specifically in Newport.

TABLE 1: BASELINE CONTRACT SPENDING

BASELINE MOC SPENDING ASSUMPTIONS	
Total Estimated Direct Spending 1/:	\$80,000,000
Private Share 2/:	33%
Spending to Private Firms:	\$26,400,000
Newport's Capture of Private Spending 2/:	50%
Spending to Private Firms in Newport:	\$13,200,000

1/ Based on editorial in the *Seattle Times*, July 2009. Contributors included Jean Godden, Seattle City Council, Bill Bryant, Port of Seattle Commissioner, Steve Welch, CEO of Pacific Shipyards, and Mark Emmert, President of the University of Washington.

2/ Conservative assumptions made by Johnson Reid, LLC

¹ "NOAA Should Keep its Marine Operations on Lake Union." *The Seattle Times* July 30, 2009. Editorial Contributors included Jean Godden, Seattle City Council; Bill Bryant, Port of Seattle Commissioner, Steve Welch, CEO of Pacific Shipyards; and Mark Emmert, President of the University of Washington.

To estimate the *private development* impacts of this spending, we assumed that one-third of spending activity took the form of private contracts. This assumption is considered conservative based on our professional opinion.

Finally, we assumed that the Newport economy could capture half of the private contract spending of the Pacific MOC. This assumes that the remaining half of the activity would leak to other communities such as Portland, Astoria, or remain in Seattle. This process results in an approximation of \$13.2 million in annual contract spending estimated to be captured in the Newport economy.

TRANSLATING CONTRACT SPENDING INTO JOBS

Estimates of direct and secondary (indirect/induced) job impacts were developed by utilizing impact multipliers from IMPLAN² (Impacts for PLANing) economic impact analysis model. Developed by the Forest Service to assist in land and resource management planning, IMPLAN is an economic impact model designed for analyzing the effects of industry activity upon all other industries in an economic area.

Utilizing this methodology, we estimate a total of 100 private, permanent jobs resulting from NOAA spending in Newport, at least 63 of which would be direct employment due to federal contract awards for the local private sector.

² Minnesota IMPLAN Group (MIG), Inc., Stillwater, Minnesota

TABLE 2: JOB IMPACTS OF CONTRACT SPENDING

Contract Spending, Jobs, and Multipliers		
Direct Private Contract Spending 1/:	\$13,200,000	Multiplier
Direct Jobs 2/:	63.4	4.8 jobs/\$1 million
Indirect & Induced 2/:	37.0	2.8 jobs/\$1 million
Contract. Jobs:	100.3	
Jobs By Industry Type		
<u>Direct:</u>		Jobs
NOAA Contractors (Ship repair, research, etc.)		63.4
<u>Indirect/Induced 2/:</u>		
Food services and drinking places:		4.0
Real estate establishments:		2.6
Wholesale trade businesses:		2.6
Employment services:		1.3
Accounting, tax preparation, bookkeeping, and payroll services		1.3
Offices of physicians, dentists, and other health practitioners:		1.3
Private hospitals:		1.3
Civic, social, professional, and similar organizations:		1.3
Retail Stores - Food and beverage:		1.3
Other Retail/Commercial Services:		19.8

1/ From Table 1

2/ Jobs Multipliers generated by IMPLAN.

CALCULATING THE SHARE OF JOBS CAPTURED BY SOUTH BEACH

The industries identified in Table 2 into general land use types are based on the typical space utilization of each industry. This translates into roughly 66 industrial jobs, 25 commercial jobs, and 9 office jobs. Secondly, we apply a 20% capture factor for the South Beach district which translates into an estimate of approximately 20 jobs supported in the district.

TABLE 3: SOUTH BEACH CAPTURE OF JOB IMPACTS BY LAND USE TYPE

Space Type	Total Newport Jobs Impacts 1/	South Beach Jobs Impacts 2/
Industrial	66.0	13.2
Commercial	25.1	5.0
Office	9.2	1.8
TOTAL:	100.3	20.1

1/ From Table 2

2/ Assumes a conservative 20% capture rate for South Beach, Johnson Reid, LLC

CONVERSION OF JOBS TO DEVELOPED SPACE

We then multiplied the number of estimated jobs captured in the South Beach District by a typical square footage per job by land use type. These assumptions are based on the U.S. Department of Energy's Commercial Building Energy Consumption Survey. This process yields an estimate of roughly 25,200 private, developed square feet supported by NOAA contract spending in South Beach.

TABLE 4: PRIVATE EMPLOYMENT IMPACT DEVELOPMENT IN THE SOUTH BEACH

Space Type	South Beach Jobs Impacts 1/	Est. Sq. Ft. per Job 2/	Est. Development Impacts (Sq. Ft.)
Industrial	13.2	1,510	19,932
Commercial	5.0	883	4,429
Office	1.8	468	865
TOTAL:	20.1	N/A	25,226

1/ From Table 3

2/ Calculated as a weighted average across industries based on Newport's existing distribution. Derived from The U.S. Department of Energy's Commercial Building Energy Consumption Survey. (2003)

CONVERSION OF NEW DEVELOPMENT TO MARKET VALUE & TAXABLE ASSESSED VALUE

In Table 5, the supportable space was translated into land by standard Floor Area Ratios (FAR) by land use type, yielding an estimate of 2.0 improved acres. Secondly, we apply per acre development costs by land use type to each land/space estimate to calculate replacement cost of improvements. This analysis conservatively assumes market value is equal to replacement cost.

TABLE 5: ESTIMATED MARKET VALUE GENERATED BY NOAA'S CONTRACT SPENDING LOCALLY

Space Type	NOAA Impact	Assumed F.A.R 2/	Improved Acres	Per Acre Improvement Cost 3/	Est. Market Replacement Value	2009-10 CPR 4/	Taxable Assessed
Industrial	19,932	0.30	1.53	\$1,511,500	\$2,305,419	1	\$2,305,419
Commercial	4,429	0.25	0.41	\$1,971,000	\$801,636	0.58	\$464,949
Office	865	0.35	0.06	\$2,361,500	\$133,961	0.58	\$77,698
TOTAL:	25,226	N/A	2.0	N/A	\$3,241,016	N/A	2,848,065

1/ From Table 4

2/ Assumes a typical, low-rise development profile with 4 parking spaces per 1,000 square feet of space.

3/ RS Means Construction Cost Estimator

4/ Changed Property Ratio: The adjustment made from new improvement market value to taxable assessed value under Measure 50

SOURCE: Lincoln County Assessor's Office and Johnson Reid, LLC

We then applied the Lincoln County 2009-10 Changed Property Ratio (CPR) by land use type, which revealed an estimated increase in taxable assessed value of \$2.85 million. Therefore, \$13.2 million in locally captured economic activity resulting from NOAA Pacific MOC decision is expected to translate into an increase of \$2.85 million in new, taxable assessed value in the South Beach Urban Renewal District.

CONTRIBUTION TO SOUTH BEACH URBAN RENEWAL DISTRICT GROWTH

The estimated \$2.85 million in new, taxable assessed value as a result of NOAA facility-induced economic growth will directly contribute to the South Beach Urban Renewal District total, taxable assessed value and by extension, annual incremental tax revenue. The increase in assessed property value is equivalent to 2.9% of existing District value in 2009.

For purposes of conservative District revenue forecasting, we assumed the new, taxable assessed value would be constructed and enter the tax rolls in equal increments over a four year period. Therefore, in fiscal years 2011-12 through 2014-15, the District is assumed to grow by \$712,000 annually due solely to NOAA facility impact growth. Detailed projections of District property tax revenue growth are found in Table V-1 of the plan amendment report.



July 19, 2018

DELIVERY VIA FEDEX

Port of Newport
Administrative & Commercial Marina
Port Dock 7
600 S.E. Bay Boulevard
Newport, OR 97365

Attn.: Sara Skamser

Dear Ms. Skamser:

We are truly appreciative of the warm welcome and hospitality we received from your facility. As a token of our appreciation we are sending you a little gift from our company. Also included in this package is a sweatshirt for Aaron Bretz, Don Moon, and Kent Gibson for their generous hospitality as well. If you could please forward this onto them as well as our gratitude, I would truly appreciate it.

I'm sorry we were a few weeks late to the party and the fish didn't show up. I/we were really looking forward to seeing some squid come over the dock, and had to leave disappointed. Our intentions are to maintain our relationship with the Port and the community for future years of good fishing. I have passed on to our BOD your ideas of a processing facility within the Port.

I look forward to seeing you and your staff next year with fish coming into Newport.

Thank you,

Matt Meyring
Director of California Operations
California Seafoods, LLC



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
02/23/2018	39817	Reino Randall	Refund - credit on account	187.25
02/23/2018	39816	Progress	Refund - credit on account	903.83
02/26/2018	39798	Business Oregon - IFA	Debt service	4,463.00
02/26/2018	39799	Business Oregon - OBDD	Debt service	7,800.00
02/26/2018	39800	CoastCom	Internet and e-mail - March 2018	937.00
02/26/2018	39801	Design Space	Modular office rentals	217.00
02/26/2018	39802	Douglas J Parsons	Reimburse - GM interview travel	451.29
02/26/2018	39803	FarWest Steel Corporation	Flat bar, angle iron, square tubing	308.45
02/26/2018	39804	Financial Pacific Leasing	2017 NIT forklift lease	1,026.00
02/26/2018	39805	G & K Floors	Janitorial services	2,400.00
02/26/2018	39806	George H Hearn	Reimburse - GM interview travel	637.14
02/26/2018	39807	Karen Hewitt	Reimburse - NCH software	39.95
02/26/2018	39808	Ken Maynard	Reimburse - GM interview travel	371.29
02/26/2018	39809	Lincoln County Public Works	Fuel for trucks	346.93
02/26/2018	39810	NW Natural	Natural gas	408.39
02/26/2018	39811	OBEC Consulting Engineers	PD5 pier approach project engineering	17,786.25
02/26/2018	39812	SDIS	Jan health-dental-life insurance, Quarterly general liability/property insurance, S. Ross settlement deductible	48,099.79
02/26/2018	39813	Void	Void	0.00
02/26/2018	39814	Verizon Wireless	Port cell phones	325.59
03/06/2018	39815	Thomas Auto Sales	Purchase of Port of Newport Vehicle	10,000.00
03/15/2018	39818	Employee	Mid-month draw	1,000.00
03/15/2018	39819	Employee	Mid-month draw	450.00
03/15/2018	39820	Employee	Mid-month draw	500.00
03/15/2018	39821	Employee	Mid-month draw	500.00
03/15/2018	39822	Employee	Mid-month draw	600.00
03/15/2018	39823	Employee	Mid-month draw	300.00
03/15/2018	39824	Employee	Mid-month draw	475.00
03/15/2018	39825	Employee	Mid-month draw	800.00
03/15/2018	39826	Employee	Mid-month draw	650.00
03/15/2018	39827	Employee	Mid-month draw	800.00
03/15/2018	39828	Employee	Mid-month draw	650.00
03/15/2018	39829	Airgas USA	Filling acetylene tank	155.39



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
03/15/2018	39830	Alan Brown Tire Center	Solid wheelbarrow tires	777.14
03/15/2018	39831	Alsco	Floor mats and towel rental	346.48
03/15/2018	39832	Alsea Bay Power Products	Earmuffs, mix oil, weed trimmer line	156.89
03/15/2018	39833	Amazon Capital Services	Toner, office supplies, tung oil	296.28
03/15/2018	39834	Barrelhead Supply	Wheelbarrows, small tools, repair supplies	1,185.41
03/15/2018	39835	Cardinal Services	Temp services	5,937.40
03/15/2018	39836	Carrot-Top Industries	US and Oregon flags	340.23
03/15/2018	39837	Carson Oil Co	Fuel	127.45
03/15/2018	39838	Century Link	Telephone	396.22
03/15/2018	39839	CenturyLink - Business Service	Telephone	28.53
03/15/2018	39840	Chase - Visa	Breakmotor for #2 hoist, software renewals, caps for RV park posts	2,392.47
03/15/2018	39841	City of Newport Room Tax	Transient room tax - February 2018	4,022.87
03/15/2018	39842	City of Newport Water/Sewer	Water	223.05
03/15/2018	39843	CNA Surety	OR blanket notary errors & omissions policy	26.00
03/15/2018	39844	Coast Crane Company	Annual servicing	3,921.94
03/15/2018	39845	Coast Range Equipment & Repair	Repair hoist electric motor	707.49
03/15/2018	39846	CoastCom	Internet and e-mail - Apr 2018	937.00
03/15/2018	39847	Copeland Lumber Yards	Repair supplies	160.36
03/15/2018	39848	Creative Landscape & Maintenance	Landscape maintenance	495.00
03/15/2018	39849	Design Space	Modular office rentals	877.00
03/15/2018	39850	Direct TV	Cable - RV parks	1,452.75
03/15/2018	39851	Englund Marine Supply Co	OSP dock hardware, bilge pump and access., fuel dock sewer line pipe, rope	482.67
03/15/2018	39852	Fastenal Company	Operating supplies	89.29
03/15/2018	39853	Fidelis Screening Solutions	Background checks	89.70
03/15/2018	39854	Grimstad & Associates	2016-17 audit - work in progress	6,900.00
03/15/2018	39855	IconiPro Security and Alarms	Cellular security services (1/1/18-6/30/18) and dvr repair	327.98
03/15/2018	39856	Industrial Welding Supply	Welding supplies	361.36
03/15/2018	39857	JC Market	Lunch for commission meeting	59.94
03/15/2018	39858	Kent Gibson	Lunch on trip to acquire NIT truck	31.90
03/15/2018	39859	Lance P Stimely	Diving services - video of Rogue seawall	450.00
03/15/2018	39860	Lincoln County Public Works	Fuel for trucks	347.04



Operating Fund
February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
03/15/2018	39861	Lincoln Glass	Repair vehicle windshield	160.00
03/15/2018	39862	MacPherson Gintner & Diaz	Professional services	4,828.75
03/15/2018	39863	Mike Jackson	Moorage refund - sold boat and converted to semi-annual, plus cancellation fee	395.97
03/15/2018	39864	National Photocopy Corporation	Server and IT support	700.00
03/15/2018	39865	Neopost USA	Postage	549.85
03/15/2018	39866	Newport News-Times	Seafood and Wine advertising	269.00
03/15/2018	39867	OR Dept. of Administrative Services	Stanley Vidmar cabinet, plate metal, Fire King safe	720.00
03/15/2018	39868	Oregon Audits Division	Filing fee - FY 2016-17 audit	300.00
03/15/2018	39869	Overton Safety Training	Hydraulic mobile crane operator qualification	795.00
03/15/2018	39870	Pioneer Printing	Rite-in-the-Rain all-weather paper	575.00
03/15/2018	39871	Pioneer Telephone Cooperative	Telephone	397.95
03/15/2018	39872	Platt Electric Supply	Photoeyes replacements	70.54
03/15/2018	39873	Pro-Build Company	Operating supplies	79.50
03/15/2018	39874	Richard Stellner	Human resource management consulting	5,675.21
03/15/2018	39875	Sherwin-Williams	White exterior paint and supplies	155.63
03/15/2018	39876	SDIS	Apr health-dental-life insurance and J. Conrad settlement deductible	5,889.76
03/15/2018	39877	OR DAS Surplus Property	Surplus grinding disks	40.00
03/15/2018	39878	Suburban Propane	Propane	126.09
03/15/2018	39879	T & L Septic Tank Service	Chemical toilet rental	1,131.00
03/15/2018	39880	TCB Industrial Corp	3-day HAZWOPER training for 10 employees	4,000.00
03/15/2018	39881	TCB Security Services	Monthly security contract	6,984.00
03/15/2018	39882	Thermo Fluids	Used oil disposal	175.00
03/15/2018	39883	Thompson's Sanitary Service	Trash disposal	4,084.10
03/15/2018	39884	Toyota Industries Commercial Finance	Forklift leases	1,239.20
03/15/2018	39885	Toyota Lift NW	Forklift repair	514.33
03/15/2018	39886	Troyer's Marine Supply	Shims for #4 hoist and grade 8 bolts	143.56
03/15/2018	39887	TWGW - NAPA Auto Parts	Batteries for crane	205.46
03/15/2018	39888	United Grocers - Cash & Carry	Office supplies and water	210.23
03/15/2018	39889	Voya (State of Oregon Plan)	Monthly employee contributions	50.00
03/15/2018	39890	Wilco	Site marker posts	408.00
03/15/2018	39891	Xerox Corporation	Copier leases	378.50
03/21/2018	39892	Amazon Capital Services	560R9W receptacle for NIT dock	573.00



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
03/21/2018	39893	Business Oregon - OBDD	Debt service	7,800.00
03/21/2018	39894	Dan Lais Equipment Surgery	Security gate for OSP dock	2,000.00
03/21/2018	39895	Design Space	Modular office rentals	217.00
03/21/2018	39896	Douglas J Parsons	Reimburse - relocation costs, pastries for employees, lunch meeting	1,741.84
03/21/2018	39897	Fred Meyer Customer Charges	Event meals	535.75
03/21/2018	39898	G & K Floors	Janitorial services	2,200.00
03/21/2018	39899	Greater Newport Chamber of Commerce	Membership renewal	305.00
03/21/2018	39900	Pacific Coast Congress HMPM	Conference registration	325.00
03/21/2018	39901	Rau Plumbing	On-demand water heaters annual maintenance	150.00
03/21/2018	39902	Shannon Cronin	Reimburse - mileage for TWIC training	118.27
03/21/2018	39903	OR DAS Surplus Property	Surplus industrial oven and small tools	105.00
03/21/2018	39904	Yaquina Bay Communications	Advertising	150.00
04/05/2018	39905	Patrick Bishop	Per diem advance M&IE for training	340.04
04/06/2018	39906	Void	Void	0.00
04/13/2018	39907	Employee	Mid-month draw	999.00
04/13/2018	39908	Void	Void	0.00
04/13/2018	39909	Employee	Mid-month draw	500.00
04/13/2018	39910	Employee	Mid-month draw	500.00
04/13/2018	39911	Employee	Mid-month draw	600.00
04/13/2018	39912	Employee	Mid-month draw	300.00
04/13/2018	39913	Employee	Mid-month draw	475.00
04/13/2018	39914	Employee	Mid-Month Draw	800.00
04/13/2018	39915	Employee	Mid-month draw	650.00
04/13/2018	39916	Employee	Mid-month draw	800.00
04/13/2018	39917	Employee	Mid-Month Draw	650.00
04/13/2018	39918	Airgas USA	Welding supplies	201.14
04/13/2018	39919	Alan Brown Tire Center	Tires for Hyster forklift and dumpsters	844.59
04/13/2018	39920	Alsco	Floor mats and towel rental	414.48
04/13/2018	39921	Alsea Bay Power Products	Lawnmower repairs	68.75
04/13/2018	39922	Amazon Capital Services	Office furniture, office supplies, window blinds, business card scanner, signs, small tools	1,760.03
04/13/2018	39923	Barrelhead Supply	Locking door knobs, sawzall, dock maintenance supplies, lumber, locks, small tools	514.53



Operating Fund
February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
04/13/2018	39924	Cardinal Services	Temp services	4,684.02
04/13/2018	39925	Carson Oil Co	Fuel	21.62
04/13/2018	39926	CenturyLink - Business Service	Telephone	81.21
04/13/2018	39927	CFO Selections	Professional services	329.23
04/13/2018	39928	Chase - Visa	Training, travel for training, truck rental and gas, office furniture, condolence flowers, background checks, software renewal	4,828.15
04/13/2018	39929	City of Newport Room Tax	Transient room tax - March 2018	3,094.80
04/13/2018	39930	City of Newport Water/Sewer	Water	235.05
04/13/2018	39931	Coastal Paper & Supply	Paper products and cleaning supplies	1,659.60
04/13/2018	39932	Dave & Lisa Evans	Refund moorage - sold boat and shortened stay	704.40
04/13/2018	39933	Department of Environmental Quality	SB Marina file review	306.93
04/13/2018	39934	Design Space	Modular office rentals	877.00
04/13/2018	39935	Direct TV	Cable - RV parks	1,452.75
04/13/2018	39936	Doug's Electric	50-amp breakers	200.00
04/13/2018	39937	Douglas J Parsons	Reimburse - surge outlets, coffee station supplies, lunch meeting	173.35
04/13/2018	39938	Edge Analytical	Storm water testing	338.00
04/13/2018	39939	Englund Marine Supply Co	OSP dock hardware, other hardware, flag	157.54
04/13/2018	39940	Fastenal Company	Stainless steel hardware to hang signs	18.61
04/13/2018	39941	Fidelis Screening Solutions	Background checks	164.45
04/13/2018	39942	Financial Pacific Leasing	2017 NIT forklift lease	1,026.00
04/13/2018	39943	Fred Meyer Customer Charges	Meeting lunches, microwave, coffee maker, operating supplies	326.82
04/13/2018	39944	Grainger	Hanging scale for "Weigh Your Catch" station	249.97
04/13/2018	39945	Harvey's Lock & Key	Restroom lock repair and truck key	109.50
04/13/2018	39946	Horse-Drawn Carriage Rides	Refund Special Use Permit application fee	100.00
04/13/2018	39947	Industrial Welding Supply	Welding safety supplies	129.58
04/13/2018	39948	Karen Hewitt	Reimburse - mileage and lodging for training	451.17
04/13/2018	39949	Kelly Printing Supplies	Brother ink cartridges	401.56
04/13/2018	39950	Lincoln County Public Works	Fuel for trucks	480.75
04/13/2018	39951	MacPherson Gintner & Diaz	Professional services	5,278.75
04/13/2018	39952	National Business Solutions	Server and IT support	1,098.75
04/13/2018	39953	Neopost USA	Postage	39.00



