

**PORT OF NEWPORT COMMISSION REGULAR MEETING**

Tuesday, July 26, 2022, 6:00 p.m.  
South Beach Activity Room  
2120 SE Marine Science Dr.  
Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the live stream of this meeting on our website: <https://www.portofnewport.com/2022-07-26-commission-meetings-2022-july-26-2022-6-00-p-m>*

*Anyone interested in making public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, July 25, 2022: <https://www.portofnewport.com/2022-07-26-commission-meetings-2022-july-26-2022-6-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

**III. Public Comment (3-minute limit per person)**

**IV. Consent Calendar**

**2022**

- A. Minutes.....June 28.....Page 3
- B. Financial Reports – *to be provided at August meeting*
- C. Accounts Paid.....Page 9
- D. Appoint Budget Officer for FY 2023-2024.....Page 26

**V. Old Business**

- A. Items Removed from Consent Calendar
- B. Amendment to Memorandum of Understanding between Port of Newport and City of Newport - Additional Changes by City Attorney – *Miranda*.....Page 27
- C. Renewal of DSL 11865-SG Application – *Miranda*.....Page 32
- D. Approval of Grant Funds for Rogue Seawall Project – *Brown* .....Page 48

**VI. New Business**

- A. Approval of Additional Sediment Sampling for Dredging – *Bretz*.....Page 56
- B. Approval of Electrical Improvements Old Cherry Plant Building – *Bretz*.....Page 57
- C. Approval of Resolution 2022-06 Regarding Memorial Policy – *Miranda*.....Page 58

**VII. Staff Reports**

- A. General Manager – *Miranda*.....Page 63
  - 1. Director of Finance & Business Services – *Brown*.....Page 67
  - 2. Director of Operations – *Bretz* .....Page 69

**VIII. Commissioner Reports**

**IX. Calendar/Future Considerations 2022**

Next Commission Meeting.....Aug. 23, 2022

**X. Public Comment (3-minute limit per person)**

**XI. Adjournment**

June 28, 2022  
6:00 P.M.  
Newport, OR

**PORT OF NEWPORT COMMISSION MINUTES**

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

The Port of Newport Commission met on the above date and time at the South Beach Activity Room, 2120 SE Marine Science Dr., and virtually via Microsoft Teams. In attendance were Commissioners Burke, Lackey, Sylvia, Retherford, and Chuck. Also in attendance were General Manager Paula Miranda, Operations Director Aaron Bretz, Administrative Assistant Gloria Tucker, and PR Consultant Angela Nebel, Ken Lindstrom and Lauren Craven.

**PUBLIC COMMENT**

Miranda read Ken Lindstrom's public comment into the record. She reported at the last meeting she was not familiar with the issue and has since done some research. She explained that section of the Facilities Code does say boats and trailers are not allowed unless they don't extend over the length of the site. She stated what that means is, if there is an RV attached to a trailer as long as it doesn't go over the length, it is allowed. She noted for safety reasons, the length can't extend into the roadway. She indicated she knows the Port hasn't been the best in enforcing the Code in the past, however, that doesn't mean the policy shouldn't be enforced. She added the Port has a location for storing trailers by the old cherry plant.

Miranda reported the RV space is for RVs and vehicles, and the grassy area is not for storage. She stated staff are trying to change the enforcement trend. Lindstrom asked if he has a storage trailer and it fits in his RV spot, if he can put it there. Miranda replied if the length of the RV and trailer fits within that spot, there is an exception.

Lindstrom asked if the trailer is in front of the RV, if that's OK. Miranda replied it does not matter if one is in front or in back. Bretz read the Facilities Code. Lindstrom asked where he would find the max length of the space. Bretz replied that is determined by the area prepared for the RV. Lindstrom stated he has enough room for his RV and beside that his truck, and beside that his storage trailer, and none of them stick out.

Miranda stated the topic before Commission is whether to change the Facilities Code. She suggested Lindstrom meet with the Harbormaster on his space as that is not a Commission issue.

Burke stated the Commission's job is to support the staff, and the staff have the Facilities Code, and the Commission want them to enforce the Facilities Code.

Lindstrom stated he agreed, but the Code is not clear because the maximum length is not defined. He asked Commission to suspend telling people not to store trailers there until this is figured out. He noted it has been a month since he brought this up, and there has been no progress. He indicated tonight he saw several other trailers stored beside RVs not encroaching on other people's spaces.

Chuck referred this to staff. Miranda stated the Port is looking into marking some areas, but the bottom line is the roadway is the end of a spot. Lindstrom clarified with Miranda that the Harbormaster is Kody Robinson.

Miranda read an anonymous public comment into the record. She reported she talked to Mark Harris and no billing practice changes have been decided yet. She explained the new reservation system is causing quite a bit of a headache. She indicated it has kept accounting and

the RV Park very busy. She stated one of the things staff are discussing is possibly changing the way payments are set up, but no timeframe has been decided. She added she will talk to Mark Brown about the timeframe for payments for long-term users when he returns from vacation.

### **CONSENT CALENDAR**

MOTION was made by Chuck, seconded by Lackey, to approve the Consent Calendar as presented. The motion carried unanimously in a voice vote.

### **OLD BUSINESS**

**Public Hearing and Approval of Ordinance 2022-01 Revisions to Port Facility Code and Addition of Moorage Section.** Burke introduced the agenda item. Bretz reported this is the second reading of the same ordinance. Chuck noted he had questions for Bretz outside the meeting.

MOTION was made by Lackey, seconded by Sylvia, to read by title only and adopt Ordinance No. 2022-01 Revisions to Port Facilities Code and Addition of Moorage Section. The motion carried unanimously in a voice vote. Tucker read the title of Ordinance No. 2022-01. Voting in favor were Burke, Lackey, Sylvia, Retherford, and Chuck.

**Approval of Change to Port Dock 3 and 5 Pedestals Project.** Burke introduced the agenda item. Bretz reported his report included in the packet does not include the price of 50-amp breakers, only the price increase because of timing. Miranda suggested approving the change with the estimated cost. Bretz recommend authorizing the purchase of new pedestals plus breakers not to exceed \$130,000. Miranda recommended the motion include General Manager or designee.

MOTION was made by Retherford, seconded by Sylvia, to authorize the General Manager, or designee, to increase the power pedestal order with Eaton not to exceed \$130,000. The motion carried unanimously in a voice vote.

**Approval of Strategic Communications Contract with Summit Public Relations Strategies, LLC.** Burke introduced the agenda item. Miranda reported the Commission has seen Nebel's work over the past three years. She stated she is happy with the communications and PR work. She noted there has been a lot of work on Facebook, press releases, and a couple of newsletters. She indicated she feels like the community really appreciates that and feels like they know what the Port is doing. She added it has been nice and transparent.

Miranda reported the service that Nebel provides is worth it, and she would like to continue it. Lackey stated Nebel does an excellent job, and he believes it's of great value, not only for the Port but also the community. Sylvia agreed. He stated it is critical for the Port to communicate effectively. He asked of the 4,701 followers on Facebook, what does that mean in terms of communication and who are those folks. Miranda replied the Port has an RV Park where folks come to from all over, so anyone who has an interest in the Port can follow the Port. She noted there are a lot of locals.

Nebel reported she can provide a breakdown of demographics. She stated a majority are local and regional, with a minor percentage from all over the world. She noted the Port has not paid to increase reach, so those follows are all organic, and more authentic. Sylvia added the Port is not reaching out to synthetic avatars.

Retherford stated she believes the Port has less issues because information is so available, and people know what is going on. She noted lack of knowledge can cause issues, and this is working really well. Miranda stated folks often have one vision of the Port, and don't understand all of the services. She noted if they are on the commercial side, that's all they know, and if they are involved with recreational, that's all they know. She indicated a lot of people don't realize how much the Port does, and it's important to show folks this is what the Port does with funds.

Chuck requested quarterly reports on the social media outreach. Burke added he has received positive comments. Sylvia added the lack of negative comments is an indication of how successful the communication is. Miranda added it is a breath of fresh air at a Chamber meeting when Representative Gomberg comments on what the Port is doing because he saw the newsletter. Sylvia and Miranda praised Nebel's efforts.

MOTION was made by Sylvia, seconded by Retherford, to authorize the General Manager to contract with Summit Public Relations Strategies, LLC, and move forward with the proposal not to exceed \$25,800 plus another 10% contingency. The motion carried unanimously in a voice vote.

**Approval of Second Amendment to Rondy's Lease.** Burke introduced the agenda item. Miranda reported the Port has a lease with Rondys for the areas where it deposits dredge material. She noted some of it is usable, and some is not good for construction. She stated the Port still has some sand to get rid of. She indicated the Port budgeted \$200,000 for removal, but it's been super rainy, and the Port needs more time. She added the Port is trying to finish up the agreement with the city too.

Miranda reported Rondys agreed to extend the lease for another six months and provide additional 10,000 square feet for storage. She explained staff have been working on trial cargo for this summer, and if that progresses, the Port will need to move some trailers. She added the lease is \$1.

MOTION was made by Lackey, seconded by Chuck, to authorize the General Manager to execute the second addendum to the Rondys lease as presented. The motion carried unanimously in a voice vote.

## **NEW BUSINESS**

**Presentation by Cascades West Council of Governments – Ryan Vogt.** Burke introduced the agenda item. Vogt, Executive Director for Cascades West Council of Government (COG), reported his purpose is to introduce himself, give a little bit of background on his agency, and open an avenue for further conversation or dialogue on places where the COG may benefit the Port. He stated the annual report presents COG's breadth of services in any given county. He noted he hopes to refine that to each member agency next year. He explained COG's largest book of services is social services, senior and disabled services and serving lower income individuals for Linn, Benton, and Lincoln. He indicated they have programs like Meals on Wheels. He added their largest intersection, or opportunity for intersection, is in community and economic development.

Vogt reported COG serves as the seat of the Economic Development District for Linn, Benton, Lincoln, and Lane counties. He noted they funnel federal dollars for economic development through the region. He stated where that made an impact for the Port was to help facilitate a number of brownfield studies, one was for the Rogue Seawall, which assisted in

bringing some monies to repairs to the seawall. He indicated another was the fruit processing plant. He added they have done that for other properties that surround the Port as well.

Vogt reported COG has signed on for some of the Blue Economy initiatives going on and looking to partner more with OSU. He stated COG is leading the broadband initiative for the three-county area as well, but that is still at the study phase. He noted Sylvia is the Port's board representative, and he and Paula meet regularly as well. He explained as a council of governments, COG is chartered by all the member agencies, cities, counties, tribes, and special districts. He indicated the Port of Newport is the only port which is a member. He added historically, COG has done a lot intentional work advancing issues of the Port.

