

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Thursday, May 22, 2014, 6:00 p.m.
Central Lincoln Public Utility District Board Room
2129 N Coast Highway 101, Newport, OR 97365

JoAnn Barton (Pos. #3), President; David Jincks (Pos. #2), Vice President;
Walter Chuck (Pos. #1), Secretary/Treasurer; Dean Fleck (Pos. #5); Ken Brown (Pos. #4)

- I. Call to Order
- II. Changes to the Agenda
- III. Approval of Minutes, Financial Reports and Paid Accounts
 - A. Minutes
 1. Regular Meeting – April 22, 2014
 - B. Financial Report – Pat Albaugh, Director of Finance
 1. Financial Reports
 2. Accounts Paid
- IV. Public Comment
- V. Correspondence/Presentations
- VI. Old Business
 - A. Resolution Updating Tariffs (Approve)
 - B. To Read An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners by Title Only (ORS 198) (Approve)
 - C. To Adopt An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners (ORS 198) (Approve)
 - D. Seafarer Lease Renewal (Approve)
 - E. Resolution Adopting Rates, Fees and Charges (Information)
- VII. New Business
 - A. One-year Lease Extension of Yaquina Bay Fruit Processing (Information)
 - B. J. Lamb Marine Electronics Lease Renewal (Approve)
 - C. Resolution Amending Facilities Code to Change Rules Pertaining to Insurance and Dock Storage (Approve)
 - D. Broker of Record from Servco Pacific Insurance Letter (Approve)
 - E. Resolution Adopting Compensation Plan (Approve)
 - F. South Beach Diesel Line Repair Contract (Information)
 - G. Contract with Tough Construction to Repair Roof (Approve)
 - H. Contract with gLAs Architects for Administration Building (Approve)
- VIII. Staff Reports
 - A. Departmental Reports
 1. Kevin Bryant, Commercial Marina Harbormaster
 2. Jim Durkee, Terminal Operations Manager
 3. Rick Fuller, NOAA Facilities Manager
 4. Penny Gabrielson, South Beach Occupancy Report
 5. Chris Urbach, South Beach Marina Harbormaster
 6. Mike Goff, TCB Security
 - B. General Manager's Report
 1. Hoist Dock Grant Progress
 2. Terminal Project, Dredge/Mitigation Permit Progress
 3. Pacific Draggers Inc. Sub-Lease
 4. Davis Shows Special Event Grounds Lease
 5. General Manager's Six Month Performance Review

- 6. Franchising of Public Fish Dock Services
- 7. NOAA Recreational Mitigation Projects/Use of Cash
- IX. Commissioner Reports
- X. Calendar/Future Considerations
 - A. Landing of Lady Washington & Hawaiian Chieftain, May 14-26th
 - B. Memorial Day, May 26th
 - C. Newport Marathon and Half Marathon, May 31st
 - D. Fishermen's Forum, June 11th, 8:30am
 - E. South Beach User's Meeting, June 18th, 8:30am
 - F. Annual Chamber Awards Banquet, June 20th
 - G. Regular Commission Meeting, June 24th, 6pm
- XI. Adjournment

To place a subject or issue on the agenda for presentation to the commission, please submit your request one week or more in advance of the regular scheduled meeting. Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

The Central Lincoln Public Utility District Board 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.

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PORT OF NEWPORT
MINUTES
April 22, 2014
Regular Meeting

I. CALL TO ORDER

Commissioner Jincks the regular meeting of the Port of Newport Board of Commissioners to order at 6:00 pm. in the South Beach Marina Activities Room.

Commissioners Present: David Jincks, Vice-President; Walter Chuck, Secretary/Treasurer; Ken Brown.

Commissioners Absent: JoAnn Barton, President; Dean Fleck.

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Pat Albaugh, Director of Finance; Kent Gibson, Port Staff; Darlene Webster, Administrative Assistant.

Others Present: Dennis Anstine, News Times; Dave Morgan, News Lincoln County; Yale Fogarty, Brian Coreln and Pat Ruddiman, ILWU Local 53; Jim Shaw, South Beach resident; Lee Fries, Newport; Hal Pritchett, Private Citizen; Chris Olson, Newport Marina Store & Charter; Mike & Vella Sorensen, FV Miss Raven; Robert Waddell, FV Misty, FV Ilwaco Indiana and Sea Pirate II; David Debelldy, FV Enterprise.

II. Changes to Agenda: No comments or changes to the agenda were made.

III. Approval of Minutes, Financial Reports and Paid Accounts:

- A. Minutes
 - 1. Regular Meeting-March 25, 2014
 - 2. Budget Priorities Work Session-April 8, 2014
 - 3. Tariff Work Session-April 14, 2014

Motion by Jincks, seconded by Brown to approve the minutes of the Work Session of March 25, 2014, Budget Priorities Work Session April 8, 2014 and Tariff Work Session April 14, 2014 meeting. Motion carried 3-0.

- B. Financial Report-Albaugh, Director of Finance
 - 1. Financial Reports
- C. Accounts Paid

There were no questions or discussion on the financial reports but approval of the accounts paid will be reviewed and approved at the next scheduled meeting. Commissioner Brown questioned his ability to vote on the paid accounts since his business is included. Due to quorum issues, consensus was to postpone adoption of the paid accounts until next month.

Motion by Jincks, seconded by Chuck to approve the Financial Reports but to postpone approval of the Accounts Paid as submitted till the next meeting. Motion carried 3-0.

IV. Public Comment: No public comment was made.

V. Correspondence/Presentations: No correspondences or presentations made.

VI. OLD BUSINESS:

- A. Resolution Updating Tariffs:

Greenwood reviewed discussion from the Tariff Work Session of April 14, with attorney Michael Haglund reviewing the first draft of the Tariff to users and interested parties. This second draft document presented today included the recommendations made earlier. Some changes were as follows: conversion of measurement to gallons, ordering of vessel to vacate wording to include "subject to USCG approval", Port security fee would be \$895 per day (suggestion was made to word the fee to be "Time in Use" verses a specific dollar amount, Greenwood was open

to this idea as long as fee charged would cover all costs associated with security), Collection and Guaranty of charges would include wording as “or the shipper” as an additional party of responsibility for charges when they are not absorbed by the cargo owner, more information needs to be reviewed and considered in regards to past/current fuel rate charges and or surcharges, recommendations to charge the gas tanker a “user” fee for coming on to Port property was made, addition to include “Above 198” length was done, Indemnification and Insurance added wording “to comply with all General Rules in Section I of this Tariff and”, and Labor Rates wording to read “Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract” union was specifically noted in this line; were pertinent revisions to be reviewed by the commission. All the revisions will be presented for adoption at the May 22, 2014 meeting.

- B. To Read An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners by Title Only (ORS 198).

Necessary action needed to avoid reading the entire ordinance. Will repeated next month to be followed by adoption.

Motion by Chuck, seconded by Brown to approve reading the ordinance by title only. Motion carried 3-0.

Greenwood read Ordinance by name only.

VII. **NEW BUSINESS:**

- A. Seafarer Lease Renewal

Current term of lease presented is at .74 cents per square foot when previous rate should be at \$1.35 per square foot. Question posed as to why a variation, more information needed to be attained to respond.

Motion by Jincks, second by Brown to attain the right to postpone the approval of this lease for one month to give Greenwood the time to attain the necessary information to present before the board could approve a lease. Motion carried 3-0.

- B. Resolution (No. 2014-02) Changing Enterprise Zone Boundary

This resolution adjusts the boundaries of the Lincoln County Enterprise Zone. The Port participates with all parties (Cities of Lincoln City, Newport, Waldport, Toledo, the Ports of Toledo, Alsea and as well as Lincoln County) in this Enterprise Zone. The described property affects 7,561 acres in and is requested by Lincoln City.

Motion by Chuck, second by Brown to approve and sign resolution No 2014-02. Motion carried 3-0.

- C. Intergovernmental Agreement with Special Districts Insurance Trust

Greenwood presented the new Joinder of Trust Agreement from SDIS that needed to be signed necessitated by ORS Chapter 190. The last Trust agreement was in 1985 and SDIS decided to update the agreement to retain tax benefits. Cost associated with this agreement will be going up as previously presented at a previous meeting.

Motion by Brown, second by Chuck to approve and sign Intergovernmental Agreement with Special Districts Insurance Trust Joinder. Motion carried 3-0.

- D. Resolution Adopting Rates, Fees and Charges

Rates within the entire document presented are still being worked on by staff. Section 1 item E City Water was reviewed and deemed that we will be allowed by the city to re-sell water, item F Fuel Surcharge will be reviewed and modified, Section 8 regarding retail sales of gift certificates, promotions, sponsorships and sundries was requested to the commission to delegate the manager the ability to set prices for mentioned items. More public knowledge of these upcoming changes to charges will be spread through meetings like this, Fisherman’s Forum and the South Beach Marina User’s meetings. Approved rates are scheduled to take place on July

1st, 2014. Question was raised how to enforce rates of those individuals conducting themselves as a charter business without a permit, business or appropriate insurance. When we have current local individuals who have for years worked with the Port and City with the appropriate documents. Greenwood responded by needing more information of how business is currently conducted by the current users and how to monitor others who are working outside the system. More information and updates will be presented as we move forward to completion of the rate structure.

- E. Award Auditing Contract with Grimstad & Associates for \$21,100

Finance director Albaugh presented the final bids for the auditing services and made his recommendation based on quality, cost, and knowledge of service, industry references and client referrals. This will be a great cost savings to previous years audit services and is a five year agreement.

Motion by Chuck, second by Brown to approve, sign and award Grimstad and Associates the Audit Contract. Motion carried 3-0.

VIII. STAFF REPORTS:

- A. Departmental Reports
 1. Kevin Bryant, Commercial Marina Harbormaster
 2. Jim Durkee, Terminal Operations Manager*
 3. Rick Fuller, NOAA Facilities Manager
 4. Penny Gabrielson, south Beach Occupancy Report
 5. Chris Urbach, South Beach Marina Harbormaster
 6. Mike Goff, TCB Security

*Jim Durkee has taken additional responsibilities and education in preparation for the future activity the terminal will be having. No other comments were made regarding the staff reports.

- B. General Manager's Report
 1. Hoist Dock Grant Process

Port of Newport finished third at the CWACT (Port of Toldeo finished first) and the next meeting is scheduled for April 24th for ODOT Area prioritization.

2. Terminal Renovation Project, Dredge/Mitigations Permit Progress

Thanks to Commissioner Chuck who forwarded a list of questions to Greenwood to ask and receive answers to media use regarding budget, dredging, and recreational access. Greenwood will provide information at next scheduled meeting.

3. NOAA Recreational Mitigation Projects

Approximately 3-4 projects are still to be completed. Review of the original documents will need to be reviewed to confirm where we actually stand with what projects need to be done. Certain projects that were done didn't pass ODFW inspection for example the steps under the bridge. Second project access point at McClain point received permit but was denied due to liability. Third project port dock E is in bad condition to allow public crabbing. Chuck responded that he could help Port with our communication with ODFW as to what projects need to be fulfilled and to what specifications. Further information will need to be attained and presented.

4. Yaquina Bay Fruit Processing Update

Greenwood presented the current letter received by Yaquina Bay Fruit Processors requesting a long term lease agreement. The letter suggested a two step process to formalize the agreement. The first step would be to extend the current lease as it stands to September 2016. Then YBFP and the Port would have time to review/resolve the details of the current site plan, permit approval by the City of Newport regarding modification and zoning and plans for areas of site not being used by YBFP. Some preliminary site plans were previously produced by GLAS Architect and will be reviewed by Greenwood.

The Port has been approached by others (ODFW, Marine Studies Campus, and Port reserved land use) interested in use of the site currently used by YBFP. The total site is 4-5 acres and YBFP utilizes 2-3 acres. The objective is to make use of the entire site if possible. Funding will also be reviewed since funding was originally attained in the beginning to development the site through the Yaquina Bay Initiative; review of where we stand with the funding will be reviewed and presented when information is gathered.

IX. COMMISSIONER REPORTS:

PMEC Communications Protocol. Presented by Chuck covering the latest protocol to follow regarding communications with the public. No comments were made regarding this document. Request was made to have Brown represent the Port on the Airport committee.

Motion by Brown, second by Jincks to approve and implement this PMEC Communications Protocol document. Motion carried 3-0.

X. PUBLIC COMMENT:

Mike Sorensen of Miss Raven who charters through Newport Marina Store shared his concerns with the commission raising rates to those who have received Bay Front rates for years due to the inability to safely board their clients at the Bay Front docks and lack of available moorage (would be taking slips from the commercial fishing fleet). Many years ago the charters would use the South Beach Marina to conduct their business at the Bay Front rate. The cost to him would be \$700 annually and may not seem a lot to most but it is for him. Chris Olson owner of Marina Store and Charters who coordinates the charter services at the marina commented that for 42 years the charter fleet has brought in tourists to the community with the services that they offer from hotel stays, to fishing supplies, to restaurants, etc. To raise the rates would be a hardship to the charter fleet due to other increasing costs in insurance costs to name a few. They constantly battle those that advertise as charters but don't call South Beach their home Port and don't pay all the legal fees it takes to operate legally in this community i.e. in permits, taxes etc. Robert Waddell of FV Misty and several other boats who has been chartering from the Tradewinds for 50+ years suggest that the charter fleet have a "Charter Rate" like the commercial fisherman have and not be classified as "Recreational". He also mentioned that most clients who enjoy fishing are familiar with the quality of service the charter fleet gives them and the ease of boarding the South Beach Marina offers by location. His business also brings much business and revenue to the community as other charter boats due and recommends that we stay with the same rate, at present if the rate should go up it would cost him approximately \$2,000 dollars annually. Greenwood noted that more services are offered at the South Beach Marina that are not offered at the Bay Front docks warranting different pricing. Greenwood commented that more knowledge and information as to the activity, size of vessel, type of vessel use etc will need to be gathered and reviewed with staff, end users and him. Greenwood wanted to assure everyone that he would try to find a compromise with those affected. And this is a long needed effort to standardize the rates and services offered at both marinas.

XI. UPCOMING MEETINGS/EVENTS:

- A. Budget Committee Meeting, May 13, 6:00pm
- B. Fishermen's Forum, Port Dock 7 Operations Shop, May 14 8:30am
- C. Commission Work Session May 23, 12 pm
- D. South Beach Marina Users Meeting, May 21, 8:30am
- E. Regular Commission Meeting May 22, 6:00pm (Rescheduled) CLPUD

XII. ADJOURNMENT

There being nothing more to come before the Board of Commissioners, the meeting was adjourned at 7:40 pm

ATTEST:

JoAnn Barton, President

Walter Chuck, Secretary/Treasurer



Memo

To: Port of Newport Commissioners
From: Pat Albaugh, Director of Finance
Date: May 19, 2014

General Fund:

April 2014 financials are attached. The General Fund is having a positive financial performance this fiscal year. Total revenues are up and total expenses are down compared to last fiscal year. The Balance Sheet is solid and has been moving in a positive direction. Budgeted revenues and operating expenses continue to stay in line with each other. Expenses are well within budget for this time of year. Department managers have become active participants in reviewing expenses and providing input for budgeting purposes. The Finance staff really appreciates their work, cooperation, and assistance.

NOAA Fund:

NOAA is on track to meet revenue budget while staying within budgeted expenses. The Fund is in very solid financial standing as reflected in the Balance Sheet.

Facility Maintenance Reserve and Construction Funds:

There has been little activity in the Facility Maintenance Reserve and Construction Funds. The Construction Fund has concluded almost all the Terminal contracts with the exception of dredging related activity.

Bonded Debt Fund:

The Bonded Debt Fund has exactly enough to meet the June bond payment (\$320,000).

I would like to thank the Port for the opportunity and experience. The Port of Newport is an asset to the community and the state of Oregon. It has been a true pleasure working in Newport. I'm proud to have been part of the Port and wish the agency all the best. Pat

Port of Newport Operating Fund
Balance Sheet
As of April 30, 2014

	Apr 30, 14	Mar 31, 14	\$ Change	Apr 30, 13	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
Available Cash & Equivalents	459,045.40	443,614.32	15,431.08	287,740.98	171,304.42
Restricted Cash & Equivalents	714,919.59	686,816.56	28,103.03	473,327.78	241,591.81
Total Checking/Savings	1,173,964.99	1,130,430.88	43,534.11	761,068.76	412,896.23
Accounts Receivable					
Accounts Receivable	-5,002.39	2,785.07	-7,787.46	49,104.34	-54,106.73
Total Accounts Receivable	-5,002.39	2,785.07	-7,787.46	49,104.34	-54,106.73
Other Current Assets					
Allow for Bad Debt - CM	-10,000.00	-10,000.00	0.00	-10,000.00	0.00
Allow for Bad Debt - SB	-4,000.00	-4,000.00	0.00	-4,000.00	0.00
AR Property Tax	8,054.60	8,054.60	0.00	12,592.46	-4,537.86
Assets Held For Sale	0.00	0.00	0.00	5,448.05	-5,448.05
Prepaid Expenses	72,169.39	88,277.30	-16,107.91	62,142.52	10,026.87
Due from other Port Funds	130,915.79	123,719.53	7,196.26	-3,080.00	133,995.79
Undeposited Funds	-3,825.00	0.00	-3,825.00	0.00	-3,825.00
Total Other Current Assets	193,314.78	206,051.43	-12,736.65	63,103.03	130,211.75
Total Current Assets	1,362,277.38	1,339,267.38	23,010.00	873,276.13	489,001.25
Fixed Assets					
Capital Assets					
Total Fixed Assets	89,128,397.64	89,128,397.64	0.00	84,116,239.00	5,012,158.64
TOTAL ASSETS	90,490,675.02	90,467,665.02	23,010.00	84,989,515.13	5,501,159.89
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	27,246.02	30,727.26	-3,481.24	47,420.07	-20,174.05
Total Accounts Payable	27,246.02	30,727.26	-3,481.24	47,420.07	-20,174.05
Other Current Liabilities					
Due to other Port Funds	7,381.52	30,911.89	-23,530.37	0.00	7,381.52
Prepaid Moorage and Deposits	26,633.00	32,581.00	-5,948.00	24,994.72	1,638.28
Payroll Liability	36,557.47	40,298.37	-3,740.90	52,092.00	-15,534.53
Accrued Property Taxes	32,887.87	32,887.87	0.00	32,887.87	0.00
Current Portion-Long Term Debt	177,258.39	177,258.39	0.00	0.00	177,258.39
Accrued Interest Payable	90,347.00	90,347.00	0.00	86,687.00	3,660.00
Total Other Current Liabilities	371,065.25	404,284.52	-33,219.27	196,661.59	174,403.66
Total Current Liabilities	398,311.27	435,011.78	-36,700.51	244,081.66	154,229.61
Long Term Liabilities					
Long Term Debt	8,739,743.61	8,739,743.61	0.00	5,830,706.69	2,909,036.92
2013 FF&C Bond Premium	135,465.75	135,465.75	0.00	135,465.75	0.00
Total Long Term Liabilities	8,875,209.36	8,875,209.36	0.00	5,966,172.44	2,909,036.92
Total Liabilities	9,273,520.63	9,310,221.14	-36,700.51	6,210,254.10	3,063,266.53
Equity					
Operating Income	362,371.80	302,661.29	59,710.51	-1,184,550.72	1,546,922.52
Total Equity	81,217,154.39	81,157,443.88	59,710.51	78,779,261.03	2,437,893.36
TOTAL LIABILITIES & EQUITY	90,490,675.02	90,467,665.02	23,010.00	84,989,515.13	5,501,159.89

Port of Newport Operating Fund
Year-to-Date Budget Variance
July 2013 through April 2014

	<u>Jul '13 - Apr 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
Lease Revenues	486,067.88	535,500.00	-49,432.12	90.77%
Moorage	907,640.42	1,082,000.00	-174,359.58	83.89%
Shipping Terminal Revenues	7,279.40	3,500.00	3,779.40	207.98%
Hoist Dock & Services	371,963.07	335,500.00	36,463.07	110.87%
RV Parks	499,946.99	528,300.00	-28,353.01	94.63%
Launch Ramp & Trailer Storage	47,573.00	58,000.00	-10,427.00	82.02%
Miscellaneous Revenue	27,080.64	40,000.00	-12,919.36	67.7%
Gain/(Loss) on Sale of Assets	19,191.91	0.00	19,191.91	100.0%
Property & Dredge Sales	608.00	0.00	608.00	100.0%
Grant & Loan Proceeds	1,938.58	527,200.00	-525,261.42	0.37%
Property Tax Revenue	92,837.09	89,000.00	3,837.09	104.31%
Interest Income	2,336.74	2,500.00	-163.26	93.47%
Total Income	<u>2,464,463.72</u>	<u>3,201,500.00</u>	<u>-737,036.28</u>	<u>76.98%</u>
Expense				
Salaries & Wages	563,817.45	800,000.00	-236,182.55	70.48%
Payroll Taxes & Benefits	220,642.52	381,000.00	-160,357.48	57.91%
Insurance	123,759.52	187,000.00	-63,240.48	66.18%
Professional Fees	85,574.01	115,000.00	-29,425.99	74.41%
Marketing & Promotion	15,238.89	32,000.00	-16,761.11	47.62%
Dues & Subscriptions	15,730.43	16,000.00	-269.57	98.32%
Education & Training	3,937.82	5,000.00	-1,062.18	78.76%
Travel	10,575.81	16,000.00	-5,424.19	66.1%
Office Expenses	26,242.17	65,000.00	-38,757.83	40.37%
Bank Fees	22,419.52	26,000.00	-3,580.48	86.23%
License & Permit Fees	6,651.75	5,000.00	1,651.75	133.04%
Utilities	333,658.86	450,000.00	-116,341.14	74.15%
Contract & Support Services	182,021.67	159,000.00	23,021.67	114.48%
Repairs & Maintenance	72,529.93	178,000.00	-105,470.07	40.75%
Equipment & Small Tools	6,122.88	10,300.00	-4,177.12	59.45%
Operating Supplies & Fuel	65,783.44	69,300.00	-3,516.56	94.93%
Shipping Expenses	0.00	2,560.00	-2,560.00	0.0%
DSL & State Land Fees	23,387.95	24,000.00	-612.05	97.45%
Building & Land leases	10,746.00	12,540.00	-1,794.00	85.69%
Grants & Other	36,421.57	64,300.00	-27,878.43	56.64%
Total Expense	<u>1,825,262.19</u>	<u>2,618,000.00</u>	<u>-792,737.81</u>	<u>69.72%</u>
Other Income				
Fund Transfers In	25,000.00	25,000.00	0.00	100.0%
Total Other Income	<u>25,000.00</u>	<u>25,000.00</u>	<u>0.00</u>	<u>100.0%</u>
Other Expense				
Debt Service	301,829.73	445,000.00	-143,170.27	67.83%
Capital - Current Year Costs	0.00	637,500.00	-637,500.00	0.0%
Total Other Expense	<u>301,829.73</u>	<u>1,082,500.00</u>	<u>-780,670.27</u>	<u>27.88%</u>
Operating Income	<u>362,371.80</u>	<u>-474,000.00</u>	<u>836,371.80</u>	<u>-76.45%</u>

Port of Newport Operating Fund
Year-to-Date Operating Statement
July 2013 through April 2014

	<u>Jul '13 - Apr 14</u>	<u>Jul '12 - Apr 13</u>	<u>\$ Change</u>
Income			
Lease Revenues	486,067.88	437,966.64	48,101.24
Moorage	907,640.42	786,426.32	121,214.10
Shipping Terminal Revenues	7,279.40	4,048.36	3,231.04
Hoist Dock & Services	371,963.07	308,575.26	63,387.81
RV Parks	499,946.99	492,318.33	7,628.66
Launch Ramp & Trailer Storage	47,573.00	52,425.50	-4,852.50
Miscellaneous Revenue	27,080.64	43,438.87	-16,358.23
Gain/(Loss) on Sale of Assets	19,191.91	3,000.00	16,191.91
Property & Dredge Sales	608.00	0.00	608.00
Grant & Loan Proceeds	1,938.58	140,180.75	-138,242.17
Property Tax Revenue	92,837.09	91,261.32	1,575.77
Interest Income	2,336.74	1,841.70	495.04
Total Income	<u>2,464,463.72</u>	<u>2,361,483.05</u>	<u>102,980.67</u>
Expense			
Salaries & Wages	563,817.45	619,321.72	-55,504.27
Payroll Taxes & Benefits	220,642.52	244,214.06	-23,571.54
Insurance	123,759.52	139,355.00	-15,595.48
Professional Fees	85,574.01	90,745.09	-5,171.08
Marketing & Promotion	15,238.89	20,375.87	-5,136.98
Dues & Subscriptions	15,730.43	14,004.46	1,725.97
Education & Training	3,937.82	4,298.80	-360.98
Travel	10,575.81	11,817.15	-1,241.34
Office Expenses	26,242.17	24,296.86	1,945.31
Bank Fees	22,419.52	22,016.08	403.44
License & Permit Fees	6,651.75	3,479.25	3,172.50
Utilities	333,658.86	312,948.88	20,709.98
Contract & Support Services	182,021.67	139,016.75	43,004.92
Repairs & Maintenance	72,529.93	86,018.78	-13,488.85
Equipment & Small Tools	6,122.88	13,207.77	-7,084.89
Operating Supplies & Fuel	65,783.44	58,334.23	7,449.21
Shipping Expenses	0.00	1,577.56	-1,577.56
DSL & State Land Fees	23,387.95	23,104.58	283.37
Building & Land leases	10,746.00	10,451.00	295.00
Grants & Other	36,421.57	289,276.38	-252,854.81
Total Expense	<u>1,825,262.19</u>	<u>2,127,860.27</u>	<u>-302,598.08</u>
Other Income			
Fund Transfers In	25,000.00	25,000.00	0.00
Total Other Income	<u>25,000.00</u>	<u>25,000.00</u>	<u>0.00</u>
Other Expense			
Transfer to Construction Fund	0.00	890,000.00	-890,000.00
Debt Service	301,829.73	519,138.28	-217,308.55
Capital - Current Year Costs	0.00	34,035.22	-34,035.22
Total Other Expense	<u>301,829.73</u>	<u>1,443,173.50</u>	<u>-1,141,343.77</u>
Operating Income	<u>362,371.80</u>	<u>-1,184,550.72</u>	<u>1,546,922.52</u>

Port of Newport Operating Fund
Monthly Operating Statement
April 2014

	<u>Apr 14</u>	<u>Mar 14</u>	<u>\$ Change</u>	<u>Apr 13</u>	<u>\$ Change</u>
Income					
Lease Revenues	43,734.99	40,665.44	3,069.55	39,532.69	4,202.30
Moorage	102,526.92	60,657.96	41,868.96	91,962.40	10,564.52
Shipping Terminal Revenues	760.20	104.00	656.20	26.00	734.20
Hoist Dock & Services	35,021.51	32,717.78	2,303.73	36,217.10	-1,195.59
RV Parks	20,593.91	24,331.44	-3,737.53	24,670.41	-4,076.50
Launch Ramp & Trailer Storage	2,794.00	2,438.50	355.50	4,276.30	-1,482.30
Miscellaneous Revenue	2,529.04	1,565.08	963.96	70.20	2,458.84
Gain/(Loss) on Sale of Assets	19,191.91	0.00	19,191.91	0.00	19,191.91
Property & Dredge Sales	0.00	498.00	-498.00	0.00	0.00
Grant & Loan Proceeds	0.00	0.00	0.00	50,800.00	-50,800.00
Property Tax Revenue	781.45	670.76	110.69	820.96	-39.51
Interest Income	214.93	263.53	-48.60	145.62	69.31
Total Income	<u>228,148.86</u>	<u>163,912.49</u>	<u>64,236.37</u>	<u>248,521.68</u>	<u>-20,372.82</u>
Expense					
Salaries & Wages	45,113.25	51,873.00	-6,759.75	62,510.31	-17,397.06
Payroll Taxes & Benefits	18,814.75	23,026.58	-4,211.83	23,682.59	-4,867.84
Insurance	12,173.35	12,173.35	0.00	15,395.80	-3,222.45
Professional Fees	9,980.80	3,925.25	6,055.55	12,268.75	-2,287.95
Marketing & Promotion	1,340.51	324.00	1,016.51	5,286.07	-3,945.56
Dues & Subscriptions	0.00	1,054.00	-1,054.00	-247.10	247.10
Education & Training	14.00	950.00	-936.00	0.00	14.00
Travel	54.00	2,885.40	-2,831.40	1,853.09	-1,799.09
Office Expenses	1,253.83	5,621.51	-4,367.68	2,688.66	-1,434.83
Bank Fees	1,966.01	1,321.12	644.89	1,777.67	188.34
License & Permit Fees	0.00	0.00	0.00	2,103.00	-2,103.00
Utilities	30,707.89	32,671.28	-1,963.39	19,306.68	11,401.21
Contract & Support Services	15,915.74	14,077.59	1,838.15	15,470.37	445.37
Repairs & Maintenance	11,922.95	9,936.33	1,986.62	5,910.46	6,012.49
Equipment & Small Tools	460.00	256.66	203.34	743.65	-283.65
Operating Supplies & Fuel	3,864.38	6,869.43	-3,005.05	5,956.44	-2,092.06
Building & Land leases	1,082.00	1,082.00	0.00	1,046.00	36.00
Grants & Other	1,595.38	2,101.97	-506.59	97,851.55	-96,256.17
Total Expense	<u>156,258.84</u>	<u>170,149.47</u>	<u>-13,890.63</u>	<u>273,603.99</u>	<u>-117,345.15</u>
Other Expense					
Transfer to Construction Fund	0.00	0.00	0.00	890,000.00	-890,000.00
Debt Service	12,179.51	16,177.96	-3,998.45	53,617.89	-41,438.38
Total Other Expense	<u>12,179.51</u>	<u>16,177.96</u>	<u>-3,998.45</u>	<u>943,617.89</u>	<u>-931,438.38</u>
Operating Income	<u>59,710.51</u>	<u>-22,414.94</u>	<u>82,125.45</u>	<u>-968,700.20</u>	<u>1,028,410.71</u>

Port of Newport Operating Fund
Operating Statements by Business Unit
July 2013 through April 2014