Operating Fund
February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
04/13/2018	39954	Newport Rental Service	Pressure washer turbo tip and manlift	597.59
04/13/2018	39955	Newport Glass Co	Windshield for F-150	485.56
04/13/2018	39956	Newport Marine & RV Service	Fuel line for skiff	69.35
04/13/2018	39957	Newport Signs	Submerged jetty signs	330.00
04/13/2018	39958	NW Natural	Natural gas	360.82
04/13/2018	39959	OBEC Consulting Engineers	PD5 pier approach project engineering	3,074.84
04/13/2018	39960	Oregon Coast Magazine	Mile-by-Mile Guide Spring 2018 advertising	270.00
04/13/2018	39961	Petroleum Compliance Services	Annual line leak test on fuel dock	830.00
04/13/2018	39962	Petty Cash	Seafood and Wine cash box, postage, operating supplies, meeting supplies, refunds	178.00
04/13/2018	39963	Pioneer Printing	Business cards	266.30
04/13/2018	39964	Pioneer Telephone Cooperative	Telephone	264.90
04/13/2018	39965	Platt Electric Supply	Fuses for marina water heaters and fluke meter	876.95
04/13/2018	39966	Richard Stellner	Human resource management consulting	680.00
04/13/2018	39967	Road & Driveway Co	NIT Lot sweeping, overlay repairs, asphalt fill	13,104.00
04/13/2018	39968	Rydin Decal	Port vehicle security stickers	302.99
04/13/2018	39969	SDAO	Board and management training	150.00
04/13/2018	39970	SDIS	May health-dental-life insurance and quarterly general liability/property insurance	49,170.30
04/13/2018	39971	Staples	Office supplies	72.17
04/13/2018	39972	Suburban Propane	Propane	1,054.95
04/13/2018	39973	T & L Septic Tank Service	Chemical toilet rental	516.00
04/13/2018	39974	TCB Security Services	Monthly security contract	6,516.00
04/13/2018	39975	Thompson's Nursery	Plants for South Beach landscaping	350.00
04/13/2018	39976	Thompson's Sanitary Service	Trash disposal	3,760.90
04/13/2018	39977	True Cut Engraving	Door name plates and meeting name plaque	120.00
04/13/2018	39978	TWGW - NAPA Auto Parts	Wiper blades	18.88
04/13/2018	39979	ULINE	Steel dolly	185.02
04/13/2018	39980	Verizon Wireless	Port cell phones and iPad purchase	724.54
04/13/2018	39981	Voya (State of Oregon Plan)	Monthly employee contributions	50.00
04/13/2018	39982	Wilco	Site marker posts and grass seed	896.70
04/13/2018	39983	William Zimpfer	Refund RV - park pet fees	22.00
04/13/2018	39984	Xerox Corporation	Copier leases	411.69
04/13/2018	39985	Yaquina Bay Communications	Advertising	152.25



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
04/16/2018	39986	Kent Gibson	Per diem advance M&IE for PCC conference	109.00
04/16/2018	39987	PayneWest Insurance	Commercial storage tank liability coverage - SB	7,932.00
04/23/2018	39988	City of Newport	Police report for K. Gibson accident 030618	15.00
04/26/2018	39989	Allstart Auto Electric	Batteries and maintenance on Columbia cart	2,023.00
04/26/2018	39990	Amazon Capital Services	Office supplies, frames for benches, mower part	519.81
04/26/2018	39991	Appliance Service Station	Repair washer	70.00
04/26/2018	39992	Bryan Farmer	Fred Meyer - fans for SB activity room	199.98
04/26/2018	39993	Business Oregon - OBDD	Debt service	7,800.00
04/26/2018	39994	Cardinal Services	Temp services	663.04
04/26/2018	39995	Century Link	Telephone	395.20
04/26/2018	39996	CFO Selections	Professional services	288.75
04/26/2018	39997	CoastCom	Internet and e-mail - May 2018	937.00
04/26/2018	39998	Conrad Forrest Products	Lumber	2,400.00
04/26/2018	39999	Douglas J Parsons	Reimburse - GM interview trip, lunch meetings, office treats and supplies, cellphone	358.97
04/26/2018	40000	Fastenal Company	Stainless steel hardware	43.57
04/26/2018	40001	Ferguson Waterworks	Plumbing parts for OSP dock	499.10
04/26/2018	40002	Void	Void	0.00
04/26/2018	40003	OR DAS Surplus Property	Parking barrier	2,200.00
04/26/2018	40004	Shannon Cronin	Per diem advance M&IE for crane training	306.00
04/26/2018	40005	Systemax Northwest	Two phones with installation	738.30
04/26/2018	40006	Thompson's Nursery	Plants for South Beach landscaping	412.00
04/26/2018	40007	Toyota Industries Commercial Finance	Forklift leases	1,239.20
04/26/2018	40008	True Cut Engraving	Door name plates	51.00
04/26/2018	40009	United Grocers - Cash & Carry	Breakroom and cleaning supplies	309.97
04/30/2018	40010	Financial Pacific Leasing	2017 NIT forklift lease	1,128.60
05/01/2018	40011	Newport Loyalty Day Association	Entry fee for Newport Loyalty Day Parade	35.00
05/15/2018	40012	Employee	Mid-month draw	999.00
05/15/2018	40013	Employee	Mid-month draw	270.00
05/15/2018	40014	Employee	Mid-month draw	450.00
05/15/2018	40015	Employee	Mid-month draw	500.00
05/15/2018	40016	Employee	Mid-month draw	500.00
05/15/2018	40017	Employee	Mid-month draw	600.00
05/15/2018	40018	Douglas J Parsons	Mid-month draw and reimburse for budget	3,105.76



Operating Fund
February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
			dinners, lunch meeting, mileage	
05/15/2018	40019	Employee	Mid-month draw	300.00
05/15/2018	40020	Employee	Mid-month draw	475.00
05/15/2018	40021	Rebecca Bishop	Mid-month draw and mileage reimburse for class	724.23
05/15/2018	40022	Employee	Mid-month draw	800.00
05/15/2018	40023	Employee	Mid-month draw	650.00
05/15/2018	40025	AA Rowley's Towing	Tow forklift out of sand near F-dock	125.00
05/15/2018	40026	Above Board Electric	Electrical box and updated components for #4 hoist	1,742.03
05/15/2018	40027	Airgas USA	Cut off wheels	32.95
05/15/2018	40028	Alsco	Floor mats and towel rental	358.76
05/15/2018	40029	Amazon Capital Services	Office supplies, first aid kit, mower parts	146.93
05/15/2018	40030	Barrelhead Supply	Office shelving supplies, picnic table kits, gloves, small tools, flower barrel, OSP dock hardware	1,012.13
05/15/2018	40031	Cardinal Services	Temp services	6,511.26
05/15/2018	40032	Carson Oil Co	Fuel	117.38
05/15/2018	40033	Cedar Creek Quarries	3.58-ton crushed rock	86.85
05/15/2018	40034	CenturyLink - Business Service	Telephone	59.33
05/15/2018	40035	CFO Selections	Professional services	783.75
05/15/2018	40036	Chase - Visa	Travel for training, office furniture, IT hardware/ software, PCC travel, towing signs, meeting supplies, top soil, gift certificate for D. Behrens' retirement, telephone	3,928.37
05/15/2018	40037	City of Newport Room Tax	Transient room tax - April 2018	3,050.23
05/15/2018	40038	Coastal Paper & Supply	Paper products and cleaning supplies	1,308.30
05/15/2018	40039	Copeland Lumber Yards	Rolled roofing for non-skid docks and small tools	609.40
05/15/2018	40040	Creative Landscape & Maintenance	Landscape maintenance	990.00
05/15/2018	40041	Dahl & Dahl	Waste disposal	820.76
05/15/2018	40042	Dan Lais Equipment Surgery	Trash compactor repair	660.00
05/15/2018	40043	Design Space	Modular office rentals	1,094.00
05/15/2018	40044	Direct TV	Cable - RV parks	1,457.00
05/15/2018	40045	Doug's Electric	Installing power to OSP dock	3,778.00
05/15/2018	40046	Englund Marine Supply Co	Raingear, OSP dock hardware, hoist maintenance supplies, electrical supplies	816.55
05/15/2018	40047	Fastenal Company	28" traffic cones	441.74



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
05/15/2018	40048	Fidelis Screening Solutions	Background checks	269.10
05/15/2018	40049	Financial Pacific Leasing	2017 NIT forklift lease	1,026.00
05/15/2018	40050	G & K Floors	Janitorial services	2,200.00
05/15/2018	40051	Garage Door Sales	Garage door service and motor	1,550.00
05/15/2018	40052	Grainger	Strobe lights for forklift	274.75
05/15/2018	40053	Idea Print Works	Dry camp traffic cone details and embroider port jacket	323.00
05/15/2018	40054	JC Market	Meeting supplies	16.72
05/15/2018	40055	Lincoln County Public Works	Fuel for trucks	625.96
05/15/2018	40056	MacPherson Gintner & Diaz	Professional services	6,908.75
05/15/2018	40057	Mike Ford	Refund moorage - cancelled reservation	21.80
05/15/2018	40058	Neofunds by Neopost	Service fee	78.63
05/15/2018	40059	Newport News-Times	Advertising	1,199.00
05/15/2018	40060	NW Natural	Natural gas	329.56
05/15/2018	40024	Employee	Mid-Month Draw	800.00
05/15/2018	40061	Pioneer Printing	Purchase order forms	233.45
05/15/2018	40062	Pioneer Telephone Cooperative	Telephone	264.90
05/15/2018	40063	Platt Electric Supply	Electrical supplies	617.65
05/15/2018	40064	Road & Driveway Co	SB road rock and sink hole repair	4,162.28
05/15/2018	40065	Rogers Machinery	Relief valve and gauge	52.18
05/15/2018	40066	Schneidecker Heating & Air	Repair AC fan motor for Customs office	450.00
05/15/2018	40067	Siuslaw Broadband	Annual Wi-Fi network support	168.00
05/15/2018	40068	SDIS	June health-dental-life insurance and add 2011 Ford pickup to policy	15,743.13
05/15/2018	40069	Staples	Office supplies	556.30
05/15/2018	40070	Sue Ann Willen	Refund RV - cancel due to medical emergency	732.00
05/15/2018	40071	T & L Septic Tank Service	Chemical toilet rental	516.00
05/15/2018	40072	TCB Security Services	Monthly security contract	6,516.00
05/15/2018	40073	Thompson's Sanitary Service	Trash disposal	4,442.45
05/15/2018	40074	TWGW - NAPA Auto Parts	Vehicle maintenance supplies	61.52
05/15/2018	40075	United Grocers - Cash & Carry	Water	32.85
05/15/2018	40076	Valley Fire Control	Annual inspection and service	353.80
05/15/2018	40077	Verizon Wireless	Port cell phones	277.22
05/15/2018	40078	Voya (State of Oregon Plan)	Monthly employee contributions	50.00



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
05/15/2018	40079	Xerox Corporation	Copier leases	414.47
05/15/2018	40080	US Bank	GO Bonds 2013 administration fees	600.00
05/23/2018	40081	City of Newport	JPA Estuarine Permit - PD5/7 piling replacement	660.00
05/24/2018	40082	G & K Floors	Janitorial services	2,200.00
06/01/2018	40083	Sea Scouts Ship Rampart	Refund - overpayment on Special Use Permit	50.00
06/01/2018	40084	Business Oregon - IFA	Debt service	4,463.00
06/01/2018	40085	Business Oregon - OBDD	Debt service	7,800.00
06/01/2018	40086	Cardinal Services	Temp services	3,509.48
06/01/2018	40087	Century Link	Telephone	395.43
06/01/2018	40088	CenturyLink - Business Service	Telephone	7.67
06/01/2018	40089	City of Newport SDC Financing	Debt service	8,153.00
06/01/2018	40090	CoastCom	Internet and e-mail - June 2018	937.00
06/01/2018	40091	Design Space	Modular office rentals	217.00
06/01/2018	40092	Donald Moon	Per diem advance M&IE for training trip	170.00
06/01/2018	40093	Financial Pacific Leasing	2017 NIT forklift lease	1,026.00
06/01/2018	40094	G & K Floors	Janitorial services	1,880.00
06/01/2018	40095	Lance P Stimely	Diving services - electrical cables for OSP dock	100.00
06/01/2018	40096	National Business Solutions	E-mail support - 3/8/18-4/7/18	9.47
06/01/2018	40097	NW Natural	Natural gas	210.58
06/01/2018	40098	OR Government Ethics Commission	Annual fee	570.14
06/01/2018	40099	Siuslaw Broadband	Fix cameras and set up new lines to printers	315.00
06/01/2018	40100	SDIS	Quarterly general liability/property insurance	37,599.00
06/01/2018	40101	TCB Security Services	Monthly security contract	6,516.00
06/01/2018	40102	Toyota Industries Commercial Finance	Forklift leases	1,239.20
06/01/2018	40103	Valley Fire Control	Annual inspection and service	388.80
06/01/2018	40104	Verizon Wireless	Port cell phones	294.39
06/01/2018	40105	Voya (State of Oregon Plan)	Monthly employee contributions	50.00
06/01/2018	40106	IconiPro Security and Alarms	Alarm system and installation deposit	4,026.00
06/05/2018	40107	Kent Gibson	Per diem advance M&IE for PCC board meeting	170.00
06/05/2018	40108	Patrick Bishop	Payroll correction (5/4/18, 6/1/18 M&IE error)	189.46
06/08/2018	40109	Alsco	Floor mats and towel rental	392.73
06/08/2018	40110	Alsea Bay Power Products	Equipment maintenance and supplies	801.87
06/08/2018	40111	Amazon Capital Services	Meeting and office supplies	291.87
06/08/2018	40112	American Albacore Fishing Assoc.	Supporting business membership application	200.00



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
06/08/2018	40113	Barrelhead Supply	PVC glue and primer	29.16
06/08/2018	40114	Chase - Visa	PC, training, truck title, meeting expenses, software renewal, service fee, maintenance position advertising	1,490.83
06/08/2018	40115	City of Newport Room Tax	Transient room tax - May 2018	6,053.49
06/08/2018	40116	City of Newport Water/Sewer	Water	207.05
06/08/2018	40117	Coast Crane Company	Safety latch kit	388.19
06/08/2018	40118	Copeland Lumber Yards	Square-nose shovel	12.34
06/08/2018	40119	Dahl & Dahl	Disposal of a load of pallets	219.60
06/08/2018	40120	Direct TV	Cable - RV parks	1,465.50
06/08/2018	40121	Douglas J Parsons	Reimburse - budget meals, tv and access., pastries for employees, cellphone	482.59
06/08/2018	40122	Fastenal Company	Crane and hoist repair supplies	100.20
06/08/2018	40123	Fay Hoyt	Refund RV - cancelled monthly reservation	601.00
06/08/2018	40124	Fidelis Screening Solutions	Background checks	149.50
06/08/2018	40125	Fred Meyer Customer Charges	Caster dolly/hand truck	24.99
06/08/2018	40126	IconiPro Security and Alarms	Cellular security services (7/1/18-9/30/18)	131.49
06/08/2018	40127	Industrial Welding Supply	Welding supplies	126.80
06/08/2018	40128	Keller Supply Company	Replace plumbing inventory	199.22
06/08/2018	40129	Lincoln County Public Works	Fuel for trucks	481.45
06/08/2018	40130	MacPherson Gintner & Diaz	Professional services	6,876.25
06/08/2018	40131	Mark Harris	Reimburse - binders, calculators, business lunch	153.15
06/08/2018	40132	Neofunds by Neopost	Postage and lease	515.62
06/08/2018	40133	Newport Rental Service	Riding mower, man lift, and harness	391.32
06/08/2018	40134	NewsLincolnCounty.com	Maintenance position advertising	75.00
06/08/2018	40135	OR DAS Surplus Property	Surplus chairs and industrial oven	115.00
06/08/2018	40136	Pioneer Printing	SB brochures and envelopes	1,018.45
06/08/2018	40137	Pioneer Telephone Cooperative	Telephone	264.90
06/08/2018	40138	Platt Electric Supply	Light bulbs for office	90.40
06/08/2018	40139	Pro-Build Company	Plumbing supplies for FWT	4.59
06/08/2018	40140	RG Media Company	Maintenance position advertising	198.00
06/08/2018	40141	Rhonda Biles	Refund RV - cancelled reservation	27.23
06/08/2018	40142	Siuslaw Broadband	Web filtering 5/4/18-6/29/18	200.00
06/08/2018	40143	Staples	Office supplies	456.07



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
06/08/2018	40144	T & L Septic Tank Service	Chemical toilet rental	1,123.90
06/08/2018	40145	Thermo Fluids	Used oil disposal	175.00
06/08/2018	40146	Thompson's Sanitary Service	Trash disposal	6,366.85
06/08/2018	40147	True Cut Engraving	Door name plate	12.00
06/08/2018	40148	TWGW - NAPA Auto Parts	Vehicle and equipment maintenance supplies	145.49
06/08/2018	40149	United Grocers - Cash & Carry	Breakroom and paper supplies	172.90
06/08/2018	40150	US Bank	GO Bonds 2011 administration fees	450.00
06/08/2018	40151	Western Fishboat Owners Association	Supporting membership application	100.00
06/12/2018	40152	City of Newport Water/Sewer	Water	239.05
06/15/2018	40206	Business Oregon - IFA	Debt service	218,211.65
06/28/2018	40153	Port of Newport	Transfer to Facilities Maintenance Reserve	160,000.00
06/29/2018	40154	151 Co	Lighting upgrade contract deposit	5,800.00
06/29/2018	40155	Allstart Auto Electric	Batteries and maintenance on golf cart	1,275.00
06/29/2018	40156	Amazon Capital Services	Office and meeting supplies	327.13
06/29/2018	40157	Brian Johnson	Refund moorage - boat broke down and left early	31.10
06/29/2018	40158	Business Oregon - OBDD	Debt service	7,800.00
06/29/2018	40159	Cardinal Services	Temp services	8,571.16
06/29/2018	40160	Carson Oil Co	Fuel	1,149.92
06/29/2018	40161	Century Link	Telephone	402.94
06/29/2018	40162	CenturyLink - Business Service	Telephone	68.79
06/29/2018	40163	Coast Range Equipment & Repair	Pump and float switches	465.80
06/29/2018	40164	Coastal Marine & Hydraulic	Hydraulic hook-up for #4 hoist	665.99
06/29/2018	40165	Coastal Paper & Supply	Paper products and cleaning supplies	1,041.32
06/29/2018	40166	Coastal Refrigeration Heating & AC	Semi-annual HVAC and heating maintenance	280.00
06/29/2018	40167	CoastCom	Internet - July 2018	500.00
06/29/2018	40168	Design Space	Modular office rentals	1,094.00
06/29/2018	40169	DJK Services	Rent golf cart while other in shop	150.00
06/29/2018	40170	Douglas J Parsons	Reimburse - lunch meetings, coffee maker, budget meal, mileage, cellphone	280.21
06/29/2018	40171	Englund Marine Supply Co	NIT crane and CM hoist repair supplies	399.63
06/29/2018	40172	Enterprise Marine Service	Tow Mariner III to Port of Toledo for haul out	450.00
06/29/2018	40173	Fastenal Company	Hardware	17.23
06/29/2018	40174	Fred Meyer Customer Charges	Water and zip ties for office cords	26.49
06/29/2018	40175	G & K Floors	Janitorial services	4,080.00