Vogt reported COG assisted with CARES funding to help the Port migrate their finance system into the Cloud. He stated the COG may be able to assist the Port in moving some of its initiatives or ease through money from the Feds. He explained COG can also provide staffing for IT, financial services, and city planning for small agencies. He indicated COG has also been looking at replacement of the bridge through EDA (Economic Development Administration) or IJA (Infrastructure Investment and Jobs Act) funds.

Sylvia reported he has been learning about the COG and realized projects do not have to help all the counties. He noted the Port has million-dollar projects planned in the next five years or so. He asked at what point does the Port come to the COG since it will take a lot of resources to do these projects. Vogt replied the COG can help with grants. Miranda noted the Port is part of the regional Economic Development District, and that makes a big difference for federal grants. She asked if Connect Oregon goes through COG's review. She noted when the Port gets ready to need construction money for Port Dock 7, it will need funds from Connect Oregon.

Bretz noted he worked with COG for the Port Dock 5 Pier Access project. He stated the resiliency in economy study showed rural communities need more resources funneled from urban centers, but he noticed that was done from the standpoint of folks who are landlocked. He explained Newport is a rural community, but the Port is the corridor to the 7 nautical miles offshore, and the state does not end at the shoreline. He indicated if that investment criteria brought resources from the ocean into the urban centers, it would benefit the ports directly.

Chuck reported when he served on the COG board, he noticed the impact of the grant writing assistance. He noted Cascades West Commission on Transportation deals with Connect Oregon. He stated in years past Connect Oregon was only for new infrastructure for ports, but they've refined that so applicants can get port replacement and repairs funding. He indicated he can see the Port being more involved, but the hardest part is the match is high, 50-50. He added the Port can't get funding without plans, so planning grants is where COG could help. Discussion ensued on Newport's flux of visitors and infrastructure wear and tear by visitors.

Vogt reported the development of the relationship with the COG and the Port is growing. He explained each member agency of the COG can send one elected representative to the board, and each elected representative has the same voice. He noted not all of them show up, so the ones that do show up have more voice at times. He indicated Commissioner Hall is the board chair as well, and she is a longtime advocate for COG and coastal issues. He added not everything has to have a regional impact.

Sylvia stated Newport is only one of the players in the outer bay, and many agencies manage the harbor area, not just the Port. He added the Yaquina Bay Management Plan is being redone. Miranda recommended the consultants for the plan bring in folks who have economic interest in the Bay, not just environmental interest. She noted as agencies develop different plans, it is important for the COG to be involved.

Retherford confirmed with staff there does not need to be a work session for future visits. Vogt stated the next time he comes he will bring Community and Economic Development Director Jenny Glass because community and economic development is where his organization can intersect with the Port.

### **STAFF REPORTS**

**General Manager.** Miranda reported staff are super busy, especially due to shortage of staff. She noted the Port got hit hard with COVID, and she had to implement indoor masks for about a month. She stated implementation of the financial and reservation system has been very difficult. She indicated Mark Brown, who is in charge of that project is on vacation that he has planned for a year. She added the Port had two sunken vessels in the same day.

Miranda reported she will hear about MARAD (Maritime Administration) sometime in the fall. She explained the one of the issues with potential cargo at the Terminal is staff don't have date yet. She noted the company that is renting equipment is trying to work with the longshore, but the rental company doesn't want the longshore to operate it. She noted the project may come back in a special meeting.

Sylvia asked if the issue with longshoremen is insurance or training. Miranda replied his guess is as good as hers. She noted her understanding is the insurance is in order. Bretz replied he was told it's a matter of company policy that their folks run their equipment. He noted there are a lot of pieces to it and trying to get everyone on the same page is a challenge.

Miranda reported the Admin Building is coming along. She noted staff can start marketing the rental area. She stated if the Commissioners wish to have a tour, to let her know. She stated the building may be done in October or November. She indicated with Port Dock 7 planning, the more she talks to the EDA, the more she suspects the Port will not get that funding. She explained the Port did budget the funds and has two other grants it doesn't want to lose. She added EDA funding ability is changing. Discussion ensued on MARAD.

Miranda reported the Seafood Cookoff on July 23 has plenty of sponsors. She stated the Terminal RORO inspection would come to next month's meeting. She noted OSMB (Oregon State Marine Board) removed all the derelict vessels. She explained she has been working with Rogue on how to do the parking and got that figured out. She indicated they found a good compromise. She stated it has been very busy, and she is trying to increase cross training across the Port. She added former Commissioner David Jincks passed away, and she is sorry for the loss.

Chuck asked if Jim Durkee maintained the generator at Safe Haven Hill still. He noted he has been getting calls on parking. He asked if parking will be clearly delineated. He emphasized people who come back from fishing don't want to have fines because it's unclear. He asked if tenant parking is consistent. Miranda replied tenants are getting parking based on the language of their agreement. She noted there will be monthly and annual passes. Chuck emphasized the Port needs to be consistent among all lessees. He asked if there would be free parking for people fishing off of the public pier. Miranda replied those folks have to pay. She noted the parking fees are just for additional cars, all moorage holders will have a pass. She noted staff are working on delineating those areas. She added staff will be marking some areas and creating some additional parking. Burke confirmed with staff compliance and enforcement will be through TCB Security. Miranda added the funds will go into maintenance of the parking lots.

### **COMMISSIONER REPORTS**

Lackey stated David Jincks served as a Commissioner for at least 19 years and stepped down in 2016, and Lackey became a Commissioner. He noted Jincks taught him about budgeting, decision making, and the history of past projects. He stated Jincks really cared. He noted during his tenure, he was part of so many things, and the Port is great because of decades of people like Jincks pouring into it. He added the Commissioners are stewards. He stated people like Jincks are the reason for the Port's present and future. He noted he was quite a character, and his death hit a lot of people. He stated he was a person in this community who created a lot of positive impact. He indicated Jincks was mentor to him. He added he wanted to say a few words in appreciation of Jincks and what he meant the Port.

Chuck stated he served with Jincks quite a bit, and while they had disagreements, Jincks had a lot of historical knowledge he passed on. He noted people don't get that knowledge by not being involved. He stated Jincks looked forward to sport fishing. He added he will miss him.

### **PUBLIC COMMENT**

Lauren Craven, part owner of the Newport Marina Store, stated she is concerned about parking fees that were supposed to start July 1. She noted she has not had any communication if it is starting on time or how to direct people who have questions. She emphasized she would like to be able to know what to tell people. She indicated some people are getting accommodations in parking, and she wants to know what is possible for the store as well. She added the store brings a lot of customers to the Port and RV Park. She asked if there is wiggle room for the store or if they can purchase annual passes. She added they would like to make it as simple as possible.

Miranda apologized for the lack of communication. She stated staff are still working on implementation. She noted staff are working with a company on signs, and tenants will get notification. She suggested they come talk to the Port, and the Port will work with them on spaces. She indicated the person who is responsible for implementing this is on vacation, so the project will end up being delayed by a month. She added staff are trying to implement as much as they can as far as talking to folks who have specific agreements.

Craven asked if it is not in an agreement, the Port will not be able to arrange anything. Miranda replied staff can further discuss it with her. Craven asked if there are going to be any 20-minute spots, designated areas for short-term parking. Miranda replied staff will discuss that possibility and get back to her on that.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:41 p.m.



1:16 PM

07/21/22

**PON - General Operatind Fund  
Accounts Paid Report  
June 2022**

Date	Num	Name	Memo	Class	Paid Amount
<b>06/03/2022</b>	<b>47629</b>	<b>Amazon Capital Services Inc</b>	<b>Office and Operating Supplies</b>		
05/11/2022	1TF6-1VJ4-6XFR		PO # 50258	01-General Operating Fund:500-International Terminal	-122.19
05/11/2022	14VC-3LY4-F91H		PO # 50259	01-General Operating Fund:500-International Terminal	-29.99
05/15/2022	1YRG-1D9N-C1XH		PO # 71565	01-General Operating Fund:700-South Beach	-453.92
05/17/2022	1K7K-Y111-TVWJ		PO # 720050	01-General Operating Fund:700-South Beach	-112.50
05/18/2022	16NK-Y4GT-DDR4		PO # 710566/ACT # A1FGJV116UT7J7	01-General Operating Fund:700-South Beach	-170.88
05/19/2022	1N4C-NMVL-1H67		PO # 10262	01-General Operating Fund:100- Administration	-417.90
05/26/2022	1MFW-6CCC-NKKT		PO # A1FGJV116UT7J7	01-General Operating Fund:100- Administration	-87.96
TOTAL					-1,395.34
<b>06/03/2022</b>	<b>47630</b>	<b>Barrelhead Supply Inc</b>	<b>Operating Supplies</b>		
05/20/2022	319747		PO # 710574	01-General Operating Fund:700-South Beach	-169.05
05/24/2022	319883		PO # 319883	01-General Operating Fund:700-South Beach	-92.85
TOTAL					-261.90
<b>06/03/2022</b>	<b>47631</b>	<b>Bergerson Construction, Inc.</b>			
05/26/2022	222.504		Removal of Fender Assemblies	01-General Operating Fund:700-South Beach	-9,642.14
05/27/2022	222.505		SB-Emergency Float Repair	01-General Operating Fund:700-South Beach	-24,500.00
TOTAL					-34,142.14
<b>06/03/2022</b>	<b>47632</b>	<b>Buzy Bee Services</b>			
05/25/2022	22255 1130		PO # 30386	01-General Operating Fund:300-Commercial Marina	-400.00
TOTAL					-400.00
<b>06/03/2022</b>	<b>47633</b>	<b>Carlson Testing, Inc</b>	<b>Project # 2201866 Admin Building</b>		
05/07/2022	1273886		Concrete Field/Pick-up/Proprietary Anchors	01-General Operating Fund:100- Administration	-1,447.00
TOTAL					-1,447.00
<b>06/03/2022</b>	<b>47635</b>	<b>Carver Inc</b>	<b>SB Fuel Dock</b>		
05/01/2022	1001520		TLS Fuel Monitor -SB Fuel Dock	01-General Operating Fund:700-South Beach	-3,047.96
TOTAL					-3,047.96
<b>06/03/2022</b>	<b>47636</b>	<b>Coastal Paper &amp; Supply Inc</b>	<b>Operating Supplies</b>		
05/24/2022	606797		PO # 710573	01-General Operating Fund:700-South Beach	-1,450.52
TOTAL					-1,450.52