	SB OPS	SB Admin & Overhead	SB Marina	Main RV Park	Annex	Total South Beach
Income						
Lease Revenues	0.00	0.00	0.00	0.00	0.00	0.00
Moorage	0.00	1,081.50	470,713.65	0.00	0.00	471,795.15
Shipping Terminal Revenues	0.00	0.00	0.00	0.00	0.00	0.00
Hoist Dock & Services	0.00	0.00	9,355.04	136.50	0.00	9,491.54
RV Parks	0.00	0.00	6,054.46	387,914.11	105,978.42	499,946.99
Launch Ramp & Trailer Storage	0.00	88.00	45,913.50	0.00	0.00	46,001.50
Miscellaneous Revenue	0.00	952.52	13,714.71	5,085.57	290.00	20,042.80
Gain/(Loss) on Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00
Property & Dredge Sales	0.00	0.00	0.00	0.00	0.00	0.00
Grant & Loan Proceeds	0.00	0.00	2,836.70	0.00	0.00	2,836.70
Property Tax Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	0.00	2,122.02	548,588.06	393,136.18	106,268.42	1,050,114.68
Expense						
Salaries & Wages	120,575.69	48,262.29	0.00	0.00	0.00	168,837.98
Payroll Taxes & Benefits	56,752.94	13,295.92	0.00	0.00	0.00	70,048.86
Insurance	1,000.00	0.00	15,629.01	0.00	0.00	16,629.01
Professional Fees	850.00	0.00	0.00	0.00	0.00	850.00
Marketing & Promotion	0.00	6,470.50	1,381.69	195.00	0.00	8,047.19
Dues & Subscriptions	0.00	110.25	0.00	0.00	0.00	110.25
Education & Training	0.00	795.00	0.00	0.00	0.00	795.00
Travel	0.00	759.44	403.62	0.00	0.00	1,163.06
Office Expenses	296.22	4,372.19	766.66	115.31	0.00	5,550.38
Bank Fees	0.00	8,248.85	0.00	33.51	0.00	8,282.36
License & Permit Fees	144.00	6.00	0.00	0.00	0.00	150.00
Utilities	32,739.72	18,848.82	106,883.38	22,044.63	11,388.79	191,905.34
Contract & Support Services	5,305.00	49,587.63	20,161.57	19,528.93	200.00	94,783.13
Repairs & Maintenance	9,870.53	872.11	18,174.92	2,196.22	1,224.38	32,338.16
Equipment & Small Tools	1,728.62	104.00	46.00	0.00	0.00	1,878.62
Operating Supplies & Fuel	24,220.76	3,847.17	10,726.14	1,549.57	257.44	40,601.08
DSL & State Land Fees	0.00	0.00	10,435.34	0.00	0.00	10,435.34
Building & Land leases	0.00	0.00	0.00	0.00	0.00	0.00
Grants & Other	0.00	15,927.35	0.00	15,779.67	453.53	32,160.55
Total Expense	253,483.48	171,507.52	184,608.33	61,442.84	13,524.14	684,566.31
Fund Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	4,180.95	0.00	0.00	0.00	0.00	4,180.95
Total Other Expense	4,180.95	0.00	0.00	0.00	0.00	4,180.95
Operating Income	-257,664.43	-169,385.50	363,979.73	331,693.34	92,744.28	361,367.42

Port of Newport Operating Fund
Operating Statements by Business Unit
July 2013 through April 2014

	Admin & Property Mgmt	Commercial Marina	International Terminal	Total General Operating Fund
Income				
Lease Revenues	486,067.88	0.00	0.00	486,067.88
Moorage	0.00	373,055.27	62,790.00	907,640.42
Shipping Terminal Revenues	0.00	0.00	7,279.40	7,279.40
Hoist Dock & Services	0.00	248,442.73	114,028.80	371,963.07
RV Parks	0.00	0.00	0.00	499,946.99
Launch Ramp & Trailer Storage	0.00	1,249.50	322.00	47,573.00
Miscellaneous Revenue	1,962.21	5,016.12	59.51	27,080.64
Gain/(Loss) on Sale of Assets	19,191.91	0.00	0.00	19,191.91
Property & Dredge Sales	608.00	0.00	0.00	608.00
Grant & Loan Proceeds	0.00	0.00	-898.12	1,938.58
Property Tax Revenue	92,837.09	0.00	0.00	92,837.09
Interest Income	2,336.74	0.00	0.00	2,336.74
Total Income	603,003.83	627,763.62	183,581.59	2,464,463.72
Expense				
Salaries & Wages	218,225.06	144,627.11	32,127.30	563,817.45
Payroll Taxes & Benefits	71,665.41	64,366.46	14,561.79	220,642.52
Insurance	90,501.50	16,629.01	0.00	123,759.52
Professional Fees	76,617.24	0.00	8,106.77	85,574.01
Marketing & Promotion	5,267.42	515.65	1,408.63	15,238.89
Dues & Subscriptions	15,620.18	0.00	0.00	15,730.43
Education & Training	2,243.57	549.25	350.00	3,937.82
Travel	9,229.59	100.81	82.35	10,575.81
Office Expenses	19,273.88	1,038.75	379.16	26,242.17
Bank Fees	766.54	13,370.62	0.00	22,419.52
License & Permit Fees	271.45	1,438.00	4,792.30	6,651.75
Utilities	13,404.70	96,051.23	32,297.59	333,658.86
Contract & Support Services	20,959.32	49,372.10	16,907.12	182,021.67
Repairs & Maintenance	78.06	26,105.65	14,008.06	72,529.93
Equipment & Small Tools	0.00	730.51	3,513.75	6,122.88
Operating Supplies & Fuel	1,110.73	18,650.89	5,420.74	65,783.44
DSL & State Land Fees	0.00	12,952.61	0.00	23,387.95
Building & Land leases	10,746.00	0.00	0.00	10,746.00
Grants & Other	3,923.76	337.26	0.00	36,421.57
Total Expense	559,904.41	446,835.91	133,955.56	1,825,262.19
Fund Transfers In	25,000.00	0.00	0.00	25,000.00
Total Other Income	25,000.00	0.00	0.00	25,000.00
Debt Service	170,145.96	5,379.72	122,123.10	301,829.73
Total Other Expense	170,145.96	5,379.72	122,123.10	301,829.73
Operating Income	-102,046.54	175,547.99	-72,497.07	362,371.80

Port of Newport - NOAA Fund
Balance Sheet
As of April 30, 2014

	Apr 30, 14	Mar 31, 14	\$ Change	Apr 30, 13	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
Cash & Equivalents	5,205,195.99	4,997,326.91	207,869.08	5,455,685.75	-250,489.76
Total Checking/Savings	5,205,195.99	4,997,326.91	207,869.08	5,455,685.75	-250,489.76
Other Current Assets					
Prepaid Expenses	46,868.81	58,653.79	-11,784.98	83,708.37	-36,839.56
Bond Costs (net amortization)	587,640.00	587,640.00	0.00	622,207.00	-34,567.00
Total Other Current Assets	634,508.81	646,293.79	-11,784.98	705,915.37	-71,406.56
Total Current Assets	5,839,704.80	5,643,620.70	196,084.10	6,161,601.12	-321,896.32
TOTAL ASSETS	5,839,704.80	5,643,620.70	196,084.10	6,161,601.12	-321,896.32
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
Accounts Payable	9,686.16	2,259.03	7,427.13	59,597.33	-49,911.17
Total Accounts Payable	9,686.16	2,259.03	7,427.13	59,597.33	-49,911.17
Other Current Liabilities					
Vacation Payable	2,091.00	1,732.00	359.00	912.00	1,179.00
Current Portion-Long-Term Debt	790,000.00	790,000.00	0.00	0.00	790,000.00
Accrued Interest Payable	509,285.00	509,285.00	0.00	518,847.00	-9,562.00
Total Other Current Liabilities	1,301,376.00	1,301,017.00	359.00	519,759.00	781,617.00
Total Current Liabilities	1,311,062.16	1,303,276.03	7,786.13	579,356.33	731,705.83
Long Term Liabilities					
Long-Term Debt	22,343,121.00	22,343,121.00	0.00	23,886,540.00	-1,543,419.00
Total Long Term Liabilities	22,343,121.00	22,343,121.00	0.00	23,886,540.00	-1,543,419.00
Total Liabilities	23,654,183.16	23,646,397.03	7,786.13	24,465,896.33	-811,713.17
Equity					
Operating Income	-639,475.72	-827,773.69	188,297.97	-348,217.50	-291,258.22
Total Equity	-17,814,478.36	-18,002,776.33	188,297.97	-18,304,295.21	489,816.85
TOTAL LIABILITIES & EQUITY	5,839,704.80	5,643,620.70	196,084.10	6,161,601.12	-321,896.32

Port of Newport - NOAA Fund
Year-to-Date Budget Variance
July 2013 through April 2014

	<u>Jul '13 - Apr 14</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
Lease Income	2,114,970.30	2,535,000.00	-420,029.70	83.43%
Interest Income	8,721.90	10,000.00	-1,278.10	87.22%
Misc Income	0.00	100,000.00	-100,000.00	0.0%
Total Income	<u>2,123,692.20</u>	<u>2,645,000.00</u>	<u>-521,307.80</u>	<u>80.29%</u>
Expense				
Salary, Wages & Benefits	84,615.53	104,980.00	-20,364.47	80.6%
Insurance	104,673.20	139,725.00	-35,051.80	74.91%
Professional Services	0.00	12,000.00	-12,000.00	0.0%
Office & Admin Expenses	3,690.10	17,000.00	-13,309.90	21.71%
Grants & Other	0.00	37,500.00	-37,500.00	0.0%
Licenses & Permits	947.00	2,500.00	-1,553.00	37.88%
Contracted Services	53,950.39	83,100.00	-29,149.61	64.92%
Dredging	267,453.26	250,000.00	17,453.26	106.98%
Utilities	7,262.93	10,755.00	-3,492.07	67.53%
Materials and Supplies	8,111.66	20,800.00	-12,688.34	39.0%
Fuel (Gas, Diesel, Oil, Lubes)	902.49	1,350.00	-447.51	66.85%
Small Tools & Equipment	650.04	2,500.00	-1,849.96	26.0%
Equipment Rental	556.00	1,250.00	-694.00	44.48%
Office Rent & DSL Leases	11,051.56	12,000.00	-948.44	92.1%
Total Expense	<u>543,864.16</u>	<u>695,460.00</u>	<u>-151,595.84</u>	<u>78.2%</u>
Other Expense				
Capital Expenses	0.00	0.00	0.00	0.0%
Fund Transfers Out	218,870.00	220,000.00	-1,130.00	99.49%
Debt Service	2,000,433.76	2,000,434.00	-0.24	100.0%
Total Other Expense	<u>2,219,303.76</u>	<u>2,220,434.00</u>	<u>-1,130.24</u>	<u>99.95%</u>
Operating Income	<u><u>-639,475.72</u></u>	<u><u>-270,894.00</u></u>	<u><u>-368,581.72</u></u>	<u><u>236.06%</u></u>

Port of Newport - NOAA Fund
Year-to-Date Operating Statement
 July 2013 through April 2014

	<u>Jul '13 - Apr 14</u>	<u>Jul '12 - Apr 13</u>	<u>\$ Change</u>
Income			
Lease Income	2,114,970.30	2,113,830.40	1,139.90
Interest Income	8,721.90	10,707.58	-1,985.68
Misc Income	0.00	7.40	-7.40
Total Income	<u>2,123,692.20</u>	<u>2,124,545.38</u>	<u>-853.18</u>
Expense			
Salary, Wages & Benefits	84,615.53	81,971.98	2,643.55
Insurance	104,673.20	104,256.80	416.40
Professional Services	0.00	14,690.23	-14,690.23
Office & Admin Expenses	3,690.10	3,889.54	-199.44
Licenses & Permits	947.00	2,101.32	-1,154.32
Contracted Services	53,950.39	80,091.71	-26,141.32
Dredging	267,453.26	0.00	267,453.26
Utilities	7,262.93	7,181.27	81.66
Materials and Supplies	8,111.66	5,162.61	2,949.05
Fuel (Gas, Diesel, Oil, Lubes)	902.49	634.48	268.01
Small Tools & Equipment	650.04	1,211.37	-561.33
Equipment Rental	556.00	274.00	282.00
Office Rent & DSL Leases	11,051.56	10,771.41	280.15
Total Expense	<u>543,864.16</u>	<u>312,236.72</u>	<u>231,627.44</u>
Other Expense			
Capital Expenses	0.00	11,767.40	-11,767.40
Fund Transfers Out	218,870.00	150,000.00	68,870.00
Debt Service	2,000,433.76	1,998,758.76	1,675.00
Total Other Expense	<u>2,219,303.76</u>	<u>2,160,526.16</u>	<u>58,777.60</u>
Operating Income	<u><u>-639,475.72</u></u>	<u><u>-348,217.50</u></u>	<u><u>-291,258.22</u></u>

Facility Maintenance Reserve Fund
Balance Sheet
As of April 30, 2014

	<u>Apr 30, 14</u>	<u>Mar 31, 14</u>	<u>\$ Change</u>	<u>Apr 30, 13</u>	<u>\$ Change</u>
ASSETS					
Current Assets					
Checking/Savings					
Umpqua Bank - Money Market	290,282.47	290,265.77	16.70	122,884.06	167,398.41
Total Checking/Savings	<u>290,282.47</u>	<u>290,265.77</u>	<u>16.70</u>	<u>122,884.06</u>	<u>167,398.41</u>
Total Current Assets	<u>290,282.47</u>	<u>290,265.77</u>	<u>16.70</u>	<u>122,884.06</u>	<u>167,398.41</u>
TOTAL ASSETS	<u><u>290,282.47</u></u>	<u><u>290,265.77</u></u>	<u><u>16.70</u></u>	<u><u>122,884.06</u></u>	<u><u>167,398.41</u></u>
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
Accounts Payable	123,719.53	123,719.53	0.00	0.00	123,719.53
Total Accounts Payable	<u>123,719.53</u>	<u>123,719.53</u>	<u>0.00</u>	<u>0.00</u>	<u>123,719.53</u>
Total Current Liabilities	<u>123,719.53</u>	<u>123,719.53</u>	<u>0.00</u>	<u>0.00</u>	<u>123,719.53</u>
Total Liabilities	123,719.53	123,719.53	0.00	0.00	123,719.53
Equity					
Fund Balance	96,288.94	96,288.94	0.00	22,291.07	73,997.87
Operating Income	70,274.00	70,257.30	16.70	100,592.99	-30,318.99
Total Equity	<u>166,562.94</u>	<u>166,546.24</u>	<u>16.70</u>	<u>122,884.06</u>	<u>43,678.88</u>
TOTAL LIABILITIES & EQUITY	<u><u>290,282.47</u></u>	<u><u>290,265.77</u></u>	<u><u>16.70</u></u>	<u><u>122,884.06</u></u>	<u><u>167,398.41</u></u>

Facility Maintenance Reserve Fund
Year-to-Date Operating Statement
July 2013 through April 2014

	<u>Jul '13 - Apr 14</u>
Ordinary Income/Expense	
Income	
Interest Income	139.74
Total Income	<u>139.74</u>
Expense	
Office Supplies	16.21
Repairs & Maintenance	
F-Dock - \$22,800	22,800.00
Old Port Office - \$9,800	9,800.00
Piling, paving, elect -\$100,000	91,119.53
Total Repairs & Maintenance	<u>123,719.53</u>
Total Expense	<u>123,735.74</u>
Other Income	
Funds Transfer In	193,870.00
Total Other Income	<u>193,870.00</u>
Operating Income	<u><u>70,274.00</u></u>

Construction Fund - Port of Newport
Balance Sheet
As of April 30, 2014

	<u>Apr 30, 14</u>	<u>Mar 31, 14</u>	<u>\$ Change</u>	<u>Apr 30, 13</u>	<u>\$ Change</u>
ASSETS					
Current Assets					
Checking/Savings					
Construction Fund Bank Accts	762,642.16	770,822.89	-8,180.73	1,554,344.45	-791,702.29
Total Checking/Savings	<u>762,642.16</u>	<u>770,822.89</u>	<u>-8,180.73</u>	<u>1,554,344.45</u>	<u>-791,702.29</u>
Accounts Receivable					
Accounts Receivable	0.00	0.00	0.00	239,033.62	-239,033.62
Total Accounts Receivable	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>239,033.62</u>	<u>-239,033.62</u>
Total Current Assets	<u>762,642.16</u>	<u>770,822.89</u>	<u>-8,180.73</u>	<u>1,793,378.07</u>	<u>-1,030,735.91</u>
TOTAL ASSETS	<u>762,642.16</u>	<u>770,822.89</u>	<u>-8,180.73</u>	<u>1,793,378.07</u>	<u>-1,030,735.91</u>
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
A/P - Construction	0.00	8,069.55	-8,069.55	638,871.19	-638,871.19
Total Accounts Payable	<u>0.00</u>	<u>8,069.55</u>	<u>-8,069.55</u>	<u>638,871.19</u>	<u>-638,871.19</u>
Other Current Liabilities					
Due To Other funds	0.00	295.00	-295.00	-3,080.00	3,080.00
Total Other Current Liabilities	<u>0.00</u>	<u>295.00</u>	<u>-295.00</u>	<u>-3,080.00</u>	<u>3,080.00</u>
Total Current Liabilities	<u>0.00</u>	<u>8,364.55</u>	<u>-8,364.55</u>	<u>635,791.19</u>	<u>-635,791.19</u>
Total Liabilities	0.00	8,364.55	-8,364.55	635,791.19	-635,791.19
Equity					
Fund Balance	1,212,169.60	1,212,169.60	0.00	1,110,548.59	101,621.01
Operating Income	-449,527.44	-449,711.26	183.82	47,038.29	-496,565.73
Total Equity	<u>762,642.16</u>	<u>762,458.34</u>	<u>183.82</u>	<u>1,157,586.88</u>	<u>-394,944.72</u>
TOTAL LIABILITIES & EQUITY	<u>762,642.16</u>	<u>770,822.89</u>	<u>-8,180.73</u>	<u>1,793,378.07</u>	<u>-1,030,735.91</u>

Bonded Debt Fund - Port of Newport
Balance Sheet
As of April 30, 2014

	<u>Apr 30, 14</u>	<u>Apr 30, 13</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Gen Obligation Bond MM-OCB	312,946.22	281,835.91	31,110.31
Total Checking/Savings	<u>312,946.22</u>	<u>281,835.91</u>	<u>31,110.31</u>
Accounts Receivable			
Due from General Operating Fund	7,381.52	0.00	7,381.52
Total Accounts Receivable	<u>7,381.52</u>	<u>0.00</u>	<u>7,381.52</u>
Other Current Assets			
Property Tax Receivable	67,552.12	64,104.00	3,448.12
Total Other Current Assets	<u>67,552.12</u>	<u>64,104.00</u>	<u>3,448.12</u>
Total Current Assets	387,879.86	345,939.91	41,939.95
Other Assets			
Bond Issue costs, net of amort.	282,476.00	294,047.00	-11,571.00
Total Other Assets	<u>282,476.00</u>	<u>294,047.00</u>	<u>-11,571.00</u>
TOTAL ASSETS	<u><u>670,355.86</u></u>	<u><u>639,986.91</u></u>	<u><u>30,368.95</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Bonds Payable - Current	275,000.00	0.00	275,000.00
Total Other Current Liabilities	<u>275,000.00</u>	<u>0.00</u>	<u>275,000.00</u>
Total Current Liabilities	275,000.00	0.00	275,000.00
Long Term Liabilities			
2007 Series Bonds	4,311,895.00	4,526,108.00	-214,213.00
2008 Series Bonds	4,414,904.00	4,619,900.00	-204,996.00
2011 Series Bonds	5,267,831.00	5,385,901.00	-118,070.00
Total Long Term Liabilities	<u>13,994,630.00</u>	<u>14,531,909.00</u>	<u>-537,279.00</u>
Total Liabilities	14,269,630.00	14,531,909.00	-262,279.00
Equity			
Operating Income	322,153.85	155,905.74	166,248.11
Total Equity	<u>-13,599,274.14</u>	<u>-13,891,922.09</u>	<u>292,647.95</u>
TOTAL LIABILITIES & EQUITY	<u><u>670,355.86</u></u>	<u><u>639,986.91</u></u>	<u><u>30,368.95</u></u>

Port of Newport

Construction Fund

April 17, 2014 to May 15, 2014

Date	Num	Name	Memo	Amount
		NO ACTIVITY		
				<u>0.00</u>

Port of Newport

NOAA Fund

April 17, 2014 to May 14, 2014

Date	Num	Name	Memo	Amount
4/22/14	12379	Jim Myers	VOID: Landscaping Plants	0.00
4/22/14	12380	Jim Myers	Landscaping Plants	204.00
4/23/14	12381	Williams Scotsman Inc	Rent Mobile Office	242.54
4/23/14	12382	Verizon Wireless	Phone charges	61.70
4/23/14	12383	Ultimate Pest Control, LLC	Monthly Pest Control	125.00
4/23/14	12384	G & K Floors	Janitorial Services	450.00
4/23/14	12385	Fastenal Company	Gloves, Adhesives, Plastic Caps	30.29
4/23/14	12386	Coastal Paper & Supply	2 Gal. Consume Drain Cleaner	33.90
4/23/14	12387	Central Lincoln PUD	Electric	69.85
4/23/14	12388	AVS Elevator	Monthly Service	162.42
4/24/14	12389	S.D.A.O. - Special Districts Assoc. of OR	NOAA Health Ins	571.74
5/1/14	12390	T & L Chemical Toilet Service	Chemical Toilet Service and Pump Out	135.00
5/1/14	12391	TCB Security Services Inc	Elevator Phone Monitoring NOAA	20.00
5/8/14	12392	Barrelhead Supply, Inc.	O Ring Assortment	11.00
5/8/14	12393	Pioneer Telephone Cooperative	bus-159375	237.90
5/8/14	12394	Thompsons Sanitary Service	Disposal & 20YD Dumpster	325.10
5/8/14	12395	Chase-Visa	Bird-X deterrent	2,197.80
5/9/14	12396	AVS Elevator	Monthly Service	162.42
5/9/14	12397	Kroger - Fred Meyer Customer Charges	Landscape supplies	161.84
4/30/14	12398	Lincoln County Public Works	Fuel	52.63
5/12/14	12399	Central Lincoln PUD	Electric	54.56
			TOTAL	<u>5,309.69</u>

Port of Newport

Operating Fund April, 17, 2014 to May 14, 2014

Date	Num	Name	Memo	Amount
4/23/14	35471	Buzy Bee Services	Tow Truck from SB Lot	50.00
4/23/14	35472	City of Newport	VOID:	0.00
4/23/14	35473	Central Lincoln PUD	VOID:	0.00
4/23/14	35474	Abby's Legendary Pizza	Pizza Commission Work Session	56.30
4/23/14	35475	Aflac World Wide Headquarters	Aflac	74.65
4/23/14	35476	Business Oregon-OBDD	655-36-02 (Q10001)	3,250.00
4/23/14	35477	Central Lincoln PUD	Electric	6,681.92
4/23/14	35478	Coastal Paper & Supply, Inc.	Paper Supplies for Restrooms and Office	3,344.38
4/23/14	35479	Dahl & Dahl, Inc	Waste Disposal	157.85
4/23/14	35480	Design Space	Customs Office	247.00
4/23/14	35481	G & K Floors	SB and Customs Monthly Maint	2,000.00
4/23/14	35482	Great America Financial Services	Copier Lease	139.60
4/23/14	35483	Newport Marine & RV Service, Inc	5 Qts Oil for Outboard CM	40.80
4/23/14	35484	NW Natural	Gas Filled	292.81
4/23/14	35485	Sherwin Williams	Paint and Primer for Kiosk	268.63
4/23/14	35486	U.G. Cash & Carry	Cleaning Supplies, Mops, Coffee, Creamer	322.18
4/23/14	35487	Verizon Wireless	Port cell phones	194.61
4/23/14	35488	Central Lincoln PUD	Water and Sewer	2,920.68
4/23/14	35489	Central Lincoln PUD	VOID:	0.00
4/23/14	35490	Central Lincoln PUD	Water and Sewer	7,653.21
4/23/14	35491	Oregon Lodging Tax	4th quarter Lodging Tax	423.80
4/23/14	35492	Pat Albaugh	Mileage and Cell Phone	114.00
4/24/14	35493	Conrad Forrest Products	PD5 Milled Whalers	6,674.40
4/24/14	35494	Donald Mann	Aflac	58.37
4/24/14	35495	Newport Food Pantry	Sponsor Newport Food Pantry and Operati	500.00
4/24/14	35496	OCZMA, Inc.	OCZMA Meeting, W. Chuck	14.00
4/24/14	35497	Special Districts Insurance Service	Health Pan	9,700.96
4/24/14	35498	Jill Gardner	Sealed Bid	1,110.00
5/1/14	35499	Allstart Auto Electric, Inc.	Battery for H-90	129.00
5/1/14	35500	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
5/1/14	35501	Doug's Electric, Inc.	Install 2 LED Lights at Fish Cleaning Static	476.00
5/1/14	35502	Fred Meyer Customer Charges	Ink Cartridges, clip boards, stapler	131.12
5/1/14	35503	Industrial Welding Supply, Inc	Gloves, Wire Brushes	80.90
5/1/14	35504	J&L Industrial Supply	Drill Press Handle, Chuck, Springs	71.54
5/1/14	35505	JC Market	Beverages and Donuts for Meeting	80.21
5/1/14	35506	M & E Septic Service, Inc	Pump Holding Tank IT	704.00
5/1/14	35507	Road & Driveway	Parking Lot sweeper IT	600.00
5/1/14	35508	T & L Chemical Toilet Service	Chemical Toilets Bayfront	436.00
5/1/14	35509	TCB Security Services, Inc	Monthly Security contract	6,262.00
5/1/14	35510	CenturyLink - Business Service	Telephone	18.33
5/1/14	35511	City of Newport	Water and Sewer	5,517.95
5/1/14	35512	Coastal Sweeping & Maint	Striping Project SB	685.00
5/1/14	35513	Direct TV	Cable SB RV Park	492.39
5/1/14	35514	Harvey's Lock & Key	PD7 RR Keys	425.00

Port of Newport

Operating Fund April, 17, 2014 to May 14, 2014

5/1/14	35515	Pro-Build	Carpet Knives	20.97
5/1/14	35516	Yaquina Boat Equipment, Inc	Bead Blast and Spray Primer for Kiosk SB	466.25
5/6/14	35517	Employee	Vacation & Comp hours	757.40
5/8/14	35518	ALSCO	Monthly Rug and Towel Rental	287.75
5/8/14	35519	Alsea Bay Power Products	Repair Riding Mower	458.90
5/8/14	35520	Barrelhead	Door Stops, Paint, Hardware	328.85
5/8/14	35521	Cardinal Services, Inc.	Temp Adm Assistant	1,524.25
5/8/14	35522	Carson Oil Company	Cardlink Fuel Commercial Marina	28.62
5/8/14	35523	Central Coast Excavating, Inc.	Filter for Terminal Storm Drain	350.00
5/8/14	35524	Central Lincoln PUD	Electric	2,090.24
5/8/14	35525	Copelund Lumber Yards, Inc..	Hardware	150.90
5/8/14	35526	Direct TV	Monthly Cable SB Annex	310.91
5/8/14	35527	MACPHERSON, GINTNER & DIAZ	Review General Business Admin	245.00
5/8/14	35528	News-Times	Meeting Notice and Legal Notice	140.51
5/8/14	35529	Pioneer Telephone Cooperative	Telephone	214.96
5/8/14	35530	Staples	Office Supplies	118.62
5/8/14	35531	Thompson's Sanitary Service, Inc	Trash Disposal	3,834.75
5/8/14	35532	Xerox Corporation	Copier Rental and Print Charge SB	98.08
5/8/14	35533	U.S.Bank	VOID: Print error	0.00
5/8/14	35534	U. S. Bank	VOID: Series 2013 Admin. Fees 4/1/14-3/	0.00
5/8/14	35535	U. S. Bank	Series 2013 Admin. Fees 4/1/14-3/31/15	600.00
5/8/14	35536	Chase - Visa	VOID:	0.00
5/8/14	35537	Chase - Visa	Headset for SB Office	317.95
5/13/14	35538	Employee	Mid Month Draw	100.00
5/13/14	35539	Employee	Employee Draw	450.00
5/13/14	35540	Cardinal Services, Inc.	Temp Adm Assistant	1,456.00
5/13/14	35541	Central Lincoln PUD	Electric	9,661.10
5/13/14	35542	Century Link	Telephone	345.77
5/13/14	35543	CenturyLink - Business Service	Telephone	48.83
5/13/14	35544	Employee	Mid Month Draw	500.00
5/13/14	35545	City of Newport	April Room Tax	1,122.31
5/13/14	35546	CXT Incorporated	Paint for Com RR	384.99
5/13/14	35547	Department of State Lands	Hoist Dock Piling Replacement Prmt	702.00
5/13/14	35548	Design Space	Office Rental	835.00
5/13/14	35549	Employee	Mid Month Draw	475.00
5/13/14	35550	Haglund, Kelley, Jones & Wilder LLP	Review Log Export Terminal	9,735.80
5/13/14	35551	Home Wire LLC	service call and install modulators	763.00
5/13/14	35552	Employee	Mid Month Draw	500.00
5/13/14	35553	Employee	Mid month Draw	300.00
5/13/14	35554	Department of State Lands	DSL Fees - Southbeach Marina	10,748.40
5/13/14	35555	Aflac World Wide Headquarters	Aflac	31.85
5/13/14	35556	Coastal Sweeping & Maint	Stripe Parking W. Lot of PD7	350.00
5/13/14	35557	Lincoln County Juvenile Dept	Clean Grass Off Docks CM	400.00
5/13/14	35558	Lincoln County Public Works	Fuel for Trucks	361.36
5/13/14	35559	Suburban Propane	Propane SB	930.15
5/13/14	35560	Toyota Lift NW	Equipment Rental	642.99

Port of Newport

Operating Fund

April, 17, 2014 to May 14, 2014

5/13/14	35561	U.G. Cash & Carry	Food and Beverages for Meeting	94.90
5/13/14	35562	Yaquina Boat Equipment, Inc	Bead Blast and Spray Primer for Kiosk SB	100.00
5/13/14	35563	Suburban Propane	Propane CM	405.47
TOTAL				<u>117,389.42</u>

**PORT OF NEWPORT
RESOLUTION NO. 2014-__**

A RESOLUTION ADOPTING INTERNATIONAL TERMINAL TARIFF NO. 1

WHEREAS, the Port of Newport has authority under the Shipping Act as a marine terminal operator to adopt terms, conditions and rates governing the use of its International Terminal; and

WHEREAS, the Port of Newport has considered a proposed tariff for its International Terminal at three public meetings; and

WHEREAS, the Port of Newport staff recommends adoption of the International Tariff No. 1 attached to this resolution; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Port of Newport hereby adopts the attached International Terminal Tariff No. 1 which shall be effective on July 1, 2014.

Section 2. Pursuant to regulations of the Federal Maritime Commission, the Port of Newport's International Terminal Tariff No. 1 shall be posted on the Port's website.

Section 3. The Port of Newport finds that the terms, conditions and rates set out in the attached International Terminal Tariff No. 1 are fair, reasonable and non-discriminatory.

Section 4. The attached International Terminal Tariff No. 1 cancels and replaces the previous Terminal Tariff and supersedes any pre-existing rates, tariffs or commission resolutions related to the International Terminal.

Section 5. The Port of Newport retains authority to modify or amend the attached International Terminal Tariff No. 1 as necessary in the future.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of May, 2014.

ATTEST:

JoAnn Barton, President

Walter Chuck, Secretary

Ayes _____
Nays _____
Absent _____
Abstain _____

INTERNATIONAL TERMINAL TARIFF NO. 1

(Cancels and replaces Terminal Tariff)

PORT OF NEWPORT

NEWPORT, OREGON

Effective: July 1, 2014



INTERNATIONAL TERMINAL TARIFF NO. 1

PORT OF NEWPORT

Effective: July 1, 2014

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SECTION I - GENERAL RULES

1. The Port

The term the "Port" shall mean the Port of Newport, Newport, Oregon.

2. Application of Tariff

A. Effective Date

This tariff shall be effective on and after the effective date as shown on each page.

B. Notice to Public; Facility Users

This tariff is notice to the public that the provisions of this Tariff, including, but not limited to, the rates, charges, rules, and regulations contained herein, apply to all Facility Users, and are enforceable by an appropriate court as an implied contract without proof of actual knowledge of the provisions contained herein. The term "Facility User" shall mean any cargo interest, vessel owner or operator, ocean carrier (whether vessel operating or non-vessel operating), freight forwarder, broker, motor carrier, rail carrier, container lessor, or any other person or entity who use or benefit from use of the Port's marine terminal facilities. Each Facility User shall be liable for noncompliance with the terms of this tariff by such Facility User's partners, officers, directors, agents, employees, invitees, contractors and/or subcontractors.