Operating Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
06/29/2018	40176	GenXsys Solutions	Hosted exchange & archiving mailbox - July 2018	437.00
06/29/2018	40177	Gray's Web Design	Website update	85.00
06/29/2018	40178	Halco Welding	Spray zinc on hoist	675.00
06/29/2018	40179	Harvey's Lock & Key	Admin office locks, master locks, keys	706.95
06/29/2018	40180	Jay Walter	Refund RV - shortened stay	44.57
06/29/2018	40181	Kent Gibson	Mileage for PCC board meeting in Olympia, WA	222.94
06/29/2018	40182	Kurt Hansen	Refund RV - cancelled reservation	32.07
06/29/2018	40183	Lance P Stimely	Diving services - epoxy patch for Mainer III	450.00
06/29/2018	40184	National Business Solutions	Server, IT support, new stations	1,560.96
06/29/2018	40185	Newport Chamber of Commerce	"Know Your Newport" hospitality training booth fee	25.00
06/29/2018	40186	Newport News-Times	Maintenance position ad and BM notifications	1,441.88
06/29/2018	40187	Northwest Hydro	NIT bathymetry	2,500.00
06/29/2018	40188	NW Natural	Natural gas	130.92
06/29/2018	40189	Oregon Department of State Lands	CM 3% gross sales fees	56,084.88
06/29/2018	40190	R&S Industrial Supplies	Dock hardware for PD5-X and PD3	19,122.95
06/29/2018	40191	Road & Driveway Co	Riprap and rock SB fishing pier	2,193.71
06/29/2018	40192	Runions Construction	Clear and remove vegetation and other material	4,275.00
06/29/2018	40193	Sherri Bartosz	Refund RV - cancelled reservation	88.18
06/29/2018	40194	Sherwin-Williams	NIT curb, CM hoist, and SB dry camp paint	802.33
06/29/2018	40195	Siuslaw Broadband	Web filtering 6/30/18-7/29/18	200.00
06/29/2018	40196	SDIS	July health-dental-life insurance	8,979.57
06/29/2018	40197	Suburban Propane	Propane	478.06
06/29/2018	40198	TCB Security Services	Monthly security contract	6,516.00
06/29/2018	40199	Toyota Industries Commercial Finance	Forklift leases	1,239.20
06/29/2018	40200	Toyota Lift NW	Forklift maintenance	353.98
06/29/2018	40201	Trionic	8 dock boxes	2,675.00
06/29/2018	40202	Verizon Wireless	Port cell phones	294.39
06/29/2018	40203	Xerox Corporation	Copier leases	462.52
06/29/2018	40204	Yaquina Bay Communications	Advertising	218.00
06/29/2018	40205	Yaquina Boat Equipment	Aluminum angle iron for dock boxes	37.90
Total				1,083,745.34



**Operating Fund
July 1, 2018 through July 16, 2018**

Date	Num	Name	Memo	Amount
07/13/2018	40207	Alan Brown Tire Center	Dumpster tires	718.68
07/13/2018	40208	Alsco	Floor mats and towel rental	414.48
07/13/2018	40209	Amazon Capital Services	30-amp receptacles for docks and small tools	518.88
07/13/2018	40210	Appliance Service Station	Repair washer	410.00
07/13/2018	40211	Barrelhead Supply	PD3 fence repair supplies, other repair supplies, wheelbarrows, small tools, office supplies	1,630.06
07/13/2018	40212	Braxling & Braxling	120 yards of 1.5" rock	1,680.00
07/13/2018	40213	Card Sales International	SB Marina restroom key cards	1,901.00
07/13/2018	40214	Cardinal Services	Temp services	4,396.54
07/13/2018	40215	Carson Oil Co	Fuel	174.03
07/13/2018	40216	CenturyLink - Business Service	Telephone	12.40
07/13/2018	40217	CFO Selections	Professional services	123.75
07/13/2018	40218	Chase - Visa	Software user license, training, travel for PCC, meeting supplies, software renewal	2,672.26
07/13/2018	40219	City of Newport Room Tax	Transient room tax - June 2018	6,786.39
07/13/2018	40220	City of Newport Water/Sewer	Water	331.05
07/13/2018	40221	Clean Way Environmental Partners	Stormwater catchbasin vermiculite filters for NIT	2,220.00
07/13/2018	40222	Coast Crane Company	Repair for crane - leak in left rear outrigger	4,478.90
07/13/2018	40223	Coastal Paper & Supply	Paper products and cleaning supplies	1,715.06
07/13/2018	40224	CoastCom	Internet - August 2018	500.00
07/13/2018	40225	Copeland Lumber Yards	Small tools	194.14
07/13/2018	40226	Country Media	Maintenance position advertising	75.00
07/13/2018	40227	Creative Landscape & Maintenance	Landscape maintenance	495.00
07/13/2018	40228	Dahl & Dahl	Waste disposal	932.40
07/13/2018	40229	Direct TV	Cable - RV parks	1,444.25
07/13/2018	40230	Donald Altermatt	RV Refund - card was breached so had to cancel	723.00
07/13/2018	40231	Englund Marine Supply Co	Safety clothing, epoxy kits for Mariner III and skiff, small tools, equipment and dock repair supplies	873.57
07/13/2018	40232	Fidelis Screening Solutions	Background checks	74.75
07/13/2018	40233	Fred Meyer Customer Charges	Meeting lunch	36.98
07/13/2018	40234	IconiPro Security and Alarms	Alarm system and installation	8,052.00
07/13/2018	40235	Industrial Welding Supply	Welding supplies	623.07
07/13/2018	40236	Lincoln County Public Works	Fuel for trucks	472.99
07/13/2018	40237	MacPherson Gintner & Diaz	Professional services	11,345.00



Operating Fund
July 1, 2018 through July 16, 2018

Date	Num	Name	Memo	Amount
07/13/2018	40238	Newport News-Times	Budget meeting notification	242.25
07/13/2018	40239	Oregon Cascades West - COG	Annual membership dues	3,589.40
07/13/2018	40240	Petty Cash	Chamber lunches, flag access., operating and office supplies, refunds	111.47
07/13/2018	40241	Pioneer Telephone Cooperative	Telephone	264.56
07/13/2018	40242	Platt Electric Supply	Hoist dock pole light	1,106.10
07/13/2018	40243	Power Motors	CM F-150 service and oil change	52.47
07/13/2018	40244	Richard Savering	Refund moorage - sold boat, bought larger boat, and needed larger slip	1,557.00
07/13/2018	40245	Road & Driveway Co	Asphalt repair on hoist dock	3,355.00
07/13/2018	40246	Runions Construction	Painting lots and removing materials from FWT	5,733.00
07/13/2018	40247	SDAO	Regional HR training	75.00
07/13/2018	40248	SDIS	Workers' compensation and Aug health-dental-life insurance	42,990.44
07/13/2018	40249	Staples	Office supplies	152.92
07/13/2018	40250	Suburban Propane	Propane	383.95
07/13/2018	40251	T & L Septic Tank Service	Chemical toilet rental	676.00
07/13/2018	40252	TCB Security Services	Security service for 4th of July	321.75
07/13/2018	40253	Thompson's Sanitary Service	Tash disposal	6,524.85
07/13/2018	40254	True Cut Engraving	Name plaque for meetings	12.00
07/13/2018	40255	TWGW Inc NAPA Auto Parts	Vehicle maintenance supplies	97.88
07/13/2018	40256	United Grocers - Cash & Carry	Water, cleaning and breakroom supplies	492.14
07/13/2018	40257	VenTek International	Annual fee for boat launch pay station	2,070.00
07/13/2018	40258	Voya (State of Oregon Plan)	Monthly employee contributions	50.00
07/13/2018	40259	Xerox Corporation	Copier leases	463.84
07/13/2018	40260	Yaquina Bay Communications	Advertising	151.64
Total				126,499.29



NOAA Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
02/26/2018	13310	Associated Cleaning Services	Clean outside windows and surface of gutters	1,200.00
02/26/2018	13311	Lincoln County Public Works	Fuel for truck	38.81
02/26/2018	13312	PayneWest Insurance	Insurance renewal business CDIC	67,379.55
02/26/2018	13313	Special Districts Insurance Services	March health-dental-life insurance	676.17
02/26/2018	13314	Ultimate Pest Control	Pest control	135.00
02/26/2018	13315	Verizon Wireless	Phone charges and mifi	26.43
03/15/2018	13316	IconiPro Security & Alarms	Quarterly fire alarm monitoring x2 - 1/1/18-6/30/18	163.80
03/15/2018	13317	Lincoln County Public Works	Fuel for truck	31.46
03/15/2018	13318	Northwest Fire Suppression	Semi-annual inspection, repair and modification	1,450.00
03/15/2018	13319	Pacific Habitat Services	Permitting discussions with GM	227.50
03/15/2018	13320	Pioneer Telephone Cooperative	Telephone	240.98
03/15/2018	13321	Special Districts Insurance Services	April health-dental-life insurance	676.17
03/15/2018	13322	TCB Security Services	Elevator phone monitoring	20.00
03/15/2018	13323	Thompsons Sanitary Service	February service	367.70
03/15/2018	13324	United Grocers - Cash & Carry	Water and cleaning supplies	44.73
03/21/2018	13325	Road & Driveway Co	Sweep entire NOAA facility	432.25
03/21/2018	13326	Ultimate Pest Control	Pest control	135.00
03/27/2018	13327	Void	Void	0.00
04/13/2018	13328	Amazon Capital Services	Emergency lighting power pack and flagpole	327.70
04/13/2018	13329	AVS Elevator	Perform quarterly service	511.62
04/13/2018	13330	Kelly Printing Supplies	Brother ink cartridges	100.39
04/13/2018	13331	Lincoln County Public Works	Fuel for truck	40.37
04/13/2018	13332	Metro Overhead Door	Repairs to main gate	885.00
04/13/2018	13333	Pacific Habitat Services	Eelgrass monitoring report follow-up	180.25
04/13/2018	13334	Performance System Integration	Service fire alarm system	5,014.14
04/13/2018	13335	Pioneer Telephone Cooperative	Telephone	240.42
04/13/2018	13336	Special Districts Insurance Services	May health-dental-life insurance	676.17
04/13/2018	13337	TCB Security Services	Elevator phone monitoring	20.00
04/13/2018	13338	Thompsons Sanitary Service	March service	367.70
04/13/2018	13339	Verizon Wireless	Phone charges and mifi	26.43
04/13/2018	13340	Vertiv Services	Liebert AC repairs	5,937.60
04/26/2018	13341	Ultimate Pest Control	Pest control	135.00



NOAA Fund

February 16, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
05/15/2018	13342	Lance P Stimley	Diving services - cathodic protection system	375.00
05/15/2018	13343	Lincoln County Public Works	Fuel for truck	46.96
05/15/2018	13344	Pioneer Telephone Cooperative	Telephone	238.42
05/15/2018	13345	Power Motors	Oil change - 2008 Ford Ranger	33.98
05/15/2018	13346	Special Districts Insurance Services	June health-dental-life insurance	676.17
05/15/2018	13347	TCB Security Services	Elevator phone monitoring	20.00
05/15/2018	13348	Thompsons Sanitary Service	April service	367.70
05/15/2018	13349	Verizon Wireless	Phone charges and mifi	26.41
06/01/2018	13350	Standard & Poor's	Annual surveillance fee - revenue bond	10,000.00
06/01/2018	13351	TCB Security Services	Elevator phone monitoring	20.00
06/01/2018	13352	Ultimate Pest Control	Pest control	135.00
06/01/2018	13353	Verizon Wireless	Phone charges and mifi	26.41
06/08/2018	13354	Amazon Capital Services	Air filters, debris collector box, and batteries	959.38
06/08/2018	13355	CarQuest Auto Parts	V-belts for main gate operator	13.98
06/08/2018	13356	Chase-Visa	Business lunch meeting for UNOLS ships	94.75
06/08/2018	13357	IconiPro Security & Alarms	Quarterly fire alarm monitoring - 7/1/18 to 9/30/18	81.90
06/08/2018	13358	Newport Rental Service	Scizzor lift for overhead door annual service	165.00
06/08/2018	13359	Pacific Habitat Services	Site visit for eelgrass violation	1,393.77
06/08/2018	13360	Pioneer Telephone Cooperative	Telephone	238.42
06/08/2018	13361	Thompsons Sanitary Service	May service	367.70
06/29/2018	13362	Advanced Backflow Testing	Backflow testing	525.00
06/29/2018	13363	Coastal Refrigeration Heating & AC	Service call for ACU3	135.00
06/29/2018	13364	Englund Marine & Industrial Supply	Garage door cable and fittings	8.79
06/29/2018	13365	Northwest Hydro	Bathymetry survey	3,800.00
06/29/2018	13366	Norton Corrosion Limited	Inspect cathodic protection system	2,733.00
06/29/2018	13367	Special Districts Insurance Services	July health-dental-life insurance	683.38
06/29/2018	13368	TCB Security Services	Elevator phone monitoring	20.00
06/29/2018	13369	Ultimate Pest Control	Pest control	135.00
06/29/2018	13370	Verizon Wireless	Phone charges and mifi	26.41
Total				111,055.87



NOAA Fund

July 1, 2018 through July 16, 2018

Date	Num	Name	Memo	Amount
07/13/2018	13371	ASCO Power Services	Annual service inspection of auto transfer switch	1,360.80
07/13/2018	13372	Associated Cleaning Services	Clean building exterior and office carpet	1,510.00
07/13/2018	13373	Clima-Tech Corporation	Annual service for auto logic HVAC controls	2,595.00
07/13/2018	13374	Lincoln County Public Works	Fuel for truck	30.52
07/13/2018	13375	Pioneer Telephone Cooperative	Telephone	238.22
07/13/2018	13376	Special Districts Insurance Services	August health-dental-life insurance	683.38
07/13/2018	13377	Thompsons Sanitary Service	June service	367.70
Total				6,785.62



Construction Fund
February 17, 2018 through June 30, 2018

Date	Num	Name	Memo	Amount
06/08/2018	11849	Road & Driveway Co	Mobilization of sand from NIT to Newport Airport	2,131.50
Total				2,131.50



Construction Fund
July 1, 2018 through July 16, 2018

Date	Num	Name	Memo	Amount
			Total	0.00



STAFF REPORT

DATE: 20 July 2018
RE: OSP Enforcement Vessel GUARDIAN Lease
TO: Port of Newport Board of Commissioners
ISSUED BY: Aaron Bretz – Director of Operations

BACKGROUND

For the past year, I have been working to establish a secured dock for OSP GUARDIAN, and to negotiate a lease with the State of Oregon for moorage in South Beach. After much work, and Attorney General review, the lease is attached.

DETAIL

The lease rate that was negotiated is based upon the cost to maintain and replace the facility improvements over the course of its life span. Port labor was included in the rate that was negotiated, and the cost of all supplies to create a lockable dock were also included.

See the attached lease for all detailed financial figures.

RECOMMENDATION

I recommend a motion to AUTHORIZE THE DIRECTOR OF OPERATIONS TO SIGN THE ATTACHED LEASE WITH THE STATE OF OREGON TO MOOR OSP GUARDIAN IN SOUTH BEACH FOR THE NEXT 5 YEARS.

COMMERCIAL LEASE

THIS LEASE made _____, 2018 (the "Effective Date"), between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and the STATE OF OREGON, by and through its DEPARTMENT OF STATE POLICE, hereinafter referred to as "Lessee".

1. **DEMISE AND DESCRIPTION OF LEASED PREMISES.**

1.1 Leased Premises. Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor the following described premises situated at 2120 SE Marine Science Dr., Newport, Oregon 97365, more particularly depicted in Exhibit A attached, within the Port of Newport's South Beach Marina, hereinafter referred to as the "Leased Premises", and the right of access thereto: A-Dock (70' x 11')

Parking: Lessor shall reserve one (1) parking space for Lessee, near to the top of the float in the parking lot adjacent to the marina, as shown on Exhibit A.

1.2 Improvements.

(a) On or before the Commencement Date of this Lease (as defined Section 2.1 below), Lessor shall construct certain improvements on the Leased Premises, as described on Exhibit B (the "Improvements"). The Improvements are for the purpose of keeping the Leased Premises as a secure location for Lessee, with restricted entry.

(b) *Costs.* Lessee shall reimburse Lessor for up to \$31,148.78 of the costs of the Improvements (the "Improvement Costs"), in the form of monthly tenant improvement payments as a component of the monthly rent, as set forth in Section 6.1 below, amortized over five (5) years, with no interest. Based on Improvement Costs of \$31,148.78, the monthly tenant improvement payments are \$519.15. In the event the Improvement Costs vary from this amount, the parties shall amend this Lease to confirm the correct amount and any adjustment to the monthly tenant improvement payments.

2. **TERM.**

The term of this Lease shall be for a five (5) year term. The term shall commence on August 1, 2018 (the "Commencement Date") and shall end on July 31, 2023. Monthly rental payments shall be due within ten (10) business days of the 1st of each month.

3. **RENEWAL OPTION.**

3.1 If this lease is not in default at the expiration of the existing 5 (five) year term, this agreement shall renew according to Section 3.3 below for an additional one (1) year term and each consecutive year thereafter, as long as this agreement is not in default.

3.2 Each of the renewal terms shall commence on the day following expiration of the preceding term.

3.3 The option to renew shall be exercised only by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below without further act of the parties.

4. **CONDITION OF PREMISES.**

Subject to Lessor’s completion of the Improvements as set forth in Section 1.2 above, Lessee agrees to accept the Leased Premises “as is” as of the Effective Date, for the purpose of use as described in Section 5 below.

5. **USE OF LEASED PREMISES.**

5.1 Lessee is hereby granted the right and privilege, and exclusive use of the Leased Premises for the moorage and operation of the vessel Guardian or any other vessel owned and operated by Lessee for purposes related to Lessee’s operations. Lessee shall ensure the vessel and the Leased Premises to be operated and attended by Lessee or a qualified employee of Lessee, on a regular basis, during all hours or on call. Lessee shall not perform services not customarily performed by a vessel such as the Guardian without the express written consent of Lessor. Said consent, if granted, can be revoked in Lessor’s reasonable discretion.

5.2 It is understood that the actual dock, equipment, piping, conduit, gangway, and all related equipment are the property of the Lessor, and the Lessor shall be solely responsible for the repairs of same throughout the term hereof. It is understood that all improvements to the premises and related to Lessee's operations on the premises become the property of Lessor upon installation, and Lessor does not purport to grant any rights with respect to such improvements except for assurances of the continued ability to maintain such improvements in their present location or that alternate locations are available, if needed.

5.3 Lessee may terminate this Lease upon 180 days written notice to Lessor; provided however, any amounts of the Improvement Costs not yet paid to Lessor as part of monthly rent (as provided in Section 6.1 below) shall be due and payable to Lessor within sixty (60) days before the termination date.

6. **RENT AND OTHER CHARGES.**

6.1 During this first year of the present lease term, (August 1, 2018 –July 31, 2023), the base rent shall be Seven Hundred Twenty Five Dollars and no Cents (\$725.00) per month (dock fees of \$205.85 plus tenant improvements of \$31,148.78 amortized over 60 months equals \$519.15 per month).

The annual lease rate of the base rent (defined above) for a renewed term beginning August 1, 2019 will be adjusted to 2% over the previous year for the duration of the Lease, as shown on the rent schedule below:

<u>LEASE PERIOD</u>	<u>RENT</u>	<u>TENANT IMPROVEMENTS</u>	<u>TOTAL BASE RENT</u>
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8/01/2018 – 7/31/2019	\$205.85	\$519.15	\$725.00
8/01/2019 – 7/31/2020	\$209.97	\$519.15	\$729.12
8/01/2020 – 7/31/2021	\$214.17	\$519.15	\$733.32
8/01/2021 – 7/31/2022	\$218.45	\$519.15	\$737.60
8/01/2022 – 7/31/2023	\$222.82	\$519.15	\$741.97

6.2 Unless otherwise specifically provided in this Lease, any payment due hereunder by one party to the other party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

7. **COMPLIANCE WITH GOVERNMENTAL RULES.**

7.1 Lessee shall at all during the term of this lease, unless otherwise specifically set forth herein, comply with all governmental rules, regulations, ordinances, statutes and law now or hereafter in effect pertaining to Lessor or Lessee's operation of its business pursuant to this Lease.

7.2 Lessee shall, at all times during the term hereof, comply with all reasonable rules and regulations which Lessor may at any time establish concerning the use of its facilities, provided, however, that any such rule or regulation so made shall not be so inconsistent with this Lease as to unreasonably interfere with Lessee's operations hereunder.

8. **MAINTENANCE OF LEASED PREMISES.**

8.1 Lessor shall, at Lessor's own expense, maintain and repair the leased premises and facilities and the improvements thereon. Lessee shall, at Lessee's own expense, keep the leased premises and facilities in a clean and orderly condition and be responsible for any damage to the Leased Premises directly resulting from Lessee's negligence. Lessee shall be responsible for any permits, licenses or certification required in its operation.

8.2 Lessee has adopted, and Lessor has approved, Lessee's Oil Spill Prevention and Spill Response Plan (OSPSRP) (Exhibit C), and provided a copy to Lessor, and Lessee shall have sole responsibility for implementation of this plan and shall be responsible to comply with the Yaquina Bay Oil Spill Response Plan (YBOSRP) (Exhibit D). The Lessee as part of the YBOSRP shall within the first hour Lessee becomes aware of any incident contact the appropriate emergency response entity.

9. **IMPROVEMENTS AND ALTERATIONS.**

In the event that Lessee desires to alter or add to the equipment or facilities on the Leased Premises, Lessee shall have the right to do so at its own expense subject to the prior written approval of Lessor of plans and specifications, which approval shall not be unreasonably withheld or delayed.

10. **LIENS**

Lessee shall keep the Leased Premises free from liens arising out of the operations

of Lessee, including any liens arising out of any labor performed for or materials furnished to Lessee on the Leased Premises. Lessee shall indemnify Lessor against any claims for labor or materials in connection with Lessee's construction of any improvements on the Leased Premises, including the costs of defending against the claims. Lessor shall have the right to enter on the Leased Premises, pursuant to Section 22 below, to post notices, if necessary.