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/03/2022</b>	<b>47637</b>	<b>Coastal Refrigeration Heating &amp; AC, Inc.</b>	<b>Maint. &amp; Repairs</b>		
05/17/2022	i3417		PO # 710563	01-General Operating Fund:700-South Beach	-140.00
TOTAL					-140.00
<b>06/03/2022</b>	<b>47638</b>	<b>Doug's Electric Inc</b>	<b>SB-Cherry Building (Newport Fab Shop Lease)</b>		
05/19/2022	C36674F		Newport Fab Shop Lease 4/26/22	01-General Operating Fund:700-South Beach	-12,089.00
TOTAL					-12,089.00
<b>06/03/2022</b>	<b>47639</b>	<b>Englund Marine Supply Co Inc</b>	<b>Operating</b>		
05/19/2022	261900/6		PO # 30376	01-General Operating Fund:300-Commercial Marina	-1,843.50
05/24/2022	995898/6		PO # 30386	01-General Operating Fund:300-Commercial Marina	-20.76
TOTAL					-1,864.26
<b>06/03/2022</b>	<b>47640</b>	<b>First Interstate Bank MC</b>			
05/22/2022	8643 GT 2022-5		FIB MC-GT 4/22/22-5/22/22 charges		-737.85
05/22/2022	1335 PM 2022-5		FIB MC-PM 4/22/22-5/22/22-charges		-197.98
05/22/2022	1343 AB 2022 5		4/22/22-5/22/22 charges		-2,841.82
05/22/2022	1350 MB 2022-5		4/22/22-5/22/22 charges		-548.44
TOTAL					-4,326.09
<b>06/03/2022</b>	<b>47641</b>	<b>IconiPro Security Alarms Inc</b>			
05/01/2022	39363		Invoice date 4/5/22	01-General Operating Fund:500-International Terminal	-72.50
05/11/2022	39650		RV Park Office Building	01-General Operating Fund:700-South Beach	-252.00
TOTAL					-324.50
<b>06/03/2022</b>	<b>47642</b>	<b>Oregon Department of Human Services</b>			
05/31/2022	028505DNS21		Payroll Item		-620.08
TOTAL					-620.08
<b>06/03/2022</b>	<b>47643</b>	<b>Platt Electric Supply Inc</b>	<b>Operations</b>		
05/25/2022	2V24235		PO # 30387	01-General Operating Fund:300-Commercial Marina	-251.40
TOTAL					-251.40

1:16 PM

07/21/22

**PON - General Operatind Fund  
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Date	Num	Name	Memo	Class	Paid Amount
<b>06/03/2022</b>	<b>47644</b>	<b>Road &amp; Driveway Co Inc</b>			
05/20/2022	0028893-IN		Rock/Grade PD7	01-General Operating Fund:300-Commercial Marina	-3,129.17
TOTAL					-3,129.17
<b>06/03/2022</b>	<b>47645</b>	<b>Rondys Inc dba Yaquina Industrial Park</b>			
05/25/2022			Gear storage lease	01-General Operating Fund:500-International Terminal	-2,000.00
TOTAL					-2,000.00
<b>06/03/2022</b>	<b>47646</b>	<b>Sequoia Consulting</b>	<b>Grants 5/12-5/16/22</b>		
06/01/2022	68		MARAD Grant	01-General Operating Fund:100- Administration	-1,162.50
TOTAL					-1,162.50
<b>06/03/2022</b>	<b>47647</b>	<b>T &amp; L Chemical Toilet Service</b>			
05/01/2022	157271		Chemical Toilet Rental:Newport-Bay Front:4/26/22-5...	01-General Operating Fund:300-Commercial Marina	-340.00
05/01/2022	157272		Special Service Toilets, 4/28,5/5,5/12,5/19/22	01-General Operating Fund:300-Commercial Marina	-320.00
05/01/2022	157273		Chemical Toilet Rental : Marina Store: 4/26-5/25/22	01-General Operating Fund:700-South Beach:760-SB O...	-85.00
05/01/2022	157274		Chemical Toilet Rental: South Beach South Restroo...	01-General Operating Fund:700-South Beach:760-SB O...	-85.00
05/01/2022	157275		Chemical Toilet Rental Marina & RV Park 4/26-5/25/...	01-General Operating Fund:700-South Beach:760-SB O...	-85.00
05/01/2022	157276		Chemical Toilet Rental: NIT 4/26-5/25/22	01-General Operating Fund:500-International Terminal	-85.00
05/01/2022	157277		Chemical Toilet Rental SB Marina-Dry Camp/Boat L...	01-General Operating Fund:700-South Beach	-85.00
TOTAL					-1,085.00
<b>06/03/2022</b>	<b>47648</b>	<b>Toyota Lift NW</b>			
05/23/2022	74000295		Serial # 8FGU18-35411/PO # 30379	01-General Operating Fund:300-Commercial Marina	-352.85
05/23/2022	14152758		Forklift maintenance/PO # 30378	01-General Operating Fund:300-Commercial Marina	-462.85
TOTAL					-815.70
<b>06/10/2022</b>	<b>47634</b>	<b>Alsco Inc</b>			
05/19/2022	LPOR2833796		Shop Towels and Mat CM	01-General Operating Fund:300-Commercial Marina	-32.95
05/25/2022	LPOR2826332		Shop Towels and Mat CM	01-General Operating Fund:500-International Terminal	-33.44
TOTAL					-66.39
<b>06/10/2022</b>	<b>47649</b>	<b>Amazon Capital Services Inc</b>	<b>Office Supplies</b>		
05/31/2022	1VGJ-VQ7P-L761		PO # 10261	01-General Operating Fund:100- Administration	-89.97
TOTAL					-89.97

1:16 PM  
07/21/22

**PON - General Operatind Fund  
Accounts Paid Report  
June 2022**

Date	Num	Name	Memo	Class	Paid Amount
<b>06/10/2022</b>	<b>47650</b>	<b>Critical Repairs LLC</b>			
05/31/2022	1145		PO # 50267	01-General Operating Fund:500-International Terminal	-2,409.47
TOTAL					-2,409.47
<b>06/10/2022</b>	<b>47651</b>	<b>Englund Marine Supply Co Inc</b>	<b>Operating Supplies</b>		
05/26/2022	996011/6		PO # 30388	01-General Operating Fund:300-Commercial Marina	-96.53
05/31/2022	9961333/6		PO # 50264	01-General Operating Fund:500-International Terminal	-31.84
TOTAL					-128.37
<b>06/10/2022</b>	<b>47652</b>	<b>KOPIS</b>	<b>IT/Software</b>		
05/31/2022	PCINV05821		21-10-100-02		-12,577.50
TOTAL					-12,577.50
<b>06/10/2022</b>	<b>47653</b>	<b>Lincoln County Public Works</b>	<b>Fuel for trucks: Period 5/1/22-5/31/22</b>		
05/31/2022	6312		Fuel for trucks-CM	01-General Operating Fund:300-Commercial Marina	-275.35
			Fuel for trucks -SB	01-General Operating Fund:700-South Beach:760-SB O...	-106.99
			Fuel for trcuks-NIT	01-General Operating Fund:500-International Terminal	-140.88
TOTAL					-523.22
<b>06/10/2022</b>	<b>47654</b>	<b>MacPherson Gintner &amp; Diaz</b>	<b>Legal</b>		
05/31/2022	82371		2522.114 CPT RL-PG	01-General Operating Fund:100- Administration	-150.00
TOTAL					-150.00
<b>06/10/2022</b>	<b>47655</b>	<b>New Pig Corporation</b>			
05/24/2022	4974587-00		PO # 50261 Drain Cover	01-General Operating Fund:500-International Terminal	-1,903.98
TOTAL					-1,903.98
<b>06/10/2022</b>	<b>47656</b>	<b>Newport News-Times</b>			
05/06/2022	INV140993		Blessing of the Fleet	01-General Operating Fund:100- Administration	-105.00
05/20/2022	INV143598		PO # 10253	01-General Operating Fund:300-Commercial Marina	-2.00
05/20/2022	INV143600		PO # 10253	01-General Operating Fund:300-Commercial Marina	-67.85
05/25/2022	INV146288		PO # 10256	01-General Operating Fund:700-South Beach:710-SB Cu...	-2.00
05/25/2022	INV146290		PO # 10256	01-General Operating Fund:700-South Beach:710-SB Cu...	-131.85
05/25/2022	INV147712		Harbor News June 2022	01-General Operating Fund:700-South Beach:710-SB Cu...	-4,049.85
TOTAL					-4,358.55

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/10/2022</b>	<b>47659</b>	<b>Quadient Finance USA Inc</b>	<b>Office Supplies</b>		
05/27/2022	16698612		PO # 10259- Ink Cartridge	01-General Operating Fund:100- Administration	-223.99
TOTAL					-223.99
<b>06/10/2022</b>	<b>47660</b>	<b>Road &amp; Driveway Co Inc</b>	<b>Resurface Port Dock 7</b>		
05/27/2022	0028914-IN		Resurface Port Dock 7	01-General Operating Fund:300-Commercial Marina	-37,168.21
TOTAL					-37,168.21
<b>06/10/2022</b>	<b>47661</b>	<b>Spiro Landscaping Inc</b>			
05/26/2022	00027163		PO # 710557/Trees	01-General Operating Fund:700-South Beach:760-SB O...	-480.00
05/28/2022	00027142		RV Park Monthly Maintenance	01-General Operating Fund:700-South Beach:760-SB O...	-990.00
TOTAL					-1,470.00
<b>06/10/2022</b>	<b>47662</b>	<b>Staples- CHECK REMIT ADDRESS</b>	<b>Office Supplies</b>		
04/01/2022	3503823018		Order 7352717794/PO # 720041	01-General Operating Fund:700-South Beach	-133.75
04/01/2022	3509261247		Order # 7353179155/PO #10238	01-General Operating Fund:100- Administration	-471.99
04/01/2022	3506650650		Order # 7353642928/ PO # 720042	01-General Operating Fund:700-South Beach	-20.58
04/22/2022	3506650647		Order # 7355228903/ PO # 10244	01-General Operating Fund:100- Administration	-7.08
05/03/2022	3509261251		Order # 7356027634/ PO # 10248	01-General Operating Fund:100- Administration	-60.26
05/12/2022	3509261254		Order # 7356716616/ PO # 10252	01-General Operating Fund:100- Administration	-97.14
05/16/2022	3509261260		Order # 7356860418/ PO # 720049	01-General Operating Fund:700-South Beach	-15.77
05/17/2022	3509261257		Order # 7356981822/ PO # 10254	01-General Operating Fund:100- Administration	-56.25
TOTAL					-862.82
<b>06/10/2022</b>	<b>47663</b>	<b>Suburban Propane</b>	<b>ACT # 1568-103903</b>		
05/31/2022	166739		ACT # 1568-103903	01-General Operating Fund:300-Commercial Marina	-300.00
TOTAL					-300.00
<b>06/10/2022</b>	<b>47664</b>	<b>Thompson's Sanitary Service Inc</b>			
05/31/2022	12058 2022-5		Trash disposal - Int'l Terminal	01-General Operating Fund:500-International Terminal	-1,405.52
05/31/2022	13499 2022-5		Trash Compactor - CM Trash disposal	01-General Operating Fund:300-Commercial Marina	-1,394.07
05/31/2022	12514 2022-5		Trash disposal - SBOP	01-General Operating Fund:700-South Beach:760-SB O...	-5,141.50
TOTAL					-7,941.09