C. Reservation of Agreement Rights

The Port reserves the right to enter into agreements with common carriers, shippers, and/or their agents concerning rates

INTERNATIONAL TERMINAL TARIFF NO. 1

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and service providing such agreements are consistent with existing local, state and federal regulations.

D. Specific Commodity Rates Prevail

Rates provided for specific commodities will prevail over not otherwise specified (NOS) rates or any general commodity rate. When no specific or NOS rates are set forth in this tariff, such charges shall be based on a time, equipment, and materials basis.

E. Use of Facilities Deemed Acceptance of Tariff

Use of the Port's marine terminal facilities shall be deemed an acceptance of this tariff along with all the specified terms and conditions contained herein. It is the responsibility of the Facility User to be aware of the physical characteristics of the facilities.

3. Damage to Port Property and the Environment

A. Piling Damage Replacement

Vessels will be responsible for and charged for the replacement of any pilings damaged during their occupancy of a Port berth. Damage identified during or after a vessel's departure will be deemed to have occurred during the vessel's berthage unless the Port is notified by the vessel's agent in writing prior to tie-up of any pre-existing damage to the piling.

B. Environmental Costs

Each Facility User will be responsible for all costs associated with response to, or abatement of any spills, releases, or discharges of pollution, invasive species, or hazardous materials into the air, land, groundwater or waterways in the vicinity of Port marine terminal facilities, and/or on Port property that emanate from or

INTERNATIONAL TERMINAL TARIFF NO. 1

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are caused by the Facility User's vessel, equipment, or operations. If a Facility User does not immediately commence clean up, the Port may undertake clean up operations, and the Facility User will reimburse the Port for all such costs within thirty (30) days of written demand by the Port. With respect to invasive species, recoverable environmental costs include without limitation costs associated with quarantine, fumigation, pesticide or herbicide application, and actions taken at the request of state or federal authorities with authority over invasive species control.

C. Other Property Damage

Each Facility User will be responsible for any damage caused by the Facility User, either by act or omission, to Port property or operations, or the property of any terminal operator, tenant, or other user, and shall reimburse the Port or other party for any such damage within thirty (30) calendar days of written demand.

4. Performance of Services on Port Facilities

The Port reserves the right to perform all services and furnish all equipment, supplies, and material in connection with the operation of its marine terminal facilities. No person, firm, or corporation shall be allowed to perform any services on the Port's marine terminal facilities without written permission from the Port. Those permitted to perform services shall apply, as well as adhere to, this tariff and any additions, revisions, or supplements.

5. Shipper's Requests and Complaints

Any party may initiate inquiries or complaints on matters relating to rates, charges, rules, and regulations contained in this tariff by filing a fully documented statement with the General Manager, Port of Newport, 600 SE Bay Boulevard, Newport, OR 97365.

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6. Definitions

A. Holiday

Any legal holiday proclaimed by state or national authority or designated by applicable collective bargaining agreements.

B. Point or Place of Rest

That area on the marine terminal facility assigned for receipt of inbound cargo from the vessel and for receipt of outbound cargo for vessel loading.

C. Unitized Cargo

Cargo prepared or packed for routine handling with Port mechanical equipment.

7. Metric Conversion Table

Metric conversion factors to be used in determination of charges assessed under this Tariff are as follows:

<u>MEASURE</u>	<u>METRIC EQUIVALENT</u>
1 pound	.4536 kgs.
1 ton (2000 lbs.)	907.2 kgs.
1 inch	2.54 cms.
1 yard	.9144 mtrs.
1 cu. foot	.0283 cu. mtrs.
40 cu. feet	1.1327 cu. mtrs.
1 gallon	3.7854 liters

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<u>MEASURE</u>	<u>U.S. EQUIVALENT</u>
1 kg.	2.2046 lbs.
1000 kgs.	2204.6 lbs.
1 cm.	.3937 inches
1 meter	39.37 inches
1 cu. mtr.	35.314 cu. ft.
8.33 lbs.	1 gallons of water

CONVERSION FORMULAS

Kilograms to Pounds.....	Multiply Kilograms by 2.2046
Pounds to Kilograms.....	Multiply Pounds by .4536
Cu. Meters to Cu. Feet.....	Multiply Cu. Meters by 35.314
Cu. Feet to Cu. Meters.....	Multiply Cu. Feet x .0283
Feet to Meters.....	Multiply Feet x .3048
Meters to Feet.....	Multiply Meters x 3.281

8. Conditions for Acceptance, Retention, or Delivery of Cargo

A. Right to Exclude Explosives, Nuclear Materials, Invasive Species, Hazardous and Inflammable Commodities

At the Port's option, subject to federal, state, and city regulations, special arrangements may be made to exclude or to process explosive, nuclear materials, invasive species, hazardous, or inflammable commodities or materials at the marine terminal facilities.

B. Right to Refuse Cargo

The Port reserves the right (without responsibility for demurrage, other charges, loss, or damage) to refuse to accept, receive, or unload cargo, or to demand that cargo which has

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been unloaded be returned to the discharging vessel. In addition, the Port can refuse to allow vessels to discharge:

- (1) Cargo, for which previous arrangements for space, receipt, unloading, or handling have not been made with the Port by the shipper, consignee, or carrier.
- (2) Cargo, deemed extremely offensive, perishable, hazardous, or likely to contain invasive species.
- (3) Cargo not in packages or containers suitable for ordinary handling incidental to its transportation.

C. Right to Remove, Repack or Recondition, Repile, and Transfer Cargo

At the Port's option, cargo shut out at clearance of the vessel may be piled or repiled to make space; transferred to other locations within the marine terminal facilities; or relocated to public or private warehouses with all expense and risk of loss or damage for the account of the owner, shipper, consignee, or carrier.

At the Port's sole discretion, cargo considered hazardous, offensive, or by its nature liable to damage other cargo, can be either removed from the marine terminal facility, repacked, or the original packaging may be reconditioned. All expense and risk of loss or damage will be that of the owner, shipper, consignee, or carrier. These expenses include, but are not limited to, surveying, reconditioning, containment, government fines or assessments, and additional labor or equipment requirements.

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D. Right to Sell Cargo

The Port may sell at public or private sale, any cargo on which the owner fails to or refuses to pay marine terminal facility charges. The proceeds of the sale are to be applied first to the cost and expense of sale and thereafter to the charges. Cargo of a perishable nature or of a nature liable to damage other cargo or property may be sold at public or private sale without advertising.

E. Right to Withhold Delivery

The Port reserves the right to withhold delivery of any cargo until all accrued marine terminal facility charges have been paid in full.

9. Information to be Supplied to the Port

The Port may require such information as is reasonably available for the efficient conduct of its operations including, without limitation, the following:

A. Manifests

Masters, owners, agents or operators of vessels are required to furnish the Port with complete copies of vessels' manifests showing cargo descriptions, names of consignees and/or consignors, and the weights or measurements of all cargo loaded or discharged at the Port's marine terminal facilities. Manifests must also designate the basis (weight or measurement) on which rates were assessed. In lieu of manifests, certified cargo lists, copies of ocean bills of lading, or "boat notes" or "mates' receipts" containing all information as required above may be accepted. Such information must be received by the Port within 5 days prior to the vessel's arrival at the Port's marine terminal facilities.

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B. Dangerous Cargo List

Must be received prior to vessel arrival.

10. Billing in U.S. Measure

Upon customer request, billing will be performed on the basis of U.S. Measure in accordance with the conversion factors published with this tariff. The billing rates will reflect the conversion from 1 K/T or C/M basis to a S/T or 40 C/F basis, respectively.

11. Safety, Environmental, and Other Laws

A. Safety

All Facility Users shall comply with all applicable health and safety laws and regulations, including, without limitation the Occupational Safety and Health Act (OSHA), Oregon OSHA and/or the Pacific Marine Safety Code governing longshore safety.

B. Environmental Laws

All Facility Users shall comply with all applicable environmental laws, rules, or regulations promulgated by federal, state, or local regulatory bodies and by the Port.

C. Other Laws

In addition to any laws, rules, or regulations specifically referenced in this tariff, all Facility Users shall comply with any other applicable laws, rules, or regulations promulgated by federal, state, or local regulatory bodies and by the Port.

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12. United States Coast Guard Compliance

All ocean-going vessels using or scheduled to use a Port berth shall be in compliance with the United States Coast Guard (USCG) rules and regulations. At any time, while at berth, a vessel is determined by USCG to be in noncompliance or substandard, or if the cargo operation is interrupted or ordered to stop by USCG authorities or the Captain of the Port, the vessel/owner(s)/operator(s) shall be liable for all consequential delays, damages, and costs; and the Port shall have the right to order the vessel to vacate the berth if the cargo operation has not resumed within one hour from the time it stopped, subject to USCG approval.

If at any time, prior to the vessel's berthing, it is determined by the USCG that the vessel is deficient, the vessel's agent/master/owner(s)/operator(s) shall immediately notify the Port indicating the nature of the deficiency so determined. Depending on the deficiency's potential impact on the cargo operation, the Port shall have the right to reject or void the vessel's application for berthing until the deficiency is corrected, and the correction is acceptable to the USCG.

13. Security Fees

In order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the Maritime Transportation Security Act of 2002 and the USCG Regulation 33CFR§105, the Port will assess against and collect from ocean-going vessels, their owners, or operators for the use of terminal working areas a Port Security Fee. Such fee, in the amounts set forth in the tariff, shall be in addition to all other fees and charges due under the tariff.

Security fees will be charged at marine terminal facilities for which the Port provides security. For a container vessel, the fee will be assessed against all loaded containers, both import and export. Empty containers will not be assessed this fee. No additional security fee will be assessed against the container vessel itself. For non-container

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vessels, the charge will be assessed against the vessel on a per-dockage-day basis.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC level mandated by the U.S. Department of Homeland Security.

The Port Security Fee shall be \$895 per day. This fee may be modified from time to time to cover the actual costs of equipment and labor to adequately provide security to the terminal.

14. Charges and Payment

A. Collection and Guaranty of Charges

(1) Wharfage, Service and Facilities, Loading and Unloading, and Miscellaneous Charges:

- (a) Wharfage, service and facilities, loading and unloading, and miscellaneous charges shall be assessed to the owner of the cargo when they are not absorbed by the ocean or inland carriers or the shipper.
- (b) Charges for wharfage, service and facilities, loading and unloading, and other Port charges for services performed on cargo transshipped by ocean carriers shall be billed to and payment guaranteed by the vessel, its owners, or operators.

15. Terms of Payment

Use of Port marine terminal facilities or service is conditioned upon satisfactory assurance to the Port that all charges will be paid when

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due. Charges are due and payable as they accrue or on completion of service or use.

16. Requirements for Payment in Advance

The Port shall require payment in advance for each of the following:

A. Berth Assignment

Before vessel is assigned a berth and commences its loading or unloading operations. These charges are billed to the vessel, its owners, or agents.

B. Cargo Custody and Control

Before cargo leaves the custody and control of the marine terminal facilities for inbound shipments and before outbound cargo is released from the custody and control of the terminal. These charges are billed to the cargo owner, shipper, or consignee.

C. Perishable, Doubtful Value, Household Goods

For all services provided on perishable cargo, cargo of doubtful value, and household goods.

D. Payment Terms are Cash

Unless credit for its charges has been extended by the Port as provided in this Section 16.D, all Port invoices for its charges pursuant to this tariff or other agreement are due and payable in United States currency upon presentation to the vessel, her owners or agents.

Port customers, prior to the use of marine terminal facilities or services, may receive extended payment terms, provided they

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have established credit worthiness or have posted adequate security acceptable to the Port. Conditions under which extended payment terms may be granted are outlined in the Supplement to Application for Vessel Berth Reservation.

If payment is not made by the person or persons, or entity or entities, to whom credit has been extended by the Port according to the terms of such credit extension, then such person or persons, entity or entities may be, following the failure to properly make payment, placed on a cash payment basis by the Port.

E. Delay and/or Failure to Pay

In the case of delay or failure to pay invoices when due, the Port reserves the right to demand payment of charges in advance before further services will be performed or before delivery of cargo against which charges have accrued. Any pending or alleged claims against the Port will not be allowed as an offset against outstanding invoices or accrued charges.

F. Delinquent Invoices

Invoices issued by the Port are due and payable no later than 30 days from invoice date. Invoices not paid by the due date shall bear a delinquency charge of 18% per annum or, if less, the maximum rate of interest allowed by law, from the date of delinquency until paid. The delinquency charge on the overdue amounts shall be subject to periodic change in the sole discretion of the Port. The Port's failure to impose a delinquency charge shall not be a waiver of the Port's other rights and remedies for such delinquent payment, nor of the Port's right to later charge and collect a charge for such delinquency. Acceptance of any delinquency charge by the Port shall in no event prevent the Port from exercising any of the other rights and remedies granted under this tariff or by law. Any and all services provided or

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performed pursuant to this Tariff shall give rise to a lien in favor of the Port against the vessel, container, chassis, cargo or any other tangible property whatsoever.

G. Collection Expenses

Any and all additional collection expenses, including, without limitation, attorney fees and costs necessary to effect collection, may also be assessed.

H. Remedies

The Port reserves all rights to pursue any and all remedies available under applicable law or in equity in the event of delinquencies or other noncompliance with this tariff.

17. Insurance and Indemnification

A. Insurance

Every party using Port marine terminal facilities shall obtain and maintain insurance in the type applicable to cover bodily injury and property damage arising out of their work at or upon the marine terminal facilities. The following is the minimum insurance coverage that must be secured:

- (1) Workers' Compensation Insurance (including Longshoremen & Harbor Workers Act, if applicable). This coverage is required under federal and state statutes for all the party's employees performing its work. In addition, Employer's Liability and Maritime Employer's Liability (including Jones Act coverage for masters and members of crew), as applicable, in an amount not less than \$1,000,000 per occurrence.
- (2) Commercial General Liability and/or Comprehensive Marine General Liability, Stevedore's Liability, Protection and

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Indemnity, Charterer's Legal Liability, Sudden and Accidental Pollution Liability, and any other insurance required by state and federal law, as applicable, with separate limits of \$5,000,000 each coverage, per occurrence. Coverage should include liability assumed under contract; broad form property damage covering property in the insured's care, custody, and control; and coverage for claims for bodily injury, personal injury, death, or property damage occurring on, in, or about any vessels being loaded or unloaded by a party on Port premises and adjoining areas.

- (3) Every party shall submit to the Port, upon request, certificate(s) of insurance as evidence of the required coverage. Such insurance shall provide that the Port is to be given 30 days' prior written notice of any cancellation. Such insurance shall be primary, and shall not seek contribution from any insurance or self insurance carried by the Port. Failure of the Port to request the proof of insurance required herein, or to notice discrepancies in the evidence submitted, shall not excuse a party from the insurance requirements of this tariff.

B. Indemnification

Every Facility User shall defend (using legal counsel acceptable to the Port), indemnify, and hold harmless the Port from and against, and reimburse the Port for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following: (a) any act, omission, or negligence of the Facility User; (b) any use, occupation, management, or control of any portion of the Port's marine terminal facilities by the Facility User, whether or not due to the Facility User's own act or omission and whether or not occurring on the

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marine terminal facility; (c) any breach, violation, or nonperformance of the regulations, rules, and terms of this tariff; (d) any damage caused by the Facility User on or to the marine terminal facility; or (e) any spill, release, or discharge of pollution, invasive species, or hazardous materials into the air, land, groundwater, surface water or sediments at or in the vicinity of any of the Port's marine terminal facilities that are associated with or relate to, or are caused by, the Facility User, including but not limited to the Facility User's vessels, equipment, or operations. For purposes of this rule "Facility User" shall be deemed to include Facility User and Facility User's respective partners, officers, directors, agents, employees, invitees, contractors, and/or subcontractors, and the "Port" shall be deemed to include the Port, its commissioners, directors, employees, and agents.

18. Application of Carrier Bills of Lading

It is hereby expressly agreed between the Port and each carrier using the Port's marine terminal facilities that as a condition and in consideration of using those facilities, the Port, as well as any and all of its employees, servants, agents and/or independent contractors (hereinafter as used in this paragraph, "Port Parties") used or employed in connection with the performance of any of the carriers' obligations under their various bills of lading (each a "B/L") shall be treated as and shall be express beneficiaries under those B/Ls through the inclusion of a Himalaya Clause in each carrier's B/L. As such, the Port and Port Parties shall have the benefit of all rights, defenses, exemptions from, or limitations on liability and immunities of whatsoever nature to which the carrier(s) are or may be entitled under the provision of any B/L or by law so that the Port and Port Parties shall not, under any circumstance, be under any liability in either contract or tort greater than that of the carrier(s) themselves. Each carrier shall indemnify the Port and Port Parties from and against, and reimburse the Port and Port Parties for, any liability, damage and claim (and all expenses connected therewith, including, without limitation, reasonable attorneys' fees and costs) arising out of loss or damage of cargo if such carrier fails to incorporate in its B/L, or through contract or otherwise fails to apply to the cargo, such rights, defenses,

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exemptions, and immunities and as a result the Port or any Port Parties are unable to take advantage of any such rights, defenses, exemptions, and immunities that would otherwise be available to the Port or Port Parties.

19. No Warranty as to Depth of Water at Berth

When accepting a request and issuing a berth assignment the Port of Newport makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. The Port of Newport makes every effort to maintain adequate water depths, but depths vary continually because of the influence of tidal changes, volume of river flow and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel.

20. Excess Cargo Value

Each carrier will indemnify the Port from and against, and reimburse the Port for, any liability, damage, and claim (and all expenses connected therewith, including, without limitation, attorneys' fees and costs) arising out of cargo loss or damage occurring on the marine terminal facilities in excess of \$500 per package lawful money of the United States, or in case of goods not shipped in packages per customary freight unit, if the shipper has declared a value in excess of \$500 per package or customary freight unit and paid to carrier a higher freight rate by reason of such excess value declaration.

21. Limits of Liability

No provision contained in this tariff shall limit or relieve the Port from liability for its own negligence nor require any person, vessel, or lessee to indemnify or hold harmless the Port or Port Parties from liability for the Port's own negligence.

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22. Sovereign Immunity

To the extent any carrier calling the Port terminal has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, such carrier hereby waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding, the defense or claim of sovereign immunity, any claim that it is not personally subject to the jurisdiction of the above named courts by reason of sovereign immunity or otherwise, that it is immune from any legal process (whether through service of notice, attachment or arrest prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this tariff may not be enforced in or by such courts. Each carrier waives immunity from attachment or arrest of its vessels and property.

23. Responsibility for Demurrage and Delays

A. Demurrage

- (1) Vessels: The Port shall assume no responsibility whatsoever for any vessel demurrage, except for that caused by the Port's own negligence.

B. Waiver of Charges for Delays

Delays in loading, unloading, receiving, delivering, or handling of cargo arising from strikes, slowdowns, or riots by any persons in the employ of the Port or in the services of others or arising from any other cause shall not entitle owners, shippers, consignees, or carriers to waive any terminal charges or expenses.

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24. Responsibility for Loss, Damage & Delay of Merchandise & Cargo

A. Port's Responsibility Limited

- (1) The Port shall not be responsible for any loss, damage, or delay of merchandise, cargo, or containers which may arise from any cause beyond its direct authority and control, nor for any cause except for want of due diligence.
- (2) Further, the Port, except for the Port's own negligence, shall not be liable for any personal injury, damage, or loss (including, without limitation, damage to containers) that results from:
 - (a) animals, insects, rodents, or vermin;
 - (b) decay, deterioration, evaporation, shrinkage, or loss of quantity, quality, or value from inherent vice of product;
 - (c) interruptions in electrical power, fire, frost, leakage, or discharge from fire protective sprinklers, oxidation, or rusting;
 - (d) civil disorder, insurrection, terrorism, or riot;
 - (e) strike, labor policies or practices, compliance with collective bargaining agreements, slowdown or labor stoppage whether or not agents or the employees of the Port are involved;
 - (f) delay caused by shortage of qualified labor; or
 - (g) wind, flood, earthquake, governmental action, war, acts of God, or other causes of similar nature.

B. Responsibility as Warehouseman

- (1) Except as limited by specific provisions, liability for loss, damage or delay to merchandise, cargo, or containers while in the care, custody, or control of the Port at any time specified in this tariff shall be that of a warehouseman only.

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C. Valuation of Merchandise for Claims Purpose

- (1) Any claims against the Port shall be based upon the actual cost of the merchandise plus freight and insurance, if paid. Claims for partial loss or damage of merchandise shall be prorated based upon the weight of the lost or damaged portion versus the entire shipment.

25. Claims

A. Loss or Damage Claims

- (1) Notice of claim against the Port for loss of or damage to merchandise, cargo, or containers including, but not limited to, indemnity claims, must be filed with the Port, in writing, within 180 days of the occurrence of the alleged loss of or damage to the merchandise, cargo, or containers. Commencement of an action shall be within 2 years of the occurrence of the alleged loss of or damage to cargo or merchandise.

B. Recovery of Overcharge Claims

- (1) Claims for recovery of overcharges must be filed in writing with the Port within 12 months following the date of the invoice against which the overcharge is claimed.

26. U.S. Government Cargo - Quoting and Filing Rates and Charges

Rates and charges assessed by the Port for marine terminal facilities and/or services, that are paid directly to the Port by the U.S. government, may be quoted upon request.

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27. Electrical Current

A. Electrical Rates

- (1) The charge for electric service includes electric power at either Central Lincoln PUD's current tariff rate, use of the power distribution system at the applicable terminal which includes use of portable transformers as available or necessary, common area lighting as well as related administration, services, and equipment. These charges are in addition to the charges for other services and equipment listed elsewhere in this tariff.
- (2) The Port will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. The Port shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service not occasioned by its tortuous conduct or that of its agents or employees.
- (3) Labor Services performed will be billed at tariff labor rates.

28. Fresh Water

Fresh water will be furnished at tariff rates. Rates include use of couplings, hoses, and labor required between 7 a.m. and 3:30 p.m. Monday through Friday, excluding holidays. Labor for water hooked up and/or disconnected during other hours will be billed at rates calculated from the labor rates table.

29. Fuel

Fuel will be provided, if available, through outside third-party suppliers and charged at cost plus three cents per gallon.

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30. Disposal of Vessel's Oily Waste and Garbage

Vessels requiring discharge of oily waste or garbage, as defined in Annex V of MARPOL 73/78, at the Port shall obtain the services of an oily waste or garbage hauler that meets all USCG and other government laws and regulations in effect at the time of the haul.

The oily waste or garbage hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission, or negligence of any such oily waste or garbage hauler.

31. Materials and Supplies

Materials and supplies furnished by the Port shall be billed at cost, plus 25%.

32. Rates for Cleaning Dock Area

This service performed will be billed at the labor and equipment rates. In addition, disposal costs will be charged to any stevedore firm or Port customer who does not clear the dock areas of dunnage, stevedore gear, equipment, or material upon completion of loading or discharging of vessel.

33. Passenger Traffic Fee

In addition to other tariff provisions, the terms and conditions of this item apply and charges are assessed to cruise ships.

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SECTION II - DOCKAGE RULES

1. Dockage Definition

The charge assessed against the vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.

2. Basis For Establishing the Vessel's Length

Dockage charges shall be based upon the vessel's length overall as published in "Lloyd's Register of Shipping." Length overall shall be construed to mean the linear distance, expressed in meters or feet, from the most forward point of the bow to the aftermost point on the stern of the vessel, measured parallel to the baseline of the vessel. If the length overall of the vessel does not appear in "Lloyd's Register of Ships," the Port may obtain the length overall from the "Vessel's Register," or measure the vessel.

3. Dockage Period

The Dockage period is calculated by the period of time upon which dockage will be assessed and shall commence when the first line is made fast to a wharf, pier, seawall, slip, or other mooring facility or when a vessel is made fast to a vessel so berthed; or when a vessel comes within, or moors within, a slip; and shall continue until such vessel is completely free (last line free) from and has vacated such berth or slip. No deductions will be allowed for Saturdays, Sundays, holidays, or because of weather or other conditions. Dockage periods are calculated in 24-hour periods beginning with the first line. Idle time from different dockage periods may not be accumulated to constitute a lay period. The number of dockage periods billed, when lay status is involved, will not exceed the total number of dockage periods the vessel is on berth. When lay status is involved, the calculation of total dockage charges will be first based on the number

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of working periods and then lay periods, if any. For vessels charged dockage, the data necessary to charge dockage (data sheet, statement of facts, or other) must be sent to the Port no later than 3 days after departure of the vessel. If this data is not received within the 3 days, a billing/rebilling fee will be assessed.

4. Charge on Vessel Shifting

When a vessel is shifted directly from one wharf (berth) to another wharf (berth) operated by the Port, the total time at such berths will be considered together in computing the dockage charge.

5. Ocean-Going Barges

Ocean-going barges are considered within the definition of vessels.

6. Dockage Charge — Vessel on Lay Status

To qualify for 50% of the regular dockage rate, the vessel must be idle at its working berth waiting to discharge and/or load cargo on a weekend day or holiday. For vessels at a working berth which have operations interrupted for 1 or more consecutive 24-hour periods due to lack of cargo or labor availability, lay status may also be granted. The vessel must have attempted to and been willing to work these hours. Lay status requests at working berths should be received by the Port prior to vessel departure. A vessel may be permitted to moor at an idle port marine terminal berths when such berth is available. Lay status MAY be granted when berths are available and at the discretion of the Port's Operations Manager or designee. Upon vessel's departure from berth, agent will submit Vessel Activity Report, Supercargo Report, Statement of Facts, or other official documentation describing activity of loading/discharge pertinent to vessel stay, to the Port's Billing Department to aid in application of lay status. Such vessels and unmanned barges shall be charged 50% of the applicable dockage charge. For vessels on lay status for 10 consecutive days and longer or vessels performing ship maintenance work upon written permission

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from the Port's Operations Manager or designee, prior to the idle period, a special lay status may be granted when berths are available.

7. Dockage Charge — Tug Boats on Lay Status

Lay status, which is defined as waiting for a berth to discharge and/or load cargo, take on provisions, or make repairs, may be permitted to allow tug boats to moor at idle Port marine terminal berths when such berths are available. Lay status may be granted with a written request to the Port and written permission from the Port prior to the idle period. Lay status MAY be granted when berths are available and at the discretion of the Operations Manager. Tug boats which are granted lay status will be charged per 24-hour period or fraction thereof. The first 12-hour period will be free, then lay status charges will begin.

8. Berth Assignments

Berth Assignments will be issued at the sole discretion of the Port to the owners, agents, or operators of vessels for use of a specific berth by a specific vessel.

9. Vessels Required to Obtain Berth Assignments

No vessel will be permitted to berth at a wharf or marine terminal facility of the Port without a prior berth assignment being granted by the Port. Applications for berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

10. Vessels Required to Vacate Berths

The Port reserves the right to order a vessel to shift its position at a wharf, to change berths, or to vacate a berth when:

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- A. Not actually engaged in loading or discharging cargo.
- B. When occupying a berth beyond the time limitation named in the assignment.
- C. When a vessel holding an agreement granting the preferential use at that berth at that time presents itself at the berth.

Any vessel refusing or failing to shift, change berth, or vacate berth at request of the Port may be shifted or moved by the Port by means of a tug or otherwise, with all expenses incurred and all risk of damage for the account of such vessel.

11. Rafts, Barges, Scows, or River Craft

Rafts, barges, scows, or river craft may not be moored to wharves or piers or tied up to any vessel berthed without the express permission of the Port.

12. Ship Maintenance Work

Limited ship maintenance work may be allowed at any marine terminal facility upon written permission from the Port. No spray painting or sandblasting of vessels will be permitted. Dockage rates for ship maintenance will be subject to negotiation. A completed Berth Application Form, Proof of Insurance, and Work Plan must be submitted to the Port Operations Manager for consideration of the request, prior to granting of written permission. Any ship undergoing maintenance must possess a valid Certificate of Financial Responsibility and it must be on file with USCG. Any entity performing ship maintenance work must provide the Port with proof of insurance prior to the commencement of work.

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13. Dockage Charges

Dockage charges will be assessed against vessels, barges, their owners, operators and/or agents in accordance with the following schedule:

<u>LENGTH OVER-ALL</u> <u>IN METERS</u>	<u>FEET</u>	<u>RATE PER DAY</u>
0 – 107	0.00 - 351.05	\$1,627
107 – 114	351.05 - 371.02	\$1,792
114 – 122	371.02 - 400.26	\$1,981
122 – 130	400.26 - 426.51	\$2,203
130 – 137	426.51 - 449.48	\$2,373
137 – 145	449.48 - 475.72	\$2,607
145 – 152	475.72 - 498.69	\$2,960
152 – 160	498.69 - 524.93	\$3,527
160 – 168	524.93 - 551.18	\$3,639
168 – 175	551.18 - 574.15	\$3,822
175 – 183	574.15 - 600.39	\$4,373
183 – 191	600.39 - 626.64	\$5,092
191 – 198	626.64 - 649.99	\$5,787
Above 198	Above 650	\$5,787 (plus \$8.90 per foot

14. Exceptions to Regular Dockage Rates

Vessels meeting all the following requirements:

Not over 200 feet in length

Not loading or unloading cargo for transshipment

Not loading or unloading passengers

And granted permission by the Port of Newport to berth at the Terminal will be charged a dockage rate of \$0.80 per foot per day.

Vessels of the U.S. Government and the State of Oregon may, at the discretion of the Port of Newport, be berthed at the Terminal without charges.

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SECTION III - BREAKBULK RULES

1. Service and Facilities – Definition

Service and Facility charges are assessed against vessels, barges, their owners, operators or agents, which load and/or discharge cargo at the Terminal, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or checking, care, custody and control of cargo required in the transfer from:

- A. vessels to consignee, their agents or connecting carriers,
- B. shippers, their agents or connecting carriers to vessels.

Service and Facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks which by custom of the Port are normally employed by the vessel, its owner, operator or agent.

2. Service and Facilities Charge – Charges

Service and Facility Charges will be assessed in accordance with the following schedule based on the 1000 kilos or 1000 board feet, unless otherwise specified under individual items:

LOGS - (Per 1000 Boardfeet - Scribner)	\$7.75
CANTS - (Packaged per 1000 Boardfeet)	\$6.00
LUMBER - (Packaged per 1000 Boardfeet surfaced)	\$4.63
LUMBER - (Packaged per 1000 Boardfeet rough)	\$5.22
PLYWOOD, VENEER, CORESTOCK, HARDBOARD, ETC. - (Per 1000 Kilos)	\$5.87
UNITIZED CARGO - PULP ETC. (Units of minimum 2000 Kilos)	\$3.49
OTHER COMMODITIES - NOS	
Per Metric Ton or 1000 Bdft	\$6.83
Per Cubic Meter	\$5.69

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3. Direct Transfer Rates

Direct transfer rates apply against cargo loaded or discharged by vessels directly to or from self-propelled vehicles.

4. Overside Operation

Overside rates apply against cargo that is loaded or discharged by vessels direct to or from water or barge.

5. Wharfage – Definition

Wharfage is a charge assessed against either cargo or vessel on that cargo passing or conveyed over, onto, or under wharves or between vessels (to or from the water, barge, or lighter) when berthed at wharf or when moored in a slip adjacent to a wharf. Wharfage is the charge for use of a wharf and does not include charges for any other service. The tariff rate charged will be that rate in effect on the date the vessel arrives for cargo operations.

6. Wharfage Assessment

Wharfage will be assessed subject to the following provisions:

- (1) **Basis for Assessing Wharfage:** Wharfage is considered earned and is assessed irrespective of whether the cargo is loaded to a vessel. Wharfage rates are based upon the commodity description and classification as described in the vessel manifest. Rates are per K/T unless otherwise stated in individual tariff items. When the wharfage rate unit of measure is expressed in either C/Ms or K/Ts, the charge will be made on the unit of measure that is manifested by the vessel. However, if cargo is manifested on a unit basis, the wharfage will be billed on weight or measurement, whichever creates the greater revenue.