11. **TITLE AT TERMINATION.**

Lessor shall retain upon installation title to all fixtures, equipment, machinery, and other improvements installed on or connected to the Leased Premises by Lessee. Lessee may remove personal property belonging to Lessee on the termination of this Lease, provided that any damage to the Leased Premises that is caused by the removal of the property shall promptly be repaired at the expense of Lessee. Any property that is not removed by Lessee within thirty (30) days after termination of this Lease shall be considered abandoned property.

12. **UTILITIES, TAXES AND ASSESSMENTS.**

The following utilities are included in the monthly rent and shall be provided to the Leased Premises: water, electric and garbage disposal. Lessee shall pay for any other utilities for the Leased Premises.

13. **DESTRUCTION OF LEASED PREMISES.**

13.1 If during the term of this Lease, the Leased Premises, or a portion thereof, are destroyed by fire or other casualty, however caused, Lessor shall promptly restore the Leased Premises to substantially their original condition. The rental with respect to the Leased Premises shall be abated from the date of the casualty in proportion to the extent that the Leased Premises are not usable by Lessee during the time the restoration is being accomplished.

13.2 If the Leased Premises are destroyed by fire or other casualty to such an extent that they are wholly unfit for the use contemplated, Lessor shall have the option to terminate this Lease without further obligation. On such termination, Lessor shall collect and retain the proceeds of any applicable insurance and upon making itself whole, disburse the remainder, if any, to Lessee.

14. **INSURANCE.**

14.1 As of the Effective Date, Lessee has provided Lessor with a copy of a certificate of self-insurance, which Lessor has deemed to be acceptable for its purposes under this Lease.

14.2 Lessee hereby waives any and all rights of recovery against Lessor, its officers, agents and employees, for any loss or damage, including consequential loss or damage caused by any peril, or perils including negligent acts, enumerated in each insurance policy required to be maintained by Lessee hereunder. This waiver of subrogation shall not apply with respect to any claim by Lessee, if it is in contravention of any term or provision of any

insurance policy which would otherwise provide reimbursement to Lessee, so as to render such coverage void. However, Lessee shall make reasonable efforts to obtain a policy or policies of insurance permitting such a waiver of subrogation, or expressly waiving subrogation.

15. **INDEMNITY**

15.1 To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims (including reasonably attorneys' fees and expenses incurred in connection with such claims) for bodily injury, personal injury, death or property damage occurring in, on or about the Leased Premises, to the extent such injury or damage is caused by Lessee's negligence or intentional or reckless misconduct. Lessee shall not indemnify Lessor against any claims involving the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

15.2 When using the Leased Premises, Lessee shall comply with all applicable federal, state, municipal, and local laws and regulations. To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Lessee shall indemnify Lessor against any liability that may be imposed by governmental authorities for any violation by Lessee or the agents or employees of Lessee of any laws or regulations.

16. **SIGNS.**

No signs shall be placed on the Leased Premises without the prior written approval of Lessor.

17. **DEFAULT OF LESSEE.**

The following occurrences shall be deemed events of default of Lessee:

17.1 Failure to make any payment of rent due pursuant to this Lease within thirty (30) days after the date payment is due, or failure to pay any other service charge or assessment within thirty (30) days after Lessor bills Lessee therefore;

17.2 Failure to proceed with due diligence to remedy any other breach of a condition of this Lease and to fully indemnify Lessor against all liability resulting from the breach within thirty (30) days after Lessor gives notice of the breach to the Lessee; and

17.3 Failure to occupy or abandonment of the Leased Premises.

17.4 On the occurrence of any default described in this section, Lessor may, at its option, in addition to any other remedy given by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

18. **RIGHT OF LESSOR TO RENT LEASED PREMISES ON DEFAULT OF LESSEE.**

On termination of this Lease as provided in Section 17, Lessor may immediately enter on the Leased Premises without further demand or notice. Lessor may retake possession of the Leased Premises by summary proceedings, by action in law or in equity, by force or otherwise, without liability for trespass or for damages. Reentry, resumption of possession, or re-letting of the Leased Premises by Lessor shall in no event be deemed to be a surrender of this Lease or a waiver of the rights and remedies of Lessor under this Lease.

19 DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.

19.1 On retaking possession of the Leased Premises, Lessor shall at the expense of Lessee hold in storage for Lessee any personal property that is located on the Leased Premises, regardless of whether the personal property belongs to Lessee or any other person. Lessor may deliver the goods to Lessee or a consignee or any person or concern owning any interest in the property.

19.2 After the expiration of ten (10) days after retaking possession, should any personal property located on the Leased Premises not be claimed by Lessee or its true owner, such property shall be considered abandoned; and Lessee shall bear full responsibility for the disposition of such property by Lessor; and, to the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and shall indemnify and hold Lessor harmless from any and all claims, suits, and demands of true owners of such property disposed of by Lessor.

20. EXPENSES TO BE PAID BY LESSEE ON TERMINATION OF LEASE DUE TO DEFAULT OF LESSEE.

20.1 On termination of this Lease for default, Lessee shall pay to Lessor the expenses, including but not limited to reasonable attorney and other fees, incurred by Lessor in connection with:

- (a) Obtaining possession of the Leased Premises;
- (b) Maintenance and repair of the Leased Premises while vacant.
- (c) any amount of the Improvement Costs not yet paid to Lessor as part of the monthly rent.

20.2 Lessor may sue for the payments as they accrue without waiting for the payment date fixed in this Lease. Any proceeding to recover such payments shall not be deemed a waiver of any other rights of Lessor under law, equity or this Lease.

21. RELETTING PREMISES ON DEFAULT OF LESSEE.

21.1 On termination of this Lease, Lessor shall use reasonable efforts to relet the Leased Premises to a suitable tenant. All the rents or other sums received, if any, from the alternate tenant, after deducting all costs of Lessor specified in Section 20, shall be credited against the total amount due from Lessee. The failure of Lessor to find a suitable tenant, however, shall in no way prejudice the rights of Lessor under this Lease.

21.2 If Lessee has prepaid amounts due under this Lease that are subsequently obtained by Lessor from a new tenant, Lessor shall refund to Lessee the net amount of the overpaid rents or other sums.

22. **INSPECTION.**

Lessor and the agents and employees of Lessor may, with at least two (2) business days' prior notice, or, in the event of an emergency, at any time, to inspect and determine whether the Leased Premises are kept in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective tenants or buyers.

23. **ASSIGNMENT AND SUBLETTING.**

Lessee shall not assign or sublet any rights or interests under this Lease without the prior written consent of Lessor. Lessor shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable. In determining whether to consent to assignment Lessor may consider the financial ability and business experience of assignee.

In the event Lessor leases space in the marina that shares in the use of the security gate, dock improvements and related facilities (i.e., the Improvements to be constructed pursuant to Section 1.2 above), Lessor agrees to renegotiate the amount Lessee's payment of the monthly tenant improvement payments in an equitable manner, such that the Improvement Costs are shared equitably between Lessee and the new lessee.

24. **QUIET ENJOYMENT.**

Lessor agrees that Lessee, on paying the rent and other charges in this Lease provided and on observing and keeping all the provisions of this Lease, shall quietly occupy the Leased Premises during the term of this Lease and any renewal hereof without.

25. **FORCE MAJEURE.**

25.1 For purposes of this Lease, the term "force majeure" is defined as any act of God, act of a public enemy, strike, fire, storm, flood, civil disturbance, failure or delay of persons from whom the parties to this Lease obtained machinery, equipment, or supplies to make delivery, or other causes beyond the control of either party, regardless of whether the other causes be of the class here specifically set out.

25.2 Neither party shall be responsible for any failure of performance of any of its obligations under this agreement, where the failure is due to force majeure.

26. **EFFECT OF WAIVER OF PRIOR BREACH.**

No waiver by Lessor of any covenant or condition of this Lease shall be construed as a waiver of any other covenant or condition, nor shall the waiver of any breach of this Lease be construed as waiver of any other or subsequent breach.

27. **SERVABILITY.**

Should any provision of this Lease be declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions of this Lease shall not be affected thereby.

28. **TIME OF ESSENCE.**

Punctual performance by the parties to this Lease of the covenants contained in this Lease are of the essence of this Lease.

29. **SECTION TITLES ONLY FOR IDENTIFICATION.**

The titles to all sections used in this Lease are for purposes of identification only and shall not vary the context of the sections.

30. **NOTICES.**

30.1 Whenever it is required or permitted that notice be given by either party to this Lease to the other party, the notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO Lessor: Port of Newport
Aaron Bretz or Successor
600 SE Bay Blvd.
Newport, OR
97365
541-265-7758
cell: 541-961-3904
abretz@portofnewport

TO Lessee: Oregon State Police
Kailean Kneeland or Successor
3565 Trelstad Ave, SE
Salem, OR 97317
503-378-3720 /

Cell: 503-602-9675
Kailean.kneeland@state.or.us

30.2 Unless otherwise specified in this Lease, all notices required to be given under this Lease shall be effective on the date of receipt.

30.3 The addresses to which notices are to be sent may be changed from time to time by notice given according to the terms of this section.

31. **INTENTIONALLY OMITTED**

32. **HOLDOVER.**

If Lessee remains on the Leased Premises after the expiration of the term of this Lease without exercising the option to renew the Lease, the holding over shall be deemed to create a month-to-month tenancy under the same terms and conditions of this Lease but shall not be construed as a renewal of this Lease

33. **NON-APPROPRIATION.**

(a) If sufficient funds have not been provided in the legislatively approved budget of Lessee Department of State Police, to permit Lessee in the exercise of its reasonable administrative discretion to continue this Lease, Lessee may terminate this Lease without further liability to Lessor with not less than one hundred twenty (120) days prior written notice to Lessor. During such termination notice period, Lessee may negotiate with Lessor for continued occupancy in a portion of the Premises at a reduced rent. If that is not feasible on mutually acceptable terms, then the Lease shall terminate as notified. In determining the availability of funds to Lessee, Lessee will use the budget approved by the Oregon State Legislature or acts of the Legislative Emergency Board.

(b) If by a specific legislative act, Lessee as named herein is abolished or its functions absorbed into other state agency or agencies, Lessee may terminate this Lease without further liability to Lessor, with not less than one hundred twenty (120) days prior written notice to Lessor.

(c) If any of the foregoing occurs with respect to an agency/division occupying only a portion of the Premises, Lessee shall have the right to terminate as to that portion of the Premises.

(d) On termination of this Lease for non-appropriation, Lessee shall pay to Lessor any amount of the Improvement Costs not yet paid to Lessor, as part of the monthly rent, within 60 days of written notice.

34. **MODIFICATION OF LEASE.**

No modification of this Lease shall be effective unless agreed to in writing by the parties to this Lease. No modification of one provision of this Lease shall be considered a

waiver, breach, or cancellation of any other provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate to be effective as of the day and year above set forth, and any corporate signature is affixed hereto only pursuant to the board of directors or other governing body thereof.

LESSOR: PORT OF NEWPORT

By: _____ Date: _____
President

By: _____ Date: _____
Secretary/Treasurer

LESSEE: STATE OF OREGON, acting by and through its
Department of State Police

By: _____ Date: _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By: _____ Date: _____
Real Estate Services

#8957568v8

Untitled Map

Write a description for your map.

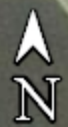
Legend

- Feature 1



GUARDIAN Moorage

OSP Parking



**Exhibit B
Improvements**

Port of Newport

600 S.E. RAY BOULEVARD NEWPORT, OREGON 97365 (541) 265-7758 FAX (541) 265-4235

Project: OSP Dock **Date:** 8/10/2017
Location: South Beach Marina
Estimator: Chris Urbach

No	Description	Qty	Cost	Total
1	Provide 30 AMP 125 volt hook up for new power service	1	1,521.00	1,521.00
2	Hampton 30 AMP power pedestal	1	800	800.00
3	Heavy Duty 8" cleat	20	13.01	260.20
4	Solar Powerd Navagation Light	2	200.79	401.58
5	New water line	1	2,500.00	2,500.00
6	Pile Hoops (In stock)	5	240	1,200.00
7	Whalers (In stock)	70	68.8	4,816.00
8	Thru-Rods Huts and Washers (In stock)	100	21.9	2,190.00
9	Angel Brackets (In stock)	4	250.00	1,000.00
10	Misc. Hardware	1	1000	1,000.00
11	Security Gate	1	2,500.00	2,500.00
12	Port Labor	1	12,960.00	12,960.00
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			TOTAL	31,148.78

Exhibit C
Oil Spill Prevention and Spill Response Plan (OSPSRP)

EMERGENCY RESPONSE PLAN (0-24 HOURS)
OSP P/V GUARDIAN / PORT OF NEWPORT SOUTH BEACH MARINA

The following response procedure and plan is intended to be used as the emergent phase of an oil spill or hazardous substance release from the P/V Guardian located at the Port of Newport South Beach Marina. The P/V Guardian is a “charter boat” design vessel converted into an enforcement patrol vessel and is permanently moored to the Secure Moorage Dock in the Marina.

This plan is to be put into action from the time a spill or release occurs until the Unified Command is operating and/or the spill or release is contained and cleaned up. Generally, this plan is in effect no longer than 24 hours.

The Yaquina Bay Geographic Response Plan (GRP, Exhibit D, <http://www.deq.state.or.us/lq/pubs/docs/cu/YaquinaBayGeographicResponsePlan.pdf>) constitutes the federal on-scene coordinator’s and state on-scene coordinator’s orders during the emergent phase of the spill or release. During the project phase, the GRP will continue to be used but with input from natural resource agency trustees.

This emergency response plan is specific to the P/V Guardian moorage area on the south side of Yaquina Bay just east of the 101 bridge as indicated on the site locator map on page 4, and the site map in Chapter 4, Figure SYB-03, and Chapter 4, Figure 4-1 of the GRP, pages 4-3 and 4-9.

The Port of Newport, Lessor, leases said moorage space on the Secure Moorage Dock to the P/V Guardian. The Lessees, the Department of Oregon State Police, are the owners and operators of the P/V Guardian. As a condition of the lease, the Lessees are required to provide a spill response plan according to Section 8.2 of the attached agreement. The Lessee is responsible for immediate response to any spill or discharge from the P/V Guardian and shall have on hand, and deploy, adequate sorbent boom to completely surround the P/V Guardian. The types of releases that could occur from the P/V Guardian are diesel fuel, motor oil, cleaning chemicals, or raw sewage (minimal). Maximum quantities would not exceed 600 gallons total.

Exhibit C
Oil Spill Prevention and Spill Response Plan (OSPSRP)

Available Resources and Response Equipment
Port of Newport

In addition to the listed resources and equipment in Attachment A provided by the P/V Guardian, the following will be available for immediate use and deployment by the Port of Newport:

- 200' of 8" containment boom and 5-25 lb. anchors
- 280' of 8" sorbent boom
- 200' of 5" sorbent boom
- 450' of continuous sweep (pad)
- 36'-250 HP tug boat "Mildred C"
- 20'-90 HP work skiff
- 2-8 hr. and 2- 49 hr. trained HAZWOPER personnel (see Attachment B)
 - Kent Gibson, Harbormaster, Level A,B,C,D
 - Kevin Corwin, Maintenance/Operations Level A,B,C,D
 - Jim Durkee, Maintenance/Operations Level A,B,C,D
 - Eric Swanson, Maintenance/Operations Level A,B,C,D
 - Fred Hauert, Maintenance/Operations Level A,B,C,D

Additional first response equipment and resources would come from the US Coast Guard Station Yaquina Bay, to include:

- 3 anchors
- 1 shovel
- 10 boxes oil snare
- 1 large bag oil snare
- 3-50' orange hard boom
- 4 bags 5" X 50' soft boom
- 1 spool 200' 5/8" 3-strand
- 4 bags 100 ct. oil diapers
- 1 box rubber gloves
- 1 roll large plastic gloves
- 1 roll small plastic bags

All of the above resources will be mobilized on scene following initial contact from Lessee to be placed in a designated staging area (see Attachment A-1) at the top of the walk ramp and made available for deployment. The Port's vessels will be deployed and can be on scene within 15 minutes. Other resources will be made available and deployed in the order equipment arrives on scene and as directed or selected by the on-scene coordinator.

As part of this plan, it is the Oregon State Police's understanding that the NWFF through their arrangements with the Port of Newport will provide adequate personnel and major items of equipment will be deployed from Philomath, Oregon and would be on scene within two (2) hours or less from the time mobilization is required. NWFF would also provide Shoreline Cleanup Assessment Team activities (SCAT).

Exhibit C
Oil Spil Prevention and Spill Response Plan (OSPSRP)

Tidal and Hydrographic Conditions

The P/V Guardian is moored to the Secure Moorage Dock at the foot of the walkway on the south side behind a secure gate. The water depth is approximately 10 feet at MHW and subject to low velocity current, depending on tidal flow and seasonal weather conditions.

Oil movement and behavior in a marina such as South Beach Marina is controlled mostly by interaction of physical processes including tidal activity and local winds. Seasonal flows of the Yaquina River and air and water temperatures would be secondary.

During the summer and early fall, the volume of salt water intrusion substantially exceeds the volume of fresh water discharged into the estuary from the river. Under this condition, tidal action forces mixing of the fresh and salt water to the extent that on a given cross section through the estuary, the salinity is essentially constant from top to bottom. With this flow regime, there is a general slow net drift of water outward at all depths measured at about one-tenth of a knot. The back and forth tidal motion is superimposed on this slow, outward drift.

During the winter when river discharge is high, fresh water flowing downstream partially overrides the more dense saline water forced inland by the tides. Although salinity is least at the surface due to the dilution from fresh water and is greatest near the bottom, salinity changes in the vertical direction are usually gradual. With this regime, there is upstream movement of saline water at the bottom with a superimposed back and forth tidal movement and a downstream movement at the surface.

Under most circumstances, the major processes to be concerned with are the tides which cause significant surface currents in many places in the estuary. The tides are of the mixed semi-diurnal type with paired highs and lows of unequal duration and amplitude. The mean tidal range at Newport is 6.0 feet, the diurnal is 7.9 feet, and the extreme is 11.5 feet. The tidal range increases upstream to Toledo where the mean range is 6.8 feet. The time difference between peak tides at Newport and Toledo is about 50 minutes.

Currents resulting from tidal action range from 4.0 feet per second at the entrance of the bay to about 0.5 feet per second at Toledo. Maximum ebb current velocities are slightly greater than flood current velocities due to the effects of river discharge. The maximum velocities occur in the navigation channel and in the entrances to the numerous sloughs such as Parker Slough, Johnson Slough and McCaffrey's Slough.

L:\OILSPILL\P/V Guardian Response Plan

Exhibit C
Oil Spill Prevention and Spill Response Plan (OSPSRP)

Site Location

Also attached to this plan are a series of site maps showing a simulation trajectory study. The site maps include a worst case spill scenario for the release of oil at or near the surface from the Yaquina jetty entrance, River Mile 0.0 to McCaffrey Slough at River Mile 6.0. However, if necessary the marina entrance can be spanned by containment boom and this would prevent any surface oil from leaving the marina area and entering into the Yaquina River or estuary. This information is specifically important to the Shoreline Cleanup Assessment Teams (SCAT). (See Exhibit B.)



Project Site Location
2120 S.E. Marine Science Drive
Newport, OR 97365

Exhibit C
Oil Spil Prevention and Spill Response Plan (OSPSRP)

Attachment A-1

Containment Boom Strategy
Initial Deployment



Owner/operator of the P/V Guardian will provide an adequate amount of sorbent or containment boom for initial deployment during a minor fuel spill (up to 50 gallons)

Staging area for containment boom and deployment site – bow of P/V Guardian approximately 200' of sorbent or containment boom – initial deployment.

**Exhibit C
Oil Spil Prevention and Spill Response Plan (OSPSRP)**

**EMERGENCY RESPONSE PLAN (0-24 HOURS)
Emergency Contacts
Revised 05/17/18**

Name	Affiliation	Work	Home	Cell
Kent Gibson	Port of Newport Harbormaster	541-265-7758	541-336-2730	541-270-5557
Chris Urbach	South Beach Marina Harbormaster	541-867-3321	541-336-5637	541-270-5558
Aaron Bretz	Port of Newport Director of Ops.	541-265-7758	541-265-2008	541-961-3904
Doug Parsons	Port of Newport General Manager	541-265-7758	541-444-7639	541-444-6170
Commanding Officer (CO)	USCG Station Yaquina Bay, C.O.	541-265-5381		
	Lincoln County Sheriff	541-265-4199 911		541-265-4277
Rob Murphy	City of Newport Fire Chief	24-Hour: 541-265-9461		
Wes Gebb	ODEQ	541-687-7465 24-Hour: 800-452-0311		
Stewart Lamerdin Monita Cheever	OSU Ship Operations OSU Ship Operations Coordinator	541-867-0225 541-867-0295		
Randy Walker Bob Miller Rick Brown Walt Nelson Dave Fox	HMSC Facilities NOAA EPA ODFW	541-867-0264 541-867-0542 541-867-4041 541-867-0300	541-444-2447	541-270-0100 541-270-0102 541-961-9021
Aquarium Gary Smith Jim Burke	Oregon Coast Aquarium Facilities	24-Hour: 541-867-3576 541-867-3474 Ext. 5323 541-867-4772	541-563-2097	

COMMERCIAL LEASE

THIS LEASE made _____, 2018, (the "Effective Date"), between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and the STATE OF OREGON, by and through its DEPARTMENT OF STATE POLICE, hereinafter referred to as "Lessee".