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/10/2022</b>	<b>47665</b>	<b>PBS Engineering and Environmental Inc.</b>			
05/31/2022	0074183.001-1		3400-19-01/Rogue Brewery Seawall Repair Permitting	01-General Operating Fund:700-South Beach	-6,780.00
TOTAL					-6,780.00
<b>06/14/2022</b>	<b>47666</b>	<b>Amazon Capital Services Inc</b>	<b>Office Supplies</b>		
05/03/2022	1LNF-FJJM-FH7T		A1FGJV116UT7J7-PO# 710550	01-General Operating Fund:700-South Beach	-83.91
TOTAL					-83.91
<b>06/14/2022</b>	<b>47667</b>	<b>Bay Area Enterprises, Inc</b>	<b>Janitorial Services - May 2022</b>		
05/31/2022	8375		Janitorial Services - April 2022	01-General Operating Fund:100- Administration	-745.30
			Janitorial Services - April 2022	01-General Operating Fund:300-Commercial Marina	-745.30
			Janitorial Services - April 2022	01-General Operating Fund:500-International Terminal	-745.30
			Janitorial Services - April 2022	01-General Operating Fund:700-South Beach	-8,411.23
TOTAL					-10,647.13
<b>06/14/2022</b>	<b>47668</b>	<b>Business Oregon - IFA</b>	<b>Debt service 655-41-1230000927</b>		
05/01/2022	65541 2022-05		bal 345,833.42	01-General Operating Fund:500-International Terminal	-2,083.33
TOTAL					-2,083.33
<b>06/14/2022</b>	<b>47669</b>	<b>DOWL</b>	<b>PD5 Project - Professional services January 30, 2...</b>		
06/06/2022	0860-0003.50-10		PD5 Project - Professional services January 30, 202...	01-General Operating Fund:300-Commercial Marina	-1,450.00
TOTAL					-1,450.00
<b>06/14/2022</b>	<b>47670</b>	<b>First Interstate Bank MC</b>	<b>FIB MC-CU 4/22/22-5/22/22 charges</b>		
06/13/2022	3434 CU 2022-05		FIB MC-CU 4/22/22-5/22/22 charges	01-General Operating Fund:700-South Beach	-185.42
TOTAL					-185.42
<b>06/14/2022</b>	<b>47671</b>	<b>HR Answers Inc</b>	<b>May Professional Services</b>		
06/15/2022	51092		May Professional Services	01-General Operating Fund:100- Administration	-504.00
TOTAL					-504.00

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/14/2022</b>	<b>47672</b>	<b>Hyak</b>	<b>IT</b>		
06/15/2022	31523		IT services - MS 365, web filtering, desktop support ...	01-General Operating Fund:100- Administration	-159.00
06/15/2022	31769		IT services - MS 365, web filtering, desktop support ...	01-General Operating Fund:100- Administration	-5,032.00
TOTAL					-5,191.00
<b>06/14/2022</b>	<b>47673</b>	<b>Integrity Data</b>	<b>IT/Software</b>		
06/15/2022	CB04875		Monthly Base Fee & Subscription 6/1/22-6/30/22	01-General Operating Fund:100- Administration	-200.00
TOTAL					-200.00
<b>06/14/2022</b>	<b>47674</b>	<b>MacPherson Gintner &amp; Diaz</b>	<b>Legal</b>		
05/31/2022	82372		2522.01 General Business-PG May 2022	01-General Operating Fund:100- Administration	-5,362.50
TOTAL					-5,362.50
<b>06/14/2022</b>	<b>47675</b>	<b>PacificSource Administrators Inc</b>	<b>Employee Benefits</b>		
06/15/2022	65776		HRE Insurance Withholding	01-General Operating Fund:100- Administration	-81.75
			HRE Insurance Withholding	01-General Operating Fund:700-South Beach:760-SB O...	-50.00
			HRE Insurance Withholding	01-General Operating Fund:300-Commercial Marina	-13.00
06/15/2022	65777		HRE Insurance Withholding	01-General Operating Fund:500-International Terminal	-50.00
			HRE Insurance Withholding	01-General Operating Fund:100- Administration	-81.75
			HRE Insurance Withholding	01-General Operating Fund:700-South Beach:760-SB O...	-50.00
			HRE Insurance Withholding	01-General Operating Fund:300-Commercial Marina	-13.00
06/15/2022	65778		HRE Insurance Withholding	01-General Operating Fund:500-International Terminal	-50.00
			HRE Insurance Withholding	01-General Operating Fund:100- Administration	-81.75
			HRE Insurance Withholding	01-General Operating Fund:700-South Beach:760-SB O...	-50.00
			HRE Insurance Withholding	01-General Operating Fund:300-Commercial Marina	-13.00
06/15/2022	25491		HRE Insurance Withholding	01-General Operating Fund:500-International Terminal	-50.00
			Flat Monthly Fee	01-General Operating Fund:100- Administration	-85.00
TOTAL					-669.25
<b>06/14/2022</b>	<b>47676</b>	<b>Pioneer Connect</b>			
06/15/2022	113823 06/2022		SB Office phone	01-General Operating Fund:700-South Beach:710-SB Cu...	-221.84
06/15/2022	115083 6/2022		SB shop phone	01-General Operating Fund:700-South Beach:760-SB O...	-40.68
TOTAL					-262.52

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/14/2022</b>	<b>47677</b>	<b>Special Districts Insurance Services</b>			
02/01/2022	37P16278-191 Q3		Quarterly general liability/property ins-Q3 Policy 37P...	01-General Operating Fund:100- Administration	-48,565.26
06/15/2022	Jul Health-Dental-Lf		Monthly health-dental-life insurance	01-General Operating Fund:100- Administration	-5,845.49
			Monthly health-dental-life insurance	01-General Operating Fund:300-Commercial Marina	-3,199.22
			Monthly health-dental-life insurance	01-General Operating Fund:700-South Beach:710-SB Cu...	-2,953.02
			Monthly health-dental-life insurance	01-General Operating Fund:700-South Beach:760-SB O...	-2,989.88
			Monthly health-dental-life insurance	01-General Operating Fund:500-International Terminal	-3,864.30
TOTAL					-67,417.17
<b>06/14/2022</b>	<b>47678</b>	<b>Suburban Propane</b>	<b>ACT # 1568-103903</b>		
06/15/2022	166897		ACT # 1568-103903	01-General Operating Fund:300-Commercial Marina	-322.89
TOTAL					-322.89
<b>06/14/2022</b>	<b>47679</b>	<b>TCB Security Services Inc.</b>	<b>June - Monthly Security</b>		
06/15/2022	241092		June - Monthly Security	01-General Operating Fund:300-Commercial Marina	-2,116.95
			June - Monthly Security	01-General Operating Fund:700-South Beach:710-SB Cu...	-2,116.95
			June - Monthly Security	01-General Operating Fund:700-South Beach:760-SB O...	-2,116.95
			June - Monthly Security	01-General Operating Fund:500-International Terminal	-1,121.15
TOTAL					-7,472.00
<b>06/14/2022</b>	<b>47680</b>	<b>Tucker, Gloria</b>	<b>Reimbursement/Birthday supplies</b>		
06/15/2022	060622		Second Qtr Birthday Supplies	01-General Operating Fund:100- Administration	-94.12
TOTAL					-94.12
<b>06/24/2022</b>	<b>47683</b>	<b>Airgas USA LLC</b>			
06/09/2022	9126739239		PO # 50271 - June 2022	01-General Operating Fund:500-International Terminal	-34.08
06/09/2022	9126739240		PO # 50272 June 2022	01-General Operating Fund:500-International Terminal	-39.74
06/13/2022	9126836744		PO # 50273 June 22	01-General Operating Fund:500-International Terminal	-84.70
TOTAL					-158.52
<b>06/24/2022</b>	<b>47684</b>	<b>Alsco Inc</b>			
06/02/2022	LPOR2841192		Act #: 421233	01-General Operating Fund:500-International Terminal	-32.95
06/16/2022	LPOR2848475		Act # 421233	01-General Operating Fund:500-International Terminal	-32.95
TOTAL					-65.90



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Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47685</b>	<b>Alsea Bay Power Products Inc</b>	<b>Operating</b>		
06/17/2022	364149		PO # 710585	01-General Operating Fund:700-South Beach	-317.00
TOTAL					-317.00
<b>06/24/2022</b>	<b>47686</b>	<b>Amazon Capital Services Inc</b>	<b>Office and Operating Supplies</b>		
06/02/2022	1CY4-9GYC-PQT1		PO # 10264	01-General Operating Fund:100- Administration	-69.81
			sb-dOG TREATS	01-General Operating Fund:700-South Beach	-17.47
06/02/2022	1P7G-Y41D-NRHH		PO # 710577 June 22	01-General Operating Fund:700-South Beach	-417.41
06/03/2022	1WXM-HP7L-9RL1		PO # 10263 JUNE 2022	01-General Operating Fund:100- Administration	-250.34
06/04/2022	1YGW-CRCL-PYJW		PO # 10269	01-General Operating Fund:100- Administration	-97.90
06/08/2022	1XWY-QCPJ-9PC9		PO # 50269	01-General Operating Fund:500-International Terminal	-50.92
06/09/2022	1D93-DRRH-NMX9		PO # 710578 JUNE 2022	01-General Operating Fund:700-South Beach	-492.99
06/20/2022	1CQ4-XRAT-39XJ		PO # PO00025	01-General Operating Fund:100- Administration	-110.68
06/22/2022	1CL9-LC4W-GRVT		PO # 710588	01-General Operating Fund:700-South Beach	-337.68
TOTAL					-1,845.20
<b>06/24/2022</b>	<b>47687</b>	<b>ArchiveSocial Inc</b>	<b>Annual subscription for social media archiving-A...</b>		
07/13/2022	23035		Annual subscription for social media archiving	01-General Operating Fund:100- Administration	-2,988.00
TOTAL					-2,988.00
<b>06/24/2022</b>	<b>47688</b>	<b>Baldwin General Contracting, Inc</b>	<b>Project # 20033 - PON Admin Building 5/01/22 - 5/...</b>		
05/31/2022	5		Project # Project # 20033 - PON Admin Building 5/0...	01-General Operating Fund:100- Administration	-143,140.29
TOTAL					-143,140.29
<b>06/24/2022</b>	<b>47689</b>	<b>Barrelhead Supply Inc</b>			
06/09/2022	320563		PO # 710579 - June 22	01-General Operating Fund:700-South Beach	-158.15
06/17/2022	320898		PO# 710584	01-General Operating Fund:700-South Beach	-25.98
TOTAL					-184.13
<b>06/24/2022</b>	<b>47690</b>	<b>Builders FirstSource Inc</b>	<b>PO # 30391</b>		
06/09/2022	61675257		PO # 30391	01-General Operating Fund:300-Commercial Marina	-13.99
TOTAL					-13.99