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- (2) Wharfage Assessed Against Direct Transfer Services- Trucks: All cargo moved directly from trucks to vessels, or vice versa, is subject to full wharfage assessment. See specific item categories for rates.
- (3) Wharfage Assessed Against Overside Vessel Operations: Cargo discharged or loaded overside a vessel directly to or from another vessel, barge, raft, or the water, while the vessel is berthed or moored in a wharf slip, will be assessed wharfage at one-half the normal wharfage rates. This rule will not apply in cases when any other specific "overside" tariff rate is applicable.
- (4) Exceptions: Ship's stores, repair materials, and supplies, when intended for a vessel's own use, will be exempt from assessment of wharfage unless Port employees are required to receive and account for such supplies or stores on the wharf.
- (5) Dunnage, Lining Lumber, and Fuel: Dunnage for use in stowing cargo not loaded at Port wharves, lining lumber used in lining vessels for shipment of bulk commodities (as distinguished from dunnage lumber used in ordinary stowage), and fuel processed over the wharves are subject to wharfage and other appropriate charges.
- (6) Minimum charge: The minimum wharfage charge for any single B/L is \$10.00.

7. Wharfage Charges

Wharfage will be assessed in accordance with the following schedule based on 1000 board feet or 1000 kilos unless otherwise specified under individual items:

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LOGS - (1000 board feet Scribner scale) ex dock	\$9.50
CANTS - (Per 1000 board feet)	\$6.00
LUMBER - Packaged (Per 1000 Boardfeet Rough)	\$4.55
LUMBER - Packaged (Per 1000 Boardfeet Surfaced)	\$4.03
PLYWOOD, VENEER, CORESTOCK AND HARDBOARD	\$3.96
PULP, LINERBOARD - (Bales or Rolls)	\$2.72
OTHER COMMODITIES NOS - (Per 1000 kilos)	\$5.57
(Per Cubic Meter)	\$4.57

8. Services Conditional

The Port reserves the right to refuse to perform services in connection with processing of cargo owned by, consigned to, or received from, persons, firms, or corporations who are involved in strikes or labor disputes. Refusal by the Port to complete such services does not entitle owners, shippers, consignees, or carriers of such cargo to waiver of any charges or costs incurred. Also, the Port is not liable for any claim(s) for damages arising out of its refusal. Should these services be performed by the Port, its employees, or agents, and completion of the service is delayed or hindered by picketing, by a labor "slowdown", or by similar circumstances, all charges and costs associated with the service will be nonetheless assessed according to the rates, regulations, and rules of this tariff.

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9. Truck Loading and Unloading

A. Definition and Conditions

Truck loading and unloading refers to the service of loading or unloading unitized cargo into highway trucks or trailers.

Drivers are responsible for the safe operation of their vehicle including, but not limited to, proper loading while not exceeding documented height, weight, or length limitations. The Port accepts no responsibility for consequences arising out of improper loading of any vehicle to heights, weights, and lengths in excess of the capacity of the vehicle and in excess of local, state, or federal regulations.

10. Labor and Equipment

When rates for labor and equipment are not otherwise specified in this tariff, labor rates and equipment rates will apply.

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SECTION IV – CARGO STAGING AREA

1. Cargo Staging Area

The Port owns approximately 3.3 acres immediately adjacent to the International Terminal berth that is available for rent on a short-term basis to accommodate cargo staging, vessel loading and vessel off-loading needs of Port customers

2. Base Rent

The rental charge for the Cargo Staging Area is \$2,000 per week for each period of seven days and \$300 per day for periods of less than seven days. The Cargo Staging Area will be available on a reservation basis and will be documented in a rental agreement. Upon signing of the rental agreement, the user shall tender 1.5 times the base rent. The Port will refund any amount in excess of the actual rental charges for the Cargo Staging Area within 10 days following the expiration of the rental agreement.

3. Additional Payments

During the term of the Cargo Staging Area rental agreement, the user will also pay:

- A. All charges for heat, light, power, water, sewage and any other service or utility;
- B. Any assessment, levy, charge, penalty, lien or other amount asserted or imposed as a claim or charge as a result of the use of or activities of the Cargo Staging Area.

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4. Indemnification and Insurance

The user of the Cargo Staging Area is required to comply with all General Rules in Section I of this Tariff and to indemnify the Port and provide insurance consistent with the terms of Section I-17 of this Tariff.

5. Remedies on Default

In the event the Rental Agreement for use of the Cargo Staging Area terminates and the user does not immediately surrender possession of the Cargo Staging Area, the Port may lawfully and at its option immediately, or at any time, without demand or notice, enter onto the premises and repossess the same and expel user's effects at the expense of user, forcibly if necessary, and store the same, all without being deemed guilty of trespass or other wrongful act. In addition, if the Port retakes possession of the Cargo Staging Area following termination of Rental Agreement for breach, user will pay the Port all the reasonable costs of reentry, including but not limited to the cost of any clean-up, refurbishing, removal and storage of user's property and other expenses occasioned by user's failure to quit the Cargo Staging Area as required and to leave it in the required condition.

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SECTION V - LABOR RULES

1. General Labor Rules Statements

A. Specific Labor and Equipment Rates

When services are performed by the Port or its agent for which no specific tariff rates are applicable, the labor charges for such services shall be billed on an hourly basis using the labor rates in this section. Equipment rates will be billed.

B. Dead Time

Billable dead time occurs when the Port is required to furnish labor for a specific service and such service is completed before the expiration of the required paid time under labor's working agreements. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

C. Standby Time

Billable standby time occurs when the Port is required to order labor for a specific service at a stated time and, through no fault of the Port, the service cannot begin or the service in progress is delayed. The labor charges for such services shall be billed on an hourly basis using the labor rates in this section.

D. Commodity Penalty Rates

Commodity penalty rates are those rates established by prevailing labor agreements for the handling of certain types of commodities. These rates are in addition to the published labor rates.

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2. Labor Rates

Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract.

3. Lines Service

The manning and charges derived thereof shall be determined by the Port of Newport and the I.L.W.U. Local #53.

Rate Schedule Lines Service

S/T – O/T

Handling Lines.	2 men	520.00-656.00
Handling Lines.	4 men	1061.00-1317.00
Handling Lines.	6 men	1575.00-1973.00
Handling Lines.	8 men	2153.00-2631.00

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SECTION VI - EQUIPMENT RULES

1. Equipment Rules
 - A. Equipment is rented AS IS with NO WARRANTIES of any kind, express or implied, at the risk of the renter and at the convenience of the Port. Equipment is for use on Port marine terminal facilities.
 - B. Rates named do not include operator or operational labor of any kind.
 - C. Equipment will be charged for the billable period beginning with requested starting time and ending at the time of release. Crane standby time will be billed. The equipment will be billed at a minimum of 1 hour, and in 15-minute increments after the first hour. The period of time during an equipment failure, other than operator caused, shall not be assessed. The Port is not responsible for labor standby or dead time costs during downtime caused by equipment failure.
 - D. The Port cranes are rigged for the purpose for which they are normally used. If the renter requests a change in the rigging, the full cost of that change and changing back to the original rigging will be borne by the renter. When rigging services are provided during weekend shifts, additional charges will be made for appropriate Longshore shift differential costs.
 - E. Mechanical equipment cannot be brought into the Port's marine terminal facilities for use on the Port's terminals except when prior permission is granted by the Port. The right is reserved to refuse permission when the Port has available similar equipment or when equipment does not meet the approval of the Port.

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- F. Rates for equipment rented for non-cargo (e.g., construction) purposes as well as rates for less frequently used equipment will be furnished by the Port upon request.
- G. Crane Requests and Cancellations
- (1) Requests for cranes must be made in writing in advance. Also, crane renters must provide legible vessel daily log when work is completed.
 - (2) Requests for cranes for weekday work must be received by 3 p.m. the day prior to when the crane is needed. Requests for cranes for weekend and holiday must be received by Friday at 3 p.m.
 - (3) Crane cancellations must be received by 3 p.m. the day prior regardless of weekend or weekday work.
 - (4) Crane renters will be billed for any labor costs incurred by the Port resulting from failure to cancel equipment orders by the specified time.
 - (5) Moving/respotting of cranes and other services will be billed according to the prevailing labor rates when travel is required to perform these services. During weekends and holidays, all labor hours for this service will be billed at the mechanic's and electrician's OT rate. In addition, all call-out requests will be billed for a minimum of 4 hours based upon the prevailing labor rates.
- H. Wharfage and other tariff rates and charges will be assessed as appropriate in addition to all equipment rental rates.
- I. Any applicable sales tax arising as the result of the rental of equipment will be assessed in addition to all equipment rental rates.

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SECTION VII - STORAGE RULES

1. Terminal Storage

A. Definition

Terminal storage is the service of providing warehouse or other marine terminal facilities for the storing of in-transit cargo interchanged with or between water carriers at the Port when arrangements are entered into prior to the arrival of the cargo at the Port.

B. Conditions Governing Acceptance of Cargo for Storage

Storage of cargo interchanged with or between water carriers at the Port's marine terminal facilities at Newport, Oregon, will be permitted when space is available, providing arrangements are made prior to the arrival of the cargo. "Arrangements" are defined as a written request submitted to the Port by the prospective storer describing the cargo, type of storage required (covered, open, bonded), length of time storage will be necessary, and name and address of the party responsible for storage payment, and accepted by the Port no later than 24 hours prior to cargo's arrival.

If rehandling, repiling, shifting, or yarding of cargo is required for storage, it will be billed at the tariff labor rates and equipment rates. Invoices will be issued against the owner of the cargo at the time of move.

If drayage is required to make the cargo available for storage, the drayage expense will be in addition to any storage charges and will be invoiced to the owner of the cargo.

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C. Responsibility for Storage Charges

Storage charges shall be assessed against the owner of record for cargo in storage on the first day of the month for which the storage charges accrue. It shall be the responsibility of the cargo owner to notify the Port in writing whenever a change of title takes place giving the complete name and address of the new owner and the date title change takes place.

D. Computing Monthly Storage Charges and Bonded Storage

Storage charges are payable in advance and will be computed on the following basis after the expiration of free time:

- (1) Cargo that becomes subject to storage charges during the first 15 days of a month shall, for the balance of the month, be assessed a full month's storage. Cargo subject to storage charges on or after the 16th day of a month shall, for the balance of the month, be assessed a half month's storage. Thereafter, cargo remaining in storage on the first day of each succeeding calendar month shall be assessed the applicable monthly storage rate.

E. Cargo Removal

The Port reserves the right to have any cargo stored on its premises for a period of four (4) months or longer removed from its premises. If the owner of record fails to remove his cargo within 30 calendar days after notification requesting its removal, the Port may have the cargo removed from its premises with all costs incident to its removal and any subsequent storage elsewhere borne by the owner of the cargo.

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F. Small Lot Fee

A charge will be assessed against inbound wood products and iron or steel for B/Ls below 20 metric tons.

**PORT OF NEWPORT
ORDINANCE NO. 100**

**AN ORDINANCE CREATING BY-LAWS FOR
THE PORT OF NEWPORT BOARD OF COMMISSIONERS**

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

WHEREAS, it is in the best interest of the citizens of the district of this Port and the public generally to have certain ordinances and regulations regarding and relating to the public process of policy development codified; and

WHEREAS, an ordinance adopting, amending or repealing a regulation shall not be voted upon unless the ordinance title is included in the published agenda of the meeting (ORS 198.540(1)) and the ordinance title included on the March 25, 2014 agenda was published in the March 21, 2014 issue of the *Newport News Times*; and

WHEREAS, the agenda with the ordinance title was published on April 16, 2014 in the *Newport News Times* six days in advance of the regularly scheduled Port of Newport Board Meeting (ORS 198.540(2)); and

WHEREAS, a copy of the ordinance was made available to the public (ORS 198.550(1)(a)); and

WHEREAS, the board voted to read the ordinance by title only (ORS 198.550(1)(b)) on April 22, 2014 and again on May 27, 2014; and

WHEREAS, any interested person who is a landowner within the district or an elector registered in the district may petition the district board to adopt, amend or repeal an ordinance and shall be given a reasonable opportunity to be heard (ORS 198.590); **NOW THEREFORE**,

**THE PORT OF NEWPORT BOARD OF COMMISSIONERS ORDAINS AS
FOLLOWS:**

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PART I. GOVERNANCE BY POLICIES

Section 1. Name. This document and future amendments to this document will collectively be referred to as “By-laws for the Port of Newport Board of Commissioners” or simply as “By-laws”.

Section 2. Purpose. The primary duty and function of the Port of Newport Board of Commissioners is to establish policies for the governance of the Port. It is the policy of the Commission to delegate to the General Manager the responsibility for the day-to-day administration of the Port, in a manner consistent with the policies and interpretations of the Commission.

Section 3. Responsibility. Policies shall comply with all applicable federal, state and local laws and regulations. The Principal Act for Port Districts is found in Oregon Revised Statute (ORS) 777. If any policy, rule or portion thereof is found to conflict with any local, state, or federal law or regulation, such policy or portion as determined by the General Manager shall be deemed void until further Commission action. It shall be the responsibility of all Port personnel to bring any such conflict to the Manager’s attention immediately upon discovery for consideration by the Commission.

Section 4. Compliance. All Port personnel shall comply with the policies adopted by the Commission. Any failure to comply shall constitute grounds for disciplinary action or termination pursuant to the Port’s Personnel Rules.

PART II. BOARD OF COMMISSIONERS

Section 5. Membership

A. Positions and Terms.

1. The Port Commission shall consist of five members serving four year staggered terms.
2. Each Commissioner is identified by a position number. Position numbers shall be transferred to the successors of each Commission position. Positions 1, 2 and 4 run concurrently. Positions 3 and 5 run concurrently.
3. All Commissioners shall serve at large.

B. Election of Commissioners. The election of Commissioners shall be conducted as provided by ORS chapter 777 and 255.

C. Qualifications. No person elected or appointed to the Commission shall be sworn in unless such person meets the qualifications for office set forth in this policy. If questions exist regarding the eligibility of any candidate, the Commission shall obtain an opinion from the Port’s legal counsel prior to swearing in such person. No person shall be eligible to be a Commissioner under the following circumstances:

1. Who, at the time of election or appointment, is not an elector of the Port district. (ORS 236.010(b))
2. Convicted of an infamous crime. (ORS 236.010(c))
3. Violation of Oath of Office. (ORS 236.010(c))

4. Affiliation with organizations advocating the overthrow of the government. (ORS 236.030)
5. An employee of the district. (ORS 198.115)

D. Oath of Office. Each newly elected or appointed Commissioner shall take an oath of office at a Commission meeting prior to assuming the duties of the position. The Justice of the Peace, or the Clerk of the Board, shall give the oath of office:

“Please raise your right hand. Do you solemnly swear that you will honestly and faithfully discharge the duties of the Office to which you have been elected/appointed, and that you will support the Laws and Constitution of the State, and of the United States of America to the best of your ability?”

E. Term of Office – Starting Date. Except where the Commission is filling a vacancy on the Commission, terms of office shall start on July 1st following the Port of Newport’s regular election.

F. Vacancies.

1. *Occurrence*. The Commission shall formally declare a position vacant before the expiration of the term if an incumbent:
 - a. dies, resigns or is removed;
 - b. ceases to be an elector of the district;
 - c. is convicted of an infamous crime, or any offense involving the violation of the oath of office;
 - d. refuses or neglects to take the oath of office, or to give or renew the official bond of the incumbent, or to deposit such oath or bond within the time prescribed by law;
 - e. incumbent’s election or appointment is declared void;
 - f. ceases to possess any other qualification required for election or appointment to such office;
 - g. is a member of, or affiliated with, any organization which advocates the overthrow of the Government of the United States by force or violence; or
 - h. is absent from four or more consecutive regular meetings of the board. (ORS 777.135)
2. *Filling*. The Commission shall establish a policy for the filling of vacant Commission positions by resolution.
3. *Term*. An individual appointed to fill a vacancy must run for office at the next available regular district election. (ORS 198.320(2))

Section 6. Powers and Duties

A. Meeting the Needs of the Port. It is the policy of the Commission to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the Port District.

B. Commissioner Education/Training. New Commissioners shall receive training sanctioned by the Special Districts Association of Oregon (SDAO), Oregon Public Ports Association (OPPA), Oregon Government Ethics Commission (OGEC) and/or other similar organization within one year of taking office. It is strongly encouraged that Commissioners shall maintain continuing training in subsequent years. The budget shall include funds to train Commissioners. Commissioner education or training shall be codified in the Annual Report to the Commission. (ORS 777.140(2))

C. Represent Constituents. Represent the constituents of the Port District. Inform the public concerning the progress and needs of the Port District and solicit and consider public opinion as it affects the programs and services provided by the port. Contact with the media shall be limited to re-stating the Commission's position and not individual agendas. Official statements from the Commission shall be directed through the President with coordination with the General Manager.

D. Formulation and Interpretation of Port Policy. The Commission shall establish and interpret policy, reserving to itself all authority and responsibility not expressly assigned to the General Manager.

E. Select Officers/Compensation. The Commission shall select board officers, create personnel rules by resolution, create employment classifications and determine compensation and reimbursement amounts.

F. Form Committees. The Commission has the authority to form committees. Committees formed by the Commission shall conform to public meeting and records laws. Committee reports shall be given to the Commission on a monthly basis. Other than those required by state budget law, committees shall be formed by resolution. Committees shall be allowed to determine their own rules of order based upon need and committee characteristics. The resolution should state the following criteria:

1. Membership and quorum requirements;
2. Staff person assignment (if any);
3. Length of membership terms;
4. Adhoc, statutory or permanent;
5. Purpose and authority;
6. Budget (if any) for carrying out the purpose; and
7. Acknowledgement of budgetary impacts to the port (if any)

generated by a recommendation from the committee.

G. Provide Safe Work Environment. The harassment policies that apply to Port personnel also apply to elected officials. Commissioners are responsible for ensuring that the workplace of the Port of Newport is free from harassment at all times.

H. Strategic Business Planning. The Commission shall update its strategic business plan no later than every ten years and use this plan as its guiding document in the development and direction of the Port's mission, vision and goals. The Commission should annually review components and goals stated within the SBP. (OAR 123-0025)

I. Fiduciary Responsibilities. The Commission has final responsibility over the Port's finances including the adoption of the budget (ORS 294), approval of financial reports, payment of bills and the annual audit. The Commission shall adopt a resolution for processing the payment of bills and the development of other financial policies.

J. Membership Liaisons. The Commission shall annually review organizational memberships and assign liaisons to represent the Port's interests to and participation in those organizations.

K. Appointment/Removal of General Manager.

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

2. The Commission is solely responsible for the appointment and removal of the Manager. The Manager is responsible to the Port Commission.

3. A majority of the full Commission shall appoint and may remove the Manager.

4. When the Manager is temporarily unable to act as Manager or when the office of Manager becomes vacant, the Commission shall appoint a Manager pro tem. The Manager pro tem has the authority and duties of Manager, except that a pro tem Manager may appoint or remove employees only with Commission approval.

5. Upon a vacancy in the office, the Commission shall fill the position within six months. The Commission shall adopt a process for the appointment of the Manager by resolution.

6. No Commissioner shall directly or indirectly attempt to coerce the Manager or a candidate for the office of Manager in the supervision, appointment or removal of any employee, or in administrative decisions regarding the implementation of port policies.

7. The Commission shall review the Manager's work performance annually as set forth in the Port's personnel policy.

L. Approve all Contract, Agreements. The Commission shall approve all contracts and agreements including those which provide personal services such as legal, auditing, real estate or financial. Typically the General Manager shall be authorized to sign on behalf of the Port, or the President in the absence of the General Manager. The Commission shall review the adequacy and job performance of the Port's legal counsel, auditor, insurance agent, and other contractors of record no less than every five years.

M. Access to Attorney; other consultants. The President and/or Manager may request any legal, financial or insurance advice that may be needed in dealing with matters pertaining to the welfare of the Port. Individual Commissioners should direct requests for information from contracted service providers through the President and/or Manager to avoid incurring personal charges for unapproved contact. A quorum of the Commission may request information from Port consultants during any public meeting.

N. Direct Use and Disposal of Real Estate and Property. The Port has real estate holdings that are important strategic assets for the Port and the region. Therefore, the Port engages in acquisition, disposition and leasing of real property on a regular basis. The Port shall adopt a resolution that describes the procedures for management of public property.

Section 7. Commissioner Orientation

A. Cooperation with Commission Candidates. The Commission, through its Manager, shall cooperate impartially with candidates for the Commission and provide them with information about policies, administrative regulations and other aspects of the operation of the Port.

B. Orienting New Commissioners. The Commission and its Manager shall assist each new member-elect and appointee to understand the Commission's functions, policies, and procedures before he/she takes office. The following methods shall be employed:

1. New Commissioners shall be invited to attend and participate as a member of the audience in public Commission meetings prior to being sworn in.
2. New Commissioners shall be invited to meet with the Manager to discuss services provided by the Port.
3. The Manager shall provide material pertinent to Port meetings and respond to questions regarding such material upon request.
4. The Manager shall provide access to each new Commissioner:
 - a. A current copy of the Port's Policy and Procedure Manual which shall include all active ordinances and resolutions.
 - b. A copy of the Port's most recent Strategic Business Plan including Mission, Vision and Goals.
 - c. A copy of the Attorney General's "Public Records and Meetings Manual."
 - d. A list of all Port personnel by position and the General Manager's employment contract.
 - e. Copies of the minutes of all Commission meetings, except for executive sessions, for the preceding twelve (12) months.
 - f. Copies of the Port's current and previous fiscal year budgets and financial audits.
 - g. Copies of the Port's insurance policies upon request.
 - h. Copies of all such documents as the Port's attorney may recommend with respect to any pending claims or lawsuits upon request.
 - i. Such other materials as the Commission may direct or the Manager deems appropriate.

Section 8. Reimbursements of Expenses

A. Commissioner Compensation, Travel Advancement and/or Reimbursement. Commissioners shall be advanced or reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official Port duties, as funds are available through the budget process following the same procedures as identified in the Port's Personnel Policy.

B. Advancement/Reimbursement Documentation. Commissioners incurring reimbursable expenses or requesting advancement shall submit proper documentation of such expenses on a signed form to the Manager for reimbursement or advancement by the Port. Payment shall be made following normal bill paying procedures.

Section 9. Commissioners' Actions Authorized by Official Commission Action Only.

No individual Commissioner may speak for or act on behalf of the Commission or Port, except as authorized to do so by official Commission action as recorded in the official minutes or policies of the Port.

Section 10. Bonding and Insurance. The Port Commission shall purchase crime coverage that addresses the fiduciary responsibility set forth in ORS 198.220 and the Port shall pay the premium.

Section 11. Political Activities. The Port Commission may publicly discuss and advocate for a political position, and may perform campaign activity at any time. The Commission is, however, prohibited from using any public employee's work time or other public resources to do so. Public funds may be used to inform the public regarding measures, provided the materials are informational only and do not advocate a position. (ORS 260.432)

Section 12. Public Contracting. All purchases of goods and services, and all construction projects of the Port, are subject to Oregon's public contracting laws. (ORS 279A, 279B, 279C) All contracts are subject to competitive bidding requirements, which are established by statute, administrative rule and by local resolution adopted by the Board of Commissioners acting as the Port's local contract review board.

Section 13. Public Records. The Port Commission shall adopt a Public Records resolution in accordance with ORS 192.440.

PART III. DUTIES OF COMMISSION OFFICERS

Section 14. Duties of the President.

A. The President of the Commission shall preside at meetings of the Board of Commissioners.

B. Shall consult with the Clerk of the Commission regarding the preparation of each Commission meeting agenda.

- C. Shall have the same right as other members of the Commission to discuss and to vote on questions before the Commission.
- D. May call Special Meetings of the Commission as described here forth.
- E. Serve as Commission's media contact.
- F. Shall sign official Port documents on behalf of the Commission when authorized to do so by a majority of the Commission.
- G. Shall submit an annual report to the Commission. (ORS 777.140(2))

Section 15. Duties of the Vice President.

- A. The Vice President of the Commission shall, in the President's absence, or during any disability of the President, have the powers and duties of the President of the Commission as prescribed in this Part.
- B. Shall submit an annual report to the Commission. (ORS 777.140(2))
- C. Shall have such other powers and duties as a majority of the Commission may from time to time determine.

Section 16. Duties of the Secretary/Treasurer.

- A. The Secretary/Treasurer shall attest the signature of the President on all officially approved documents.
- B. Ensure that minutes, documents and records created through public meetings are properly recorded and codified. These responsibilities shall be delegated to staff.
- C. Ensure that the Commission maintains accounting and financial statements. These responsibilities shall be delegated to staff.
- D. Shall meet annually with the Port's auditor.
- E. Shall submit an annual report to the Commission. (ORS 777.140(2))

Section 17. Duties of Commissioners Generally.

- A. All Commissioners are eligible to sign checks upon approval. Public officials, however, are prohibited from signing checks paid to themselves, their relatives or businesses with which the official or their relatives are associated.
- B. Shall have such other powers and duties as a majority of the Commission may from time to time determine.

C. If any office becomes vacant, the vacancy will be filled at the next regular meeting of the Commission following the process set forth in the Election of Commission Officers.

Section 18. Duties of the Clerk of the Commission.

- A. Respond directly to routine correspondence.
- B. Handle correspondence of special interest to the Commission as follows:
 - 1. Draft replies in advance, when possible, for Commission consideration.
 - 2. Seek instruction for reply when necessary.
 - 3. Prepare such correspondence as the Commission directs.
- C. Prepare for Commission Meetings.
 - 1. Prepare the agenda with the advice of the President.
 - 2. Maintain a calendar for the Commission's unfinished business.
 - 3. Call to the Commission's attention legal requirements and those matters for which the Port is responsible.
 - 4. Draft policy motions at the request of the majority of the Commission.
 - 5. Prepare Commission meeting packets containing all available pertinent information.
- D. Commission meeting duties.
 - 1. Attend all Commission meetings or designate an alternate.
 - 2. Make physical arrangements for Commission meetings.
 - 3. Provide notice of Commission meetings in accordance with Public Meeting Laws.
 - 4. Record minutes of all official meetings or designate an alternate.
 - 5. Maintain and update the Port's Policy Manuals under the direction of the Commission.

Section 19. Election of Officers. At the first regular meeting of July, the Commission shall elect a President, Vice President and Secretary-Treasurer. Unless otherwise determined by the Port Commission, the Clerk of the Commission shall be the General Manager.

- A. The order of nominations shall be President, Vice President and Secretary/Treasurer.
- B. Process:
 - 1. Four of five Commissioners must be in attendance before an officer may be elected.
 - 2. A Commissioner may be elected as an officer upon receiving a nomination, a second and a vote of the majority in attendance. A Commissioner may not nominate or second their nomination, but may vote on the nomination.

3. If the nominated Commissioner does not receive a majority, the sitting Commission President shall continue asking for nominations until the office is filled. If an office is unable to be filled, the sitting office holder shall remain in the position (the office may become vacant if the most recent office holder is not available) until the next scheduled meeting. The business item will then be placed on the next agenda.

4. An alternative process is to elect a plank of officers. Commissioners not on the proposed plank shall nominate and second their nomination. All commissioners are eligible to vote for the plank.

5. In case of emergency, other processes may be used to appoint officers.

C. The one-year term of office is from July 1 until June 30 of the following year.

PART IV. ETHICS AND CONFLICTS OF INTEREST

Section 20. Public Officials. Elected officials are public officials for purposes of Oregon's Ethics Laws. (ORS 244.020(14))

Section 21. Prohibitions Regardless of Disclosure. Under the Oregon Code of Ethics (ORS 244.040), the following are prohibited regardless of disclosure:

A. Use of or an attempt to use official position for financial gains or to avoid financial detriment that would not otherwise be available but for the public official's holding of the official position or office for the public official, a relative or household member of the public official, or any business with which the public official or a relative or household member of the public official is association (ORS 244.020(15));

B. Using confidential information to further or attempt to further the personal gain of the public official, a relative or household member of the public official, or any business with which the public official, a relative or household member is associated;

C. Promises of future employment based upon a specific vote, official action, or judgment of the public official;

D. Receipts of gifts over \$50 in a calendar year received by a public official, relative or member of their household from anyone who has a legislative or administrative interest in the business of the district (ORS 244.025);

E. A public official may not participate in any interview, discussion or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative as defined by ORS 244.175(4); or

F. A person may not, for two years after they cease to hold a public official position, have a direct beneficial interest in a public contract that was authorized by:

1. The person acting in the capacity of a public official; or

2. The person participating as a member of the commission authorizing authorized the contract.

Section 22. Nepotism. Commissioners cannot participate in any personnel action taken by the Port that would impact the employment of a relative or member of the Commissioner's household. (ORS 244.177) The Commission is prohibited from hiring an applicant for the position of General Manager if a member of the Commission is related to the applicant. The Commission should avoid appointing a Commissioner to fill a vacancy who is related to the General Manager.

Section 23. Financial Disclosure. Commissioners are required to file Statements of Economic Interest (SEI) annually (ORS 244.050(r)).

Section 24. Conflicts of Interest. There are two types of Conflicts of Interest: potential and actual. There are also exceptions to these rules.

A. Potential Conflict of Interest. A potential conflict of interest is any official action of a public official that *could* result in private pecuniary benefit (money or something of economic value) or avoidance of detriment (relief from financial obligation or loss) to the person or the person's relative or any business with which the person or the person's relative is associated. When a Commissioner becomes aware that he has the opportunity to participate in an action either individually or as part of the Commission that the potential to result in a personal pecuniary benefit to himself or one of his relatives or a business with which he or one of his relatives is associated, then the Commissioner must publicly disclose the nature of the conflict of interest. After publicly announcing the potential conflict of interest at the meeting where the matter giving rise to the conflict is being discussed or acted upon, the Commissioner may participate in the discussion and vote on that matter. The disclosure must be recorded in the meeting minutes. A Commissioner must announce a conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

B. Actual Conflict of Interest. An actual conflict of interest is any official action of a public official that *shall* result in private pecuniary benefit or avoidance of a cost for the person or the person's relative or any business with which the person or the person's relative is associated. As with potential conflicts of interests, the Commissioner must publicly disclose the nature of the conflict of interest at the meeting where the matter giving rise to the conflict is being discussed or acted upon. The disclosure must be recorded in the meeting minutes. When facing an actual conflict of interest the Commissioner must refrain from participating in any official action on the matter, including any discussion or vote. However, a Commissioner may participate in official actions when allowed by ORS 244.120(2)(b)(B). A Commissioner must announce an actual conflict of interest on each occasion when the matter giving rise to the conflict of interest is discussed or debated.

C. Exceptions to Conflicts of Interest. The conflict of interest requirements do not apply when the pecuniary benefit or detriment will affect to the same degree a class of entities or individuals that includes a Commissioner, a relative of a

Commissioner, or a business with which the Commissioner or a relative of the Commission is engaged, is a member of, or is associated. The Commissioner shall contact the Oregon Government Ethics Commission to determine whether the class exemption exists in that particular situation. (ORS 244.020(12)(b))

PART V. COMMISSION MEETINGS

Section 25. Preparation for Meetings

A. Preparation of Agenda. The Manager shall draft the Agenda after conferring with the President. Any Commissioner may submit a request to the President or Manager for an item to be added to the agenda no later than seven days before a scheduled meeting. The Agenda shall include the names and offices of the Commission and approximate the amount of time to be spent on each agenda item.