1. **DEMISE AND DESCRIPTION OF LEASED PREMISES.**

1.1 Leased Premises. Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor the following described premises situated at 2120 SE Marine Science Dr., Newport, Oregon 97365, more particularly depicted in Exhibit A attached, within the Port of Newport's South Beach Marina, hereinafter referred to as the "Leased Premises"; and the right of access thereto: A-Dock (70' x 11')

(DESCRIPTION)

~~In addition certain improvements (Exhibit B) including, security gate, security camera and associated facilities will be installed and become part of the leased premises as soon as practicable.~~ Parking: Lessor shall reserve one (1) parking space for Lessee, near to the top of the float in the parking lot adjacent to the marina, as shown on Exhibit A.

1.2 Improvements.

(a) On or before the Commencement Date of this Lease (as defined Section 2.1 below), Lessor shall construct certain improvements on the Leased Premises, as described on Exhibit B (the "Improvements"). The Improvements are for the purpose of keeping the Leased Premises as a secure location for Lessee, with restricted entry.

(b) Costs. Lessee shall reimburse Lessor for up to \$31,148.78 of the costs of the Improvements (the "Improvement Costs"), in the form of monthly tenant improvement payments as a component of the monthly rent, as set forth in Section 6.1 below, amortized over five (5) years, with no interest. Based on Improvement Costs of \$31,148.78, the monthly tenant improvement payments are \$519.15. In the event the Improvement Costs vary from this amount, the parties shall amend this Lease to confirm the correct amount and any adjustment to the monthly tenant improvement payments.

2. **TERM.**

The term of this Lease shall be for a five (5) year term. The term shall commence on August 1, 2018 (the "Commencement Date") and shall end on July 31, 2023. Monthly rental payments shall be due within ten (10) business days of the 1st of each month.

3. **RENEWAL OPTION.**

3.1 If this lease is not in default at the expiration of the existing 5 (five) year term, this agreement shall renew according to Section 3.3 below for an additional one (1) year term and each consecutive year thereafter, as long as this agreement is not in default.

3.2 Each of the renewal terms shall commence on the day following expiration of the preceding term.

3.3 The option to renew shall be exercised only by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below without further act of the parties.

4. **CONDITION OF PREMISES.**

Subject to Lessor's completion of the Improvements as set forth in Section 1.2 above, Lessee agrees to accept the ~~premises (moorage area) as Leased Premises~~ "as is" as of the Effective Date, for the purpose of use as described in Section 5 below.

5. **USE OF LEASED PREMISES.**

(DESCRIPTION)

5.1 Lessee is hereby granted the right and privilege, and exclusive use of the Leased Premises for the moorage and operation of the vessel Guardian, or any other vessel owned and operated by Lessee for purposes related to Lessee's operations. Lessee shall ensure the vessel and ~~support facilities~~the Leased Premises to be operated and attended by Lessee or a qualified employee of Lessee, on a regular basis, during all hours or on call. Lessee shall not perform services not customarily performed by a vessel such as the Guardian without the express written consent of Lessor. Said consent, if granted, can be revoked ~~at any time for any reason whatsoever in Lessor's reasonable discretion.~~

5.2 It is understood that the actual dock, equipment, piping, conduit, gangway, and all related equipment are the property of the Lessor, and the Lessor shall be solely responsible for the repairs of same throughout the term hereof. ~~The Leased Premises shall include the first _____ feet of A Dock and the right of access thereto.~~ It is understood that all improvements to the premises and related to Lessee's operations on the premises become the property of Lessor upon installation, and Lessor does not purport to grant any rights with respect to such improvements except for assurances of the continued ability to maintain such improvements in their present location or that alternate locations are available, if needed. ~~Lessor reserves the right, at Lessor's expense, to relocate the operation and any relevant equipment and facilities if necessary for the best management of the marina complex. Lessor shall make reasonable efforts to minimize interference with Lessee's operations, but shall not be liable to Lessee for reasonable interference or disruption of such operations during any such relocation.~~

~~5.3 In the event Lessor, in its sole discretion, elects to reconfigure, replace, rebuild or reconstruct the docks in the vicinity of the Leased Premises for which this Lease is granted, Lessor shall have the right to terminate this Lease upon not less than 180 days written notice to Lessee. Upon such termination the parties shall negotiate a new Lease on the same terms and conditions of this lease following any reconfiguration, replacement, rebuilding, or reconstruction.~~

5.4.5.3 Lessee may terminate this Lease upon 180 days written notice to Lessor; provided

however, any amounts of the ~~tenant improvement~~Improvement Costs not ~~amortized~~yet paid to Lessor as part of monthly rent (as provided in Section 6.1 below) shall be due and payable to Lessor within sixty (60) days before the termination date.

6. **RENT AND OTHER CHARGES.**

6.1 During this first year of the present lease term, (August 1, 2018 – July 31, 2023), the base rent shall be Seven Hundred Twenty Five Dollars and no Cents (\$725.00) per month (dock fees of \$205.85 plus tenant improvements of \$31,148.78 amortized over 60 months equals \$519.15 per month).

The annual lease rate of the base rent (defined above) for a renewed term beginning _____ August 1, 2019 will be adjusted to 2% over the previous year for the duration of the Lease, as shown on the rent schedule below:-

<u>LEASE PERIOD</u>	<u>RENT</u>	<u>TENANT IMPROVEMENTS</u>	<u>TOTAL BASE RENT</u>
<u>8/01/2018 – 7/31/2019</u>	<u>\$205.85</u>	<u>\$519.15</u>	<u>\$725.00</u>
<u>8/01/2019 – 7/31/2020</u>	<u>\$209.97</u>	<u>\$519.15</u>	<u>\$729.12</u>
<u>8/01/2020 – 7/31/2021</u>	<u>\$214.17</u>	<u>\$519.15</u>	<u>\$733.32</u>
<u>8/01/2021 – 7/31/2022</u>	<u>\$218.45</u>	<u>\$519.15</u>	<u>\$737.60</u>
<u>8/01/2022 – 7/31/2023</u>	<u>\$222.82</u>	<u>\$519.15</u>	<u>\$741.97</u>

~~6.1 Lessee shall pay eighteen percent (18%) per year interest on all payments of rent required above more than forty five (45) days in arrears.~~

~~6.2 Unless otherwise specifically provided in this Lease, any payment due hereunder by one party to the other party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.~~

7. **COMPLIANCE WITH GOVERNMENTAL RULES.**

7.1 Lessee shall at all during the term of this lease, ~~at its sole cost and expense unless otherwise specifically set forth herein,~~ comply with all governmental rules, regulations, ordinances, statutes and law now or hereafter in effect pertaining to Lessor or Lessee's operation of its business pursuant to this Lease.

7.2 Lessee shall, at all times during the term hereof, comply with all reasonable rules and regulations which Lessor may at any time establish concerning the use of its facilities, provided, however, that any such rule or regulation so made shall not be so inconsistent with this Lease as to unreasonably interfere with Lessee's operations hereunder.

8. **MAINTENANCE OF LEASED PREMISES.**

8.1 ~~Lessee~~Lessor shall, at ~~Lessee's~~Lessor's own expense, maintain and repair the leased premises and facilities and the improvements thereon. Lessee shall, at Lessee's own expense, keep the leased premises and facilities in a clean and orderly condition, ~~and be responsible for any damage to the Leased Premises directly resulting from Lessee's negligence.~~

Lessee shall be responsible for any permits, licenses or certification required in its operation.

8.2 Lessee ~~shall prepare an~~has adopted, and Lessor has approved, Lessee's Oil Spill Prevention and Spill Response Plan (OSPSRP) (Exhibit C), and ~~provide~~provided a copy to Lessor, and Lessee shall have sole responsibility for implementation of this plan and shall be responsible to comply with the Yaquina Bay Oil Spill Response Plan (YBOSRP) (Exhibit D). The Lessee as part of the YBOSRP shall within the first hour Lessee becomes aware of any incident contact the ~~Emergency Response~~appropriate emergency response entity.

9. **IMPROVEMENTS AND ALTERATIONS.**

In the event that Lessee desires to alter or add to the equipment or facilities on the Leased Premises, Lessee shall have the right to do so at its own expense subject to the prior written approval of Lessor of plans and specifications, which approval shall not be unreasonably withheld or delayed.

10. **LIENS**

Lessee shall keep the Leased Premises free from liens arising out of the operations of Lessee, including any liens arising out of any labor performed for or materials furnished to Lessee on the Leased Premises. Lessee shall indemnify Lessor against any claims for labor or materials in connection with ~~any~~Lessee's construction of any improvements on the Leased Premises, including the costs of defending against the claims. Lessor shall have the right to enter on the Leased Premises ~~at any reasonable time,~~ pursuant to Section 22 below, to post notices, if necessary.

11. **TITLE AT TERMINATION.**

Lessor shall retain upon installation title to all fixtures, equipment, machinery, and other improvements installed on or connected to the Leased Premises by Lessee. Lessee may remove personal property belonging to Lessee on the termination of this Lease, provided that any damage to the Leased Premises that is caused by the removal of the property shall promptly be repaired at the expense of Lessee. Any property that is not removed by Lessee within thirty (30) days after termination of this Lease shall be considered abandoned property.

12. **UTILITIES, TAXES AND ASSESSMENTS.**

~~During the term of this lease, Lessee shall be responsible for Lessee's own~~The following utilities used by Lessee ~~on~~are included in the monthly rent and shall be provided to the Leased Premises. Utilities, as used in this lease, may include telephone, TV cable service, electricity, water, sewage, electric and garbage disposal. Lessee shall pay for any other utilities for the Leased Premises.

13. **DESTRUCTION OF LEASED PREMISES.**

13.1 If during the term of this Lease, the Leased Premises, or a portion thereof, are destroyed by fire or other casualty, however caused, Lessor shall promptly restore the

~~destroyed facilities (—Doek and attached utilities)~~Leased Premises to substantially their original condition. The rental with respect to the Leased Premises shall be abated from the date of the casualty in proportion to the extent that the Leased Premises are not usable by Lessee during the time the restoration is being accomplished.

13.2 If the ~~facilities~~Leased Premises are destroyed by fire or other casualty to such an extent that they are wholly unfit for the use contemplated, Lessor shall have the option to terminate this Lease without further obligation. On such termination, Lessor shall collect and retain the proceeds of any applicable insurance and upon making itself whole, disburse the remainder, if any, to Lessee.

14. INSURANCE.

14.1 ~~Upon executionAs of this Lease~~the Effective Date, Lessee ~~shall furnish to has provided~~ Lessor with a copy of a certificate of self-insurance ~~equal to the amounts required by the Port Commission from time to time by resolution, which Lessor has deemed to be acceptable for its purposes under this Lease.~~

14.2 Lessee hereby waives any and all rights of recovery against Lessor, its officers, agents and employees, for any loss or damage, including consequential loss or damage caused by any peril, or perils including negligent acts, enumerated in each insurance policy required to be maintained by Lessee hereunder. This waiver of subrogation shall not apply with respect to any claim by Lessee, if it is in contravention of any term or provision of any insurance policy which would otherwise provide reimbursement to Lessee, so as to render such coverage void. However, Lessee shall make reasonable efforts to obtain a policy or policies of insurance permitting such a waiver of subrogation, or expressly waiving subrogation.

15. INDEMNITY

15.1 ~~To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180,~~ Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims ~~arising out of any injury to persons, (including reasonably attorneys' fees and expenses incurred in connection with such claims) for bodily injury, personal injury, death or damage to property, sustained as a result of the acts of Lessee. Lessee shall defend any action brought against Lessor or any of the agents or employees of Lessor based damage occurring in, on any alleged or about the Leased Premises, to the extent such injury or damage is caused by Lessee, and Lessee shall pay all costs, including attorney fees, resulting from the action.~~Lessee's negligence or intentional or reckless misconduct. Lessee shall not indemnify Lessor against any claims involving the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

15.2 When using the Leased Premises, Lessee shall comply with all applicable federal, state, municipal, and local laws and regulations. To the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and subject to ORS Chapter 180, Lessee shall indemnify Lessor against any liability that may be imposed by governmental authorities for any violation by Lessee or the agents or employees of Lessee of any laws or regulations.

16. **SIGNS.**

No signs shall be placed on the Leased Premises without the prior written approval of Lessor.

17. **DEFAULT OF LESSEE**

The following occurrences shall be deemed events of default of Lessee:

17.1 Failure to make any payment of rent due pursuant to this Lease within thirty (30) days after the date payment is due, or failure to pay any other service charge or assessment within thirty (30) days after Lessor bills Lessee therefore;

17.2 Failure to proceed with due diligence to remedy any other breach of a condition of this Lease and to fully indemnify Lessor against all liability resulting from the breach within thirty (30) days after Lessor gives notice of the breach to the Lessee; and

17.3 Failure to occupy or abandonment of the Leased Premises.

17.4 On the occurrence of any default described in this section, Lessor may, at its option, in addition to any other remedy given by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

18. **RIGHT OF LESSOR TO RENT LEASED PREMISES ON DEFAULT OF LESSEE.**

On termination of this Lease as provided in Section 17, Lessor may immediately enter on the Leased Premises without further demand or notice. Lessor may retake possession of the Leased Premises by summary proceedings, by action in law or in equity, by force or otherwise, without liability for trespass or for damages. Reentry, resumption of possession, or re-letting of the Leased Premises by Lessor shall in no event be deemed to be a surrender of this Lease or a waiver of the rights and remedies of Lessor under this Lease.

19 **DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.**

19.1 On retaking possession of the Leased Premises, Lessor shall at the expense of Lessee hold in storage for Lessee any personal property that is located on the Leased Premises, regardless of whether the personal property belongs to Lessee or any other person. Lessor may deliver the goods to Lessee or a consignee or any person or concern owning any interest in the property.

19.2 After the expiration of ten (10) days after retaking possession, should any personal property located on the Leased Premises not be claimed by Lessee or its true owner, such property shall be considered abandoned; and Lessee shall bear full responsibility for the disposition of such property by Lessor; and, to the extent permitted by and subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, and shall indemnify and hold Lessor harmless from any and all claims, suits, and demands of true owners of such property disposed of by Lessor, ~~whether such claims, suits, or demands be legitimate or otherwise.~~

20. EXPENSES TO BE PAID BY LESSEE ON TERMINATION OF LEASE DUE TO DEFAULT OF LESSEE.

20.1 On termination of this Lease for default, Lessee shall pay to Lessor the expenses, including but not limited to reasonable attorney and other fees, incurred by Lessor in connection with:

(a) Obtaining possession of the Leased Premises;

~~(b) Removal and storage of the vessel of Lessee and other occupants; and~~

~~(c) Maintenance and repair of the Leased Premises while vacant.~~

~~(d) Unpaid~~ any amount of the ~~amortized tenant improvement as provided in Section 6.1.~~

~~20.2 The expenses shall be deemed prima facie to be the amounts invoiced~~ Improvement Costs not yet paid to Lessor; as part of the monthly rent.

~~20.3~~ 20.2 Lessor may sue for the payments as they accrue without waiting for the payment date fixed in this Lease. Any proceeding to recover such payments shall not be deemed a waiver of any other rights of Lessor under law, equity or this Lease.

21. RELETTING PREMISES ON DEFAULT OF LESSEE.

21.1 On termination of this Lease, Lessor shall use reasonable efforts to relet the Leased Premises to a suitable tenant. All the rents or other sums received, if any, from the alternate tenant, after deducting all costs of Lessor specified in Section 20, shall be credited against the total amount due from Lessee. The failure of Lessor to find a suitable tenant, however, shall in no way prejudice the rights of Lessor under this Lease.

21.2 If Lessee has prepaid amounts due under this Lease that are subsequently obtained by Lessor from a new tenant, Lessor shall refund to Lessee the net amount of the overpaid rents or other sums.

22. INSPECTION.

Lessor and the agents and employees of Lessor may ~~at all reasonable times enter the Leased Premises, with at least two (2) business days' prior notice, or, in the event of an emergency, at any time,~~ to inspect and determine whether the Leased Premises are kept in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective tenants or buyers.

23. **ASSIGNMENT AND SUBLETTING.**

Lessee shall not assign or sublet any rights or interests under this Lease without the prior written consent of Lessor. Lessor shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable. In determining whether to consent to assignment Lessor may consider the financial ability and business experience of assignee.

In the event Lessor leases space in the marina that shares in the use of the security gate, dock improvements and related facilities, ~~(i.e., the Improvements to be constructed pursuant to Section 1.2 above),~~ Lessor agrees to renegotiate the amount Lessee's payment of the monthly tenant improvement ~~charge (and amortization of same) payments~~ in an equitable manner, such that the Improvement Costs are shared equitably between Lessee and the new lessee.

24. **QUIET ENJOYMENT.**

Lessor agrees that Lessee, on paying the rent and other charges in this Lease provided and on observing and keeping all the provisions of this Lease, shall quietly occupy the Leased Premises during the term of this Lease and any renewal hereof without.

25. **FORCE MAJEURE.**

25.1 For purposes of this Lease, the term "force majeure" is defined as any act of God, act of a public enemy, strike, fire, storm, flood, civil disturbance, failure or delay of persons from whom the parties to this Lease obtained machinery, equipment, or supplies to make delivery, or other causes beyond the control of either party, regardless of whether the other causes be of the class here specifically set out.

25.2 Neither party shall be responsible for any failure of performance of any of its obligations under this agreement, where the failure is due to force majeure.

26. **EFFECT OF WAIVER OF PRIOR BREACH.**

No waiver by Lessor of any covenant or condition of this Lease shall be construed as a waiver of any other covenant or condition, nor shall the waiver of any breach of this Lease be construed as waiver of any other or subsequent breach.

27. **SERVABILITY.**

Should any provision of this Lease be declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions of this Lease shall not be affected thereby.

28. **TIME OF ESSENCE.**

Punctual performance by the parties to this Lease of the covenants contained in this Lease are of the essence of this Lease.

29. **SECTION TITLES ONLY FOR IDENTIFICATION.**

The titles to all sections used in this Lease are for purposes of identification only and shall not vary the context of the sections.

30. **NOTICES.**

30.1 Whenever it is required or permitted that notice be given by either party to this Lease to the other party, the notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO Lessor: Port of Newport
Aaron Bretz or Successor
600 SE Bay Blvd.
Newport, OR
97365
541-265-7758
cell: 541-961-3904
abretz@portofnewport

TO Lessee: Oregon State Police
Kailean Kneeland or Successor
3565 Trelstad Ave, SE
Salem, OR 97317
503-378-3720 / cell
Cell: 503-602-9675
Kailean.kneeland@state.or.us

30.2 Unless otherwise specified in this Lease, all notices required to be given under this Lease shall be effective on the date of receipt.

30.3 The addresses to which notices are to be sent may be changed from time to time by notice given according to the terms of this section.

~~31. **ATTORNEYS' FEE'S.**~~

~~In addition to the fees provided in Section 21 due to default, should either party hereto institute or be made a party to any action or proceeding in court to enforce any provision hereof or for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amounts as the court may adjudge to be reasonable as attorneys' fees, including any appeal thereof, and such amount may be made a part of the judgment against the losing party.~~

31. INTENTIONALLY OMITTED

32. HOLDOVER.

If Lessee remains on the Leased Premises after the expiration of the term of this Lease without exercising the option to renew the Lease, the holding over shall be deemed to create a month-to-month tenancy under the same terms and conditions of this Lease but shall not be construed as a renewal of this Lease

33. NON-APPROPRIATION.

~~(a) If sufficient funds have not been provided in the legislatively approved budget of Lessee Department of State Police, to permit Lessee in the exercise of its reasonable administrative discretion to continue this Lease, Lessee may terminate this Lease without further liability to Lessor with not less than one hundred twenty (120) days prior written notice to Lessor. During such termination notice period, Lessee may negotiate with Lessor for continued occupancy in a portion of the Premises at a reduced rent. If that is not feasible on mutually acceptable terms, then the Lease shall terminate as notified. In determining the availability of funds to Lessee, Lessee will use the budget approved by the Oregon State Legislature or acts of the Legislative Emergency Board.~~

~~(b) If by a specific legislative act, Lessee as named herein is abolished or its functions absorbed into other state agency or agencies, Lessee may terminate this Lease without further liability to Lessor, with not less than one hundred twenty (120) days prior written notice to Lessor.~~

~~(c) If any of the foregoing occurs with respect to an agency/division occupying only a portion of the Premises, Lessee shall have the right to terminate as to that portion of the Premises.~~

~~(d) On termination of this Lease for non-appropriation, Lessee shall pay to Lessor any amount of the Improvement Costs not yet paid to Lessor, as part of the monthly rent, within 60 days of written notice.~~

33-34. MODIFICATION OF LEASE.