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47691</b>	<b>Carver Inc</b>	<b>SB Fuel Dock</b>		
06/01/2022	11687		TLS Fuel Monitor -SB Fuel Dock SB Fuel Dock	01-General Operating Fund:700-South Beach 01-General Operating Fund:700-South Beach	-218.18 -33.56
TOTAL					-251.74
<b>06/24/2022</b>	<b>47692</b>	<b>Century Link</b>			
06/13/2022	541-574-1053-245B 06		June 2022	01-General Operating Fund:100- Administration	-40.41
06/17/2022	541-265-4235 840B		June 2022 - Telephone Monthly Charges	01-General Operating Fund:100- Administration	-40.41
TOTAL					-80.82
<b>06/24/2022</b>	<b>47693</b>	<b>Coastal Paper &amp; Supply Inc</b>	<b>PO # 710586</b>		
06/17/2022	429267		PO # 710586	01-General Operating Fund:700-South Beach	-785.29
TOTAL					-785.29
<b>06/24/2022</b>	<b>47694</b>	<b>Copeland Lumber Yards Inc</b>			
06/08/2022	2206-299389		PO # 30390 June 2022	01-General Operating Fund:300-Commercial Marina	-12.57
06/22/2022	2206-008243		PO # 30398	01-General Operating Fund:300-Commercial Marina	-0.79
TOTAL					-13.36
<b>06/24/2022</b>	<b>47695</b>	<b>Dahl &amp; Dahl Inc</b>			
06/16/2022	296017		PO # 30389	01-General Operating Fund:300-Commercial Marina	-217.50
06/21/2022	296271		PO # 50279	01-General Operating Fund:500-International Terminal	-158.05
06/21/2022	296289		PO # 50280 June 22	01-General Operating Fund:500-International Terminal	-152.25
TOTAL					-527.80
<b>06/24/2022</b>	<b>47696</b>	<b>De Lage Landen Financial Services, Inc</b>	<b>Equipment Lease</b>		
06/11/2022	76646820		6/1/2022-6/31/2022 6/1/2022-6/31/2022 Late Fee	01-General Operating Fund:100- Administration 01-General Operating Fund:700-South Beach 01-General Operating Fund:100- Administration	-320.00 -320.00 -32.00
TOTAL					-672.00
<b>06/24/2022</b>	<b>47697</b>	<b>Durkee, Jim</b>	<b>HRA disbursement</b>		
06/22/2022	Reimbursement		HRA disbursement	01-General Operating Fund:100- Administration	-1,947.32
TOTAL					-1,947.32

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47698</b>	<b>Ecolube Recovery LLC</b>	<b>Used oil recovery</b>		
06/08/2022	9865060622		Used oil recovery	01-General Operating Fund:700-South Beach	-47.19
TOTAL					-47.19
<b>06/24/2022</b>	<b>47699</b>	<b>Englund Marine Supply Co Inc</b>	<b>Operating Supplies</b>		
06/02/2022	996222/6		PO # 50268	01-General Operating Fund:500-International Terminal	-93.18
06/13/2022	K96587/6		PO # 710580 June 2022	01-General Operating Fund:700-South Beach	-345.55
06/13/2022	996594/6		PO # 60111 June 22	01-General Operating Fund:500-International Terminal	-32.90
06/15/2022	996674/6		Po # 50275	01-General Operating Fund:500-International Terminal	-24.01
06/15/2022	996684/6		PO # 50277	01-General Operating Fund:500-International Terminal	-16.50
TOTAL					-512.14
<b>06/24/2022</b>	<b>47700</b>	<b>Foress Sign &amp; Manufacturing, LLC</b>	<b>50% Downpayment/Lighted Sign/Admin Building</b>		
06/16/2022	38010D		50% Downpayment/Lighted Sign/Admin Building	01-General Operating Fund:100- Administration	-14,511.00
TOTAL					-14,511.00
<b>06/24/2022</b>	<b>47701</b>	<b>Good Sam RV Travel &amp; Savings Guide LLC</b>	<b>2023 Annual Directory Good Sam SB RV</b>		
06/03/2022	2023 Edition		2023 Annual Directory Good Sam SB RV	01-General Operating Fund:700-South Beach:710-SB Cu...	-7,948.80
TOTAL					-7,948.80
<b>06/24/2022</b>	<b>47702</b>	<b>Harris, Mark</b>	<b>Reimbursement/Office</b>		
06/17/2022	2022 6-R		Walmart-Customer candy for front desk	01-General Operating Fund:100- Administration	-32.99
			Amazon: Receipt paper for Clover CC Machine	01-General Operating Fund:100- Administration	-17.20
TOTAL					-50.19
<b>06/24/2022</b>	<b>47703</b>	<b>Hyak</b>	<b>IT services - MS 365, web filtering, desktop supp...</b>		
06/17/2022	31945		IT services - MS 365, web filtering, desktop support ...	01-General Operating Fund:100- Administration	-159.00
TOTAL					-159.00
<b>06/24/2022</b>	<b>47704</b>	<b>IcniPro Security Alarms Inc</b>	<b>Cell Security System Monitoring 7/1/22-9/30/22</b>		
06/01/2022	39926		7/1/22-9/30/22	01-General Operating Fund:700-South Beach	-130.14
TOTAL					-130.14

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Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47705</b>	<b>Industrial Welding Supply Inc</b>	<b>PO # 50274</b>		
06/13/2022	00257589		PO # 50274	01-General Operating Fund:500-International Terminal	-46.28
TOTAL					-46.28
<b>06/24/2022</b>	<b>47706</b>	<b>MASA - Medical Air Services Association</b>	<b>Group B2BPOP/Member ID 2083219/June 2022</b>		
06/15/2022	1281357		Tucker,G.-June 2022 Rogers, W-June 2022	01-General Operating Fund:100- Administration 01-General Operating Fund:700-South Beach	-14.00 -14.00
TOTAL					-28.00
<b>06/24/2022</b>	<b>47707</b>	<b>Meats, Andrew</b>	<b>Reimbursement-boots</b>		
06/17/2022	Reimbursement		Reimbursement-boots	01-General Operating Fund:700-South Beach	-94.99
TOTAL					-94.99
<b>06/24/2022</b>	<b>47708</b>	<b>Mobile Modular</b>	<b>Mobile Office Lease</b>		
06/01/2022	2290696		Act # R1028034 24x60 Rent 6/13/22 - 7/12/22	01-General Operating Fund:300-Commercial Marina	-1,200.00
TOTAL					-1,200.00
<b>06/24/2022</b>	<b>47709</b>	<b>New Pig Corporation</b>			
06/17/2022	23679631-00		PO # 30393	01-General Operating Fund:300-Commercial Marina	-1,287.33
06/17/2022	4977144-00		PO # 30393	01-General Operating Fund:300-Commercial Marina	-3,265.88
TOTAL					-4,553.21
<b>06/24/2022</b>	<b>47710</b>	<b>Oregon Department of Human Services</b>			
06/15/2022	028505DNS21		Payroll Item		-278.29
TOTAL					-278.29
<b>06/24/2022</b>	<b>47711</b>	<b>Orkin</b>	<b>Act # 33231305-Pest Control</b>		
05/31/2022	22899725		Pest Control	01-General Operating Fund:100- Administration	-53.33
TOTAL					-53.33
<b>06/24/2022</b>	<b>47712</b>	<b>Pacific Coast Lock &amp; Safe LLC</b>	<b>PO # 710583</b>		
06/15/2022	09504		PO # 710583	01-General Operating Fund:700-South Beach	-155.00
TOTAL					-155.00

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**PON - General Operatind Fund  
Accounts Paid Report  
June 2022**

Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47713</b>	<b>Pacific Northwest Waterways Assoc.</b>	<b>PNWA 7/1/2022-6/30/2023 Annual Membership D...</b>		
06/01/2022	2022-2023 Dues		PNWA 7/1/2022-6/30/2023 Annual Membership Dues	01-General Operating Fund:100- Administration	-8,600.00
TOTAL					-8,600.00
<b>06/24/2022</b>	<b>47714</b>	<b>Patrick Bishop</b>			
06/01/2022	392357		Labor to design and build guards for shore power pr...	01-General Operating Fund:300-Commercial Marina	-1,350.00
06/16/2022	392356		Weld an reinforce pilings on dock	01-General Operating Fund:500-International Terminal	-675.00
TOTAL					-2,025.00
<b>06/24/2022</b>	<b>47715</b>	<b>Pioneer Printing Inc</b>	<b>Office Supplies</b>		
06/03/2022	78230		PO # 10267	01-General Operating Fund:700-South Beach	-50.80
TOTAL					-50.80
<b>06/24/2022</b>	<b>47716</b>	<b>Sherwin-Williams</b>	<b>PO # 50276 June 22</b>		
06/15/2022	6083-1		PO # 50276 June 22	01-General Operating Fund:500-International Terminal	-116.45
TOTAL					-116.45
<b>06/24/2022</b>	<b>47717</b>	<b>Sure Clean Northwest</b>	<b>PO # 50251</b>		
06/13/2022	63596		PO # 50251	01-General Operating Fund:500-International Terminal	-338.00
TOTAL					-338.00
<b>06/24/2022</b>	<b>47718</b>	<b>Toyota Industries Commercial Finance Inc</b>	<b>Debt service - 2017 CM Forklift</b>		
06/01/2022	4003511349		2017 CM Forklift - Principal	01-General Operating Fund:300-Commercial Marina	-651.78
			2017 CM Forklift - Interest	01-General Operating Fund:300-Commercial Marina	-7.77
TOTAL					-659.55
<b>06/24/2022</b>	<b>47719</b>	<b>TWGW Inc NAPA Auto Parts</b>	<b>PO # 30394</b>		
06/16/2022	964178		PO # 30394	01-General Operating Fund:300-Commercial Marina	-35.88
TOTAL					-35.88
<b>06/24/2022</b>	<b>47720</b>	<b>ULINE</b>	<b>PO # 10266</b>		
06/02/2022	149715952		PO # 10266	01-General Operating Fund:100- Administration	-315.70
TOTAL					-315.70