B. Distribution of Materials to Commissioners. The Agenda, General Manager's Report, updated financial reports and other materials related to Commission business shall be given to each Commissioner at least five (5) days prior to any regularly scheduled Commission meeting. The Port shall attempt to distribute materials electronically or digitally to conserve resources. At the same time, the General Manager shall provide members detailed information relative to the Agenda, references to existing policy pertinent to Agenda items.

C. Anonymous Communications. Anonymous and unsigned communications shall not be introduced in commission meetings or included in the board packet and record.

D. Distribution of Agenda to the Public. The proposed Agenda will simultaneously be distributed via email to all Port offices and other facilities, local and other news media, and posted at the required locations convenient for review by Port personnel and the public.

Section 26. Order of Business. The Order of Business may be modified from time to time at the discretion of the President, as necessary. The following order shall be generally observed:

- A. Call to Order
- B. Changes to the Agenda
- C. Approval of Minutes, Financial Reports and Paid Accounts
- D. Public Comment
- E. Correspondence, Presentations
- F. Old Business

- G. New Business
- H. Staff Reports
- I. Commissioner Reports
- J. Public Comment
- K. Calendar/Future Considerations
- L. Adjournment

Section 27. Notice and Location of Meetings

A. Application. This policy applies to all meetings of the Board of Commissioners, and to any meetings of committees or advisory groups appointed by the Commission if such committees or advisory groups normally have a quorum requirement, take votes, and form recommendations as a body for presentation to the Commission.

B. Location of Meetings. All meetings shall be held within the geographic boundaries of the Port District, except for training sessions held without any deliberative action. No meeting shall be held in any place where discrimination on the basis of race, creed, color, sex, age, national origin or disability is practiced. All meetings shall be held in places accessible to the handicapped.

C. Meetings Held by Telephone or E-Mail. The Commission shall refrain from e-mail exchanges or conference calls between a quorum of the Commission that may trigger public meeting rules. A series of one-on-one conversations between members of the Commission with the intent to discuss a vote or the outcome of a vote (a “serial” or “shuttle” meeting) could be considered an improperly noticed meeting.

D. Regular Meetings. The Commission shall hold one regular monthly meeting on the fourth Tuesday of each month. Such meetings shall be held at the Port of Newport’s Registered Business Office or other as stated by resolution at 6:00 p.m. or at such other places and times as the Commission may designate from time to time. (ORS 198.340(2))

E. Special Meetings. The Commission shall hold special meetings at the request of the President or any three members of the Commission. If the President is absent from the Port, special Commission meetings may be held at the request of the Vice-President. No special meeting shall be held upon less than 24 hours' public notice.

F. Work Sessions. Work sessions may be called by the President or by any three members of the Commission. Notices of work sessions will be given and minutes taken the same as with special meetings. Work sessions may be held for the purpose of discussing port business that requires more time and exploration than a regular meeting would allow. Final decisions shall not be made at a work session. However, a workshop

may be held in conjunction with a regular or special meeting where a final decision may be made.

G. Emergency Meetings. Emergency meetings of the Commission may be held upon a call of the President or any three members of the Commission and require as much notice as possible under the circumstances. The minutes of the meetings must reflect the reason for the emergency meeting and explain why less than 24 hours' notice was given. Only such matters as pertain to the emergency may be discussed at such a meeting. Final action may be taken at an emergency meeting.

H. Executive Sessions. The President or any two members of the Commission may call an executive session. Only commissioners and persons specifically invited by a majority of the commission shall be allowed to attend executive sessions. Any person present may disclose no matter discussed during executive sessions during such session. Notices shall be given in the same manner as for regular, special and emergency meetings, except that the notice need only indicate the general subject matter to be considered by citing the statutory basis for call the executive session. The commission shall not take any votes nor make any final decisions while in executive sessions. (ORS 192.660(6))

I. Notice of Meetings.

1. The proposed Agenda will simultaneously be distributed to all Port Commissioners and personnel, local and other news media, and posted at the required locations convenient for review by the public.

2. Notice of the time, place, and principal subjects to be considered shall be given for all meetings. For regular meetings, the notice shall be in the form of an agenda, which shall be given to all Commissioners, local media, and to all persons or other media representatives having requested notice in writing of every meeting.

3. The agenda shall be published in the local newspaper and on the Port's website.

4. E-mailed notice shall also be sent to any persons whom the Port knows may have a special interest in a particular action, unless such notification would be unduly burdensome or expensive. For special meetings, notices shall be issued or phone calls made to local media; and interested persons shall be notified by e-mail or telephone. For emergency meetings, the Port shall attempt to contact local media and other interested persons by telephone to inform them of the meeting. The Port shall attempt to distribute Agendas and Notices via e-mail or the Port's website when possible.

J. Social Gatherings, Public Functions and Training. Gatherings or other functions in which the purpose is not to discuss business items or to receive background information on a potential future business item are not covered by Public Meeting Law. However, Commissioners should be warned that if during the course of the gathering a quorum of the Commission were to deliberate on a matter that would lead to a violation.

Section 28. Quorum. Three members shall constitute a quorum. If only a quorum is present, a unanimous vote shall be required to take final action unless otherwise allowed by policy. A lesser number may meet and adjourn from time to time and compel the attendance of absent members. The Commission reserves the right to modify the Quorum definition by resolution.

Section 29. Roster. The Clerk of the Commission shall require all members of the public to sign a public roster indicating agenda items of interest and affiliations. The roster shall be part of the public record.

Section 30. Minutes of Meetings

A. Written Minutes. The Commission shall keep and approve written minutes of all of its meetings in accordance with the requirements of ORS 192.650. Minutes shall be signed by the President, attested by the Secretary-Treasurer and codified within a book intended for such purpose. Minutes of public meetings shall include at least the following information:

1. All members of the Commission present;
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;
3. Results of all votes, including the vote of each member by name unless unanimous;
4. The substance of any discussion on any matter; and
5. A reference to any document discussed at the meeting.

B. Written Notes Submitted to Record. The Clerk's written notes, used to develop the minutes, shall be submitted into the record. The Port shall refrain from recording meetings. All recordings of public meetings shall be submitted into the record.

C. Minutes of Executive Sessions. Minutes of executive sessions shall be kept separately from minutes of public meetings. Minutes of executive sessions may be kept either in writing, in the same manner as minutes of public sessions, or by tape recording. If minutes of an executive session are kept by tape recording, written minutes are not required, unless otherwise provided by law. (ORS 192.650(2))

D. Disclosure of Executive Session Matters. If disclosure of material in the executive session minutes would be inconsistent with the purpose for which the executive session was held, the material may be withheld from disclosure. No executive session minutes may be disclosed without prior authorization of the Commission. (ORS 192.650 (2))

E. Amendments to Minutes. Additions and corrections to minutes shall be identified in the minutes of the meeting in which the additions and corrections were discussed.

F. Retention. Officially approved minutes, resolutions, ordinances and a meeting packet shall be retained indefinitely as part of the public record. (OAR 166-150)

G. Availability to the Public. Draft and approved minutes of public meetings shall be made available to the public within a reasonable time after the meeting. Every attempt will be made to post minutes to the Port's website to increase public access. (ORS 192.650(1))

PART VI: RULES OF ORDER

Section 31. Purpose. The rules of order should be liberally construed to that purpose, and Commissioners should avoid invoking the finer points of parliamentary procedure when such points serve only to obscure the issues before the commission as a whole and confuse the audience at public meetings and the citizens in general.

Section 32. Presiding Officer. The President shall preside at Commission meetings. In the President's absence, the Vice President shall preside. If both the President and Vice President are absent, any other member of the Commission may preside.

Section 33. Convening the Meeting. At or near the time appointed, the President shall immediately call the meeting to order. The Clerk shall enter in the meeting minutes the names of the Commissioners present.

Section 34. Recognition. Every Commissioner, staff member and member of the public shall refrain from discussion until recognized by the President. The President reserves the right to lessen recognition requirements to encourage communication as long as the Clerk of the Commission can adequately record the proceedings.

Section 35. Changes to the Agenda. A request to add a business item to the agenda or to otherwise consider a special order of business may be requested by any Commissioner, but shall require a majority concurrence of the members present.

Section 36. Public Comment.

A. Generally. Any member of the general public wishing to address the Commission on a matter of public concern may do so at the time set for public comment during each regular meeting. Public comment shall be limited to three minutes per person. The Commission, in its sole discretion, may extend this time, or may request further information be presented to the Commission at a later date.

B. Complaints and Suggestions to the Commission. When any citizen brings a complaint before or makes a suggestion to the Commission, other than for items already on the agenda, the President shall first determine whether the issue is legislative or administrative in nature and then:

1. If legislative, and a complaint about the letter or intent of the legislative acts or suggestions for changes to such acts, and if the commission finds such complaint suggests a change to an ordinance or resolution of the Port, the Commission may refer the matter to staff for study and recommendation.

2. If administrative, and a complaint regarding staff performance, administrative execution or interpretation of legislative policy, or administrative

policy within the authority of department heads, the President shall then refer the complaint directly to the department head for review, if the complaint has not already been reviewed. The commission may direct the department head to report to the Commission when the review has been made. In a complaint against the Manager, the President may investigate and report back to the Commission at a later date.

Section 37. Statement of Conflict of Interest/Ex Parte Contact. If a conflict of interest is declared by a Commissioner prior to discussing or during discussion of a business item, the Clerk of the Board will report to the Commission on whether the conflict -- real or perceived -- exists. In the event any member of the Commission has had any ex parte contact regarding a matter, the member shall declare such contact prior to participating in any vote on the matter.

Section 38. Forms of Action. A motion is a procedural device to place a matter before the Commission for consideration and action. Each form of action listed below (except consensus) must be initiated by motion, and shall be recorded in the official minutes kept for such purpose:

A. Ordinances. Ordinances have the force of law. They are generally used to enact rules and regulations that apply to residents or customers of the Port, and can be enforced by the Commission or by local law enforcement personnel. Adoption of ordinances is subject to statutory adoption procedures found in ORS 198.510 to 198.600. Except under emergency provisions, ordinances must be available for the public to comment on in two consecutive meetings. Ordinances shall be numbered consecutively without regard to year, signed by the President, attested by the Secretary-Treasurer, notarized, codified within a book intended for such purpose and a copy sent to the County Clerk.

B. Resolutions. Resolutions are used to establish policy, express a position of the Commission (often associated with a grant or agreement), form committees, incur debt, create rules and policies required by ordinance, set fees and create the budget. Many resolutions are updated annually or more frequently than would be required by an ordinance. Resolutions may be passed at a single meeting. Resolutions shall be numbered first by year and secondly in the order adopted within the year, signed by the President, attested by the Secretary-Treasurer and codified within a book intended for such purpose.

C. Routine Decisions. Routine decisions, decisions of an administrative nature, and other procedural matters may be decided by a simple vote of the Commissioners, which is recorded in the minutes.

D. Consensus. Minor questions of clarification, interpretation, implementation or procedure may be determined by a consensus of the Commission without motion. Consensus shall be used sparingly and not for determining business matters in front of the Commission.

Section 39. Motions.

A. The President shall entertain motions from the Commission, though the President may ask for a staff report in advance to suggest a recommended motion along with background material. The President shall refrain from making or seconding motions.

B. No motion shall be debated until it has been seconded and announced by the President. Before debate, the Clerk of the Board will ensure the accuracy of the motion for the minutes.

C. If a motion does not receive a second, then the issue is not considered. The President shall allow an opportunity for the motion to be rephrased or otherwise discussed before moving on to the next business item.

D. A motion may not be withdrawn without the consent of the Commissioner seconding it.

E. If during discussion, the originator of the motion and the Commissioner seconding it agree, a friendly amendment may be moved forward.

Section 40. Debate.

A. Any Commissioner who has the floor shall confine comments to the question under debate; avoid personalities and refrain from impugning the motives of any member argument or vote.

B. Commissioners shall limit their remarks on a subject to five minutes unless granted additional time by the majority of the commission. No Commissioner shall be allowed to speak more than once upon any one subject, until every other member choosing to speak thereon has spoken.

C. Commissioners, once recognized, shall not be interrupted while speaking, unless called to order by the President, or unless a Commissioner raises a point of order while he or she is speaking, in which case, he or she shall cease speaking immediately until the point is determined. Points of order focus on whether the rules are being followed or in the case of this section, which a Commissioner finds the speaker in violation of this Section. If ruled to be in order, he or she shall be permitted to proceed; if ruled to be out of order, he or she shall remain silent or shall alter his or her remarks as to comply with the ruling. (Robert's Rules of Order Newly Revised, 10th Edition, pg. 240)

D. Commissioners desiring to question the administrative staff shall address his or her question to the President, who shall be entitled to either answer the question or designate a staff member for that purpose.

E. Citizens desiring to address the Commission shall first be recognized by the President and shall limit remarks to the question then under discussion. All remarks

and questions shall be addressed to the Commission as a whole and not to any individual Commissioner thereof. The President has full authority to allow or disallow public comments during debate.

F. Subsidiary Motions. When a question is before the commission, no motion shall be entertained except:

1. to postpone indefinitely (dispose the question without a vote).
2. to amend (make changes to the question);
3. to refer (establish a committee to further review);
4. to postpone (consider the question at a later time);
5. for the previous question (end discussion and vote);

These motions shall have precedence in the order indicated. Any such motion, except a motion to amend, shall be put to a vote without debate. (RR, 10th Ed., 60)

Section 41. Voting.

A. Votes Made Public. Upon conclusion of discussion or when the previous question has been called for, the President shall first ask for the 'yes' votes, followed by the 'no' votes. After a vote has been taken, the presiding officer shall announce the results of the vote. Modifications to this policy are allowed, but all individual votes must be made public and entered into the minutes.

B. Voting Required. When the vote has been called for, every present Commissioner shall vote either yes or no, except in a case when a real conflict of interest has been determined. Commissioners shall, at the time of voting, make a statement for the minutes indicating their reason for abstaining. No Commissioner may vote by proxy.

C. Minimum Votes Required. The passage of any motion shall require the affirmative vote of at least a quorum of the whole Commission.

D. Tie Vote. In case of a tie vote, the proposal shall be considered lost.

E. Changes. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business

Section 42. Recess. The President may call a recess of a meeting for a specified time whenever it appears, in the opinion of the President, that a meeting will be unusually long or that a recess would be beneficial for other reasons. A recess may be called during debate or at any other time during the meeting.

Section 43. Adjournment. The meeting shall be adjourned by decision of the Chair, a majority vote or as a result of the loss of a quorum. The time of adjournment shall be recorded in the minutes.

PART VII. ADMINISTRATIVE PROVISIONS

Section 44. Amendment. These by-laws may be amended by Ordinance by following the provisions in ORS 198.510 to 198.600.

Section 45. Codify. Staff is directed to organize these bylaws and potential future amendments to these bylaws into a generally accepted professional format for public use and viewing.

Section 46. Repeal. Previously adopted policies that conflict with this Ordinance are hereby repealed.

Section 47. The recitals of this resolution are incorporated herein by reference and adopted as findings in support of this Ordinance.

Section 48. All rights and privileges hereby granted shall be effective 30 days after its adoption. (ORS 198.570(1))

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this ____ day of _____, 2014.

JoAnn Barton, President

ATTEST:

Walter Chuck, Secretary

**CERTIFICATE
Attestation of a Copy of a Document**

State of OREGON)
County of Lincoln)

I certify that this is a true and correct copy of a document in the possession of Port of Newport.

Dated: _____, 2014

Notary Public - State of Oregon

From: Kevin Greenwood
To: "[Barton JoAnn](#)"
Subject: RE: agenda comments
Date: Thursday, May 15, 2014 8:58:00 AM

With all of the smallish items on the agenda this month, a consent calendar might make sense. Here's a sample from the City of Garibaldi...

E. Consent Calendar.

1. The purpose of the consent calendar is to expedite regular council meetings by grouping routine or uncontested items of business so that they may be approved by one motion. The consent calendar may include any or all of the items on the regular agenda. The mayor and administrator shall develop the consent calendar during agenda setting. The council by consensus may add any item of business on the regular agenda to the consent calendar. Any councilor may remove any item from the proposed consent calendar for consideration during old business. Revisions or corrections to meeting minutes shall be considered first, prior to other items removed from the calendar. Questions of staff may be requested by the council prior to voting on and without removing these items from the consent calendar. The remaining items on the consent calendar may then be considered for action by a single vote. A vote in favor of or opposed to the consent calendar is considered to be a vote on each of the individual action items.

2. Consent calendars containing the adoption of an ordinance shall have the ordinance title read prior to making a motion to approve pursuant to the criteria of the Garibaldi City Charter, Chapter VIII, Section 30. If a consent calendar is not approved unanimously, any ordinance adoption must be removed and the item added to old business. [Ord. 298 §§ 1, 2, 2007; Ord. 225 § 6, 1996.]

I could print this out and include it in the packet for discussion. It would push the adoption back a month but might make sense to speed up the meetings. What do you think?

Kevin Greenwood
(541) 265-7758
(503) 812-6804 Cell

-----Original Message-----

From: Barton JoAnn [<mailto:jobarton4@gmail.com>]
Sent: Wednesday, May 14, 2014 9:09 PM
To: Kevin Greenwood
Subject: agenda comments

Thanks Kevin, attached are my comments on the May 22 agenda. Nothing major. jb

SAMPLE AGENDA WITH CONSENT CALENDAR
PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Thursday, May 22, 2014, 6:00 p.m.
Central Lincoln Public Utility District Board Room
2129 N Coast Highway 101, Newport, OR 97365

JoAnn Barton (Pos. #3), President; David Jincks (Pos. #2), Vice President;
Walter Chuck (Pos. #1), Secretary/Treasurer; Dean Fleck (Pos. #5); Ken Brown (Pos. #4)

- I. Call to Order
- II. Changes to the Agenda
- III. Consent Calendar
 1. Minutes
 - a) Regular Meeting – April 22, 2014
 2. Financial Report – Pat Albaugh, Director of Finance
 - a) Financial Reports
 - b) Accounts Paid
 3. Seafarer Lease Renewal (Approve)
 4. J. Lamb Marine Electronics Lease Renewal (Approve)
 5. Broker of Record from Servco Pacific Insurance Letter (Approve)
- IV. Public Comment
- V. Correspondence/Presentations
- VI. Old Business
 - A. Consent Calendar Items
 - B. Resolution Updating Tariffs (Approve)
 - C. To Read An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners by Title Only (ORS 198) (Approve)
 - D. To Adopt An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners (ORS 198) (Approve)
 - E. Resolution Adopting Rates, Fees and Charges (Information)
- VII. New Business
 - A. One-year Lease Extension of Yaquina Bay Fruit Processing (Information)
 - B. Resolution Amending Facilities Code to Change Rules Pertaining to Insurance and Dock Storage (Approve)
 - C. Resolution Adopting Compensation Plan (Approve)
 - D. South Beach Diesel Line Repair Contract (Approve)
 - E. Contract with gLAs Architects for Administration Building (Approve)
- VIII. Staff Reports
 - A. Departmental Reports
 1. Kevin Bryant, Commercial Marina Harbormaster
 2. Jim Durkee, Terminal Operations Manager
 3. Rick Fuller, NOAA Facilities Manager
 4. Penny Gabrielson, South Beach Occupancy Report
 5. Chris Urbach, South Beach Marina Harbormaster
 6. Mike Goff, TCB Security
 - B. General Manager's Report
 1. Hoist Dock Grant Progress
 2. Terminal Project, Dredge/Mitigation Permit Progress
 3. NOAA Recreational Mitigation Projects

4. Intergovernmental Agreement between the Port and City of Newport Regarding Code Enforcement of Yaquina Bay Fruit Processing
 5. Charter Operator Rate Update
 6. Pacific Draggers Inc. Sub-Lease
 7. 6-month Performance Evaluation in July
- IX. Commissioner Reports
- X. Calendar/Future Considerations
- A. Landing of Lady Washington & Hawaiian Chieftain, May 14-26th
 - B. Memorial Day, May 26th
 - C. Newport Marathon and Half Marathon, May 31st
 - D. Fishermen's Forum, June 11th, 8:30am
 - E. South Beach User's Meeting, June 18th, 8:30am
 - F. Annual Chamber Awards Banquet, June 20th
 - G. Regular Commission Meeting, June 24th, 6pm
- XI. Adjournment

To place a subject or issue on the agenda for presentation to the commission, please submit your request one week or more in advance of the regular scheduled meeting. Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

The Central Lincoln Public Utility District Board 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.

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LEASE AGREEMENT

This agreement, made as of April 30, 2014, by and between the **PORT OF NEWPORT**, a port district and political subdivision of the State of Oregon, hereinafter called "Lessor", and **Seafarers Permits & Brokerage**, herein referred to as SPB, an Oregon Company, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessee wishes to lease office space to conduct the administrative business of Seafarers Permits & Brokerage. The office space is located in the Port of Newport International Terminal Office Building at 1510 SE Bay Boulevard, Suite 4, Newport, Oregon, which facility is owned and operated by Lessor; and

WHEREAS, in reliance on Lessee's request, Lessor is willing to grant a lease to Lessee for the conduct of such business upon the terms and conditions herein below set forth.

Now, **THEREFORE**, Lessor and Lessee, in consideration of the mutual agreements and attachments herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. Grant of Lease.

Lessee is hereby granted the right and privilege for the term of one (1) year commencing June 1, 2014, and expiring on May 31, 2015, to lease office space on the premises, which shall include, and be limited to, conducting the administrative business of SPB. The "Premises" shall be only that area as indicated on the attached site drawing (Attachment A-1) and subject to easement restrictions as stated in Section 13 below, which shall be and remain part of this lease agreement. This lease may be renewed for one additional year by providing a written request sixty (60) days prior to expiration of current term. This grant of lease may be cancelled by either the Lessee or Lessor by providing ninety (90) days advance written notice to either party.

2. Consideration.

Commencing June 1, 2014, Lessee shall pay to Lessor, the base rent of \$300.46 at the times and in the manner set forth as consideration for this lease, each month throughout the first year of the term of this lease for the premises described above, approximately 222 square feet. This amount includes the use of water, electric, and sanitary sewer service. Beginning on the first year anniversary of June 1, 2015, and each consecutive year thereafter, the base rent shall be increased by the Consumer Price Index (CPI), Portland Index.

3. Other Utilities.

Individual phone service connection and trash disposal is the responsibility of the Lessee.

4. Waiver of Set-Off or Counterclaim.

Lessee waives and disclaims any present or future right to apply any payment or part payment of consideration due and payable hereunder against any obligation of Lessor however incurred, or to assert any such obligation as a set-off or counterclaim in any action for such consideration, and agrees that it will not claim or assert any such right, set-off or counterclaim.

5. Lessee's Public Liability Insurance.

Lessee shall at all times during the term hereof, at its sole cost and expense, procure and maintain in force and effect a policy or policies of comprehensive public liability insurance issued by an insurance carrier approved by Lessor, insuring against loss, damage or liability of injury to or death of persons and loss or damage to property occurring from any cause whatsoever in, upon or about the premises or in connection with the business operated by Lessee pursuant to this lease. Such liability insurance shall be written with limits of not less than \$1,500,000 combined single limit per occurrence and a \$2,000,000 aggregate or its equivalent insurance in respect of the premises and the conduct or operation of its business, with Lessor added as an additional insured.

6. Certificates of Insurance.

A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Lessee under the provisions of this lease shall be delivered to Lessor upon the execution of this lease and thereafter, as to policy renewals, prior to the expiration of the term of such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Lessee hereunder shall expressly evidence insurance coverage as required by this lease (including an express waiver of rights of subrogation as required hereunder) and shall contain an endorsement or provision requiring not less than thirty (30) days' written notice to Lessor prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question.

7. Taxes and Other Charges

Lessee shall pay promptly to the Lincoln County Tax Assessor, before the same become delinquent, any property taxes, assessments or other charges that may become due against the Premises or by reason of the use or occupancy thereof. Since Lessor is a tax exempt entity, and would not be subject to taxes upon the subject property but for the use and occupancy thereof by Lessee, it is agreed that Lessee shall be responsible for any such taxes that are occasioned by the use, occupancy or possession of the Premises by Lessee, notwithstanding that such taxes may not become due or payable until after the termination of this Lease. At the present time, real property in the state of Oregon is subject to taxation on the basis of a fiscal year, commencing July 1 of each calendar year and ending June 30 of the next calendar year. If, by reason of Lessee's use or occupancy of the Premises, the Premises or any part thereof shall become subject to ad valorem or other taxation for any part of any fiscal year, Lessee shall be responsible for such taxes for the entirety of such fiscal year, whether or not the Lease may terminate or Lessee vacates the premises for any reason prior to the end of such fiscal year.

Lessee shall have the right at Lessee's expense to contest or review the amount or validity of any Tax or to seek a reduction in the assessed valuation on which any Tax is based, by appropriate legal proceedings.

Any contest as to the validity or amount of any Tax, or assessed valuation on which such Tax was computed or based, whether before or after payment, may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine, and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request, it being understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Lessee, and Lessee covenants to indemnify and save Lessor harmless from any such costs or expenses. Lessee shall be entitled to any refund of any such Tax and penalties or interest that have been paid by Lessee or by Lessor and reimbursed to Lessor by Lessee.

The parties shall use reasonable efforts to see that all communications from the governmental authorities respecting Taxes are sent directly by such authorities to Lessor. Lessor shall forward any and all communications to Lessee within twenty-four (24) hours of Lessor's receipt. The certificate, advice, receipt, or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Tax or nonpayment of such Tax shall be prima facie evidence that such Tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, advice, receipt, or bill.

8. Waiver of Subrogation.

Lessee hereby waives any and all rights of recovery from 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 form of insurance policy required to be maintained by tenant hereunder. This waiver of subrogation shall not apply if it shall be in contravention of any term or provision of Lessee's insurance policies so as to void any coverage thereunder. Lessee shall make reasonable efforts to obtain a policy or policies of insurance not prohibiting such a waiver of subrogation.

9. Indemnification of Port.

Lessee hereby covenants and agrees to indemnify, save and hold Lessor free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, reasonable attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by reason of any violation of law, ordinance or regulation by Lessee, its agents or employees, or by reason of any injury or death however occurring to any person or persons whomsoever (including Lessee, its agents, employees, contractors, customers or business invitees), or damage to property of any kind whatsoever and to whomsoever belonging (including Lessee, its agents, employees, contractors, customers or business invitees), from any cause or causes whatsoever arising out of or in any way connected with the business operated by Lessee pursuant to this lease, except however, any injury, death or damage resulting solely from the negligence of Lessor.

10. Compliance with Governmental Rules.

Lessee shall at all times during the term of this lease, at its sole cost and expense, comply with all governmental rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the premises or Lessee's operation of its business pursuant to this lease.

11. General Authority.

Lessee shall at all times during the term hereof comply with all reasonable rules and regulations which Lessor may at any time or from time to time establish concerning the use of the premises, provided, however, that any such rule or regulation so made shall not be inconsistent with any part of this lease and shall not unreasonably interfere with Lessee's business operated pursuant hereto.

12. Covenant of Continuous Operation and Service.

Lessee shall continuously operate the business leased hereunder in a first class manner. Lessee shall offer its merchandise and services for sale at competitive prices, and shall maintain adequate personnel for the efficient service of its customers. Lessee shall employ its best efforts to operate the business in a first class manner.

Lessee covenants and agrees to comply with all laws and governmental rules and regulations applicable to Lessee's business operated pursuant to this lease agreement, including any rules and regulations adopted by the Lessor.

13. Alterations to Premises.

Lessee shall not make any structural changes, alterations or additions to the space within which the business licensed hereunder is operated without the written consent of the Lessor first in advance obtained. Any changes, alterations or additions to such space shall be at Lessee's sole cost and expense. Any painted surfaces different than current colors or any screw or nail holes made for hanging wall decorations, displays or other devices, must be removed and all holes professionally patched at the expiration or earlier termination of this lease; and space returned to its original colors and condition. All permanent improvements made in or to the space occupied by Lessee pursuant to the provisions hereof during the term of this lease shall become at once the property of Lessor with the exception of additional furniture or displays to be installed by Lessee. Lessee expressly acknowledges and agrees that it will have no right to remove and shall not remove any such improvements at any time during or after the term of this lease.

If, at any time after the execution of this lease, the space occupied by Lessee pursuant to the terms hereof, or any portion of such space, should be damaged or destroyed by any casualty to the extent that Lessee is unable to continue the operation of its business herein to the extent practicable from the standpoint of good business, either party may terminate this lease agreement upon ten days' written notice to the other.

14. Easements, Rights of Way.

Lessee shall have permission to use parking at the West end of the Terminal Office Building. At no time shall Lessee or Lessee's employees, contractors, customers or business invitees block the easement or driveway of the warehouse or the Terminal Office Building. Nor shall Lessee block the road or driveway at the South side of the Premises.

15. Assignment and Subleasing.

Lessee shall not assign, sell, transfer, hypothecate or encumber this lease or any interest herein, or sublease the business to be conducted hereunder, without the prior written consent of Lessor first had and obtained therefore. In the event that Lessee is a corporation, a change or changes in the ownership, whether voluntary, involuntary, by operation of law, or otherwise, which aggregates fifty percent (50%) or more of the total capital stock of Lessee or fifty percent (50%) or more of the voting capital of Lessee, shall be deemed an assignment of this lease. An assignment, sale, transfer, hypothecation, encumbrance or sub-lease of this lease, without the prior written consent of Lessor first had and obtained therefor shall be null and void, and shall at the option of the Lessor terminate this lease.

16. Default.

Lessee shall be in breach of this lease agreement if at any time during the term hereof:

16.1 Lessee fails to make payment of any installment of consideration or of any other charge to be paid by Lessee within ten (10) days after the payment is due; or

16.2 Lessee fails to perform any of its other obligations hereunder and such failure is not cured within ten (10) days after Lessor has given written notice to Lessee of such failure; or

16.3 Lessee becomes insolvent, or makes a transfer in fraud of its creditors, or makes an assignment for the benefit of its creditors; or if an execution shall be issued against Lessee; or

16.4 Lessee voluntarily files or has filed against it a petition under any provision of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state, and such petition is not dismissed within thirty (30) days thereafter, or Lessee is adjudged bankrupt or insolvent in a proceeding filed by or against Lessee; or

16.5 A receiver or trustee is appointed for all or substantially all of Lessee's assets.

If the Lessee shall become in default hereunder, then this agreement and all rights of the Lessee hereunder shall immediately cease and terminate, without thereby prejudicing Lessor's other rights and remedies at law or in equity as a result of such breach.

17. Partial Invalidity.

If any term, covenant or condition of this lease shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term, covenant or condition of this lease shall be valid and enforced to the fullest extent permitted by law.

18. Nonwaiver of Breach.

The waiver by Lessor of any breach of any term, covenant or condition of this lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of consideration hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the consideration. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

19. Modifications.

No subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party sought to be bound.

20. Notices.

Any notice or demand required or permitted to be given under this lease shall be done so within 10 days of any action and shall be deemed to have been given only when it is in writing and has been deposited in the United States mails, with postage prepaid, to be forwarded by certified or registered mail and addressed to Lessee at the address specified on the signature page hereof or to Lessor at 600 S.E. Bay Boulevard, Newport, Oregon 97365.

21. No Partnership.

Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

22. Attorneys' Fees.

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, and the losing party agrees to pay to the prevailing 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.

23. Time of the Essence.

Time is of the essence of this lease and all of the terms, provisions, covenants and conditions hereof.

24. Captions.

The captions appearing at the commencement of the sections hereof, and any paragraph thereof, are descriptive only and for convenience in reference to this lease and should there be any conflict between any such heading, and the section or paragraph thereof at the head of

which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern the construction of this lease.

25. Joint and Several Liability.

In the event Lessee now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as Lessee hereunder.