No modification of this Lease shall be effective unless agreed to in writing by the parties to this Lease. No modification of one provision of this Lease shall be considered a waiver, breach, or cancellation of any other provision of this Lease.

remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate to be effective as of the day and year above set forth, and any corporate signature is affixed hereto only pursuant to the board of directors or other governing body thereof.

LESSOR: PORT OF NEWPORT

By: _____
President

Date: _____

By: _____
Secretary/Treasurer

Date: _____

LESSEE: STATE OF OREGON, acting by and through its
Department of State Police

By: _____

Date: _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By: _____
Real Estate Services

Date: _____

#8957568v8



STAFF REPORT

DATE: 20 July 2018
RE: PD5 Final Engineering Contract
TO: Port of Newport Board of Commissioners
ISSUED BY: Aaron Bretz – Director of Operations

BACKGROUND

Beginning in May of 2011, the Port has been undertaking an effort to reengineer and replace the pier approach to Port Dock 5, which is one of the most heavily used access points in the marina. The overall compromise of the pilings supporting the pier was stated to be 52% in a Port of Newport inspection survey dated May of 2011. As a result of the deterioration, vehicle traffic to the pier has been restricted, which creates significant operational difficulties for the commercial fishermen particularly during times of fishing gear changes.

In 2016, \$25,000 was obligated from the capital improvement budget to commission an engineering firm to create the conceptual design for a new pier approach. Following a rigorous selection process, OBEC Consulting Engineers was awarded a contract for the conceptual design. They facilitated a workshop with representatives from the local commercial fishing fleet, the Port of Newport Commission, Port of Newport management, the commercial marina harbormaster, and other local stakeholders. The purpose of the workshop was for OBEC to become acquainted with the needs and wishes of all parties in the project scope, design, and operational planning.

In 2017, \$115,000 was obligated from the capital improvement budget to undertake 30% engineering, permitting, planning, and consulting to rebuild the pier. Staff worked throughout FY 2017-18 to move the planning along and identify potential problems/solutions. We spent \$60,886.65 in 17-18 to complete that phase of the work.

In 2018-19, \$86,625 was obligated from the capital improvement budget to complete final engineering. This was based on an estimate provided by OBEC in March that excluded improvements to the landing float and excluded work on the electrical conductors to compensate for the shorter pier structure. Those were problems that we identified in FY 2017-18. The most recent update to the scope and cost estimate for final engineering was completed this month, and is attached. In terms of time and cost, the overall project is still proceeding on time and slightly under-budget but the recent update to the FY 2018-19 scope makes the cost estimate for final engineering \$139,500, which is \$52,875 above this year's budget. We have budgeted for \$80,000 in contingency funds this year, so as the budget is written there are funds available. Bear in mind that we were about \$54,000 under-budget on the project last fiscal year, so this is not a project over-run, it is a budgeting discrepancy.

DETAIL

I have heard some concerns about getting input from ODFW early on to see if they have any concerns with the project as it moves ahead to prevent last minute objections that can be costly to address. We received written confirmation from them that they have been aware of the plans and have no objections at this time. In order to keep moving along as planned, it is time to contract for the final engineering.

The attached scope has been revised to capture changes and contingencies that arose during the first phases of the project and to prepare for future scenarios that may impact cost. **The total projected cost for the final engineering plans and consulting work is \$139,500.** This work adheres to the input that was given by PD5 stakeholders during the planning phase.

RECOMMENDATIONS

I recommend a motion to AUTHORIZE THE DIRECTOR OF OPERATIONS TO CONTRACT WITH OBEC FOR FINAL ENGINEERING OF THE PORT DOCK 5 PIER NOT TO EXCEED \$139,500.

Scope of Work

Task 1 - Project Management and Coordination - This task includes internal management of the project team, communications with the Port regarding the status of the project, and monthly invoicing and progress reports. The work will be concurrent with other tasks following notice to proceed. A detailed design schedule will be prepared upon notice to proceed (NTP). The effort for this task is based on an assumed design duration of four months.

Deliverables: Invoicing, Progress reports and project schedule.

Task 6 - Environmental Documentation and Permits

There are several tasks which may not be required by the regulatory agencies. We have marked those as Contingency Tasks and have kept their cost estimates separate. These Contingency Tasks will only be completed if required by the agencies and authorized by written agreement from the Port:

- *Marine Mammal Protection Act Documentation (CONTINGENCY)*
- *Archaeological and Historic Baseline Report (CONTINGENCY)*

General Task 6 Assumptions:

- Mitigation is not expected to be necessary because the project is 'self-mitigating' by a reduction in piles, stormwater treatment, and a minor reduction in dock length.
- Eelgrass is not present within the project area, and the resource agencies will not require an eelgrass field survey.
- The only local land use permit required is a Floodplain permit, and a 'no-rise' will not be required to obtain the floodplain permit.
- ESA documentation for USFWS trust species will not be required.
- A hydro-acoustic monitoring plan will not be required.
- The USACE will not require a hazardous materials/sediment evaluation assessment.

Task 6.5 - Marine Mammal Protection Act Documentation (CONTINGENCY)

OBEC will prepare one (1) Incidental Harassment Authorization ("IHA") report that documents potential impacts to marine mammal species and documents consistency of the Project design and construction with recommended avoidance and conservation measures for marine mammals. The IHA report will include:

- Site description
- Description of the proposed action
- Baseline environmental conditions
- Presence of marine mammal species and critical habitat in the Project area
- Description of marine mammal use and quality of habitat in the Project area
- Evaluation of potential impacts to marine mammal species and their critical habitat(s)
- Discussion of cumulative effects
- Discussion of interrelated and interdependent effects
- Avoidance, minimization, and conservation measures
- Determinations of effect(s)

It is assumed the Project will result in a Level A harassment determination requiring an IHA. If a Level B Harassment determination is made by NMFS, this will require a contract amendment.

Deliverable:

- Draft IHA report to Port per Task 1 Project Design Schedule.
- Final IHA report submitted with the JPA under Task 6.6.

Task 6.10 - Archaeological and Historic Baseline Report (CONTINGENCY)

The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms for cultural resource sites within the Area of Potential Effect (APE) and to make recommendations for further cultural/historic resource review.

OBEC will conduct a Literature Review for the APE. Consultant will examine the following data bases and/or documents:

- The State Historic Preservation Office (SHPO) database in Salem, OR;
- Appropriate Tribal Historic Preservation Office (THPO) database if APE is within a recognized reservation boundary;
- General Land Office (GLO) maps;
- Sanborn Fire Insurance Maps;
- Other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Field Reconnaissance must include a pedestrian survey. Consultant shall conduct pedestrian surveys within the APE and must include areas where ground will be disturbed by project construction.

Pedestrian survey methods must be consistent with the latest updated [SHPO guidelines](#). The recommended maximum spacing of transects will be 20 meters apart and may vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles must be identified and recorded. Field Reconnaissance must enable Consultant to identify areas of high and low probability for archaeological or historic resources and to determine the appropriate level of survey or subsurface exploratory probing.

Consultant shall prepare a Baseline Report that must contain the following:

- A purpose statement and full project description including:
 1. Location and legal description.
 2. General environmental description.
 3. Historic context.
 4. Proposed construction activities.
 5. Defined APE and APE map.
 6. Total acreage of impact.
- Results of SHPO/THPO database search including:
 1. Brief summary of previous archaeological research completed within one mile of APE.
 2. Brief summary of recorded archaeological features within one mile of APE.
- Results of GLO and Sanborn map review including:
 1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE.
- Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey.
- Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any.
- Identification of areas of high and low probability for archaeological resources within APE.
- Recommendations for appropriate level of additional survey and/or subsurface exploratory probing, if any.
- List of references cited.
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE.

Deliverables:

- Draft Baseline Report to Port for review per Task 1 Project Design Schedule.
Final Baseline Report to Port and SHPO 2 weeks following receipt of draft review comments

Task 7 - Final Design

OBEC will continue from the 30-percent design level, completing all analysis and detail design required to finalize the design work. Reyes Engineering will be joining the project team to provide electrical design under task 7.3.

- 7.1 Perform final design for dock replacement structure and new gangway.
- 7.2 Perform final design for modifications to the gangway landing float
- 7.3 Perform final design for electrical power and lighting
- 7.4 Prepare schematics for potable water, firewater, and fuel line replacement/upgrades
- 7.5 Perform final design for stormwater collection and disposal
- 7.6 Prepare design details for inclusion in the construction drawings.

Deliverable: Calculation package stamped by an engineer registered in the State of Oregon

Task 8 – Prepare Construction Drawings

The permit ACAD drawings will be expanded to full size and final design details will be incorporated to bring the drawings to 100-percent design completion level. These drawings will be suitable for building permit submittal and bidding purposes. We anticipate a total of twelve (12) full-size drawings including a cover sheet with a vicinity map and one sheet of general notes. The completed drawings will be submitted to the Port for review and comment. The Port's comments will be incorporated prior to issuing the drawings for the building permit and bidding. In accordance with OBEC's Quality Assurance program, senior level OBEC personnel will review the final design for integrity, fitness for purpose, and constructability.

Deliverable: ACAD construction drawings, both stamped by a professional engineer registered in the State of Oregon. OBEC will provide up to five (5) bound hard copy sets and an electronic (pdf) plan set.

Task 9 - Technical and Material Specifications

OBEC will prepare written specifications in the Construction Specifications Institute (CSI) Masterspec format. We anticipate the following specifications: Pile Material and Installation, Cast-in-place Concrete, Precast/Prestressed Concrete, Gangway Performance (Design/Build), Miscellaneous Steel, Utility Performance (Design/Build) for potable water, fuel, and firewater, Electrical and Lighting (by DKS), and Stormwater System. The Port will be responsible for preparing Division 1 contract documents. OBEC will incorporate the Port's Division 1 documents with the technical and material specifications to create a single package.

Deliverable: Specification package in Word document and pdf format. OBEC will provide up to five (5) bound hard copies.

Task 10: Building Permit Application

The construction drawings and calculations will be submitted to the City of Newport's Department of Community Development (City). OBEC will arrange for and attend a pre-application conference with the City to confirm all requirements are addressed in the first submittal. OBEC will coordinate and expedite the approval process. The proposed budget allows for one additional subsequent meeting with the City to address unknown complications that may arise.

Deliverable: Submittal and coordination for building permit approval

Task 11 Construction Support

This task is not included in the scope of work for this proposal. It is presented here as a place holder for consideration as the Port obtains funding for construction. The following items may be included in a scope of work for technical

support during construction:

1. Assistance with the bidding process
2. Engineering support during construction
3. Code required inspection/observation by the engineer of record
4. Construction Management and/or Port's representative
5. Third Party Inspection and Testing
6. Project closeout/As-Builts
7. Per diem and mileage expenses

OBEC will be happy to provide a detailed fee estimate for this work at the Port's request. For the Port's budgeting purposes, we recommended an allowance of \$100,000 for construction support if all the above tasks are required.

Assumptions and Clarifications

- No vessels are to be moored to the new Port Dock 5 fixed structure.
- The proposed surveying budget assumes a benchmark will be available within one-half (0.50) mile of Port Dock 5. It is further assumed that no survey monument exists within and will be disturbed by construction activities.
- OBEC will not recover existing survey monuments or retrace any easements or right-of-way lines as part of this work.
- The survey and all drafting will be completed using ACAD software.
- It is assumed no Yaquina Bay hydraulic studies will be required for this project.
- Building permit fees are dependent on the value of construction. Permit fees are not included in the proposed budget.
- Electrical and plumbing permits will be obtained by the contractor. No allowance is included in the proposed budgets for these permit applications or fees.
- It is assumed all utility replacements/upgrades/modifications other than electrical and stormwater will be performed utilizing a design/build approach. This includes fuel lines, firewater, and potable water. No allowance is included here for the design of these utilities. OBEC will show the utilities schematically on the drawings and provide specifications for each utility. The general contractor will engage subcontractors to design and install fuel lines, firewater, and potable water utility modifications or replacements.
- The Port will be responsible for obtaining City permission to perform utility tie-in work under the boardwalk.
- The northerly project boundary is the intersection of the north end of the 20 foot wide finger pier with the wider boardwalk owned by the City of Newport. The southerly project boundary is the end of the 80 foot gangway where it lands on the existing main marina float.

The Port wishes to proceed with Task 1 and Tasks 7 through 10 to complete final design of the Port Dock 5 replacement. The estimated fee NTE is \$139,500. These fees will not be exceeded without prior written authorization from the Port. Any changes to the scope of work, whether requested by Port or due to other circumstances will be documented in writing and promptly communicated to Port.

	Port of Newport	600 S. E. BAY BOULEVARD, NEWPORT, OREGON 97365 PHONE (541) 265-7758 FAX (541) 265-4235 www.portofnewport.com		
	MEMBERSHIP LIAISONS – CONTACT LIST	No Fee Paid in FY 2017-2018		
	Organization	Fee	Liaison(s)	Contact Information
1	AMERICAN ALBACORE FISHING ASSOCIATION	\$200.00	Aaron Bretz	Americanalbacore.com, 619-941-2307, 4364 Bonita Rd Box 311, Bonita CA 91902
2	ASSOCIATION OF PACIFIC PORTS (APP)	\$1,375.00	Aaron Bretz	app@pacificports.org, www.pacificports.org, 503-653-5868, PO Box 903, Clackamas OR 97015-0903
3	CASCADE WEST AREA COMMISSION ON TRANSPORTATION ¹	\$0.00	Patricia Patrick-Joling; Aaron Bretz (alt); alternate may be Staff	Phil Warnock, Transportation Program Manager, pwarnock@ocwcog.org (541) 924-8474 1400 Queen Ave. SE, Suite 205 Albany, OR 97322
4	CASCADE WEST COUNCIL OF GOVERNMENTS ¹	\$3,464.66	must be elected: Patricia Patrick-Joling; _____(alt)	Charlie Mitchell, Community & Economic Development Director, cmitchell@ocwcog.org, (541) 924-8458 1400 Queen Ave. SE, Suite 205 Albany, OR 97322
5	CASCADE WEST ECONOMIC DEVELOPMENT DISTRICT ¹	\$0.00	Aaron Bretz	Phil Warnock, Transportation Program Manager, pwarnock@ocwcog.org (541) 924-8474, 1400 Queen Ave. SE, Suite 205 Albany, OR 97322
6	COASTAL MARINE EXPERIMENT STATION (COMES) ¹	\$0.00	Stewart Lamerdin	Gil Sylvia, Director, Coastal Oregon Marine Experiment Station, gil.sylvia@oregonstate.edu, 541-867-0284, 2030 SE Marine Science Drive, Newport, Oregon, 97365.
7	DAS OPS ORCPP, Procurement Services	\$500.00	Aaron Bretz; Steve Larrabee	Phone: 503-378-4642, egs.pscustomer@oregon.gov.state, 1225 Ferry St SE, Salem, OR 97301
8	DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES MARINE ADVISORY COMMITTEE (DOGAMI) ⁵	\$0.00	Walter Chuck	Administrative Offices, 800 NE Oregon Street, Suite 965 map/directions, Portland, OR 97232, Phone: (971) 673-1555; Newport Field Office: Allan, Jonathan, Ph.D (staff profile), Coastal Geomorphologist, Geologic Survey and Services Program, jonathan.allan@oregon.gov, (541) 574-6658, Newport Field Office 313 SW 2nd, Suite D, Newport OR 97365
9	ECONOMIC DEVELOPMENT ALLIANCE OF LINCOLN COUNTY (EDALC) ¹	\$100.00	Aaron Bretz	Caroline Bauman, Executive Director, ecdev@orcoast.com, 541-961-3837, 541-265-4544, (M) 541-961-3837
10	FISHERMEN INVOLVED IN NATURAL ENERGY FOR LINCOLN COUNTY (FINE) ³		Walter Chuck	Lincoln County Courthouse, 225 West Olive Street, Newport, Oregon 97365, (541) 265-6611

¹ paid/mandated membership⁴ paid professional organization² must be elected Commissioner⁵ personal or non-port related board membership³ community organization (no vote or membership⁶ paid via SDAO membership

	Organization	Fee	Liaison(s)	Contact Information
11	GREATER NEWPORT CHAMBER OF COMMERCE (NCOC) ¹	\$305.00	Aaron Bretz	Lorna Davis, Greater Newport Chamber of Commerce Executive Director, lorna@newportchamber.com, 541-265-8801, (M) 541-270-1810
12	MID COAST WATERSHED COUNCIL	\$245.00	Stewart Lamerdin	23 Oregon Coast Hwy, Newport, OR 97365 Phone: (541) 265-9195
13	NORTH AMERICA OCEAN OBSERVING (NANOOS) ¹	\$0.00	Kevin Greenwood	Dr. Jan Newton, Executive Director & Principal Oceanographer, newton@apl.washington.edu, (206) 543-9152, Applied Physics Laboratory, University of Washington, 1013 NE 40th St., Seattle, WA 98105-6698
14	NORTHWEST NATIONAL MARINE RENEWABLE ENERGY CENTER ADVISORY COMMITTEE (NNMREC) ⁵	\$0.00	Walter Chuck	Belinda Batten, Director, Belinda.Batten@oregonstate.edu, 541-737-9492, (M) 541-231-3981, NNMREC (OSU), 350 Batcheller Hall, Corvallis, OR, USA 97331
15	OCEAN POLICY ADVISORY COUNCIL (OPAC) ⁵	\$0.00	Walter Chuck	Andy Lanier, andy.lanier@state.or.us, 503-934-0072, 635 Capitol St. NE, Suite 150 Salem 97301-2540
16	OREGON COASTAL ZONE MANAGEMENT ASSOCIATION (OCZMA) ^{1 & 2}	\$800.00	Walter Chuck; Aaron Bretz (alt.) alternate may be Staff	Onno Husing, ohusing@co.lincoln.or.us, (541) 265-4779 OCZMA P.O. Box 1033; 313 SW 2nd, Suite C, Newport, Oregon 97365 Telephone: 541-265-8918; 541-265-6651 Fax: 541-265-5241
17	OREGON DEPARTMENT OF FISH AND WILDLIFE SPORTFISH ADVISORY COMMITTEE (ODFW) ⁵	\$0.00	Walter Chuck	2040 SE Marine Science Dr, Newport, OR 97365, (541) 867-4741 635 Capitol St. NE, Suite 150 Salem 97301-2540
18	OREGON ECONOMIC DEVELOPMENT ASSOCIATION (OEDA)	\$250.00	Aaron Bretz	867 Liberty Street NE, Salem, OR 97301, info@oeda.biz, 503-597-0094
19	OREGON PUBLIC PORTS AUTHORITY (OPPA) ^{1 & 6}	\$0.00	Aaron Bretz	Mark Landauer, Executive Director, mlandauer@sdao.com , mark@oregonports.com , (800) 285-5461, (M) (503) 896-2338
20	PACIFIC COAST CONGRESS OF HARBORMASTERS AND PORT MANAGERS (PCCHPM) ⁴	\$285.00	Kent Gibson	Cheryl and Cliff Maynard, info@pccharbormasters.org, 800-236-0748, Cliff mailto:clmaynard2@msn.com, (M) (360) 239-7580, Cheryl 360.239.3805, 120 State Avenue PMB 231 Olympia, WA 98501
21	PACIFIC NORTHWEST WATERWAYS ASSOCIATION (PNWA) ¹	\$7,610.00	Aaron Bretz; Walter Chuck (alt.)	Heather Stebbings, heather.stebbing@pnwa.net, (W) (503) 234-8553 (M) (503) 307-3776

¹ paid/mandated membership² must be elected Commissioner³ community organization (no vote or membership)⁴ paid professional organization⁵ personal or non-port related board membership⁶ paid via SDAO membership

	Organization	Fee	Liaison(s)	Contact Information
22	SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) ¹	\$10,791.52	Aaron Bretz	Bill Anderson, Senior Consultant, anderswl@centurytel.net, (M) (503) 349-6406; Mark Landauer, Government Affairs Department, mlandauer@sdao.com, mark@oregonports.com, (800) 285-5461, (M) (503) 896-2338
23	WESTERN FISHBOAT OWNERS ASSOCIATION	\$100.00	Aaron Bretz	Pacificalbacore.com, 530-229-1097, PO Box 992723, Redding, CA 96099
24	YAQUINA BAY ECONOMIC FOUNDATION (YBEF) ¹	\$300.00	Aaron Bretz; Commissioner (alt)	Lorna Davis, Greater Newport Chamber of Commerce Executive Director, lorna@newportchamber.com. 541-265-8801, (M) 541-270-1810
25	YAQUINA BAY OCEAN OBSERVING INITIATIVE (YBOOI) ¹	\$0.00	Aaron Bretz, Stewart Lamerdin	Caroline Bauman, Co-Chair, ecdev@orcoast.com, 541-961-3837, 541-265-4544, (M) 541-961-3837; John Lavrakas, Co-Chair, jlavrakas@oregonarc.com, 541-265-9690

¹ paid/mandated membership

² must be elected Commissioner

³ community organization (no vote or membership)

⁴ paid professional organization

⁵ personal or non-port related board membership

⁶ paid via SDAO membership

**Employment Contract
Between
PORT OF NEWPORT
and
Teri Dresler**

This agreement effective the [DATE], 2018 by and between the Port of Newport, hereinafter referred to as “Port,” and Teri Dresler, hereinafter referred to as “Interim General Manager” or “IGM.”