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**PON - General Operatind Fund  
Accounts Paid Report  
June 2022**

Date	Num	Name	Memo	Class	Paid Amount
<b>06/24/2022</b>	<b>47721</b>	<b>Verizon Wireless</b>	<b>Port cell phones and MiFi- 5/13/22-6/12/22</b>		
06/12/2022	9908671204		Port cell phones and MiFi- 5/13/22-6/12/22	01-General Operating Fund:100- Administration	-215.20
			Port cell phones and MiFi- 5/13/22-6/12/22	01-General Operating Fund:300-Commercial Marina	-73.72
			Port cell phones and MiFi- 5/13/22-6/12/22	01-General Operating Fund:500-International Terminal	-73.72
			Port cell phones and MiFi- 5/13/22-6/12/22	01-General Operating Fund:700-South Beach	-86.99
TOTAL					-449.63
<b>06/24/2022</b>	<b>47722</b>	<b>Wells Fargo Financial Leasing</b>			
05/31/2022	5020463936		603-0208292 Copier Leases - North Office	01-General Operating Fund:100- Administration	-141.50
			603-0208292 Copier Leases - SB Office	01-General Operating Fund:700-South Beach:710-SB Cu...	-141.50
TOTAL					-283.00
<b>06/30/2022</b>	<b>47723</b>	<b>City of Newport Room Tax</b>	<b>Transient room tax - May 2022</b>		
06/30/2022	CON Rm Tax 2022-5		Transient room tax - April 2022	01-General Operating Fund:700-South Beach	-11,728.38
TOTAL					-11,728.38
<b>06/30/2022</b>	<b>47724</b>	<b>Miranda, Paula J</b>	<b>Reimbursement for Travel &amp; Mileage 10/19/21-6/2...</b>		
06/30/2022	06/30/22 Reimburseme		Reimbursement for Travel 10/19/21-6/23/22	01-General Operating Fund:100- Administration	-1,362.50
			Reimbursement for Mileage 10/19/21-6/23/22	01-General Operating Fund:100- Administration	-650.76
TOTAL					-2,013.26
<b>06/30/2022</b>	<b>47725</b>	<b>Moon, Donald</b>			
07/01/2022	PPE 06/30/2022		Payroll Item		-1,417.40
TOTAL					-1,417.40

**NOAA Lease Revenue Fund  
Check Detail  
June 2022**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
<b>06/28/2022</b>	<b>EFT</b>	<b>Central Lincoln PUD</b>		
06/09/2022	302612069 05			-500.28
TOTAL				-500.28
<b>06/03/2022</b>	<b>15320</b>	<b>Amazon Capital Services Inc</b>	<b>Operating Supplies</b>	
06/01/2022	1CW1-Q9V6-GNJ7		PO # 60100	-62.51
TOTAL				-62.51
<b>06/03/2022</b>	<b>15321</b>	<b>Metro Overhead Door Inc</b>		
05/05/2022	221806		Act # 48538	-1,250.00
TOTAL				-1,250.00
<b>06/03/2022</b>	<b>15322</b>	<b>Newport Gutter Cleaning</b>		
05/27/2022	2287		Gutter Cleaning, Moss prevention	-2,039.00
TOTAL				-2,039.00
<b>06/10/2022</b>	<b>15323</b>	<b>Cummins Inc</b>		
05/31/2022	12-41791		PO60023: Generator repair	-2,295.79
TOTAL				-2,295.79
<b>06/10/2022</b>	<b>15324</b>	<b>Platt</b>	<b>10333</b>	
06/06/2022	2V33032		PO # 60103	-151.20
TOTAL				-151.20
<b>06/10/2022</b>	<b>15325</b>	<b>Spiro Landscapes Inc</b>	<b>Monthly Landscape Maintenance</b>	
05/28/2022	00027141		Monthly Landscape Maintenance	-455.00
TOTAL				-455.00

**NOAA Lease Revenue Fund**  
**Check Detail**  
**June 2022**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
<b>06/10/2022</b>	<b>15326</b>	<b>Thompsons Sanitary Service</b>	<b>Service date: 5/1-5/31/22</b>	
06/07/2022	22644 2022-5		Service date: 5/1-5/31/22	-637.00
TOTAL				-637.00
<b>06/14/2022</b>	<b>15327</b>	<b>Pioneer Connect</b>	<b>bus-159375</b>	
06/13/2022	159375 2022-06			-177.98
TOTAL				-177.98
<b>06/14/2022</b>	<b>15328</b>	<b>Special Districts Insurance Services</b>		
02/01/2022	37P16278-191 Q3		Quarterly general liability/property ins-Q3 Policy 37P16278 1/1/2022-12/31/...	-12,452.49
TOTAL				-12,452.49
<b>06/14/2022</b>	<b>15329</b>	<b>Special Districts Insurance Services</b>	<b>July Health, Dental and Life Premium</b>	
06/13/2022	Jul 03-0016278		July Health, Dental and Life Premium	-996.85
TOTAL				-996.85
<b>06/24/2022</b>	<b>15330</b>	<b>Alsea Bay Power Products</b>	<b>Adjustable Hedge Blade</b>	
06/02/2022	362987		Adjustabe Hedge Blade	-254.99
TOTAL				-254.99
<b>06/24/2022</b>	<b>15331</b>	<b>Amazon Capital Services Inc</b>	<b>Office and Operating Supplies</b>	
06/08/2022	1KNF-QNVW-1T74		PO # 60112	-77.51
06/11/2022	1GNJ-1W9C-LW3C		PO # 60107	-90.82
06/15/2022	1P3C-VF9K-1GGX		PO # 60108	-259.99
TOTAL				-428.32
<b>06/24/2022</b>	<b>15332</b>	<b>Bill's Pest Control LLC</b>		
06/08/2022	26150		Monthly Service Account # 2-0111	-135.00
TOTAL				-135.00



**NOAA Lease Revenue Fund  
Check Detail  
June 2022**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
<b>06/24/2022</b>	<b>15333</b>	<b>Coastal Refrigeration Heating &amp; AC,...</b>		
06/08/2022	i3602		PO # 60105	-1,015.00
TOTAL				-1,015.00
<b>06/24/2022</b>	<b>15334</b>	<b>IconiPro Security &amp; Alarms Inc</b>	<b>Fire Alarm Monitoring 7/1/22-9/30/22</b>	
06/01/2022	39926		Fire Alarm Monitoring 7/1/22-9/30/22	-85.17
TOTAL				-85.17
<b>06/24/2022</b>	<b>15335</b>	<b>Newport Fab Shop</b>		
06/12/2022	1096		PO # 60109	-50.00
TOTAL				-50.00
<b>06/24/2022</b>	<b>15336</b>	<b>TWGW Inc NAPA Auto Parts</b>	<b>56437</b>	
06/16/2022	964177		FHP Powerated Belt	-25.99
TOTAL				-25.99
<b>06/24/2022</b>	<b>15337</b>	<b>Verizon Wireless</b>	<b>5/13/22-6/12/22</b>	
06/12/2022	9908671204		5/13/22-6/12/22	-26.88
TOTAL				-26.88



## **S T A F F   R E P O R T**

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**DATE:** 26 July 2022  
**RE:** Appointment of Budget Officer  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark A. Brown, Director of Finance and Business Services

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### **BACKGROUND**

ORS 294.331 requires a governing body of a municipal corporation to appoint or designate one individual to serve as a budget officer each fiscal year. Additionally, the Port Fiscal Policy indicates the appointment of a Budget Officer will occur July of each fiscal year. The budget officer acts under the direction of the executive officer for the municipal corporation.

### **Discussion**

Since the Budget officer acts under the direction of the General Manager, it would not make sense for the General Manager to act as the budget officer. The Director of Finance and business service is responsible for preparing (or supervising the preparation of) the annual budget and for disseminating budget to actual information to Departments Heads. ORS 294.331 specifies that the budget officer: "shall prepare or supervise the preparation of the budget document." Therefore, the Director of Finance and Business Services should serve as the Budget Officer.

### **RECOMMENDATION and MOTION**

**If not included in the consent calendar: I motion to appoint the Director of Finance and Business Services, Mark Brown, as the Budget officer for Fiscal Year 2022-2023.**



## **S T A F F   R E P O R T**

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**DATE:**            *07/26/2022*  
**RE:**                *City of Newport Amended MOU regarding use of Port Sand*  
**TO:**                *Port of Newport Board of Commissioners*  
**ISSUED BY:**    *Paula J. Miranda, General Manager*

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### **BACKGROUND**

Back in 02/25/20 the Port of Newport Commission approved an Amended Memorandum of Understanding between the Port and the City of Newport regarding use of Port sand for fill material in exchange for using the airport for disposal of clean fill material.

The amendment was never signed by the City and the Port has been working with the City since on additional language to be added to the agreement.

The attached Amended Memorandum of Understanding now reflects additional language requested by the City.

### **RECOMMENDATION**

I recommend the Commission make a **“Motion to approve the Amended Memorandum of Understanding to include the additional language, as requested by the City of Newport.”**

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

~~THIS~~ ~~AMENDMENT~~ ~~is to the Memorandum of Understanding~~ ~~EMORANDUM~~ ~~OF UNDERSTANDING~~ (this "Amendment"), dated effective this ~~\_\_\_\_\_~~ day of ~~\_\_\_\_\_~~, 2020 (the "Effective Date"), is by and between the ~~Port of Newport~~ (the "Port") and the ~~City of Newport~~ (the "City").

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**RECITALS**

**WHEREAS**, on ~~the 15<sup>th</sup> of~~ June 15, 2016, the Port and the City entered into a Memorandum of Understanding (the "~~Original Agreement~~") where the Port and the City agreed the Port would dispose of clean fill material in exchange to provide the ~~e~~City clean buildable material during the term of the ~~Original Agreement~~, and

**WHEREAS**, the Port and the City now desire to ~~extend and~~ amend certain provisions of the ~~Original Agreement as follows~~.

**TERMS OF AMENDMENT AGREEMENT**

**1. ACKNOWLEDGMENT**

A. Section 3 of the ~~Original Agreement shall be is~~ deleted in its entirety and replaced with the following:

~~"The parties acknowledge that the "clean buildable material" is obtained and is owned by the State of Oregon. The said material to be supplied to the City will be acquired by the Port from the State of Oregon at no cost to the City. The Port will pay the charge for such materials at the current rate as established by the State of Oregon. The City shall allow the Port to access the Airport site to dispose "clean unbuildable fill material" as at reasonable times and places. Port will coordinate placement with the Airport Director.~~ "eClean buildable material" will be provided to the City as described herein and will be transported at the sole cost of the City to locations/projects and at times as determined by the City.