26. Successors and Assigns.

The terms, provisions, covenants and conditions contained in this lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of Lessor and Lessee, respectively.

27. Assumed Business Name.

Lessee shall operate under the assumed business name of Seafarers Permits & Brokerage and Lessor consents to the use of such assumed business. Lessee agrees that it will use such assumed business name only subject to proper registration with the Oregon Corporation Commissioner.

28. Lease Subject to Prior Encumbrances.

The Lessee, upon paying the consideration set forth in Section 2 and performing all the other terms and conditions of this lease, shall quietly have and enjoy this lease agreement and the designated facility for conducting business pursuant to this lease agreement, during the term of this lease agreement without hindrance or interference by anyone claiming by or through the Lessor, subject, however, to the reservations and conditions of this lease and the prior encumbrances to which this lease is subordinate, if any. The Lessee's quiet enjoyment of this lease agreement shall be subject to terms of this lease, to dispossession by reason of superior title, and all easements, restrictions of record, and prior encumbrances.

29. Nondiscrimination.

Lessee agrees not to operate its business in such a manner as to discriminate against any person on the basis of sex, color, creed, race, age or national origin in any manner as may be contrary to the requirements of any applicable law or regulation, or to the guarantees of the Constitutions of the United States of America or of the State of Oregon.

30. Repair, Maintenance and Cleanliness.

Lessee agrees that at all times during the term of this lease it will maintain the assigned premises in a neat and presentable condition, and will maintain and keep the same in good order and repair, at Lessee's own cost and expense. Lessor, its agents and representatives, at any reasonable time may enter upon or into said premises for the purposes of examining the condition thereof and for any other lawful purpose.

31. Entire Agreement.

This agreement constitutes the entire agreement of Lessor and Lessee and supersedes all oral and written agreements and understandings made and entered into by the parties hereto prior to the date hereof.

LESSOR:


**PORT OF NEWPORT
600 SE Bay Blvd.
Newport, OR 97365**

LESSEE:

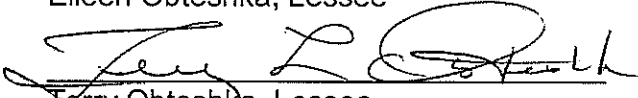
**SEAFARERS PERMITS & BROKERAGE
PO Box 2156
Newport, OR 97365**

Kevin Greenwood, General Manager

Date: _____



Eileen Obteshka, Lessee



Terry Obteshka, Lessee

Date: 4/2/14

**PORT OF NEWPORT
RESOLUTION NO. 2014-___**

A RESOLUTION SETTING RATES, FEES, AND CHARGES

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

WHEREAS, the Port Commission feels that user fees should help to offset those costs related to the depreciation and on-going maintenance of the port; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Service Rates. Rates apply to all Port of Newport locations unless otherwise noted. Port owned equipment to be operated by port personnel. No forklifts or boom trucks not belonging to the port shall be operated on port property.

	OLD	NEW	+/-
A. <u>Forklift.</u> In addition to labor rate.			
1. Small. Toyotas.			
a. per hour.....	\$42.50	\$10.00	34%
b. minimum charge, ½ hr.....	\$26.50	\$6.25	12%
2. Large. All at International Terminal (IT).			
a. per hour.....	\$57.50	\$25.00	25%
b. minimum charge, ½ hr.....	\$34.50	\$15.00	11%
B. <u>Hoist Dock.</u> Tie up fee, per hour, one hour minimum.....	\$26.50	\$35.25	33%
C. <u>Hoist Dock Cranes.</u>			
1. Large Capacity. In addition to labor rate.			
a. per hour.....	\$70.25	\$35.00	16%
b. minimum charge, ½ hr.	\$50.25	\$27.00	0%
2. Launch Sail Boats. Includes recovery, per launch.....	\$36.25	\$40.00	10%
D. <u>Service Docks.</u>			
1. Swede's. In addition to moorage.daily moorage rate		same	0%
E. <u>City Water.</u> at city's rate			
F. <u>Fuel Surcharge.</u> International Terminal only. Per gallon.....	\$0.03	\$0.03	0%
G. <u>Electricity.</u> Swede's Dock, Dock 1, and IT. Per day charge.			
1. 208/220 v, single phase & 208 v three phase.....	\$13.00	\$14.25	10%
2. 220 or 408/440v three phase.....	\$13.00	\$14.25	10%
3. PD 7 Service Dock, 110v pumps.....	\$5.50	\$6.00	10%
4. PD 7 Yard Charge, trucks.....	\$10.00	\$11.00	10%
H. <u>Hydraulic Crane.</u> In addition to labor rate. 30 ton capacity, per hour.....	\$132.75	\$125.00	29%
I. <u>Pump/Line Service.</u> Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate. Per hour.....	\$45.50	\$46.75	3%
J. <u>Storage.</u>			
1. Outside Lot Storage. Charged monthly.			
a. per square foot.....	\$0.19	\$0.20	5%
b. minimum monthly charge.....	\$19.00	\$20.00	5%
c. boat trailer only, per night.....	\$2.00	\$2.00	0%
d. boat on trailer, per night, 10 days limit	\$6.50	\$7.00	8%

	OLD	NEW	+/-
2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245) Charge for improper use of parking lot (i.e. boat repair)	--	\$20	n/a
K. <u>Gear Work</u> . Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate.			
1. Commercial Marina, per day	\$17.25	\$17.75	3%
2. Terminal Lot, per day. Short term use only. Deep-draft cargo has priority.....	\$17.25	\$17.75	3%
3. South Beach Marina, per day	\$17.25	\$17.75	3%
L. <u>Work Barge</u> . In addition to labor rate.			
1. Tug, per day	\$105.00	\$110.00	4%
2. Wood Barge, per day (tug extra)	\$20.00	\$21.00	5%
3. Skiff, per hour	\$51.50	\$12.00	14%
M. <u>Clean-up</u> . Fees will be charged for each man-hour at the established labor. Equipment charges are extra			
1. Oil Spills, per hour	\$80.00	\$82.00	3%
N. <u>Disposal Fees</u> .			
1. Just Oil, per gallon.....	\$0.27	\$0.28	4%
2. Oil-Water Mix, per gallon.....	\$0.70	\$0.72	3%
3. Net Disposal and/or Related Gear, per pound.....	\$0.15	\$0.155	3%
4. Garbage, per pound	\$0.10	\$0.105	3%
O. <u>Port Labor</u> . Includes administration staff.			
1. per hour; 1 hour minimum	\$45.50	\$46.75	3%
2. Overtime. Any services required outside the established working hours, unless otherwise posted, will be charge at one and one-half times (1.5) the normal rate for labor. Per hour	\$68.25	\$70.25	3%
P. <u>Pallet Charge</u> . Any Port owned pallet leaving yard, each.	\$5.00	\$5.15	3%
Q. <u>Dredge Spoils</u> . Includes state fees. Per cubic yard.....	---	\$2.00	n/a

Section 2. Bay Front Charges. Per linear foot. All charges for greater length between dock and boat.

A. <u>Moorage</u> . Per linear foot.			
1. Daily	*	\$0.42	*%
3. Calendar Month.....	*	\$7.78	*%
4. Semi-Annual.....	*	\$29.51	*%
5. Annual	*	\$39.17	*%
6. Liveaboard. Monthly rate by agreement only.			
a. First person	\$45.50	\$47.00	3%
b. Each Additional	\$39.50	\$40.75	3%
B. <u>Annual Parking Permit</u> . Rate effective for calendar year starting July 1 st . Commercial Fisherman only.....	--	\$20	0%

Section 3. South Beach Charges. Per linear foot. All charges for greater length between dock and boat except for F-Dock which is boat length only.

A. <u>Moorage</u> . Per linear foot.			
1. Daily	*	\$0.60	*%
2. Weekly.....	*	\$3.60	*%
3. Calendar Month.....	*	\$9.22	*%
4. Semi-Annual.....	*	\$33.97	*%
5. Annual	*	\$53.75	*%

6.	Liveaboard. Monthly rate by agreement only.			
a.	First person	\$45.50	\$47.00	3%
b.	Each Additional	\$39.50	\$40.75	3%
B.	<u>South Beach Charter Rates.</u>			
1.	Annual Moorage, per linear foot (PONFC)	--	\$41.53	n/a
2.	Charter License	--	\$300.00	n/a
C.	<u>Dock Box.</u>			
1.	Per month	--	\$10	n/a
2.	purchase (at cost)	\$265	\$280	4%
D.	<u>Electrical Upgrade.</u> From 20 to 30 amp. One time	\$36	\$50	39%
E.	<u>Launch Fee.</u>			
1.	Daily	\$6	\$6	0%
2.	Annual			
a.	Resident	\$55	\$55	0%
b.	Resident Senior	\$50	\$50	0%
c.	Non-resident	\$75	\$75	0%

Section 4. Recreational Vehicle Park Fees.

A. Peak Season (Summer). May 1 – October 31

1.	Pull Throughs and View Sites.			
a.	Daily			
i.	Regular	\$43	\$43	0%
ii.	Good Sam	\$39	\$39	0%
b.	Weekly			
i.	Regular	\$261	\$261	0%
ii.	Good Sam	\$236	\$236	0%
c.	Monthly Rate	\$783	\$738	0%
2.	Perimeter Sites.			
a.	Daily			
i.	Regular	\$41	\$41	0%
ii.	Good Sam	\$37	\$41	0%
b.	Weekly			
i.	Regular	\$248	\$248	0%
ii.	Good Sam	\$224	\$224	0%
c.	Monthly Rate	\$743	\$743	0%
3.	The Annex.			
a.	Daily	\$32	\$32	0%
b.	Weekly	\$195	\$195	0%
c.	Monthly	\$584	\$584	0%
4.	Dry Camping.	\$18	\$18	0%

B. Off Season (Winter). November 1 – April 30. Discounts during Seafood and Wine Festival.

1.	Pull Throughs and View Sites.			
a.	Daily			
i.	Regular	\$37	\$37	0%
ii.	Good Sam	\$34	\$34	0%
b.	Weekly			
i.	Regular	\$221	\$221	0%
ii.	Good Sam	\$200	\$200	0%
c.	Monthly Rate	\$633	\$633	0%
2.	Perimeter Sites.			
a.	Daily			
i.	Regular	\$33	\$33	0%
ii.	Good Sam	\$30	\$30	0%

	b. Weekly			
	i. Regular.....	\$201	\$201	0%
	ii. Good Sam	\$182	\$182	0%
	c. Monthly Rate.....	\$604	\$604	0%
	3. The Annex.			
	a. Daily.....	\$32	\$32	0%
	b. Weekly.....	\$195	\$195	0%
	c. Monthly	\$584	\$584	0%
	4. Dry Camping.	\$18	\$18	0%
C.	<u>Daily Tent</u> . Annex only.....	\$10	\$10	0%
D.	<u>Pet Fee</u> . Charged additionally.			
	1. Daily. First pet free; each additional	\$2	\$2	0%
	2. Weekly. First pet free; each additional.....	--	\$10	n/a
	3. Monthly. Charged per pet including first.....	--	\$10	n/a
E.	<u>Individual Fee</u> . First two people free; each additional person charged.			
	1. Daily.....	\$1	\$2	50%
	2. Weekly.....	--	\$10	n/a
	3. Monthly.....	--	\$30	n/a
F.	<u>Vehicle Fee</u> . Any combination of three axeled pieces of equipment (i.e. trailer, fifth wheel, truck/car, storage trailer). Charged for fourth piece.			
	1. Daily.....	--	\$2	n/a
	2. Weekly.....	--	\$10	n/a
	3. Monthly.....	--	\$30	n/a
G.	<u>Non-Refundable Reservation Fee</u> .			
	1. Before 72 hours.....	\$5	\$10	50%
	2. 72 hours and after		first night's rate	
H.	<u>Service Fee Reimbursement</u> . For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port.	--	\$75	n/a
I.	<u>Laundry Machines</u> , per load.	\$1.00	\$2.00	50%
J.	<u>Process Fees</u> . Any additional fees incurred by the Port as part of an eviction process.			
	1. Notice.....	--	\$50	0%
	2. FED Complaint.....	--	\$200	0%
	3. Court Hearing.....	--	\$165	0%
	4. Writ of Execution.....	--	\$140	0%

Section 5. Civil Penalties. Penalties found in PONFC (Sec. 7.4(a)). Paid in full.

A.	<u>Class A Violation</u> . Per day.....	\$1,000	--	n/a
	1. 0-14 days, per day.....	---	\$300	n/a
	2. 15-29 days, per day.....	---	\$600	n/a
	3. 30+ days, per day.....	---	\$1,000	n/a
B.	<u>Class B Violation</u> . Per day.....	\$500	--	n/a
	1. 0-14 days, per day.....	---	\$150	n/a
	2. 15-29 days, per day.....	---	\$300	n/a
	3. 30+ days, per day.....	---	\$500	n/a
C.	<u>Class C Violation</u> . Per day.....	\$100	--	n/a
	1. 0-14 days, per day.....	---	\$30	n/a
	2. 15-29 days, per day.....	---	\$60	n/a
	3. 30+ days, per day.....	---	\$100	n/a
D.	<u>Class D Violation</u> . Per day.....	\$50	--	n/a
	1. 0-14 days, per day.....	---	\$15	n/a

2.	15-29 days, per day.....	--	\$30	n/a
3.	30+ days, per day.....	--	\$50	n/a

Section 6. Administrative Fees. Staff may require payment or deposit in advance of service (ORS 192.440(4)(a)).

	OLD	NEW	+/-
A. <u>Copies</u> . Per page.....	25¢	25¢	0%
B. <u>Research</u> . Written request required. Hourly rate. ½-hr. min.	--	\$46.75	3%
C. <u>Computer Time</u> . Port operator. Hourly rate. ½-hr. min.....	--	\$46.75	3%
D. <u>Faxes</u> . Per Page			
1. Local.....	\$1.00	\$1.00	0%
2. Long Distance	\$1.50	\$1.50	0%
3. Incoming.....	\$1.00	\$1.00	0%
E. <u>Long Distance Phone Calls</u>	\$2.00	\$2.00	0%
F. <u>Lamination</u> . Per Page, letter size.....	--	\$2	n/a
G. <u>Notice Posting</u> . For non-payment of lease or moorage.....	--	\$60	n/a
H. <u>Failure to Register</u> . For research related to unregistered boats.....	--	\$30	n/a
I. <u>South Beach Meeting Room</u> . Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers	\$75	\$75	0%
J. <u>Returned Check Fee</u> . Plus bank fees.....	\$25	\$25	0%
K. <u>Per Annum Interest Rate</u> . Applied to past due accounts.....	18%	18%	0%
L. <u>Collection Agency Mark-up</u> . Added to past due amount. (ORS 697.105)	--	+40%	n/a
M. <u>POV Mileage Reimbursement Rate</u> (IRS)	current	current	0%
N. <u>Travel Reimbursement Rates</u> follow current IRS per diem rates (http://www.gsa.gov/portal/category/104711)	current	current	0%

Section 7. Insurance Certificate Limits.

A. <u>Leases/Tenants</u> .			
1. Each Occurrence.....	---	\$1.7MM	n/a
2. Damaged to Rented Premises (each occurrence).....	---	\$300,000	n/a
3. Medical Expense (any one person)	---	\$5,000	n/a
4. Personal & Adverse Injury	---	\$1.7MM	n/a
5. General Aggregate	---	\$1.7MM	n/a
6. Products – Comp/OpAgg.....	---	\$1.7MM	n/a
B. <u>Moorage/Vessels</u> .			
1. Commercial Vessels			
a. General Liability			
i. Protection & Indemnity / Wreck Removal	\$300k	\$250k	-17%
ii. Pollution Coverage	\$300k	\$300k	0%
2. Recreational Vessels			
a. General Liability			
i. Ocean Marine Liability / Wreck Removal	\$300k	\$300k	0%
ii. Pollution Coverage	\$300k	\$300k	0%

Section 8. Retail Sales, Gift Certificates, Promotions, Sponsorships and Sundries. The Commission delegates to Manager the ability to set prices for sundries, cards, magnets, cups, DVDs, gift certificates, coupons, promotions, advertising, sponsorships and other retail and marketing items.

Section 9. Delegation of Responsibility. The Commission delegates to Manager the ability to adjust these rates on a temporary basis to better manage services at the Port of Newport. Any adjustments to these rates will be reported to the Commission at its next regular meeting.

Section 10. Annual Review. The Commission, through assistance by Port staff, shall annually review and adopt a new rate, fees and charges resolution prior to the subsequent budget's adoption.

Section 11. Repealer. All previous rates and/or rate resolutions are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this ___ day of _____, 2014.

JoAnn Barton, President

ATTEST:

Walter Chuck, Secretary/Treasurer

SUMMARY OF MEETING WITH CHARTER BUSINESSES

Tuesday, May 9, 2014, 4:00pm at SB Marina & RV Park

ASSUMPTIONS

City of Newport Code Compliance Officer, Dustin Kittel, indicated that the City has no policies on the books indicating that Charters must register through a physical office.

Charter Boat operators meet the City of Newport's definition of "Business"

4.05.015 DEFINITIONS: Business – Any enterprise, establishment, store, shop, activity, profession, or undertaking doing business of any nature within the city, whether conducted directly, indirectly, or cooperatively, including the rental of real property as defined in this ordinance. "Business" does not include the on-premises sale of used household goods by a person who resides on the premises (a yard or garage sale), so long as the sale is conducted no more than four days in any calendar year. As used in this ordinance, the phrase "doing business" means an act or series of acts performed in the course or pursuit of a business activity for more than twenty (20) hours in one calendar year.

Charter Boat Operators are an enterprise, activity, profession undertaking business within the city conducted directly, indirectly or cooperatively. If the Charter Boat Operator is "doing business" for more than twenty (20) hours in one calendar year then they would need to get a business license.

Fees are adopted for moorage in the South Beach Marina and fees are adopted for moorage in the Bay Front Boat Basin. The current/past South Beach rates have been about 50% higher than the Bay Front rates. The preliminary proposed rate structure would have the SB rates about 37% greater than the Bay Front rates.

Charter boats have been told that they can't moor on the Bay Front.

Commercial fishing boats that moor in SB pay the SB rates.

The Newport Marina moors rental boats in one or two slips though the lease does not expressly state that the lessee receives free moorage.

The Port generated approximately \$13,000 last year from Charter Boat Moorage. Here is a summary of the current conditions...

		charged	received	moorage		rate	
Vessel Name	Owner	footage	annual income	type		good through	Previous note from Don Mann
Sea Pirate	Waddell	42	\$1,425	annual	BF	5/31/2014	will switch to SB on 6/1
Ilwaco	Tradewinds	44	\$1,477	annual	BF	4/30/2014	switched to SB last year
Misty	Tradewinds	56	\$2,125	annual	BF	8/31/2014	will switch to SB on 9/1
Enterprise	Debelloy	50	\$2,490	annual	SB	9/30/2014	
Miss Raven	Sorenson	41	\$1,372	annual	BF	7/31/2014	
Osprey	Barlow	40	\$786	bi	BF	4/5/2014	
Discovery	Mathews	65	\$1,459	bi	BF	4/30/2014	will switch to SB on 5/1
Umatilla II	Offshore	49	\$1,758	annual	BF	7/31/2014	
				Income /		Income /	
				vessel		charged ft.	
TOTAL		387	\$12,892	\$1,718.89		\$33.31	

SUGGESTED CRITERIA FOR RECEIVING DISCOUNTED (Charter) SOUTH BEACH RATES

1. Only annual moorage agreements are eligible for Charter rates.
2. Must provide the following documentation
 - a. Charter Boats must have city business license
 - b. Have proper insurance
 - c. Have proper certification/license
3. Pay annual charter permit fee.

As of Monday, I have not heard back from Chris and the Charter Boats, on these concepts, but I wanted to share the information that I've generated to date.

-###-

+/- CHANGE COMPARED TO BAY FRONT RATES PROPOSED IN DRAFT RESOLUTION

			received		resolution	proposed		
		charged	annual	moorage	BF rate	annual		difference +/- %
Vessel Name	Owner	footage	income	type		income		
Sea Pirate	Waddell	42	\$1,425	annual	39.17	\$1,645	\$221	15.5%
Ilwaco	Tradewind	44	\$1,477	annual	39.17	\$1,723	\$246	16.7%
Misty	Tradewind	56	\$2,125	annual	39.17	\$2,194	\$69	3.2%
Enterprise	Debelloy	50	\$2,490	annual	39.17	\$1,959	-\$532	-21.3%
Miss Raven	Sorenson	41	\$1,372	annual	39.17	\$1,606	\$234	17.1%
Osprey	Barlow	40	\$786	bi	39.17	\$1,567	\$781	99.3%
Discovery	Mathews	65	\$1,459	bi	39.17	\$2,546	\$1,087	74.5%
Umatilla II	Offshore	49	\$1,758	annual	39.17	\$1,919	\$161	9.2%
TOTAL		387	\$12,892			\$15,159	\$2,267	17.6%
		297						
Sea Venture	Tradewind	50	\$0	daily			Income / vessel O	\$1,841.66
Pastime II	Sorenson	40	\$0	annual			Income / vessel NI	\$1,894.85
							Difference	\$53.18 2.9%

+/- CHANGE COMPARED TO SOUTH BEACH RATES PROPOSED IN DRAFT RESOLUTION

			received		resolution	proposed		
		charged	annual	moorage	SB rate	annual		difference +/- %
Vessel Name	Owner	footage	income	type		income		
Sea Pirate	Waddell	42	\$1,425	annual	53.75	\$2,258	\$833	58.5%
Ilwaco	Tradewind	44	\$1,477	annual	53.75	\$2,365	\$888	60.1%
Misty	Tradewind	56	\$2,125	annual	53.75	\$3,010	\$885	41.6%
Enterprise	Debelloy	50	\$2,490	annual	53.75	\$2,688	\$198	7.9%
Miss Raven	Sorenson	41	\$1,372	annual	53.75	\$2,204	\$832	60.6%
Osprey	Barlow	40	\$786	bi	53.75	\$2,150	\$1,364	173.5%
Discovery	Mathews	65	\$1,459	bi	53.75	\$3,494	\$2,035	139.5%
Umatilla II	Offshore	49	\$1,758	annual	53.75	\$2,634	\$876	49.8%
TOTAL		387	\$12,892			\$20,801	\$7,910	61.4%
		297						
Sea Venture	Tradewind	50	\$0 daily				Income / vessel OLD	\$1,841.66
Pastime II	Sorenson	40	\$0 annual				Income / vessel NEW	\$2,600.16
							Difference	\$758.49 41.2%

+/- INCOME GOAL CREATES RATE

Vessel Name	Owner	charged footage	received annual income	moorage type			new proposed rates			difference +/- %
Sea Pirate	Waddell	42	\$1,425	annual			\$41.00	\$1,722.00	\$297	20.9%
Ilwaco	Tradewinds	44	\$1,477	annual			\$41.00	\$1,804.00	\$327	22.1%
Misty	Tradewinds	56	\$2,125	annual			\$41.00	\$2,296.00	\$171	8.0%
Enterprise	Debelloy	50	\$2,490	annual			\$41.00	\$2,050.00	-\$440	-17.7%
Miss Raven	Sorenson	41	\$1,372	annual			\$41.00	\$1,681.00	\$309	22.5%
Osprey	Barlow	40	\$786	bi			\$23.22	\$928.77	\$143	18.2%
Discovery	Mathews	65	\$1,459	bi			\$23.22	\$1,509.25	\$50	3.4%
Umatilla II	Offshore	49	\$1,758	annual			\$41.00	\$2,009.00	\$251	14.3%
				Income / vessel				Income / charged ft.		
TOTAL		387	\$12,892	\$1,718.89				\$14,000	\$1,108	8.6%
		297								
Sea Venture	Tradewinds	50	\$0 daily	-				Income / vessel OLD	\$1,718.89	
Pastime II	Sorenson	40	\$0 annual	-				Income / vessel NEW	\$2,000.00	
								Difference	\$281.11	16.4%
INCOME GOAL	biannual		income				proposed			
\$14,000	footage		%				rate			
8.6%	105	35%	17%	\$2,438			\$23.22			
	annual									
	footage									
	282	65%	83%	\$11,561.99			\$41.00			

+/- % INCREASE CREATES RATE

Vessel Name	Owner	charged footage	received annual income	moorage type			new proposed rates			difference +/- %
Sea Pirate	Waddell	42	\$1,425	annual			\$41.53 \$1,744.24	\$320		22.4%
Ilwaco	Tradewinds	44	\$1,477	annual			\$41.53 \$1,827.30	\$350		23.7%
Misty	Tradewinds	56	\$2,125	annual			\$41.53 \$2,325.65	\$201		9.4%
Enterprise	Debelloy	50	\$2,490	annual			\$41.00 \$2,050.00	-\$440		-17.7%
Miss Raven	Sorenson	41	\$1,372	annual			\$41.00 \$1,681.00	\$309		22.5%
Osprey	Barlow	40	\$786	bi			\$23.52 \$940.76	\$155		19.7%
Discovery	Mathews	65	\$1,459	bi			\$23.52 \$1,528.74	\$70		4.8%
Umatilla II	Offshore	49	\$1,758	annual			\$41.53 \$2,034.94	\$277		15.7%
				Income / vessel		Income / charged ft.				
TOTAL		387	\$12,892	\$1,718.89		\$33.31		\$14,133	\$1,241	9.6%

		297								
Sea Venture	Tradewinds	50	\$0 daily	-			Income / vessel OLD	\$1,718.89		
Pastime II	Sorenson	40	\$0 annual	-			Income / vessel NEW	\$2,018.95		
							Difference	\$300.06		17.5%

INCOME GOAL	biannual		income			proposed rate
\$14,181	footage		%			
10.0%	105	35%	17%	\$2,470	\$23.52	
	annual footage					
	282	65%	83%	\$11,711.32	\$41.53	

RENEWAL TO LEASE AGREEMENT

Date: May 20, 2014

Lessor: PORT OF NEWPORT, a Port District ("Landlord")
Duly organized and existing under ORS Chapter 777
600 S.E. Bay Boulevard
Newport, OR 97365

Lessee: YAQUINA BAY FRUIT PROCESSORS, LLC ("Lessee")
141 N.W. 57th Street
Newport, OR 97365

This renewal of lease agreement, dated May 20, 2014, is by and between the Port of Newport, a municipal Corporation and political subdivision of the State of Oregon, organized under and existing by virtue of ORS Chapter 777, hereinafter called "Lessor" and Yaquina Bay Fruit Processors, LLC; hereinafter called "Lessee". The intent is to allow the Lessee an opportunity to present a site development plan that meets the approval of both the City and Port of Newport and enter in to a longer-term agreement.

Relating to Section 1.3 entitled "Renewal" on page one of subject lease; Lessee exercises its option to renew this Lease for one successive term of twelve (12) months at the same rent and on the same terms as provided for the Current Term, Amendment to Lease dated February 1, 2009 and Letter dated April 16, 2010 for revised lease rate. Lessee has given Lessor written notice within thirty (30) days before expiration of the Initial Term, extending the term of lease from April 1, 2015 through March 31, 2016.

The lease as renewed by this instrument shall continue in full force and effect subject to the terms and provisions of this renewal to the lease. This renewal shall bind and inure to the benefit of Lessor, Lessee and their respective successors and permitted assigns. This renewal in conjunction with the lease sets forth the entire agreement between the parties. The lease agreement as renewed shall not be altered or modified except by a written memorandum signed by the parties.

In witness, Lessor and Lessee have executed this renewal to lease as of the day, month and year first written above.

LESSOR: PORT OF NEWPORT

Kevin Greenwood, General Manager

LESSEE: YAQUINA BAY FRUIT PROCESSORS, LLC



Harry Noah, President/Owner

5-6-14



600 S.E. BAY BOULEVARD

NEWPORT, OREGON 97365

(541) 265-7758

FAX (541) 265-4235

March 21, 2014

Joe Lamb
J. Lamb Marine Electronics
P. O. Box 936
Newport, OR 97365

Re Lease Renewal

Dear Joe:

This letter is to extend your lease as amended at Newport International Terminal an additional year: May 1, 2014 through April 30, 2015. All other terms and conditions shall continue in full force and effect. Your monthly lease rate will be \$568.46.

Please sign and date this letter below and return to the Port at your earliest convenience.

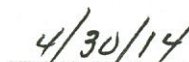
Sincerely,

Kevin Greenwood
General Manager

C: Port of Newport Commission
Barb Martin, Accounts Receivable
Jim Durkee, Terminal Manager



Joe Lamb
J. Lamb Marine Electronics



Date

**PORT OF NEWPORT
RESOLUTION NO. 2014-02**

**A RESOLUTION AMENDING THE PORT OF NEWPORT FACILITIES CODE TO CHANGE SECTIONS
RELATED TO INSURANCE COVERAGE, STRAY VOLTAGE, SOUTH BEACH DOCK STORAGE**

WHEREAS, the Port of Newport Board of Commissioners adopted Ord. No. 1-2013 on May 28, 2013 creating the Port of Newport Facilities Code (PONFC); and

WHEREAS, the PONFC may be amended from time to time by resolution of the Commission;
and

WHEREAS, industry insurance rules and regulations have changed and the Port wishes to codify those rules (Sec. 1.15) previously adopted by motion on November 19, 2013; and

WHEREAS, the Port requested a more stringent standard in the construction, quality and installation of South Beach Marina Dock Storage (Sec. 5.6) previously adopted by motion on November 19, 2013; and

WHEREAS, the Port Commission previously adopted by motion on November 19, 2013 rules adjusting the insurance coverage for commercial and recreational boats, AC current in conductors using port facilities, and civil penalties related to the PONFC; and

WHEREAS, a public meeting was held on May 22, 2014 to discuss this Resolution; NOW
THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Delete PONFC Section 1.15 and replace with the following:

Section 1.15. All vessels mooring at the Port must carry liability insurance that, at a minimum, meets the following criteria:

(a) Commercial Vessels

- (1) General Liability (Protection and Indemnity) insurance coverage, including wreck removal coverage, with a minimum policy limit of \$250,000 and coverage for pollution in the amount of \$300,000.
- (2) Resident vessels shall have the Port of Newport named as an additional insurance with respect to such policies and provide proof thereof within 30 days of registration with the Port.
- (3) Transient vessels shall provide proof of adequate coverage upon registration with the Port. Any transient vessel moored for 30 days or more must have the Port of Newport named as an additional insured with respect to such policies.

(b) Recreational Vessels

- (1) Ocean/Marine Liability insurance coverage, including wreck removal coverage, with a minimum policy limit of \$300,000 and coverage for pollution in the amount of \$300,000; or
- (2) Watercraft Liability that includes pollution and wreck removal with a minimum of \$500,000.

- (3) Resident vessels shall have the Port of Newport named as an additional insurance with respect to such policies and provide proof thereof within 30 days of registration with the Port.
 - (4) Transient vessels shall provide proof of adequate coverage upon registration with the Port. Any transient vessel moored for 30 days or more must have the Port of Newport named as an additional insured with respect to such policies.
- (c) Changes to limits/coverage may be adopted via rates, fees and charges resolution.

Section 2. Replace Section 2.11, Stray Voltage Prevention, with...:

Section 2.11. Stray Voltage Prevention

- (a) The Port may measure the electrical power leads to any vessel connected to the Port's electrical power outlets and disconnect the vessel if it does not meet the following criteria:
 - (1) The A.C. current in the two current-carrying conductors of the 120 volt, single- phase power leads are equal.
 - (2) The A.C. currents in the two current carrying conductors of a 120V/208V-240V single-phase electrical circuit balance.
 - (3) The A.C. currents in the three current-carrying conductors of a 120V/208V-240V three-phase electrical circuit balance with respect to the current draw.