Port hereby employs Teri Dresler as Interim General Manager, and Teri Dresler hereby accepts said employment on the following terms and conditions.

Duties and Responsibilities:

Teri Dresler shall be the Interim General Manager. As such, the IGM shall have the primary responsibility as General Manager (“GM”) of the Port. The IGM shall more specifically:

1. Lead the Port in its efforts to implement the goals and strategies outlined in its Strategic Business Plan, and envision and accomplish sound business initiatives.
2. Implement marketing and outreach programs and represent the Commission in relationships with customers, local, state and federal officials, and the community.
3. Implement and maintain positive relationships with community resources, other critical users of Yaquina Bay, nearby Ports, and the media.
4. Oversee all appointments, disciplinary actions, terminations and other personnel management actions for Port employees, except for key management positions.
5. Participate in the recruitment and hiring process of key management positions at the Port.
6. Coordinate the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.
7. Provide the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.
8. Oversee preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.
9. Provide leadership, direction and training to Port staff, always seeking to improve the overall efficiency, effectiveness and public perception of Port operations and personnel, and constantly striving to maximize staff’s potential as individuals and as a team.
10. Regularly review Port departmental policies and procedures, and revise when appropriate, in consultation with the Port Commission.

11. Supervise and coordinate negotiation of rental/lease agreements, collective bargaining agreements, and other related business transactions.
12. Oversee the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attends all meetings unless excused by the Commission.
13. Assist the Commission in developing and maintaining communication with the Commission's constituency.
14. Perform other duties and responsibilities as assigned by the Commission.

Termination of Employment Contract:

1. *Termination upon the hiring of a GM.* Upon the hiring of a GM, the Port will provide at least two (2) weeks' notice in writing to the IGM, after which this employment contract is terminated. During the transition of the GM, IGM shall ensure a successful transition.
2. *Termination without IGM's concurrence but not for cause.* In the event the Port intends to terminate this Employment Contract prior to the hiring of a GM without the IGM's concurrence, the Port will provide at least two (2) weeks' notice in writing to the IGM.
3. *Termination with IGM's concurrence.* In the event the Port intends to act to terminate this employment contract prior to the hiring of a GM with the IGM's concurrence, this contract may be terminated at an agreed date at the sole discretion of the Board of Commissioners.
4. *Termination at the request of the IGM.* In the event the IGM intends to act to terminate this employment contract prior to the hiring of a GM, IGM will give the Port no less than sixty (60) days written notice.
5. *Termination for cause.* In the event of termination for cause, this employment contract may be terminated immediately at the sole discretion of the Board of Commissioners.

Salary and Benefits:

1. The IGM shall be paid at the yearly rate of **[RATE]** during the term of IGM's tenure.
2. Normal working hours are Monday through Friday, from 8:00 am to 5:00 pm. Position will require attendance at Regular Monthly Commission Meetings, some early morning staff meetings, evening hours, and occasionally on weekends. The IGM shall be allowed to establish an appropriate work schedule that meets the Port's needs consistent with the IGM's duties.
3. The IGM's employment by the Port is Fair Labor Standards Act ("FSLA") exempt, and not eligible for overtime.
4. The IGM shall accrue ongoing paid time off (PTO) at the same rate accorded to other full-time Port employees. The IGM shall accrue PTO during the first full calendar month of service, but they shall not be able to use PTO for the first full calendar month of service.

Professional Liability:

1. The Port shall, subject to Oregon law and insurance carrier rules and policy limitations, hold harmless and indemnify the IGM from any and all demands, claims, suits, and legal proceedings brought against the IGM in the IGM's individual capacity or in the IGM's capacity as agent and employee of the Port.
2. In no case shall individuals be considered personally liable for indemnifying the IGM against such demands, claims, suits, actions and legal proceedings.

Entirety of the Agreement:

1. This contract constitutes the entire agreement between the parties, integrates all the terms and conditions included herein, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Breach of Agreement:

1. Failure by the IGM to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract immediately.

Applicable Law:

1. This agreement is subject to all applicable laws of the State of Oregon.

Savings Clause:

1. If, during the term of this Employment Contract, it is found that a specific clause of the contract or a portion thereof is illegal under federal or state law, the remainder of the contract not affected by such law shall remain in full force.

Modification:

1. The parties may, during the term of this agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

In Witness whereof, the Port pursuant to the authority of its Board of Commissioners, has caused two originals of this agreement to be signed in the name of the Port by the Port Commission President, and the Port of Newport Commission President has hereunto affixed his hand on the _____ day of [DATE].

Teri Dresler, Interim General Manager

[NAME], President
Port of Newport Board of Commissioners



FINANCE DEPARTMENT MONTHLY REPORT

DATE: July 24, 2018
PERIOD: May 2018 to June 2018
TO: Port of Newport Board of Commissioners
ISSUED BY: Mark Harris, Accounting Supervisor

May 2018 Financial Reports

Financial reports as of May 31, 2018 have been included. Overall, year-to-date increases in operating revenues held steady at nearly 8% over year-to-date figures for May 2017. Year-to-date operating expenses increased by 7%.

FY 2017-18 Projected Year-end Figures

An updated “look ahead” at our fiscal year-end 2017-18 figures in the General Operating Fund (GOF) shows the following conservative projections:

- Operating revenues will likely exceed the year’s budget by \$225,000.
- Operating expenses will likely come in nearly \$200,000 under budget.
- Non-operating revenue and expense totals are projected to remain under budget.
- The GOF will likely see a budget basis net income for the year of nearly \$225,000 - a 27% increase over the prior year. This is a result of increased revenues; no increase in personnel services expense due to the absence of both a General Manager and Director of Finance for the majority of the year; and a significant decrease in capital outlay expense from the prior fiscal year.

2017-18 revenue and expense totals in the NOAA fund are projected to come in under budget resulting in a budget basis net income for FY 2017-18 of nearly \$150,000.

Facility Maintenance Reserve Fund, Construction Fund, and Bonded Debt Fund year-end balances are all projected remain at or under budget.

June 2018 Financial Reports

The Finance Department continues to work to get caught up on monthly accounting tasks and reporting, to begin the year-end close, to setup records for the new fiscal year, and begin to prepare for the upcoming audit. Financial reports for June should be available at the next regular commission meeting in August.

Debt Service Payment

The first semi-annual debt service payment in FY 2018-19 on the Port's Revenue Bond (Series 2010) of \$1,481,767 was paid on July 18, 2018 from appropriations in the NOAA Fund. This was a principal and interest payment due on July 31, 2018.

A review of all debt service payments budgeted and due in fiscal year 2017-18 has been conducted. All debt service payments were made for the correct amounts by their respective due dates.

Claim of Possessory Lien

A claim of possessory lien was placed on the vessel Mariner III on July 12, 2018 in the amount of \$8,373.77 which includes past due moorage, charges for services and storage resulting from the June incident reported at the last regular commission meeting, late fees, and an impound fee. The foreclosure sale by public auction is set for September 12, 2018.

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DIRECTOR OF OPERATIONS REPORT

DATE: 20 July 2018
PERIOD: June 2018 – July 2018
TO: Port of Newport Commission
ISSUED BY: Aaron Bretz

OVERVIEW:

Tuna is coming across the dock in the Commercial Marina and there have been limited landings of halibut. South Beach is very busy this year; occupancy is up. The terminal had one research vessel call for a couple days, and has had a number of fishing vessels come through. We've been doing some much needed property maintenance in the lot adjacent to the Terminal building and along the drainage ditch at the base of the hill behind the shop as well. I was directed by the Port Commission at the last meeting to meet with the Commercial Fishing User Group to get feedback on rates in sections 1, 2, and 3 of the rates resolution prior to this month's meeting. Providing substantive input for that feedback in the time allotted was challenging, but I was able to put together a presentation for the Group regarding costs associated with those sections of the rate sheet. My main focus this month was getting feedback from the CFUG, getting the scope and cost estimates completed for the final engineering of the PD5 pier, and starting scopes for the Rogue Seawall evaluation and the PD7 work that was approved in the budget. We have initiated the seizure process for the P/C MARINER III. I also took 4 days of PTO and went out of town for the week of the 16th until Friday the 20th.

DETAIL:

No new costs have been incurred toward disposal of MARINER III other than dry moorage fees at the Port of Toledo. We must await the seizure process timeline to do anything with the boat; after September 12th, we should be able to determine final disposition.

The Port is still maintaining a 1200Z stormwater permit for our 9 acres at McLean Point (referred to as the Newport International Terminal Shipping Facility). To clarify, this permit is NOT associated with the previously existing permit for the NIT pier. This type of permit is designed for stormwater collection and reporting at industrial sites. For the past two years, we have requested variances from reporting requirements because of a lack of industrial activity at the site. With no industrial activity there in the past years and none that I know of planned at the site in the near future, I intend to contact DEQ to cancel the permit. If plans at the Port change any time soon, the process for securing a 1200Z is fairly short and simple. We still have a 1200C permit for that same site, which is designed for stormwater management of construction sites. The reason for cancelling the 1200Z is that we must comply with DEQ requirements listed in the permit. It is not proper for us to continually request variances simply to keep a permit open that we are not using.

After having spent a significant time scouring through the rates in Sections 1, 2, and 3 of the rates resolution, I have come closer to identifying the costs associated with each rate, and I've gained a better working understanding of the rates. I had previously recommended that we not adjust the tariff rates found in Section 3 (other than the exempt vessels), but I now believe that we can adjust the tariff rates with the intent of contracting that work out. I intend to have clear recommendations for the rates resolution by the end of the meeting.

those increases and an update on labor rates in the tariff by the August meeting.

We used MILDRED C to remove a broken piling from 7E to reduce the chances of the piling falling and causing further damage or injury.

We are working on the RFQ for maintenance dredging at NOAA this winter, and should have that posted in the next week or two. The dredge prism remains the same for the job, so permitting is not complex.

A special thanks to Scout Troop 7233, who came from Albany to help clean up South Beach after the 4th of July!

International Terminal – Don Moon, Terminal Supervisor

Billable Services Performed this Period (May)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Forklift –62.75 Hrs | <input checked="" type="checkbox"/> Moorage –102 Days |
| <input checked="" type="checkbox"/> 30 Ton Hydraulic Crane –46.5 Hrs | <input checked="" type="checkbox"/> Hoist Dock Tie Up – 122 Hrs |
| <input checked="" type="checkbox"/> Labor – 86.25 Hrs | <input checked="" type="checkbox"/> 120V power – 4 Days |
| <input checked="" type="checkbox"/> Other (Net Work) – 15 Days | <input checked="" type="checkbox"/> 208V power – 80 Days |

Special Projects:

- Completed In Progress paint parking curbs.
- Completed In Progress setting up parking area for distant water fleet
- Completed In Progress clean-up of Hall property in progress
- Completed In Progress Paint rusty parts on crane

Commercial Marina – Kent Gibson Harbormaster

Billable Services Performed this Period:

- | | |
|---|--|
| <input type="checkbox"/> Forklift – 164Hrs | <input type="checkbox"/> Hoist Dock Crane(s) – 21.5Hrs |
| <input type="checkbox"/> 30 Ton Hydraulic Crane - Enter #.Hrs | <input type="checkbox"/> Dock Tie Up – 309Hrs |

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

- Completed InProgress
Installed 5' extension and handle on hoist #4 to make more user friendly. Good feedback from the users already.

Completed InProgress

Road and Driveway repaired 2 small asphalt areas on the hoist dock.

Other:

Removed broken piling from Dock 7E. Rods and hardware came in for Dock 3 and 5 work.

Special Projects:

Completed In Progress NOAA Room 111 Door. Lincoln Glass installed the door. Just touch-up and approval of installation to go.

Completed In Progress Survey of the Eel Grass mitigation area was conducted Friday July 13th through Sunday July 15th 2018. Much thanks to volunteers Becca and Mark from our accounting department and to the staff from Pacific Habitat Services. We will be waiting for the report.

Other:

Vessels Using the Facility Since My Last Report – NOAA vessels Bell M. Shimada, Rainier, Reuben Lasker, OSP Guardian, R/V Roger Reville, USACOE Dredge Yaquina.

For 2018, over 600 passengers have crossed the bar on vessels using the NOAA wharf.

Office Occupancy Admin Building – 65 Work Stations Total, 47 Occupied
Warehouse Bldg. – 23 Work Stations Total, 11 Occupied
Occupancy Rate – 66%

Had the carpets cleaned throughout the office building.

Had the fascia, gutters, and windows cleaned on the warehouse, office and guard shack.

South Beach Report Unavailable as of 20 JUL Due to Family Emergency

Volunteer Work Crews- The Mates

- Assisted OSU Extension Office with Shop at the Dock
- Set up Port of Newport Information Booth during Shop at the Dock



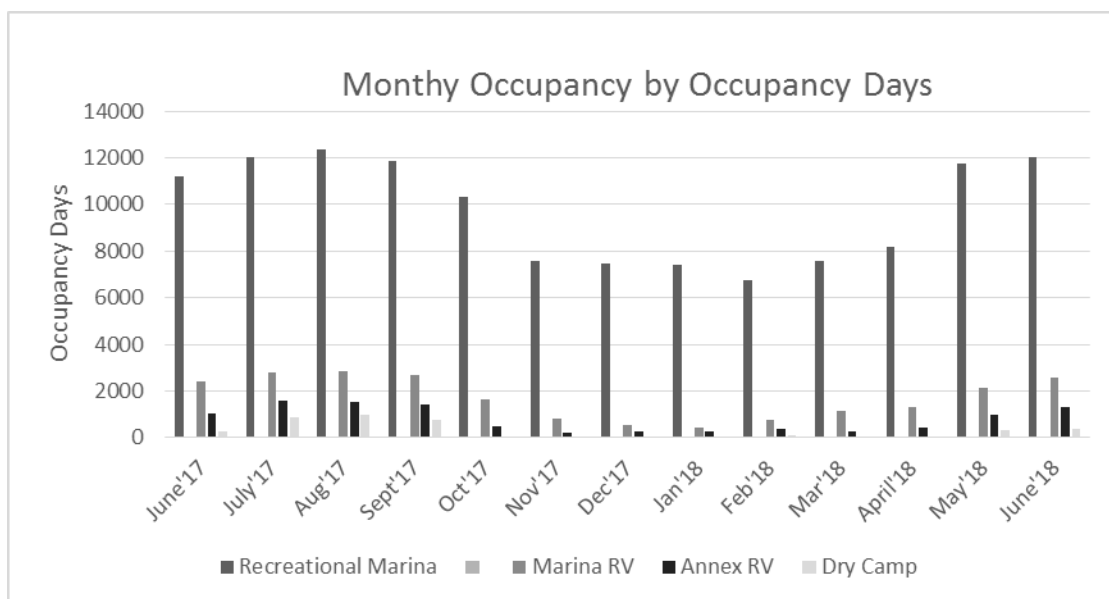
RV PARK & RECREATIONAL MARINA OCCUPANCY REPORT

DATE: 9 June 2018
RE: Month Ending 30 June 2018
TO: Aaron Bretz, Director of Operations
ISSUED BY: Bill Hewitt, RV Park Supervisor

The South Beach Facility is currently having its busiest season ever, and June numbers continue to add to that trend. The Recreational Marina, Marina RV, Annex RV and Dry Camping were all ahead of June 2017 numbers. Year to date numbers for all four categories are ahead of this time period from last year. Practically all weekend spots with hookups are sold out to the end of September with only a few Annex sites remaining. The staff is keeping busy selling the few remaining dates that still exist, mostly just one or two weekday spots and dry camping. The South Beach operations is experiencing its busiest season ever in all categories.

OCCUPANCY DAYS MONTH & YTD

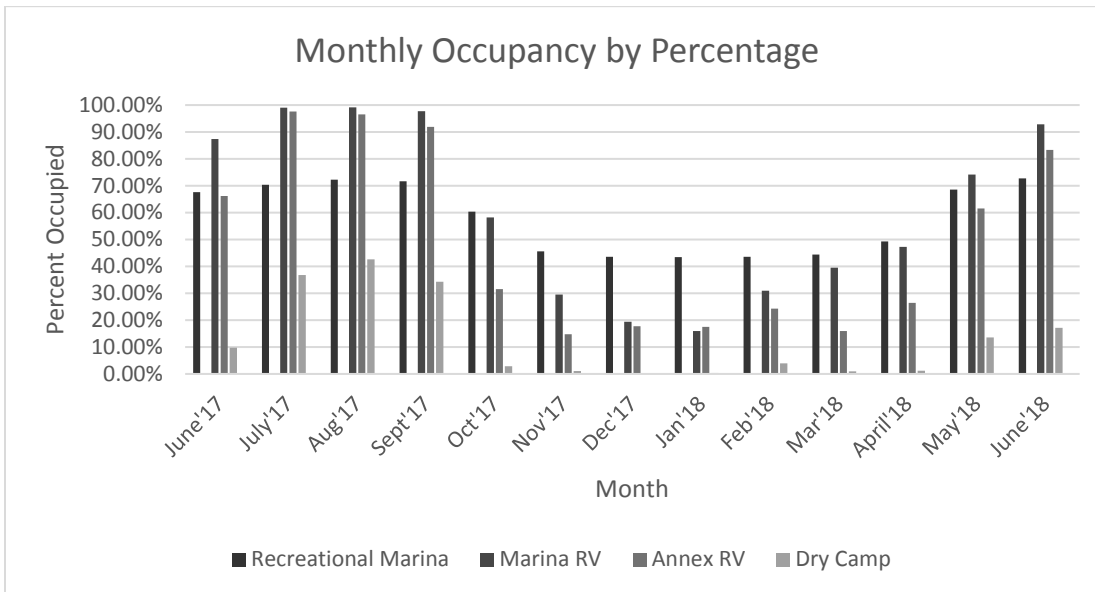
June' 2018	2017	2018	Change	YTD2017	YTD2018	Change
Recreational Marina	11155	12043	7.96%	51687	53708	3.91%
Marina RV	2411	2564	6.35%	7266	8349	14.91%
Annex RV	1032	1300	25.97%	3144	3598	14.44%
Dry Camp	250	385	54.00%	703	841	19.63%





OCCUPANCY PERCENT MONTH & YTD

June'18	2017	2018	Change	YTD2017	YTD2018	Change
Recreational Marina	67.36%	72.72%	5.36%	51.73%	53.77%	2.04%
Marina RV	87.35%	92.90%	5.55%	43.63%	50.13%	6.50%
Annex RV	66.15%	83.33%	17.18%	33.40%	38.22%	4.82%
Dry Camp	11.11%	17.11%	6.00%	5.17%	6.19%	1.02%