The Port may be entitled to charge the City a Truck Toll as set by the Port Rates. The current rate set for vehicles with a Commercial Motor Vehicle Classification of Class 6 ~~o~~r higher (GVWR of 19,501 lbs or above) is at \$7.00 per axle. The City rate will follow the Port's most current rate, which may be revised on an annual basis. Increases to the rate will not exceed annual cost of living index. The Port agrees to discount the rate by \$2.00 per axle should the City move more than 6,000 cubic yards in a single month.

Material Disposal – The Port will coordinate placement of materials with the Airport Director prior to each haul event. The Port will obtain any applicable permits related to haul/disposal activities. The site will be graded to a relatively flat/level condition, to allow proper drainage

of stormwater and prevent ponding. The Port shall implement appropriate erosion control measures on placed materials to avoid erosion or migration of sediment (i.e. seeding, etc.).

Haul Road – Prior to hauling material, the haul road will be inspected by both the City and Port to document condition. The Port shall make any improvements deemed necessary to safely access the material disposal location. Within five~~5~~ business days of any hauling activity, the City and Port will re-inspect the haul road condition. The Port will restore the haul road to pre-haul condition at the Port's expense.

## **2. — DURATION AND TERMINATION OF AGREEMENT**

B. Section 5 of the ~~Original~~ Agreement shall be is deleted in its entirety and replaced with the following:

“This Agreement shall continue for a period of 10 years from the date of execution, and shall continue in effect until terminated by either party with written notice of such intent to terminate provided to the other party.”~~The effective date of termination shall be 90 days after said Notice.~~

## **3. — MUTUAL INDEMNIFICATIONS**

C. The following Mutual Indemnification provision is added to the Agreement.

To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 to 30.300), and to the extent otherwise provide for in private contracts of insurance. If there are any third party claims ~~against either parties~~ caused by either party's negligence ~~ies~~ in the removal or ~~deposit~~ disposal of materials, ~~either that~~ party will indemnify, defend (by legal counsel reasonably acceptable to the other party), ~~protect~~ and hold the other party harmless for, from, and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including attorneys' fees) arising therefrom. “Third party claims” are defined as any claims or rights of recovery by any person or entity (including governmental agencies): (1) which result from injury, damage, or loss to or of any person or property; or (2) for cost recovery, removal, or remedial action. Third-party claims will also include any costs paid or payable by either party for damage, loss, injury, investigation, removal, remediation, or other liability in response to any third-party claim or in anticipation of any enforcement or remedial action undertaken or threatened by any governmental agency or private party. Indemnity and defense for claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

~~The indemnification obligation under this paragraph with respect to any liability or expenses of whatever kind or nature, arising out of or in connection with the performance or non-performance of either party's respective obligation under this agreement, shall be no greater than that prescribed by the provisions of ORS 30.260 to 30.302. this limitation on either party's indemnification obligation shall be the same whether the actions or damages being indemnified are characterized as tortious or contractual in nature.~~

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**4.1. ENTIRE AGREEMENT**

~~This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof. Any Schedules and Exhibits identified in this Agreement are incorporated herein by reference and made part hereof. Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.~~

Except as expressly set forth herein, all provisions of the Amendment shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names effective as of the date first set forth above.

**Port of Newport**

By: \_\_\_\_\_  
Paula J. Miranda, General Manager

Dated: \_\_\_\_\_

**City of Newport**

By: \_\_\_\_\_  
Spencer R. Nebel, City Manager

Dated: \_\_\_\_\_

As Its: \_\_\_\_\_



## **STAFF REPORT**

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**DATE:** *July 26, 2022*  
**RE:** *Department of State Lands - Sand and Gravel License Renewal*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, General Manager*

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### **BACKGROUND**

The Port has obtained a License from the Department of State Lands (DSL) for the purpose of removing up to 30,000 cubic yards of dredge spoils material annually, consisting of sand, gravel, rock and silt from State Lands. The term of the License is only for three years and needs to be renewed every three years if operations is to be continued.

The Port goes through dredging processes on a regular basis, and it is scheduled to dredge this year and next year. It is crucial to maintain the agreement with DSL.

### **RECOMMENDATION**

I recommend "A MOTION TO AUTHORIZE THE GENERAL MANAGER or DESIGNEE TO EXECUTE THE STATE OF OREGON DEPARTMENT OF STATE LANDS ROYALTY LICENSE FOR SHORECAST DREDGE SPOILS AS PROVIDED."





# Oregon

Kate Brown, Governor

## Department of State Lands

775 Summer Street NE, Suite 100

Salem, OR 97301-1279

(503) 986-5200

FAX (503) 378-4844

[www.oregon.gov/dsl](http://www.oregon.gov/dsl)

June 29, 2022

### State Land Board

SN410\11865-SG  
PORT OF NEWPORT  
ATTN: AARON BRETZ  
600 SE BAY BLVD  
NEWPORT, OR 97365

Kate Brown  
Governor

Shemia Fagan  
Secretary of State

Sent via email to: [abretz@portofnewport.com](mailto:abretz@portofnewport.com)

Tobias Read  
State Treasurer

RE: Sand and Gravel License Renewal 11865-SG

Dear Aaron Bretz:

The Department has approved your request for a license for the use of certain state-owned shorecast dredge spoils in Lincoln County. A draft license is attached. To obtain an executed license, please complete the following steps:

1. **Read the lease document carefully** to ensure that you understand all the terms and provisions of the license.
2. **Fill in the license document, Section 29 Notices, Page 8** where required. **Sign and date** the license, **Section 30, page 9** and have the signature notarized.
3. Obtain a **certificate of insurance** proving that you have insurance as specified in Exhibit B. The certificate must state that the State of Oregon is an additional insured and bear the license number, 11865-SG.
4. **Send the signed license and proof of insurance to me.** You may send by email to me or deliver to the address at the top of this letter. If sending by mail or delivering by hand, please place in a single envelope showing the license number on the outside of your envelope below your return address.
5. **We must receive your signed license and proof of insurance within 30 calendar days of the date of this letter.** If for some reason you are unable to meet this deadline, please contact me.
6. You will be required to submit monthly income reports as stated by the license.

When we receive your signed license and associated materials, we will sign and return a copy of the fully executed license to you for your records.

Thank you for your assistance and patience in this process. Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Richard Fitzgerald', is positioned below the word 'Sincerely,'.

Richard Fitzgerald  
Proprietary Coordinator  
[richard.w.fitzgerald@dsl.oregon.gov](mailto:richard.w.fitzgerald@dsl.oregon.gov)  
503.256-5260

Enclosure: 11865-SG Draft Authorization

**STATE OF OREGON  
DEPARTMENT OF STATE LANDS  
ROYALTY LICENSE FOR  
SHORECAST DREDGE SPOILS**

**11865-SG**

1. PARTIES

This Royalty License for Submerged and Submersible Lands ("License") is between the STATE OF OREGON, acting by and through the Department of State Lands ("STATE") and Port of Newport, ("LICENSEE").

2. PREMISES

STATE, hereby grants a non-exclusive License to the LICENSEE for the use of the following property (the "Premises") located within the State of Oregon's portion of the Yaquina Bay, a navigable waterway, more particularly described as follows:

A plot of land owned by the Port of Newport, within Tax Lot 400 (Lincoln County Assessor's Map 11-11-17-A) and enclosed by the following bounding points:

Beginning from a point at Latitude 44° 37' 28.20" N, Longitude 124° 03' 03.47" W (Point A);  
thence Northeast to Latitude 44° 37' 28.74" N, Longitude 124° 03' 03.12" W (Point B);  
thence Northeast to Latitude 44° 37' 29.16" N, Longitude 124° 02' 57.99" W (Point C);  
thence Northeast to Latitude 44° 37' 29.34" N, Longitude 124° 02' 57.51" W (Point D);  
thence Southeast to Latitude 44° 37' 29.20" N, Longitude 124° 02' 57.07" W (Point E);  
thence Southwest to Latitude 44° 37' 25.33" N, Longitude 124° 02' 58.14" W (Point F);  
thence Southwest to Latitude 44° 37' 24.98" N, Longitude 124° 02' 58.52" W (Point G);  
thence Northwest to Latitude 44° 37' 25.55" N, Longitude 124° 03' 03.03" W (Point H);  
thence Northwest to Latitude 44° 37' 26.37" N, Longitude 124° 03' 03.28" W (Point I);  
thence Northeast to Latitude 44° 37' 26.65" N, Longitude 124° 03' 02.93" W (Point J);  
thence North to Latitude 44° 37' 28.07" N, Longitude 124° 03' 03.07" W (Point K);  
thence Northwest back to the POINT OF BEGINNING (Point A).

Containing an area of approximately 3.42 acres, more or less, and as shown on the attached Exhibit A.

*This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.*

3. PURPOSE

LICENSEE may use the Premises for the purpose of removing up to 30,000 cubic yards of shorecast dredge spoils material annually, consisting of sand, gravel, rock and silt (“Material”) and for no other purpose. Any removal of Material must be in accordance with the current operation plan on file with Aquatic Resource Management and the current removal permit, 61598-RF, incorporated here by reference, and the terms of this License.

4. TERM OF LICENSE

The LICENSEE, subject to compliance with the terms of this License, may use the Premises from April 1, 2022, through March 31, 2025.

5. ROYALTIES

a) LICENSEE shall pay STATE a royalty of \$1.15 per cubic yard for all Material taken from the Premises. This royalty rate is fixed through the end of the first year of this License. STATE may change the royalty rate in subsequent years in accordance with the license provisions in the Oregon Administrative Rules (“OAR”) Chapter 141 Division 14 applying to state-owned submerged and submersible lands.

b) LICENSEE shall measure each cubic yard of Material removed from Premises in accordance with OAR 141-14-0300, et seq., as amended by STATE from time to time.

6. PAYMENT

LICENSEE shall pay royalties due to STATE within 20 days after the end of any calendar month in which Material is removed from Premises. LICENSEE shall also provide with each payment a certified true and correct written statement, on a form provided by STATE, showing the volume of Material removed. If no Material is removed in a given calendar month, LICENSEE shall still submit a statement, showing no Material removed. LICENSEE shall make its payment to STATE at the address listed in Paragraph 29, NOTICES.

7. BOND

LICENSEE shall, prior to the issuance of this license, furnish to STATE a surety bond in an amount not less than \$N/A or a cash deposit or certificate of deposit in an amount equal to the amount required for a surety bond, and which names the "State of Oregon" as co-owner to ensure that the LICENSEE will perform in accordance with all terms of the License.

8. RECORDS AND AUDITS

LICENSEE shall establish and maintain an adequate system for recording and reporting amounts of Material removed from the Premises. STATE may at reasonable times and upon reasonable notice to LICENSEE examine or audit these records and supporting documents at the LICENSEE's office.