Section 3. Delete PONFC Section 5.6 and replace with the following:

Section 5.6. Dock Storage. Subject to the section, no bins, lockers, stairways, ladders, dinghies, small boats, fishing or crabbing equipment, fillet tables, or other personal property may be left on docks or piers.

- (a) Storage boxes may be placed at the triangular finger pier connection provided they are:
 - (1) triangular in shape (90-degrees),
 - (2) 50" width across back,
 - (3) 30" along each of the two sides,
 - (4) No taller than 33", and
 - (5) Approved by the Harbormaster
- (b) If a piling obstructs ability to use triangular area for storage box, a rectangular box no larger than 24" wide, 48" long and 33" high may be placed on the dock immediately in front of vessel, if the box is approved by the Harbormaster
- (c) No boxes are to be homemade or constructed by Rubbermaid or SunCast or of similar construction material.
- (d) Boxes must be attached with exterior brackets to allow for removal without opening the box. Specific instructions can be obtained from the Harbormaster or at the Marina Office.

- (e) Such boxes are for the storage of equipment and tools related to the vessel only and may not be used a fillet tables. No flammable liquids may be stored at any time, and no powered electrical appliances of any sort may be stored for use therein.
- (f) Port may provide pre-approved boxes to moorage customers for an appropriate charge.
- (g) Portable stairways no wider than half the width of the finger pier may be left on the finger pier in a manner that does not obstruct foot traffic along the finger pier.
- (h) Both storage boxes and portable stairways must be labeled with the name of the vessel and/or its Owner/Operator.

Section 4. Replace Section 7.4, Schedule of Civil Penalties, Subsections (a)(1-4) with....:

Section 7.4, Schedule of Civil Penalties

- (1) Class A violation: 0-14 days, \$300; 15-29 days, \$600; 30+ days, \$1,000.
- (2) Class B violation: 0-14 days, \$150; 15-29 days, \$300; 30+ days, \$500.
- (3) Class C violation: 0-14 days, \$30; 15-29 days, \$60; 30+ days, \$100.
- (4) Class D violation: 0-14 days, \$15; 15-29 days, \$30; 30+ days, \$50.
- (5) Changes to amounts may be adopted via rates, fees and charges resolution.

Section 5. The changes in this resolution take effect as of the date originally adopted by the Port Commission.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of May, 2014.

JoAnn Barton, President

ATTEST:

Walter Chuck, Secretary/Treasurer

Darlene Webster

From: Mona Holmes <monah@servcopacific.com>
Sent: Wednesday, May 07, 2014 9:43 AM
To: Darlene Webster
Cc: Jon McKnight
Subject: Changes and Contact Information
Attachments: PORTOFNEWPORT.docx

Hi Darlene,

Thanks for taking Scott's phone and speaking to me this morning.

First of all, our new contact information:

Main # for now is my cell: 541-272-2423

Secondary phone is Jon McKnight's cell number: 541-961-1572

Emails are:

Jon McKnight: jonm@servcopacific.com

Deb Smith: debs@servcopacific.com

Sue Keese: suek@servcopacific.com

Mona Holmes: monah@servcopacific.com

We've set up a temporary office at 914 SW Coast Hwy, Suite 207, Newport, OR 97365. It's the building between Dutch Brothers and the Chevron Station before the bridge.

What has occurred, as I relayed this morning is that Wells Fargo Insurance sold 42 of their offices, and we were one of them. The buyer is another large corporation that we did not feel would be a good fit for our clients. We offered to buy ourselves from Wells Fargo, but they and the buyer, would not negotiate with us. We elected to go back to our roots and recreate Yaquina Insurance with the help of a Marine Insurance specific company, Servco Pacific. They are committed to helping us do what we do best: provide Marine Insurance in Newport, Oregon.

I've attached a Broker of Record letter that I hope the Port will consider signing. This is the only way we can continue to service the Port's Marine Insurance (Floating Docks, Port owned vessels and Pollution Liability).

I am standing by for any questions you may have.

Kindest Regards,

Mona

Mona Holmes | Account Executive

C: 541-272-2423 | Email: monah@servcopacific.com | Website: <http://www.servcopacific.com>



IMPORTANT NOTICE:

The information in this email (and any attachments) is confidential. If you are not the intended recipient, you must not use or disseminate the information. If you have received this email in error, please immediately notify me by "Reply" command and permanently delete the original and any copies or printouts thereof. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Servco for any loss or damage arising in any way from its use.

Port of Newport
600 SE Bay Blvd
Newport, OR 97365

TO: UNDERWRITERS AND/OR LONDON BROKERS
AND/OR OTHER INTERMEDIARIES AND/OR
CLAIMS ADJUSTERS AS MAY BE CONCERNED

RE: APPOINTMENT OF NEW BROKER

This will confirm that as of May 7, 2014, we have appointed Servco Pacific Insurance, Suite 220, 1100 Dexter Ave. N, Seattle, WA 98109 as our exclusive broker with respects to all insurances placed on our behalf. The appointment of Servco Pacific Insurance rescinds all previous appointments and the authority contained therein shall remain in full force and effect until canceled by us in writing.

We understand that Servco Pacific Insurances has no responsibility for any deficiencies in the insurance program covered by the above mentioned policies to which this letter applies, until they have had a reasonable opportunity to make a review and provide us with their recommendations.

This letter also constitutes your authority to furnish Servco Pacific Insurance representatives with all information they may request as it pertains to our insurance contracts, rates, rating schedules, surveys, reserves, claims files (both open and closed), retention and all other financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies.

Thank you for cooperating with representatives of Servco Pacific Insurance and for assisting in every way possible in negotiations concerning our business with your company. In the event that your company normally has a 10 days' notice of rescission policy for the former broker, we ask that this be waived.

Sincerely,

Port Manager

**PORT OF NEWPORT
RESOLUTION NO. 2014-___**

A RESOLUTION ADOPTING A COMPENSATION PLAN FOR PORT EMPLOYEES

WHEREAS, Resolution No. 2000-01 adopted Personnel Rules for public officials of the Port of Newport; and

WHEREAS, the Board of Commissioners believes that a Compensation Plan should be reviewed annually and adopted by resolution; and

WHEREAS, the Plan shall include rates of pay, entrance salaries, step increases and other employment benefits; and,

WHEREAS, elements of this plan were reviewed by the Port Commission at their April 8, 2014 budget priorities work shop and again by the Budget Committee at their May 13, 2014 meeting; and,

WHEREAS, the Budget Committee approved the FY 2014-15 budget as presented; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Purpose. The purpose of this resolution is to establish a Compensation Plan for employees in the career service of the port beginning July 1, 2014 and shall appear as an appendix in the Personnel Rules of the Port of Newport along with other supporting documentation.

Section 2. Cost of Living Adjustment (COLA). The port shall not issue a COLA for Fiscal Year 2014-15. The rate as identified in the most recent completed calendar year as published by the U.S. Bureau of Labor Statistics, Portland Consumer Price Index-U was 2.8%. All rates, categories and steps noted in this resolution shall not be adjusted.

Section 3. Rates of Pay. Each employee shall be paid an hourly rate of pay within the salary range for the class in which he/she is employed. Rates of pay include twelve steps for eligible employees pursuant to Personnel Rules. The percent increase between steps shall be two-and-one-half percent (2.5%). Temporary or part-time employment rates start at Oregon state minimum wage unless approved by the General Manager.

	HOURLY	
	LOW	HIGH
A. <u>General Manager</u>	\$38.46	\$50.46
B. <u>Finance Director</u>	\$33.65	\$44.16
C. <u>Facilities Manager (MOC-P)</u>	\$30.34	\$39.81
D. <u>Project Manager/Engineer Tech</u>	\$23.08	\$30.28

E. <u>Grant/Permit Coordinator</u>	\$22.50	\$29.52
F. <u>Harbor Master</u>	\$19.48	\$25.56
G. <u>Terminal Manager</u>	\$18.04	\$23.67
H. <u>Maintenance I</u>	\$15.94	\$20.91
I. <u>Accounting Specialist I</u>	\$13.45	\$17.65
J. <u>Administrative Assistant</u>	\$11.94	\$15.67
K. <u>Maintenance II</u>	\$11.85	\$15.55
L. <u>Accounting Specialist II</u>	\$10.00	\$13.12
M. <u>Maintenance III</u>	\$9.10	\$11.94

Section 4. Health Care Insurance. The port shall cover the monthly premium for employees' health care insurance though coverage will be available for employees' spouse and dependents if fully paid by the employee unless otherwise stated within an employment contract. Coverage is provided through Pacific Source and Standard Insurance as negotiated by Special Districts Association of Oregon (SDAO). The medical plan includes a \$5,000 annual deductible, \$10,000 for family coverage.

	MONTHLY	
A. <u>Medical</u> . "Red" Plan. PPO L	\$582.88	/ \$1,538.31
B. <u>Dental</u> . Option II	\$55.06	/ \$146.48

Section 5. Retirement Plan. The port shall provide employees with a retirement plan funded through the State of Oregon Public Employees Retirement System (PERS). The employee shall be responsible for their portion (6%) of the plan.

	MONTHLY	
A. <u>Tier I</u>	10.06%	
B. <u>Tier II</u>	10.06%	
C. <u>OPSRP (Tier III)</u>	10.01%	

Section 6. Health Reimbursement Arrangement (HRA). The port agrees to reimburse employees for eligible expenses (i.e. out-of-pocket expenses) above the \$1,000 deductible with an annual maximum reimbursement of \$3,500; \$2,000 deductible with an annual maximum reimbursement of \$7,000. The unused reimbursement may not be liquidated by the employee nor may it be carried over to the following fiscal year.

Section 7. Deferred Compensation. The port shall provide a deferred compensation plan for its employees through the Oregon Growth Savings retirement account. This plan is entirely funded through employee contributions.

Section 8. Section 125 Pre-tax Medical Plan. The port shall provide employees access to a Flexible Spending Account or other Section 125 plan for dependent health care coverage paid for through employment agreements or by the benefitting employee.

Section 9. Bonus Consideration. The General Manager shall have the authority to issue on behalf of the port a holiday bonus to employees in an amount not

to exceed \$100 based upon financial and other considerations. Commission grants General Manager an equal bonus as may be issued to other career service employees.

Section 10. Delegation of Responsibility. The manager shall have the authority to adjust these rates or benefits on a temporary basis due to changes in any of the contractual agreements related to the aforementioned benefits. Any adjustments to these rates or benefits will be reported to the commission at its next regular meeting.

Section 11. Annual Review. The commission shall annually review and adopt a new Compensation Plan prior to the subsequent budget's adoption. A one page summary of the financial implications of this plan shall be included as a part of the proposed budget.

Section 12. Repealer. All previous rates and benefits are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of May, 2014.

JoAnn Barton, President

ATTEST:

Walter Chuck, Secretary/Treasurer

Port Of Newport

Group Major Medical Plan Analysis

June 1, 2014 Renewal

← RECOMMENDED PLANS

	Current Pacific Source Health Plans Value J Rx 15/30/50 PDL MAC B Vision & Dental		Renewal Pacific Source Health Plans Red PPO J \$2,500 Deductible Rx & Vision		Option 1 Pacific Source Health Plans Red PPO K \$3,000 Deductible Rx & Vision		Option 2 Pacific Source Health Plans Red PPO L \$5,000 Deductible Rx & Vision	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Plan Features								
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Deductible								
Individual	\$2,500	\$2,500	\$2,500	\$5,000	\$3,000	\$3,000	\$5,000	\$5,000
Family	\$7,500	\$7,500	\$5,000	\$10,000	\$6,000	\$6,000	\$10,000	\$6,000
Coinsurance	30%	50%	30%	50%	30%	50%	30%	50%
Out-of-Pocket Maximum								
Individual	\$6,000	\$8,000	\$6,000	\$7,000	\$6,350	\$12,700	\$6,350	\$12,700
Family	\$12,000	\$8,000 Per Person	\$12,700	Not Applicable	\$12,700	Not Applicable	\$12,700	Not Applicable
Emergency Room	\$250 Copay then 30% Deductible Waived	50% After Deductible	\$250 Copay	50% After Deductible	\$250 Copay	50% After Deductible	\$250 Copay	50% After Deductible
Urgent Care	\$35 Copay	\$35 Copay then 30% After Deductible	\$35 Copay	50% After Deductible	\$35 Copay	50% After Deductible	\$35 Copay	50% After Deductible
Ambulance	30% After Deductible	30% After Deductible	30% After Deductible	30% After Deductible	30% After Deductible	30% After Deductible	20% After Deductible	20% After Deductible
Routine Services								
Adult Preventive Care	No Charge	30% After Deductible	No Charge	50% After Deductible	No Charge	50% After Deductible	No Charge	50% After Deductible
Office Visit Copay	\$35 Copay	\$35 Copay then 30% After Deductible	\$35 Copay	50% After Deductible	\$35 Copay	50% After Deductible	\$35 Copay	50% After Deductible
Outpatient Services								
Alternative Services	Not Covered	Not Covered	\$35 Copay \$1,500 Maximum	50% After Deductible	\$35 Copay \$1,500 Maximum	50% After Deductible	\$35 Copay \$1,500 Maximum	50% After Deductible
Lab and X-Ray	100% of First \$400 then 30% After Deductible	50% After Deductible	Basic Imaging 30% Deductible Waived-Advanced 30% After Deductible	50% After Deductible	Basic Imaging 30% Deductible Waived-Advanced 30% After Deductible	50% After Deductible	Basic Imaging 30% Deductible Waived-Advanced 30% After Deductible	50% After Deductible
Durable Medical Equipment	30% After Deductible	50% After Deductible	30% After Deductible	50% After Deductible	30% After Deductible	50% After Deductible	30% After Deductible	50% After Deductible
Supplemental Accident Benefit								
Prescription Drugs								
Generic	\$15 Copay		\$10 Copay		\$10 Copay		\$10 Copay	
Preferred Brand	\$30 Copay		\$30 Copay		\$30 Copay		\$30 Copay	
Non-Preferred Brand	\$50 Copay		\$50 Copay		\$50 Copay		\$50 Copay	
# of Employees Covered	15		15		15		15	
Vision/Rider	Exam Every 12 Months See Schedule		\$35 Copay \$250 Allowance		\$35 Copay \$250 Allowance		\$35 Copay \$250 Allowance	
Provider Network								
Name of Network	Preferred Providers	Non-Networked Providers	Preferred Providers	Non-Networked Providers	Preferred Providers	Non-Networked Providers	Preferred Providers	Non-Networked Providers
Provider's Website	www.sdao.com		www.sdao.com		www.modahealth.com		www.modahealth.com	
Rates	Counts							
Employee Only	14		\$498.27	\$620.89	\$604.00		\$582.88	
Employee & Family	1		\$1,315.45	\$1,639.17	\$1,594.57		\$1,538.81	
Estimated Monthly Premium			\$8,291.23	\$10,331.63	\$10,050.57		\$9,699.13	
Estimated Annual Premium			\$99,494.76	\$123,979.56	\$120,606.84		\$116,389.56	

Rates are Subject to Final Enrollment Census and Underwriting.

Rates are not guaranteed until final underwriting approval

Benefits are not guaranteed, this is just an overview of benefit descriptions

lowest total increase HRA reimbursements

Port Of Newport

Group Major Medical Plan Analysis

June 1, 2014 Renewal

JUNE 1

Benefits	Current Pacific Source Health Plans Value J Rx 15/30/50 PDL MAC B Vision & Dental		Renewal Pacific Source Health Plans Red PPO J \$2,500 Deductible Rx & Vision		Option 1 ODS/MODA Health PPO \$2000 Deductible Rx & Vision	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Plan Features						
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Deductible						
Individual	\$2,500	\$2,500	\$2,500	\$5,000	\$2,000	\$4,000
Family	\$7,500	\$7,500	\$5,000	\$10,000	\$4,000	\$8,000
Coinsurance	30%	50%	30%	50%	20%	50%
Out-of-Pocket Maximum						
Individual	\$6,000	\$8,000	\$6,000	\$7,000	\$6,350	\$12,700
Family	\$12,000	\$8,000 Per Person	\$12,700	Not Applicable	\$12,700	\$25,400
Emergency Room	\$250 Copay then 30% Deductible Waived	50% After Deductible	\$250 Copay	50% After Deductible	\$200 Copay	\$200 Copay
Urgent Care	\$35 Copay	\$35 Copay then 30% After Deductible	\$35 Copay	50% After Deductible	\$25 Copay	50% After Deductible
Ambulance	50% After Deductible	50% After Deductible	30% After Deductible	30% After Deductible	20% After Deductible	20% After Deductible
Routine Services						
Adult Preventive Care	No Charge	30% After Deductible	No Charge	50% After Deductible	No Charge	50% After Deductible
Office Visit Copay	\$35 Copay	\$35 Copay then 30% After Deductible	\$35 Copay	50% After Deductible	\$25 Copay	50% After Deductible
Outpatient Services						
Alternative Services	Not Covered	Not Covered	\$35 Copay \$1,500 Maximum	50% After Deductible	\$25 Copay \$1,500 Maximum	50% After Deductible
Lab and X-Ray	100% of First \$400 then 30% After Deductible	50% After Deductible	Basic Imaging 30% Deductible Waived-Advanced 30% After Deductible	50% After Deductible	20% Deductible Waived	50% After Deductible
Durable Medical Equipment	30% After Deductible	50% After Deductible	30% After Deductible	50% After Deductible	20% After Deductible	50% After Deductible
Supplemental Accident Benefit						
Prescription Drugs						
Generic	\$15 Copay		\$10 Copay		\$2 or \$15 Copay 50% Deductible Waived	
Preferred Brand	\$30 Copay		\$30 Copay		50% Deductible Waived	
Non-Preferred Brand	\$50 Copay		\$50 Copay	+	50% Deductible Waived	-
# of Employees Covered	15		15		15	
Vision/Rider	Exam Every 12 Months See Schedule		\$35 Copay \$250 Allowance		\$200 Allowance	
Provider Network						
Name of Network	Preferred Providers	Non-Networked Providers	Preferred Providers	Non-Networked Providers	Preferred Providers	Non-Networked Providers
Provider's Website	www.sdao.com		www.sdao.com		www.modahealth.com	
Rates						
Employee Only	14	\$498.27	\$620.89	\$589.35		
Employee & Family	1	\$1,315.45	\$1,639.17	\$1,679.64		
Estimated Monthly Premium		\$8,291.23	\$10,331.63	\$9,930.54		
Estimated Annual Premium		\$99,494.76	\$123,979.56	\$119,166.48		

*not a value reg. service
prescription is not so good for HSA*

Rates are Subject to Final Enrollment Census and Underwriting.

Rates are not guaranteed until final underwriting approval

Benefits are not guaranteed, this is just an overview of benefit descriptions

Port Of Newport

Group Dental Plan Analysis

June 1, 2014 Renewal

	Current	Renewal
	Pacific Source Health Plans Incentive Dental Option II \$1500 Maximum	Pacific Source Health Plans Incentive Dental Option II \$1500 Maximum
Plan Features		
Annual Deductible		
Individual	\$0	\$0
Family	\$0	\$0
Maximum Annual Benefit Amount	\$1,500	\$1,500
Type I - Preventive	70%/80%/90%/100%	70%/80%/90%/100%
Waiting Period	None	None
Type II - Basic Service	70%/80%/90%/100%	70%/80%/90%/100%
Waiting Period	None	None
Type III - Major Services	50%	50%
Waiting Period	12 months with no prior coverage	12 months with no prior coverage
Provider Network	Preferred Providers	Preferred Providers
Name of Network	Pacific Source Dental Network	
Network Website	www.sdao.com	www.sdao.com
Rates		
Employee Only		
Counts		
13	\$53.43	\$55.06
Employee + Family		
Counts		
2	\$142.13	\$146.48
Estimated Monthly Premium	\$978.85	\$1,008.74
Estimated Annual Premium	\$11,746.20	\$12,104.88

Rates are Subject to Final Enrollment Census and Underwriting.

Rates are not guaranteed until final underwriting approval

Benefits are not guaranteed, this is just an overview of benefit descriptions

last week of work

Gray Warehouse Roof Replacement

Port of Newport

International Terminal

I asked for quotes from Tough Construction, Trevillian Construction and R & R Houston Builders, all companies that have done good work for us in the past. I gave them the following requirements

1. Remove old metal roofing and ridge cap from approx. 40' x 120' warehouse and dispose off-site.
2. Replace underlying vapor barrier only as needed.
3. Install 24 gauge ASC Delta Rib and ridge cap, white painted material with matching colored screws.

All of the contractors inspected the site themselves. Two of the builders provided additional options including stainless screws and upgraded styles of roofing material. I don't see any reason to use stainless screws, the old roof rusted away from the screws, the screws were still intact. I suspect stainless would actually cause more corrosion in the surrounding steel.

Comparing the quotes on the above requirements we have

R & R Houston Builders	\$23,290.00
Trevillian Construction	\$22,430.00
Tough Construction	\$13,100.00

Tough Construction was considerably cheaper. They replaced the roof on the old warehouse above Foul Weather Trawl and to my knowledge we didn't have any issues with that job. Unless anyone has any questions I recommend we give the job to Tough Construction.

Jim Durkee

PROPOSAL

TOUGH CONSTRUCTION
Bradley J. Tough
1155 South Bay Road
Toledo, OR 97391

CCB# 121286 #241-270-3388

PROPOSAL NO.
SHEET NO.
DATE 3-27-14

PROPOSAL SUBMITTED TO:
NAME PORT OF NEWPORT
ADDRESS ATTN: JIM DURKEE
PHONE NO. 541-574-1053 FAX

WORK TO BE PERFORMED AT:
ADDRESS STORAGE BLDG
DATE OF PLANS
ARCHITECT

We hereby propose to furnish materials and perform the labor necessary for the completion of RE-ROOF STORAGE BLDG.

1. REMOVE EXISTING ROOFING & DISPOSE OFF-SITE.
2. INSTALL ASC DELTA RIB 24 GA. METAL. *Painted? white.*
3. INSTALL 24" "TOUGH RIDGE". *Mid June Possibly*

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of 13,100⁰⁰ Dollars (\$ 13,100⁰⁰)

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: B. J. Tough
Per _____
Note—this proposal may be withdrawn by us if not accepted within 60 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____
Signature _____

TREVILLIAN CONSTRUCTION
 4825 N. Beaver Creek Road
 SEAL ROCK, OREGON 97376

Bid

JOB INVOICE

(541) 563-4496
 FAX (541) 563-4756

Cell 541-270-545 1560

PHONE 541-265-9657	DATE OF ORDER
ORDER TAKEN BY Ron Trevillian	CUSTOMER'S ORDER NUMBER 1560
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER Port of Newport	
JOB LOCATION 1570 S.E. Bay Boulevard Newport OR	
JOB PHONE	STARTING DATE

TO Port of Newport
600 S.E. Bay Boulevard
Newport OR 97365

TERMS:

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK																								
> 1	26 Gal. with standard screws		20,124.00	Change out steel roof 120' x 40' At International Terminal Newport Or.																								
2	26 Gal. with SS screws		21,324.00																									
3	24 Gal. with standard screws		22,430.00																									
4	24 Gal. with SS screws		23,630.00																									
	4-11-14 Bid good for 30 days																											
	Thank you Ron Trevillian																											
				<table border="1"> <tr> <th colspan="3">TOTAL OTHER</th> </tr> <tr> <th>LABOR</th> <th>HRS.</th> <th>RATE</th> </tr> <tr> <td>1- 20,124.00</td> <td></td> <td></td> </tr> <tr> <td>2- 21,324.00</td> <td></td> <td></td> </tr> <tr> <td>3- 22,430.00</td> <td></td> <td></td> </tr> <tr> <td>4- 23,630.00</td> <td></td> <td></td> </tr> <tr> <td>1-11-14</td> <td></td> <td></td> </tr> <tr> <td>Ron Trevillian</td> <td></td> <td></td> </tr> </table>	TOTAL OTHER			LABOR	HRS.	RATE	1- 20,124.00			2- 21,324.00			3- 22,430.00			4- 23,630.00			1-11-14			Ron Trevillian		
TOTAL OTHER																												
LABOR	HRS.	RATE																										
1- 20,124.00																												
2- 21,324.00																												
3- 22,430.00																												
4- 23,630.00																												
1-11-14																												
Ron Trevillian																												
				TOTAL LABOR																								
				TOTAL MATERIALS																								
				TOTAL OTHER																								

DATE COMPLETED _____ TOTAL MATERIALS _____

Work ordered by Jim Durkee

Signature _____
 I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX	
TOTAL	

R&R Houston Builders,

CCB# 94378

PO Box 343

Seal Rock, OR 97376

Estimate

Date	Estimate #
5/15/2014	27223

Name / Address
Port of Newport 600 SE Bay Blvd Newport, OR 97365

Project	
Storage Building	
Description	Total
<p>SUPER SPAN DELTA RIDGE</p> <p>This estimate is for replacing the roof on the storage building located on the west side of the Port of Newport terminals. Work to be done as described below:</p> <ol style="list-style-type: none">1) Remove existing gable and ridge flashing.2) Remove existing galvanized roof metal.3) Inspect for dry rot.4) Install 3' foot ASC 26 gauge Super Span Delta Ridge.5) Install new gable, drip and ridge flashing. All flashing to be 26 gauge.6) Haul away all debris. <p>Total cost for labor and materials</p> <p>Note: Additional cost for Stainless Steel colored screws ADD \$150 Note: Additional cost for 24 gauge Super Span Delta Ridge and 24 gauge flashing ADD \$1,640</p>	<p>21,650.00</p>
Total \$21,650.00	

This estimate is valid for 30 days.

r.r.houstonbuilders@gmail.com

Signature _____

R&R Houston Builders,

CCB# 94378

PO Box 343

Seal Rock, OR 97376

Estimate

Date	Estimate #
5/15/2014	27224

Name / Address
Port of Newport 600 SE Bay Blvd Newport, OR 97365

Project
Storage Building

Description	Total
SKYLINE This estimate is for replacing the roof on the storage building located on the west side of the Port of Newport terminals. Work to be done as described below: 1) Remove existing gable and ridge flashing. 2) Remove existing galvanized roof metal. 3) Inspect for dry rot. 4) Install 16" inch ASC 26 gauge Skyline with hidden fasteners. 5) Install new gable, drip and ridge flashing. All flashing to be 26 gauge. 6) Haul away all debris. Total cost for labor and materials	24,285.00
Note: Additional cost for Stainless Steel colored screws ADD \$200 Note: Additional cost for 24 gauge Skyline and 24 gauge flashing ADD \$2,300	
Total	\$24,285.00

This estimate is valid for 30 days.

r.r.houstonbuilders@gmail.com

Signature _____

gLas

Architects, LLC

1415 Pearl Street - Eugene, Oregon 97401
Phone: (541) 686-2014 - Fax: (541) 686-2017

May 13, 2014

Kevin Greenwood, Director
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365

Dear Kevin:

Jim and I enjoyed our meeting with you and Rick Fuller and appreciate this opportunity to continue our relationship with the Port.

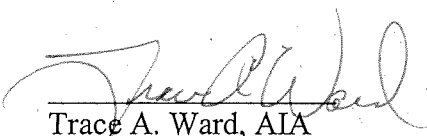
In our discussion you described two separate projects, the Port Office Building and the Yaquina Ocean Technology Center, and requested our fee proposal for both projects.

We propose to provide services for both projects on an hourly fee and expense basis, in accordance with the attached rate schedule. Our fee for a conceptual design and cost estimate for the Port Office Building would not exceed \$5000. Conceptual design documents would include a basic site plan, floor plan and exterior elevations.

Our involvement in the Yaquina Ocean Technology Center would include assistance in programming and conceptual design of a multi-agency storage, office, and conference facility located on Port property south of the NOAA MOC-P site. This would be a continuation of a project we were previously involved in with Don Mann, and earlier with Rick Brown of NOAA Fisheries. Our services would initially be provided on an as-needed basis, in response to your request. Fees would be on an hourly basis, until the scope of the project is more clearly identified. Once the project needs are understood, we would provide an overall fee proposal; on either a stipulated sum or not-to-exceed basis.

We are greatly honored to have served as architects for the Port in the past, and look forward to the opportunity to continue. Please let us know if you have any questions regarding this proposal.

Sincerely,



Trace A. Ward, AIA
Principal/Member

Attachment



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

To: Port of Newport Commission
From: Jim Durkee, Terminal Operations Supervisor
Copy: Port Management Staff
Date: May 15, 2014
Re: May Manager's Report

Maintenance

I had all six tires replaced on the H90 Hyster forklift. I also replaced the battery.

Construction

I received a third quote on the grey warehouse roof replacement, this one from R & R Construction. We should be ready to proceed with this project now. I submitted those quotes to you today.

I finished painting the storeroom in the loft, primer only in case someone wants to spray texture someday. I installed the lights, heater, trim-work and door. It is ready to start moving in records as soon as we get shelves.

The construction sign up on the berm overlooking the Terminal was falling over again so I removed it, I don't think we need it anymore.

Fishing Fleet Activity

More boats came back from Alaska, stripped out their gear and loaded for Pacific Whiting fishing. I had a few boats sitting at the dock for quite a while doing work on fish holds, engines, etc.

Shrimp boats continue to come in for repair work.

NMFS brought in their survey gear to be loaded later this month on the Last Straw and Noah's Ark.

Other Activities

I was going to attend a security seminar in Coos Bay that was put on by the Coast Guard "designed to improve the capability of maritime stakeholders to identify, report, evaluate, and

share pre-incident terrorism indicators to prevent future acts of terrorism” but I was busy trying to get things done before taking a week off.

I led a tour of the Terminal facilities for a group from the Oregon Department of Forestry. There was obviously a lot of interest in possible log exports from them, more logs exported from private land means more demand locally for logs from state lands.

Overview of April Services

14 fishing vessels spent a total of 89 days moored at the Terminal dock.

20 fishing vessels used the Terminal dock for work. At least 1 vessel took on fuel.

26 hours of forklift service were provided.

18 hours of crane service were provided.



FACILITY MANAGER'S MONTHLY REPORT

FACILITY: NOAA MOC-P
DATE: 5/16/2014
PERIOD: May 2014
TO: Kevin Greenwood
ISSUED BY: Rick Fuller

Summary

Grounds related maintenance continues as the focus in this period. Purchase and installation of replacement plantings spruced up the main entrance area and added a splash of "NOAA" blue color with the popular Grace Ward ground cover. The dune grass at the main entrance was cut down, reseeded and will now be mowed in conjunction with the exterior green belt maintenance creating a much cleaner look to the entrance. Quarterly maintenance inspections were performed on the high HVAC equipment and overhead doors at the warehouse which requires a scissor lift for access. While the lift equipment was on site, one of the wharf pole lamps was maintained and the warehouse exterior was inspected resulting in power washing of the wash bay roof. Maintenance repair and chain drive part replacement was performed on the main entry gate following a weekend call that the gate was having operation issues. I received delivery of 800lf of bird spikes which will be installed at the parapet of the warehouse roofs as weather permits. The bird deterrent will help keep the warehouse exterior walls clean of excrement and reduce the bird dropping around the building.

Minimal issues were seen at the wharf. Stainless steel anchor chains were installed on two of the middle demarcation buoys as the initial installation used steel chain for attachment to the concrete anchor blocks which had corroded. Labeling was installed at the shore power cabinets and the lamp poles to help prevent user damage. As required by permit conditions, ODFW conducted a two day gaper clam survey at the wharf area and Sally's bend. The Port of Newport contracts and provides a dive team for the operation. The results are pending.