Port of Newport Rates

Aaron Bretz, Director of Operations

20Jul2018

Purpose

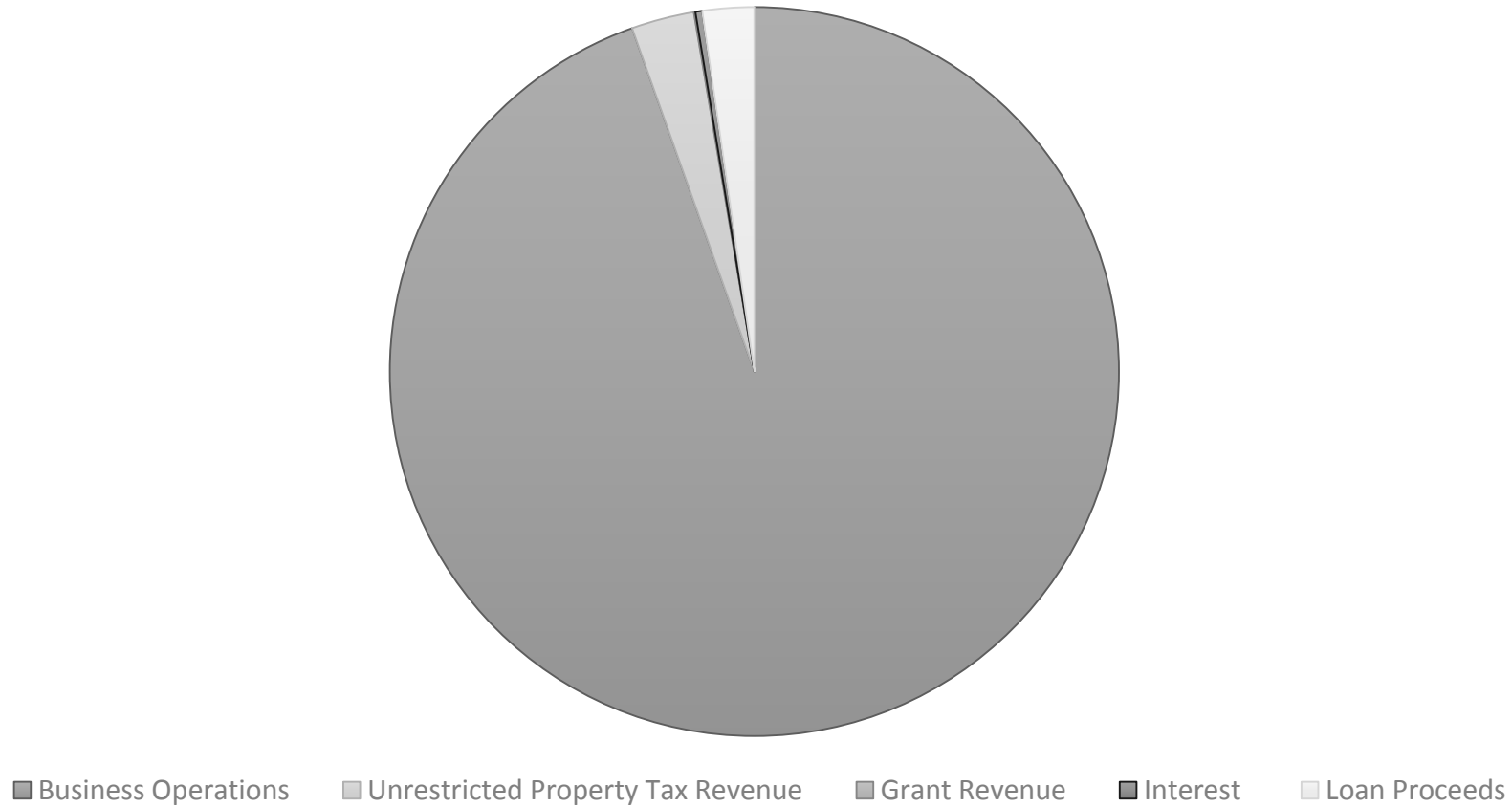
- Identify the importance of successful business operations of the Port
- Identify potential targets for different general revenue sources
- Make determinations on maintenance and/or replacement of assets
- Identify users of the Port
- Identify their use of the Port
- Identify the costs associated with rates
- Make recommendations
 - Could be on rates themselves or rate structure
 - Anything in between or outside

Role of the Commercial Fishing User Group

- Scrutinize my figures
- Help me understand impacts to the fishing industry and Port users
- Help identify use of the Port that is currently unfunded
- Help generate solutions that may not already be identified
- Brainstorm
- This is a work in progress; I will make changes as we go where necessary

Sources of Revenue to the Port

2017-18 General Operating Fund Revenue by Source



General Operating Fund Revenue

LC Prop Tax Revenue Analysis 6-29-18.pdf - Adobe Acrobat Reader DC

Home Tools LC Prop Tax Revenu... x Sign In

Port of Newport
Lincoln County Property Tax Revenue

By Fund	FY 2017-18 *	FY 2016-17
General Operating Fund		
Unrestricted Property Tax Revenue (Permanent Rate Levy - \$0.0609/\$1,000 AV)	\$ 106,450	\$ 103,548
Gross Revenue	\$ 3,867,013	\$ 3,634,430
% of Revenue	2.8%	2.8%
Bonded Debt Fund		
Restricted Property Tax Revenue (Levy for G.O. Bond Debt Service)	\$ 977,916	\$ 982,381
Gross Revenue	\$ 980,116	\$ 983,812
% of Revenue	99.8%	99.9%

* Projected as of 6/29/18.

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4:02 PM
7/9/2018

Why Not Bond Revenue?

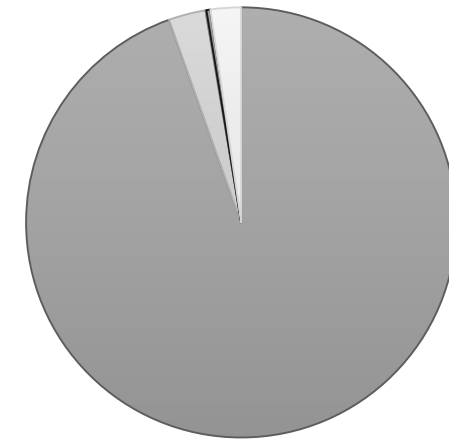
- Otherwise known as Restricted Property Tax Revenue
- FY 2017-18 approximately \$980,116
- 99.8% went to debt service in the approximate amount \$977,916
- Remaining 0.2% was interest and cannot be used for operating funds

Funding Maintenance and Replacement

Conclusions

- In order for the Port to be a viable entity, it must perform well in Business Operations
- It's generally understood that certain activities will not be able to fund their own maintenance and replacement; this is why grants are so important

2017-18 GOF Revenue



- Business Operations
- Unrestricted Property Tax Revenue
- Grant Revenue
- Interest
- Loan Proceeds

Why We Charge

- Maintenance
- Replacement
- Labor
- To make additional revenue that will fund future projects and endeavors
- To discourage different types of behavior (with elevated rates and penalties)
- To encourage different types of behavior (with discounts)

There has to be a mechanism in place to capture the charge in order for it to be effective

Section 1.A. Forklifts

Small Forklifts

- Replacement Cost \$50,000 given 10 year lifespan (5,000 service hours)
 - \$10 per service hour
 - Cost of propane per hour \$1.56
 - Annual Maintenance \$262
 - \$0.52 per service hour*
 - TOTAL Cost per service hour \$12.08
- *Excludes tires

2018-19 rate \$12.75 per hour
The minimum charge was changed from 45 minutes to 1 hour

Large Forklift

- Replacement Cost \$67,893 given 10 year lifespan (5,000 service hours)
 - \$13.58 per service hour
 - Cost of diesel per hour \$7.63
 - Annual Maintenance \$668
 - \$1.34 per service hour*
 - TOTAL Cost per service hour \$22.55
 - NIT Hyster is brand new, large Hyster is 3 years from replacement
- *Excludes tires

2018-19 rate \$32.00 per hour
The minimum charge was changed from 45 minutes to 1 hour

Section 1.B. Hoist Docks

(Including use of hoist, increases after 3 hours)



Section 1.B. Hoist Docks

(Including use of hoists, increases after 3 hours)

Replacement Cost of Pier

- Pier Structure (pilings, surface, etc.) \$2M
- Upland Surface Area \$73,200
- Annual Maintenance \$5,000
- Service life 35 year
 - Cost to replace at 35 years, \$3.5M, cost to operate and replace \$3.7M
 - Breaks down to cost of \$105,714 a year

*Does not include removal of old material if necessary

**Structured with a higher rate to incentivize expeditious use

2018-19 rate \$41 an hour, after 3 hours \$49

Replacement Cost of Hoist

- Swing hoist with a simple boom and hydraulic winch \$24,000
- Annual maintenance \$1,000
- Service life 15 years
 - Cost to replace at 15 years \$31,200, cost to operate and replace \$46,200
 - Breaks down to a cost of \$3,080 a year



Section 1.B. Hoist Docks

- \$105,714 annual maintenance and replacement of pier
- \$3,080 annual maintenance and replacement of swing hoist (X2) = \$6,160
- \$111,874 annual maintenance and replacement of swing hoists and pier

Section 1.C. Hoist Dock Cranes

Maintenance & Replacement Cost of Crane

- Hydraulic crane with telescopic boom, 20' reach 5,000 lb capacity
- Replacement cost \$125,000
- 20 year lifespan
- Annual maintenance \$1,800
- Maintenance and Replacement cost at 20 years \$211,000
- Service hours for both cranes approximately 214 hours last FY
- Annual cost \$10,550 (\$49 an hour)
- Estimated revenue for FY17-18 \$9,000

2018-19 Rate \$44 an hour



Section 1.D. Swede's Dock

Maintenance and Replacement Cost of Dock

- 3,337 square feet of dock
- Replacement Cost \$1M
 - \$607,860 for 3,337 square feet of floats
 - \$220,000 for 22 pilings
 - \$173,000 for electrical and plumbing infrastructure/setup and installation charges
- 30 year lifespan
- Annual maintenance cost \$1,100
- Maintenance and Replacement cost at 30 years \$1.6M
 - Target is \$53,333 annual revenue to meet that mark
 - FY 2018-19 revenue was approx. \$13,539



2018-19 Rate, \$1.04 per LF per day (double transient rate)

*This rate is intended not only to pay maintenance and replacement, but incentive to turn over occupants

Section 1.E. City Water

- Monthly Fixed Cost (Port-wide)
 - 31 Water meters ranging in size from .75" to 4"
 - Total monthly stormwater utility fee \$266.00
 - Total monthly sewer flat rate \$740.90
 - Total monthly infrastructure fee \$951.75
 - Total monthly fixed cost \$1692.65
 - Variable Cost Breakdown
 - 17 Water meters less than 2" in size
 - \$21.80 - \$41.10 for the first 1,000 gallons, \$4 for each 1,000 gallons thereafter
 - 13 Water meters 2" in size
 - \$75.50 for the first 1,000 gallons, \$4 for each 1,000 gallons thereafter
 - 1 Water meter 4" in size
 - \$187.35 for the first 1,000 gallons, \$4 for each 1,000 gallons thereafter
- 2018-19 rate \$2.40

Section 1.F. Fuel Surcharge (NIT only)

- What cost is associated with fueling evolutions?
 - Maintenance on the facility
 - The cost of risk (the unknown future spill or environmental event)
 - Who bears that risk?

These are my observations regarding the surcharge:

- To keep this surcharge in effect, the Port needs to identify the use of the funds
- Most reasonable use of surcharge revenue would be to pay for staging of environmental response equipment or booming of vessels engaged in fueling operations
 - Staging should be for quick response to fill the gap of time it takes NWFF to respond from Philomath
 - Carson Oil does maintain some equipment for response already
 - Maintenance draw on the facility should not be restricted to only fuel trucks; all commercial traffic on Port property should pay some sort of maintenance fee
- Annual revenue on this billing item is around \$12,000

2018-19 Rate is \$0.034 per gallon

Section 1.G. Electricity

- PUD Costs

- Service availability charge \$29.48 per meter (42 meters total Port-wide)
 - \$1,238.16 Monthly
- Newport franchise fee (works out to be about a dollar or two each meter)
- Schedule 190 energy charge \$0.0751 per kWh

2018-19 Rates

208/220v single phase and 208v 3 phase.....	\$16.75 per day
120v NIT.....	\$7.25 per day
Hoist Dock 110v pumps.....	\$7.25 per day
Hoist Dock lot, trucks.....	\$12.75 per day

Section 1.H. Hydraulic Crane

Maintenance and Replacement Costs of the Crane

- Replacement cost given 20 year lifespan (6,000 service hours) \$357,500
 - \$59.58 per service hour
- Cost of diesel per hour \$10.35
- Annual Maintenance \$5,200
 - \$17.93 per service hour
- TOTAL Cost per service hour \$77.51*

* Does NOT include FVM figures over lifespan

Neither labor nor crane cost includes training for operators

2018-19 Rate \$146 per hour



Section 1.I. Personnel Lift

- The Port does not currently own an aerial work platform or a proper lifting basket
- Is the rental arrangement working for the Terminal users?

2018-19 Rate is local rental cost +5% administrative fee

Section 1.J. Pump/Line Service

- Labor included for one employee
- Sub-pump Cost
 - \$400, lifespan approximately 10 years
- Regular Port labor rate \$56 per hour

2018-19 Rate \$65 per hour

Section 1.K. Storage

- AVAILABLE SPACE HERE
- Cost of asphalt
 - 4" \$2.21 per square foot
 - 6" \$2.90 per square foot

2018-19 Rate \$0.24 per square foot, minimum monthly charge for <10'
\$24

Section 1.L Net Gear and Maintenance

- Net maintenance causes little impact to the facility, most of the cost is due to the nets taking up space

2018-19 Rates, all locations \$21 per day

Sections 1.M., N., O. Work Barge, Cleanup, and Disposal Fees

- Work Barge
 - 2018-19 Rate \$26 per day
- Cleanup
 - Minimum annual training for Port employees approximately \$10,000
 - 2018-19 Rate \$102 per hour
- Disposal Fees
 - 2018-29 Rates
 - Oil- \$0.52 per gallon
 - Oily water- \$1.05 per gallon
 - Net disposal or related gear- \$0.19 per gallon
 - Garbage- \$0.16 per pound

Section 1.P. Port Labor

- Standard
- 30-Ton Crane Operation

2018-19 Rates both the same, \$56.00 per hour

Note that these costs do not include any training figures. Annual crane training costs about \$2,000 per employee.

	Position / Step	Hourly Rate	Payroll Taxes	PERS (T1/T2)	(OPSERP)	Workers' Comp	Health Insurance	Other Costs	Total Cost
7	Supervisor	25.95	2.28	3.51	-	2.28	5.75	0.06	39.84
8	Maintenance II / Step 4	15.71	1.39	-	0.72	1.38	5.75	0.06	25.01
9	(Position)	-	0.01	-	-	-	5.75	0.06	5.83
10	Total	41.66	3.69	3.51	0.72	3.65	17.25	0.19	70.68
11									
12									
13									
14									
15									
16									
17									
18									

Section 1.Q. Pallet Charge

- Purpose is to incentivize people to keep pallets on Port property
 - Has been effective at keeping pallets in the Port's rotation

2018-19 Rate \$6.50 per pallet

1.R. Dredge Spoils

- State royalty on dredge material
 - \$0.98 per cubic yard

2018-19 Rate \$2.65 per cubic yard

1.S. Keys/Cards

2018-19 Rate

Original \$18.00

Replacement/additional \$32.00

Section 2.A. Moorage

Commercial Marina Costs

- State waterway lease \$20,869
- PD7 Replacement with Bellingham Marine floats \$15.6M, with HDPE floats \$12.9M
- PD5 Replacement with Bellingham Marine floats \$11.4M, with HDPE floats \$9.5M
- PD7 and PD5 replacement includes \$4M dredging at 7 and \$2M for dredging at 5

NIT Costs

- State waterway lease \$13,092
- Pier/laydown space replacement \$20M
- Maintenance Dredging \$500,000 every 5 years

Section 2.A. Moorage

Commercial Marina

- \$35.4M would be the approximate cost to rebuild the marina in 30 years with a 2% annual increase (although I understand it's unlikely we would actually do that)
- \$1.1M will be the rough forecast for total waterway lease cost over 30 years (increased 2% annually)
- FY 2017-18 revenue from moorage was roughly \$404,700
 - Annual revenue on this schedule with a 2% increase annually results in roughly \$14M
- To reach the combined total of replacement over 30 years, it requires annual revenue of about \$1.2M

NIT

- \$26M went into the construction/remediation of the terminal
- Number is not a good figure for “replacement” because of remediation and other unique aspects of that project
- Ballpark \$36M in 30 years for maintenance and replacement
 - \$1.2M annually
- FY 2017-18 revenue from moorage at NIT was roughly \$84,500

Section 2.B Parking Permits

- Given the recent discussions on this issue, I hadn't planned to present any information on Parking Permits

Uses of the Port Currently not Covered by any Revenue Stream

- Trucking/Transportation
- Questions I have yet to answer:
- Does the revenue from forklift and crane operations cover maintenance and/or replacement of the piers at the Hoist Dock and NIT?
 - Is it intended to?
 - Should it partially cover?
- How much weight comes across the Hoist Dock?
- How much trucking weight goes over the asphalt on the Terminal road and the Hoist Dock?

Wrap Up

- Identify the importance of successful business operations of the Port
- Identify potential targets for different general revenue sources
- Make determinations on maintenance and/or replacement of assets
- Identify users of the Port
- Identify their use of the Port
- Identify the costs associated with rates
- Make recommendations
 - Could be on rates themselves or rate structure
 - Anything in between or outside

Recommendations

- Our goal should be to run profitable operations; break even or losses can't sustain the Port given the importance of business operations as a percentage of GOF revenue
- Increasing the percentage of grant funds in GOF revenue would ease pressure on raising rates
 - Set a target percentage for grant revenue either by year or build it into the cost analysis per item
- Identify specific intent behind rate increases (assign to a specific project/area)
- Swede's Dock revenue and cost is disproportionate; can we increase Swede's rates without losing users of the dock?
- Increase training and proficiency level of crane operators at the Terminal; split out the crane labor rate from the standard rate
- Any increase in moorage should be linked to an overall goal (smaller annual increases in order to more closely align revenue with cost)
- Warfage fees to bring product over the pier (could be captured by charging trucking companies—what are the impacts to the fishing industry??). Somehow we need to cover the cost of trucks, weight on the pier and upland.

Recommendations

- Implement a process to monitor total weight of product coming across the dock
 - To more easily quantify wear and tear
- Terminal mooring rates should go up, but we must be mindful of the motivation it might provide to start overloading the commercial marina
- Water rates need to be raised to be greater than or equal to the city rate
 - Note that water sales are not a major revenue earner

CFUG Recommendations Go HERE:

- Increase Terminal Moorage Rates by 5% (final figure would be \$0.84 per linear foot for exempted vessels)
- Increase hourly rate on small forklift to \$14 per hour
- Decrease minimum to .5 hour
- Labor minimums also follow the forklift rate
- Large forklift stays as is
- Increase water rate to \$4.10
- Add life left to assets to presentation

PORT OF NEWPORT
COMMERCIAL FISHING USERS GROUP COMMITTEE MINUTES

July 13, 2018
Regular Committee 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

Committee Chair Heather Mann called the Regular Meeting of the Port of Newport Commercial Fishing Users Group Committee to order at 9:00 am at the OSU Extension Office, 1211 SE Bay Blvd., Newport, Oregon.

Committee Members Present: Clint Funderburg (Pos. #1); Mike Pettis (Pos. #2); Mark Newell (Pos. #3); Heather Mann (Pos. #5); Ted Gibson (Pos. #6); Gene Law (Pos. #7); Bob Aue (Pos. #8); Bob Eder (Pos. #9), and David Jincks (Pos. #11).

Committee Members Absent: Ernie Phillips (Pos. #4); and Dave Thalman (Pos. #10).

Port Commission Liaison: Jim Burke.

Management and Staff: Aaron Bretz, Director of Operations; Mark Harris, Accounting Supervisor; Kent Gibson, Commercial Marina Harbormaster; Don Moon, International Terminal Supervisor; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Mike Storey, F/V Pegasus; Fred Yeck, F/V Seadawn; Cari Brandberg; David Olsen; Jerry Biddinger, F/V Refuge; Jennifer Stevenson, Newport Fishermen's Wives; Dietmar Goebel, Newport City Council; and Greg Speer, US Army Corps of Engineers.

Committee Chair Mann invited the public to comment throughout the meeting as allowed.

II. Changes to the Agenda

There were no changes to the Agenda.

III. Approve Minutes.....

2:20

- A. September 6, 2017
- B. November 6, 2017
- C. January 8, 2018
- D. February 23, 2018
- E. June 11, 2018

Mann made a correction to the Minutes from September 6, 2017, correcting the attorney's name on page one from Kevin Banks to Kevin Mannix.

A motion was made by Ted Gibson and seconded by Gene Law to approve the minutes as corrected. The motion passed 9 -0.

IV. Public Comment.....

4:28

Fred Yeck commented in support of raising rates to realistic amounts.

Greg Speer thanked the fishermen, especially crabbers, for keeping their gear out of the disposal zone for dredging.

- V. Rate presentation and discussion on Sections 1, 2 , and 3 of Port of Newport Resolution 2018-17 setting rates, fees, and charges.....

8:20

Bretz presented a slide show, included in the meeting packet, regarding revenue, costs and rates at the Commercial Marina and International Terminal, acknowledging it is a work in progress. He asked the Committee for feedback. The Committee discussed the topics presented, and made some suggestions. It was agreed that this was not yet a complete review of rates by the CFUG Committee and this would be an iterative process. Additional information would be needed. The following recommendations were made formally:

A motion was made by David Jincks and seconded by Heather Mann to recommend a 5% increase on terminal moorage rates. The motion passed 9 – 0.

A motion was made by Mark Newell and seconded by Ted Gibson to recommend an increase of the small forklift equipment rate to \$14.00, with a ½ hour minimum, to be billed by the ½ hour, 1 hour, then in 15 minute increments, with a same time structure for labor billing. The motion passed 9 – 0.

A motion was made by Ted Gibson and seconded by Mark Newell to recommend raising the water rate (Section 1(E)) to \$4.10. The motion passed 9 – 0.

Mark Newell commented that he thought Ernie Phillips was selling his boat, so a replacement would be needed on the Committee. Aaron Bretz confirmed that Committee Members for positions 1, 3, 5, 7, 9 and 11 were willing to serve an additional term, and he will include this as a recommendation at the Commission Regular Meeting. Jim Burke advised that the Port of Newport Commission would be interviewing two candidates for Interim General Manager and discuss the General Manager recruitment at a Special Meeting on Tuesday, July 17, 2018.

2:51:07

II. ADJOURNMENT.....

2:55:00

Having no further business, the meeting adjourned at 11:54 am.

ATTESTED:

Heather Mann, Committee Chair

Bob Eder, Committee Vice-Chair