Total full time building occupancy adjusted to approximately 71% of office space in preparation of the scheduled MOC-P command change. As of today, Capt. Mark Baird will be assuming the position of MOC-P commanding officer replacing Capt. Wade Blake who will be taking command of the Earth Center Research Laboratory in Boulder, Colorado. Earlier this week the R/V Bell M. Shamada returned to its home port in Newport and changed command with CDR Brian Parker replacing CDR Scott Sirois. CDR Parker was the acting MOC-P chief of operations for the last two years. The R/V Rainier departed in April bound for Alaska. The McArthur and Ka'Imimoana remain at berth #5 & #6. The Yaquina Dredge made a short visit for fuel and crew change. See changes to bar crossing log in this period.

Specific work this period:

- Regular scheduled monthly and quarterly preventative maintenance
- Grounds maintenance with focus on spring start up and shrubbery improvement
- Main entry repair and maintenance
- Demarcation buoy repair and maintenance
- Wharf lamp replacement
- Warehouse exterior inspection and cleaning
- Sprinkler system startup
- Repair of irrigation hydrant piping at admin building patio

NOAA MOC-P Bar Crossing Log 2014

	ARRIVAL	DEPARTURE	NAME	ROSTER#	NOTE
	10/7/2013	1/13/2014	Rainier	39	Bound for Alaska
	9/16/2013	1/19/2014	Bell M. Shamada	22	Bound for Alaska
	1/20/2014	3/31/14	State Patrol boat "Guardian"	2	Small boat dock
	10/23/2013	3/26/14	Fairweather	35	Bound for Seattle
	3/26/2014	4/21/14	Rainier	31 38	Crew change/maintenance repairs
	4/22/2014	4/22/14	Dredge Yaquina	40	Fuel/ crew change
	5/11/2014		Bell M. Shamada	21	Change of command, crew leave, maintenance
			TOTAL	228	

Occupancy

To: Port of Newport Board of Commissioners

From: South Beach Marina & RV Park

Date: May 10, 2014

Re: **April** South Beach Occupancy Report

It has been a slow spring and this is reflected in the lower occupancy numbers in both RV parks and the Marina as compared to this time last year.

In April 109 guests made online reservations. This has allowed guests to register, check in and pay for their stay when the office is not available.

In May we will have the two guest docks (F & J) available online. This will be an efficient way to link transient moorage with guest who also book RV sites. There are additional challenges in adapting the new software for the long term moorage docks but we are hopeful that the Hercules staff will be able to resolve these issues.

Dianne Walker has been hired as a worker/host for the Annex Park and a fill-in at the office. She has worked at other RV parks, National Forest Service Parks and at Mt. Rainer National Park, and has various campground reservation systems experience as well as campground skills. She is a full-time RVer and her experience and knowledge will be a big asset to our office.

Occupancy Figures:

	2013	2014	Change
Marina	6658	6471	-6%
Marina RV	702	628	-8.55%
Annex RV	191	111	-42.68%
Totals	893	739	-19.05%

Port of Newport

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

MANAGERS REPORT

To: Port of Newport Board of Commissioners
From: Chris Urbach, Harbormaster
Copy: Port Management Staff
Date: May 19, 2014
Re: South Beach Operations

Davis shows and loyalty days went off with no problems

Diane park host slash office worker is now on duty

We have set the kiosk under the bridge for interruptive pictures of bridge and surrounding area

We are working with Wi-Fi contractor on power supply for antenna in dry camp lot and drilling a hole in the CXT concrete building to run cables through

Ordered seven more wheel barrows for the docks

New dock regulation signs have been installed at the top of every dock. We have only had a couple of people try to put their homemade dock boxes back down on the docks

We have sprung a leak in one of our old water heaters in the marina showers there are two of them men's and women's the heaters are about 30 years old. I'm working on replacement cost

We failed our annual line leak test on the underground piping I have been working with many people and companies and DEQ to come up with the fix \$\$\$\$

The first Halibut season was blown out next one looks good



TCB Security Services, Inc.

437 N.E. 1st St
Newport, Or. 97365

Office: 541-265-5265
Fax: 541-265-4552
24hr Dispatch 541-574-2828

Port Of Newport April 2014 Public Safety Report

Man Hours Worked: 334 hours 36 Min
Court Time: 0

Assist Other Agency	3
Boat Inventory	67
Boat Related Incidents	5
Field Interviews/Contacts	18
Foot Patrols	35
Open Doors	2
Patrol Checks	451
RV Inventory	30
Suspicious Vehicle	2
Suspicious Activities	4
Alarm Response	1
Drug Possession	1
Vehicle Impoundment	1

Meetings Attended:

TCB Management attended both South Beach team meetings as well as Department Head meetings.

Other:

Officer Storms is now on solo status, he completed he Field Training Program.

TCB is working with Port staff on several projects. Security cameras, citation tracking, trespass notices,

TCB provided at no cost to the Port, officers to cover the extra foot and vehicle traffic created by the Carnival during Loyalty Days.

Page 2, statistics provided by the Newport Police Department on crime in Newport.

Submitted By: Mike Goff

Newport Police 2012 to 2013 Crime Comparison

This list is a condensed list of area we felt were of concern. The full report can be found on the City of Newport webpage
This is city wide date, not Specific to the Port.

Business Burglary : Increased by 43%

Other Burglary: Increased by 21%

Vehicle Theft: Increased by 124%

Aggravated Assault: Increased by 6%

Heroin Charges: Increased by 67%

Meth Charges: Increased by 76%

DUII: Increased by 19%

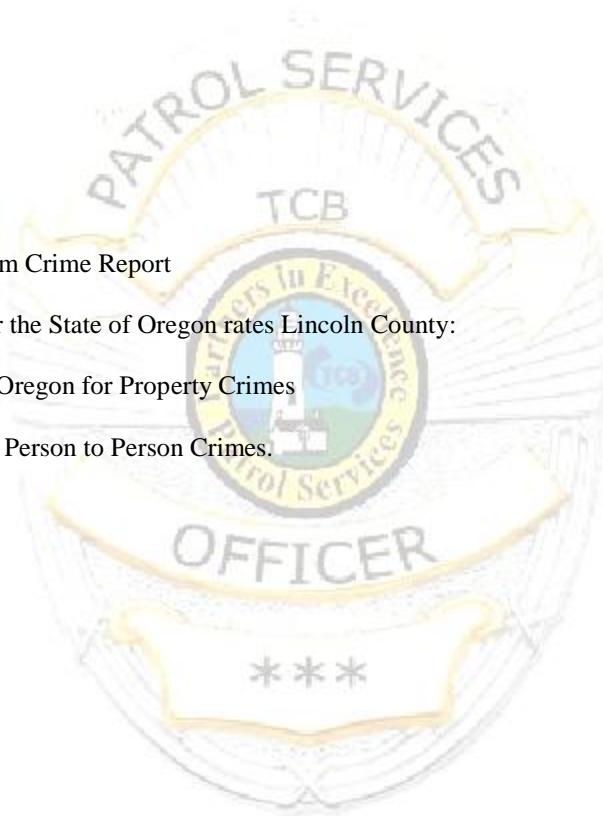
Arrest: Down 15%

The following provided in the Uniform Crime Report

The latest Uniform Crime Reports for the State of Oregon rates Lincoln County:

#4 per capita in the State of Oregon for Property Crimes

#1 per capita in the State for Person to Person Crimes.



**PORT OF NEWPORT
MARINA AND RV PARK
GROUNDS LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this April 23, 2014 by and between the PORT OF NEWPORT, a port district organized and existing under Chapter 777, Oregon Revised Statutes, hereinafter called "Licensor" and Davis Shows N.W., hereinafter called "Licensee".

WITNESSETH:

In consideration of the covenants, agreements and stipulations herein contained on the part of the Licensee to be paid, kept and faithfully performed, the Licensor does hereby grant to Licensee a license to use those certain premises, AS IS (except as otherwise hereinafter provided), situated in Lincoln County, State of Oregon, more particularly described as follows:

A portion of the adjacent Marina parking areas, at the facility operated by the Port of Newport known as "Port of Newport Marina & RV Park". A reasonable portion of the parking lot will be made available for the Licensee, but Licensee shall be entitled to allow its participants (in reasonable numbers) to park in the existing parking lot, in common with other patrons of the Marina. **(Exhibit A)**

Coordination for the use of the parking area with Oregon Brewing Company during the scheduled event is the responsibility of the Licensee. The license of the premises is subject to any rights, interest, claims, encroachments or easements which are of the premises, or by reasonable inquiry.

Licensee may use the said premises for the following purpose and no other:

Davis Shows Carnival (Parking Lot Only)

The date(s) of use for which this license is granted:

**MOVE IN: Monday, April 28, 2014
SETUP: Tuesday, April 29 and Wednesday, April 30, 2014
OPERATION: Thursday, May 1 through Sunday, May 4, 2014
TAKEDOWN: Monday, May 5, 2014**

For and in consideration of the license hereby granted, Licensee shall pay to Licensor, prior to Licensee's usage and as a condition thereof:

- a) A refundable security deposit in the amount of \$250.00 to secure compliance by Licensee of each and every term and provision of this lease agreement, including but not limited to clean up.
- b) All agreements for events with recurring annual use will include an annual cost-of-living (COL) increase. (N/A)
- c) All services and equipment rentals to be billed at standard rates with a half-hour minimum.
- d) Port retains authority to waive or reduce, as appropriate, those qualifying charges, including set up/strike days, for charitable organizations.

The amount due as aforesaid shall be payable in full on execution of the license agreement, and the license agreement and reservation of the premises shall not be valid until and unless such sums have been paid. Payment by check is acceptable only upon approval by Port Director of Administration and is considered valid payment hereunder only upon condition that such check or other instrument shall be honored by the drawee.

In consideration of the mutual agreements herein contained, each party expressly covenants and agrees to and with the other as follows:

1. ACCEPTANCE OF LICENSE AGREEMENT:

Licensee accepts said license agreement and agrees to pay to the order of Licensor any license fee or security deposits above stated for the full term of this license at the times and in the manner aforesaid. It is understood that the Licensee takes the premises "as is", subject to all faults, defects and hazards. Licensee agrees to inspect the premises prior to each use, and to fully apprise Licensor and Licensee's employees, agents and representatives of all defects, faults and hazards, and to take appropriate measures to protect or warn against any risk of loss or injury which may be associated therewith, and Licensor shall have no responsibility to Licensee, Licensee's agents, employees and representatives, or Licensee's invitees, on account of any such fault, defect or hazard during such period of use.

2. USE:

Licensee is hereby authorized to use the licensed premises for the conduct of an event, as above described, and for no other purpose, without Licensor's express written consent in advance obtained.

3. LIMITS ON USE:

Licensee will not make any unlawful, improper or offensive use of said premises; it will not suffer any strip or waste thereof; it will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance.

Licensor reserves the right to impose reasonable rules, requirements and restrictions respecting the use of the subject property, including any existing rules.

4. COMPLIANCE WITH LAW:

Licensee shall comply at Licensee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said premises.

5. UTILITIES:

Licensor shall permit Licensee to use the existing water service to the premises at no charge. However, Licensee shall utilize such water service only in reasonable quantities. Licensee shall be responsible to pay for all electrical services if required to the premises during the Licensee's period of use.

Licensee is aware that rest room facilities are not available at the site, and Licensee shall be responsible to provide an adequate number of chemical toilets to accommodate the persons who will be attending the event.

6. FIRE INSURANCE:

Neither party shall be required, as an obligation of one to the other, to provide any fire insurance on the subject premises or the contents. However, each party hereby acknowledges that such party is aware that the other party is not providing any such fire insurance coverage for the benefit of such party, and each party is responsible to protect such party's own interest. In the case of Licensor, Licensor is aware of the need to protect its own interest in improvements on the premises, and Licensee is aware of the need to protect its interest in the contents and personal property placed on the premises.

Nothing herein contained is intended to exculpate Licensee on account of any loss or damage incurred by the Licensor as a result of the negligence of the Licensee, however.

7. REPAIRS AND IMPROVEMENTS:

The Licensor agrees, excepting only acts of God and other conditions and occurrences beyond the control of the Licensor, to maintain the premises so that, at the time of Licensee's use, such premises will be in a condition substantially equivalent or better than they are now, reasonable wear and tear excepted. However, in the event of Licensor's failure so to do, Licensor's liability to Licensee shall be limited to a return of the consideration paid for the granting of this license, or the cost of making such repairs, whichever is less.

8. INSPECTION:

The Licensor, its agents and representatives, at any reasonable time may enter upon or into said premises for the purpose of examining the condition thereof and for any other lawful purpose.

9. TRANSFER OR SUBLICENSE:

Licensee will not assign, transfer, pledge, hypothecate, surrender or dispose of this license agreement, nor any interest herein, or permit any other person or persons whomsoever to occupy the premises, without the written consent of the Licensor first being obtained in writing, which consent shall not be unreasonably withheld.

10. LIENS:

Licensee shall keep the premises free from all liens of every kind and description caused, incurred, permitted or suffered by any act or omission of Licensee, and Licensee shall not have the right or authority to incur any mechanic's, laborer's, materialmen's or any other liens.

11. OBSTACLES:

At all times, Licensee shall keep the area in and about the premises free and clear of rubbish, debris and obstructions of every kind during and upon termination of Licensee's period of occupancy.

12. LIABILITY:

During Licensee's usage, Licensor shall not be responsible or liable in any way for the injury or death of any person or damage to any property caused in or about the premises, nor shall Licensor be liable for any damage or loss suffered by the business or occupation of Licensee arising or resulting from any such accident or injury to goods or persons happening in or about the premises. Licensee does hereby covenant to save, hold and defend Licensor harmless from any claim, loss, damage or liability resulting from or arising out of any such accident or injury, or in any manner arising from or as a result of the Licensee's use or occupancy of the premises, or that of any employee, representative or invitee of Licensee, and in the event of any suit or action for damages, claim or penalties being brought by any person whomsoever arising out of Licensee's usage of the premises, Licensee agrees at its own cost and expense to defend Licensor against any such suit or action and any and all appeals thereof and to satisfy and discharge any judgment which may be awarded against Licensor on account thereof. Licensee will at all times indemnify and hold harmless the Licensor, its agents and employees, against any and all actions or causes of action, claims, demands, liabilities, losses, damages or expenses of any kind or nature which Licensor shall or may at any time sustain or incur by reason of Licensee's operations hereunder.

Licensee shall use and employ all reasonable precautions and safety measures to avoid all injury to persons and all loss of property, and shall be responsible to inspect any area to be used or worked upon, and to ascertain that the same shall not pose an unreason-

able risk of harm to any person or property. Licensee shall maintain fences and barricades so as to bar access to, and warn of, any areas which are found to be hazardous.

13. LIABILITY INSURANCE:

Licensee further agrees at all times during the Licensee's usage hereunder, at Licensee's own expense, to maintain, keep in effect, furnish and deliver to the Licensor liability insurance policies in form and with an insurer satisfactory to the Licensor insuring both the Licensor and the Licensee against all liability for damages caused by the negligence of the licensee, its employees or agents, to persons or property in or about said premises; the policy of liability insurance shall have a single aggregate policy limit of not less than \$1,000,000.00. Licensee agrees to and shall indemnify and hold Licensor harmless against any and all claims and demands arising from acts or omissions of the Licensee, its officers, agents, invitees and/or employees, as well as those arising from Licensee's use of the premises, including the easement included as part of the premises, or Licensee's failure to comply with any covenant of this agreement upon its part to be performed and shall, at its own expense, defend the Licensor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals thereof, and shall satisfy and discharge any judgments which may be awarded against Licensor in any such suit or action. Licensee shall provide to Licensor copies of the policy of liability insurance hereunder, together with a certificate or other satisfactory proof that such policy or policies are in full force and effect. Such policy or policies shall provide that the coverage there under shall not be canceled or amended without at least fifteen (15) days' notice to the Licensor.

The parties recognize that the aforementioned policy limits are relatively low, and Licensor shall have the right, from time to time, to request reasonable increases in the liability limits of the aforementioned policy of liability insurance, in the event of any increase in the limits of potential liability under the Oregon Tort Claims Act, by reason of other statutory enactment or by court decision.

14. DESTRUCTION OF PREMISES:

In the event of the total or partial loss or destruction of the improvements on the real property, this agreement may be terminated by either party, and Licensor shall have no obligation to repair or restore such premises. In the event of the occurrence of such loss or destruction, if the same is not repaired prior to the date on which Licensee will exercise the license herein granted, upon termination of this license agreement prior to such usage, Licensee shall receive a refund of the consideration paid for this license.

15. WAIVER OF LIABILITY:

Neither the Licensor nor the Licensee shall be liable to the other for losses arising out of damage to or destruction of the premises, or improvements of which the premises are a part or with which they are connected, or the contents of any thereof, when such losses are caused by any of the perils which are insured against, to the extent of available insurance proceeds. All such claims for any and all losses, however caused, hereby are waived, to the extent of such proceeds. However, nothing herein contained shall be deemed to exculpate the Licensee should such exculpation have the effect of voiding, nullifying or reducing any insurance coverage for such loss which might otherwise be available for the benefit of the Licensor.

16. HOLDING OVER:

Strict and literal compliance with the terms and conditions provided for in any renewal of this license agreement shall be a condition precedent thereto, and in the event the Licensee shall for any reason hold over after the expiration of this license agreement, other than pursuant to a valid renewal hereof, such holding over shall not be deemed to operate as a renewal or extension of this license agreement.

Licensee agrees to vacate and surrender possession of the premises upon the expiration of the Licensee's period of occupancy, and Licensee shall be liable to Licensor for license fees at the afore-rates for each day of holding over in the event that Licensee shall fail to so vacate and surrender the premises upon the expiration of such period of occupancy. Such holding over likewise shall not operate as any extension of this license agreement or of the period of occupancy, and Licensee shall at such time hold as a tenant at sufferance, subject, however, to the other terms, obligations and provision of this license agreement.

17. NOTICES:

Any notices required by the terms of this license agreement to be given by one party to the other, or desired so to be given, shall be sufficient if the writing is in a sealed envelope, deposited in the United State registered or certified mail with return receipt requested and with postage fully prepaid and addressed to the other party at the following address, or such other address as to which either party may have properly notified the other:

LICENSOR:
General Manager
PORT OF NEWPORT
600 S. E. Bay Boulevard
Newport, OR 97365

LICENSEE:
Davis Shows N. W.
P. O. Box 1670
Clackamas, OR 97015
503-539-4526 or 503-310-1403
Davisshowsnw@aol.com

Any such notice shall be presumed to be delivered within forty-eight (48) hours after deposit in any United States registered or certified mail. In the event that the person desiring to give such notice shall become aware that such notice was not so delivered, the notice shall, nonetheless, be deemed to be effective within forty-eight (48) hours after such deposit. However, within a reasonable time after such discovery, the person desiring to give notice shall take appropriate steps to give actual notice to the other. No further attempts shall be required, however, if such notice cannot be delivered due to the failure of the party for whom such notice is intended to provide information as to such person's address or to accept delivery.

18. STRICT PERFORMANCE:

Full, strict, complete and literal performance, and the time thereof, are of the essence of this agreement; and waiver by the Licensor of any breach of any covenant or agreement herein contained to be kept and performed by the Licensee shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent Licensor from any right or remedy for that breach or for any succeeding breach, either of the same condition, covenant or agreement, or of any other.

19. ATTORNEY'S FEES:

In the event Licensor shall be required to retain the services of an attorney to enforce any obligation under this license agreement, Licensor shall be entitled to recover from Licensee the Licensor's reasonable attorney's fees so incurred, whether or not any suit or action shall be commenced. In the event Licensor shall commence any suit or action to enforce any obligation hereunder, the prevailing party shall be entitled to recover from the other such party's reasonable attorney's fees so incurred, including any appeal.

20. SURRENDER OF PREMISES:

At the expiration of said dates of use or upon any sooner termination of this license agreement, or upon the termination of any extension hereof, the Licensee will quit and deliver up said premises and all future erections or additions to or upon the same, broom clean to the Licensor, or those having Licensor's estate in the premises, peaceably, quietly and in good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements, to the extent covered by insurance, alone excepted, as the same are now in, or such better condition as the premises hereafter may be put in, or may be required, by terms of this license agreement, to be put in.

If Licensee shall fail to clean up the premises as required herein on or prior to the expiration of the license herein granted, or not later than noon on the following day, Licensor may, at Licensor's option, undertake or cause such clean up to be completed, at the expense of Licensee, and Licensee shall immediately reimburse to Licensor the cost of such clean up, including but not limited to the reasonable value of any services provided by Licensor. In any event, in the event that Licensee shall fail to carry out such clean up within the time above provided, Licensee shall be liable to Licensor for all costs, expenses, damages or liability incurred by reason thereof.

Failure of Licensee to remove any vehicles, equipment or other property belonging to Licensee which Licensee may remove under the terms of this agreement shall constitute a failure to vacate. However, nothing herein contained shall be construed to limit Licensor's right to expel the Licensee and Licensee's effects upon termination of the term of this license agreement or any renewal thereof.

Any personal property left on the premises by the Licensee following the expiration of the term of the license herein granted, upon ten (10) days written notice from Licensor to Licensee, conclusively will be deemed to have been abandoned to the Licensor, and the same will there-upon conclusively constitute the property of the Licensor, subject to disposal by Licensor as Licensor shall see fit, for Licensor's own account, without any right of reclamation or compensation on the part of Licensee, and Licensee shall save, hold, defend and indemnify Licensor harmless on account of the claims of any third parties on account of any such property.

21. SUCCESSORS:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties. However, this provision shall not be construed to permit any transfer of the rights of the Licensee in derogation of any term or provision of this agreement requiring the consent of the Licensor.

22. SIGNS:

During the term of Licensee's occupancy, and for a reasonable time prior thereto, Licensee may erect temporary signs upon the premises, the size, nature, method of attachment or erection and placement of which shall be subject to the reasonable approval of Licensor.

23. NEAT AND PRESENTABLE CONDITION:

Licensee agrees at all times during the Licensee's use under this agreement to maintain the premises in a clean, neat, orderly and presentable condition.

24. INTEGRATION:

This is the complete and entire agreement between the parties, and supersedes any other or prior agreement. Any modification hereof shall be effective only if reduced to writing and subscribed by the parties sought to be bound thereby.

25. WAIVER:

Timely and strict, complete and punctual performance of each and every obligation on the part of the Licensee to be performed are of the essence of this agreement. Failure of Licensor to enforce any term, provision or requirement of this agreement, or to exercise any remedy on account of Licensee's failure to perform the same, shall not constitute a waiver of such failure or of the provision itself.

26. DEFAULT:

The Licensee's failure to pay the fees provided hereunder, or any portion thereof, or to perform any requirement hereof, shall be a default and shall operate to terminate the license of the Licensee hereunder, and this agreement, without waiver of any right of Licensor, including the right to be compensated for Licensor's damages, including but not limited to the fees and other performance due to Licensor hereunder. No notice to quit or to pay shall be required and the holding of such tenant thereafter shall be wrongful, but shall nonetheless be subject to all the rents and requirements hereof. However, if the Licensor, after such default in payment of any sum due hereunder, accepts payment thereof, the license agreement is reinstated for the full term hereof, subject to termination by subsequent defaults in payment of fees or to termination for other default as hereafter provided. Acceptance by Licensor of payment of arrearage of fees, or a portion thereof, shall not reinstate the license agreement unless the Licensee shall pay or perform, all sums the payment of which is in arrears and all other defaults then existing.

In no event shall Licensee exercise any right under this agreement while Licensee shall be in default hereunder, or prior to payment of the consideration and performance of the other obligations of the Licensee hereunder.

27. REMEDIES:

In the event the license agreement shall terminate for default, as aforesaid, or by reason of any other default as a matter of law, or for any other reason, or upon the expiration each year of the period of the license granted hereunder, and if the Licensee shall fail to immediately surrender possession of the licensed premises, in any of such cases, the Licensor or those having Licensor's estate in the premises, lawfully and at the option of the Licensor, immediately or at any time thereafter, without demand or notice, may enter into and upon the premises and every part thereof and repossess the same as of the Licensor's former estate and expel Licensee's effects at the expense of Licensee, forcibly if necessary, and store the same and/or lock the premises, all without being deemed guilty of trespass or other wrongful act, and as a remedy pursuant hereto and not in derogation hereof, and without prejudice to any other right or remedy which otherwise might be used for breach of this agreement, or otherwise.

In addition, if the Licensor shall retake possession of the premises, Licensee shall pay to Licensor all of the reasonable costs of re-entry and reletting, including but not limited to the cost of any cleanup, refurbishing, removal and storage of Licensee's property and fixtures and any other expense occasioned by Licensee's failure to quit the demised premise upon termination or to leave them in the required condition, any costs of repair to the premises, attorneys' fees, court costs, brokers' commissions and advertising costs.

In the event of termination for breach, Licensor may, at its option, require the Licensee to pay to the Licensor:

- (a) The worth, at the time of award, of the unpaid fees that had been earned at the time of termination of this license agreement;
- (b) Any other amount, and court costs, including attorneys' fees, necessary to compensate Licensor for all detriment proximately caused by Licensee's default.

All of the Licensor's rights and remedies hereunder shall be cumulative, one with the other, and with any other right or remedy as may now or later exist by force and effect of law or otherwise.

Licensor, at any time Licensee has failed to perform a provision hereof, can provide such performance at Licensee's cost, and such costs or amounts paid shall be a debt due immediately from Licensee to Licensor.

All fees and other sums due to Licensor for Licensee shall bear interest at the highest rate permitted by law or, if there be no limitation, at a rate which is two percent (2 points) above the prime rate for preferred large borrowers as quoted in the West Coast Edition of the Wall Street Journal at the time of the award.

28. GRAMMATICAL CONSTRUCTION:

In construing this license agreement, it is understood that the Licensor or the Licensee may be more than one person, and if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine may include the feminine and the neuter, and vice versa, and generally all grammatical changes shall be made, assumed, and implied as are necessary to carry out the intent hereof and to make the provisions of this agreement apply equally to corporations as to individuals.

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.

LICENSOR: PORT OF NEWPORT

By: 
Kevin Greenwood, General Manager

LICENSEE:

By: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc 10451 Gulf Blvd Treasure Island, FL 33706 8002373355	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	T.H.E. Insurance Company	12866
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Davis Shows N.W., Inc.
57294 Tygh Valley Road
Tygh Valley OR 97063

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0100401-04	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$
							PRODUCTS - COMPIOP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ELP0010148-04	04/01/14	04/01/15	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EFFECTIVE FROM 4/24/14 THROUGH 5/6/14 (INCLUDES SET UP & TEAR DOWN)

LOCATION: PARKING LOT OF PORT OF NEWPORT.

RE: GENERAL LIABILITY, THE FOLLOWING ARE NAMED AS ADDITIONAL INSURED IN

RESPECTS TO THE OPERATION OF THE NAMED INSURED ONLY:

THE PORT OF NEWPORT, NEWPORT LOYALTY DAYS ASSOCIATION.

CERTIFICATE HOLDER**CANCELLATION**

THE PORT OF NEWPORT
600 SE BAY BLVD
NEWPORT OR 97365

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol A Serra

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allied Specialty Insurance, Inc 10451 Gulf Blvd Treasure Island, FL 33706 8002373355	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: T.H.E. Insurance Company	12866
INSURED	Davis Shows N.W., Inc. 57294 Tygh Valley Road Tygh Valley OR 97063	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0100401-04	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COM/POP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ELP0010148-04	04/01/14	04/01/15	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 9,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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CERTIFICATE HOLDER	CANCELLATION
THE PORT OF NEWPORT 600 SE BAY BLVD NEWPORT OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Carol A Serra</i>

Seawater Seafood Company
PO Box 492
Newport, OR 97365

May 7, 2014

Kevin Greenwood
General Manager
Port of Newport

Dear Kevin Greenwood:

Jerry and I have only had a brief time to discuss this possibility; however, we seriously are interested in running the off loading operations.

This could create an immediate gain by allowing for additional off-loading hours, possible reduction of machinery wear and tear, reduction of maintenance cost as well as freeing up port staff and reducing their hours for off loading. This frees up Port staff to focus on critical Port Projects.

It is our belief the amount of experience Jerry Bates (Depoe Bay Fish Company) and I (Seawater Seafood Company) bring to the table could create new financial, yet stable, opportunities for the Port. This would bring additional revenue into the Port via a fish off loading service. We have some creative idea's to attract other businesses to the off loading service.

Jerry and I had the opportunity to look at the numbers in our own business models and believe this could be a successful business opportunity while enhancing the Port services. Our discussion brought up more questions than answers so we need to meet with you before we can draft a proposal.

We are willing to look at purchasing a storage facility to run the operation as well as store the forklifts and other equipment needed. This would also include certified staff to operate the equipment.

We welcome the opportunity to meet with you and discuss some of the options so we can proceed.

Sincerely,

Bret Hamrick

CONCEPTUAL ANALYSIS OF LONG-TERM USE OF NOAA CASH HOLDINGS

Typical Annual Cash Budget (FY14-15)

Income	
Net Operating (FY1314)	\$55,000
Maintenance Reserve	\$34,000
Insurance Adjustment	\$80,000
TOTAL	\$169,000
Expense	
Transfers	\$150,000
Net Income	\$19,000
BFB	\$3,000,000
EFB	\$3,019,000

Over life of contract

CASH HOLDINGS	
Net Income (\$19K x 20)	\$380,000
BFB	\$3,000,000
Total	\$3,380,000
CONTRACTUAL OBLIGATIONS	
Maintenance Items	\$1,200,000
Dredging (\$300k x 6)	\$1,800,000
Recreational Mit.	\$100,000
Total	\$3,100,000
NET BALANCE	\$280,000

From: [Fred Yeck](#)
To: [Kevin Greenwood](#)
Subject: RE: Ground lease dated Dec 29, 1997
Date: Wednesday, May 14, 2014 1:18:59 PM

Kevin

Thanks for your prompt consideration of our request.

Look forward to meeting you in due course.

Fred

From: Kevin Greenwood [mailto:kgreenwood@portofnewport.com]
Sent: Tuesday, May 13, 2014 12:42 PM
To: Fred Yeck
Cc: Barb Martin; Darlene Webster
Subject: RE: Ground lease dated Dec 29, 1997

Fred,

Section 17.1 of our ground lease states that the “Lessee shall not ... sub-let the Premises, or any part thereof, without the written consent” of the Port “which consent shall not be reasonably withheld.

Based upon our conversation that Trident is interested in subleasing space in your building and that Trident is an active tenant of the Port and a key business here in Newport, please consider this email as consent to sub-lease your building to Trident. I’ll be sure to save this email and place it in your lease folder.

If you need anything else from the Port please don’t hesitate to ask.

Best regards,

Kevin Greenwood
(541) 265-7758
(503) 812-6804 Cell

From: Fred Yeck [mailto:fyeck@casco.net]
Sent: Monday, May 12, 2014 2:19 PM
To: Kevin Greenwood
Subject: Ground lease dated Dec 29, 1997

Hello Kevin

Pacific Driggers, Inc has the above referenced Ground lease with the Port and has constructed and utilized the building on Port of Newport Terminals which is permitted by the lease. We now have vacant one of the units in the building and now Trident Seafoods desires to lease that portion of the building from us(approx. 2000 sq ft)..

The lease will be on a month to month basis and subject to the terms of the underlying ground lease with the Port. The lease with Trident authorizes use for storage of fishing and processing equipment and supplies as well as fishing gear.

Our lease with the Port requires that we notify the Port of an intended sublease and obtain the Ports consent in advance. We hereby request the consent of the Port to our intended sublease to Trident Seafoods Corporation.

Please let me know if you require any additional information

Thanks

Fred Yeck

VP Pacific Draggers, Inc