Authorized employees and agents of STATE may at all reasonable times enter the Premises and locations used or believed to be used for storage of removed Material to inspect, examine, survey or measure the removed Material or to assure compliance with this License, provided that STATE shall not unreasonably interfere with LICENSEE's operations. Licensee shall obtain rights for STATE to access any location used for storage of Material.

After any inspection, examination or survey, STATE may issue an audit report adjusting the amount of royalty LICENSEE owes. LICENSEE will have 30 days after the date of the audit report to review and accept or object to the audit report. If LICENSEE fails to object in writing to the audit report within 30 days after the date of the report, the LICENSEE will be deemed to have accepted the report and the report will become final without further notice to LICENSEE.

LICENSEE shall include in any contract relating to or in connection with this License, a provision that STATE may examine or audit the records and supporting documents of LICENSEE's subcontractors performing work in connection with this License.

9. RESERVATIONS

State expressly reserves from the operation of this License all prior and existing grants of rights of way, easements or other rights of use. LICENSEE shall review all matters of record to ascertain the existence of any grants. STATE further reserves the right to grant other rights of way, easements or other rights of use that will not unreasonably interfere with LICENSEE's exercise of the rights in this License.

10. PUBLIC RIGHTS

Except as provided in Paragraph 14, PUBLIC SAFETY, the rights granted to LICENSEE in the Premises under this License are subject to the rights of the public to engage in recreation, navigation and fishery.

11. COMPLIANCE WITH LAW

LICENSEE shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, and permits in its use of the Premises, including, but not limited to, the requirements of OAR 141-14-0220 et seq., regarding sand and gravel licenses, Oregon Revised Statutes (ORS) Chapters 537 and 540 regarding use and distribution of water and the administrative rules promulgated thereunder, a current removal and fill permit and all applicable local land use requirements. This License does not give LICENSEE permission to conduct any use on the Premises that does not conform with applicable land use requirements.

LICENSEE shall use the Premises in a way that assures fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

12. TAXES, LIENS, ASSESSMENTS, CHARGES

LICENSEE shall pay as they become due all taxes that result from this License or actions taken under this License, and all assessments, penalties, fines, charges, rates or liens of any nature whatsoever that may be levied, assessed, charged, imposed or claimed on or against the Premises or any improvements or fixtures on the Premises or appurtenances to the Premises. If LICENSEE fails to pay any taxes, assessments, penalties, fines, charges, rates or liens that result from this License or actions taken under this License, within 10 days after notice that the sums are due, STATE may pay those sums. Any sums paid by STATE will bear interest at the maximum legal rate from the date of expenditure by STATE until STATE is reimbursed all sums plus interest.

13. PREVENTION OF WASTE, DAMAGE AND INJURY

LICENSEE shall:

- a. use the Premises consistent with the highest standards prevalent in its industry and with due regard for public safety;
- b. prevent waste;

c. take all reasonable steps to avoid unnecessary damage to soil, timber, fish and fish habitat, wildlife and wildlife habitat, and water quality of both ground water and surface water;

d. make all reasonable efforts to minimize interference with existing recreational activities and scenic values;

e. restore the Premises to its former condition, except as otherwise may be approved or ordered by STATE; and

f. do all things reasonable necessary to minimize erosion.

LICENSEE shall not construct or install any building, fixture, or the other permanent improvement on the Premises without express written authorization by STATE.

#### 14. PUBLIC SAFETY

The LICENSEE may restrict entry to any portion of the Premises as may be necessary to protect persons and property from harm arising from the LICENSEE's activities on the Premises.

#### 15. ASSIGNMENT OR SUBLICENSE

The LICENSEE shall not assign this License, nor sublet or grant any right of use in the Premises, or any portion of Premises, without the prior written consent of STATE.

Any assignment, subletting, or grant of right of use or attempted assignment, subletting, or grant of right of use without STATE's prior written consent, is void and triggers STATE's right to terminate the License under paragraph 18, TERMINATION.

#### 16. DEFAULT

The following are events of default:

a. Failure of LICENSEE to pay any royalty or any other charge within 10 days after the royalty or other charge is due.

b. Failure of LICENSEE to comply with any term or to fulfill any obligation of the License, if after receiving written notice from STATE specifying the nature of the default with reasonable particularity LICENSEE fails to cure within the time allotted in the STATE's notice. The time allowed for LICENSEE to cure must be 20 days, except for defaults governed by subparagraph (a) or (c) of this paragraph, or where STATE agrees in writing to a longer period.

c. Insolvency of LICENSEE; an assignment of LICENSEE for the benefit of creditors; the filing by LICENSEE of a voluntary petition in bankruptcy; an adjudication that LICENSEE is bankrupt or the appointment of a receiver of the properties of LICENSEE; the filing of any involuntary petition of bankruptcy and the failure of LICENSEE to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the license and failure of LICENSEE to secure discharge of the attachment or relicensing of the levy of execution within 10 days.

#### 17. STATE'S RIGHT TO CORRECT CONDITIONS OF DEFAULT

If LICENSEE fails to perform any obligation under the License, STATE may perform the obligation after giving LICENSEE 30 days' written notice or within a time frame otherwise specified in this License. LICENSEE shall reimburse STATE for all of STATE's expenditures to cure LICENSEE's uncured defaults on demand with interest at the maximum legal rate from the date of expenditure by STATE until paid.

#### 18. TERMINATION

a. If LICENSEE defaults, State may terminate the License by giving written notice to LICENSEE. If the License is terminated, STATE may recover damages from LICENSEE for any uncured defaults. If the License is terminated, LICENSEE's liability to STATE for damages will survive the termination of this License. LICENSEE will have 30 days after date of termination to remove all personal property and equipment from the Premises. STATE may take title to any Property remaining on the Premises 30 days after termination. STATE may remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

After any termination of the License following LICENSEE's default, STATE may recover immediately, without waiting until the due date of any future payment or until the date fixed for expiration of the License term, the reasonable costs of any clean up, removal of LICENSEE's property, or any other expense caused by LICENSEE's failure to quit the Premises on termination and to leave it in the required condition, and any restoration or reclamation costs.

b. This License may also be terminated by mutual written consent of STATE and LICENSEE.

#### 19. DELIVERY OF PREMISES: CONDITION OF PROPERTY ON TERMINATION

When this License terminates, LICENSEE shall peaceably quit the Premises. At that time, the Premises must be in the same condition as that existing as of the commencement of the term of this License, except as otherwise approved or ordered by STATE. Upon quitting the Premises, LICENSEE and LICENSEE's surety shall continue



to be obligated for the breach of any provision of this License occurring before or simultaneously with termination; for the performance of any restoration or reclamation required; and for the payment of all royalties, taxes, assessments, penalties, fines, charges, rates or liens of any nature accrued on or against the Premises, any improvements or fixtures on the Premises or appurtenances to the Premises. Quitting the Premises does not relieve LICENSEE or LICENSEE's surety from the indemnification required under paragraph 24, INDEMNIFICATION.

20. RIGHT TO SUE MORE THAN ONCE

STATE may sue periodically to recover damages during the period corresponding to the remainder of the License term and no action for damages will bar later action for damages subsequently accruing.

21. REMEDIES CUMULATIVE

The foregoing remedies are in addition to and do not exclude any other remedy available to STATE under applicable law.

22. INTEREST ON ROYALTIES AND OTHER CHARGES

Any royalty or other sum due from LICENSEE under the terms of this License will, if not paid within 10 days after it is due, bear interest at the maximum legal rate from the due date until paid.

23. INSURANCE

LICENSEE shall maintain during the term of this License, the required insurance coverages described in attached Exhibit B.

24. INDEMNIFICATION

LICENSEE shall indemnify and defend STATE and its officers, employees, and agents against any damages, claims and costs arising from LICENSEE's acts or omissions related to this License. STATE will have no liability to LICENSEE for any loss or damage caused by third parties, or by any condition of the Premises.

25. RESERVED

26. MODIFICATION

This agreement may be changed, altered or amended only by mutual written consent of the parties. Under OAR 141-014-0360, the term of this License may not be extended.

27. MERGER

This License constitutes the entire agreement between the parties, and no oral statement, representation or agreement, except as specifically incorporated here, will be binding upon either party.

28. EFFECT OF WAIVER

The parties intend that any failure of STATE to demand rigid adherence to the terms of this License should not be construed as a waiver of any of the terms of this License and that STATE's conduct will not deprive STATE of the right to insist on strict compliance with any of the terms of this License.

29. NOTICES

Any notices required or permitted under this License shall be in writing and deemed given 3 days after deposited, postage prepaid, in the United States mail as regular mail and directed to the address provided below or to such other address as may be specified from time to time by either of the parties in writing.

**For Correspondence and Payments:**

For STATE:

DEPARTMENT OF STATE LANDS  
775 Summer Street NE, Suite 100  
Salem, OR 97301-1279

For PORT OF NEWPORT

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Current Mailing Address

\_\_\_\_\_  
City State zip

\_\_\_\_\_  
Area Code Telephone Number

30. EXHIBITS

All attached exhibits are expressly incorporated in this License by reference and made a part of this License.

STATE OF OREGON  
DEPARTMENT OF STATE LANDS

PORT OF NEWPORT

\_\_\_\_\_  
DSL Authorized Signature/Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF )  
County of )ss  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent of the Port District)

the \_\_\_\_\_ of \_\_\_\_\_  
(title of officer or agent) (name of the Port District)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Signature  
My commission expires \_\_\_\_\_

Exhibit A



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**EXHIBIT A**

**11865-SG Shorecast Dredge Spoils License**  
**T11S, R11W Section 8**  
**149,176 Square Feet**  
**LINCOLN County**

- ▲ Points of Beginning
- Description lines
- Use Area

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 200 400

Feet



Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet

State of Oregon  
Department of State Lands  
775 Summer St NE, Suite 100  
Salem, OR 97301  
503-986-5200  
www.oregon.gov/DSL  
Date: 5/27/2022

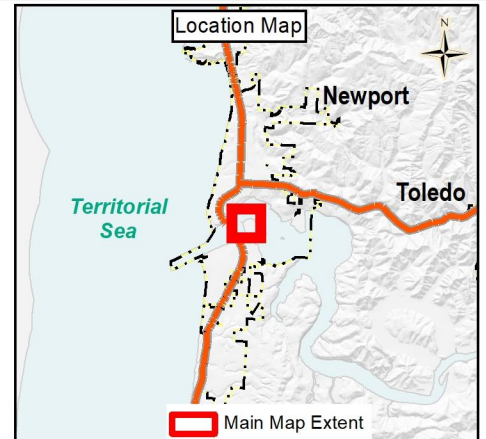


Exhibit B  
**INSURANCE REQUIREMENTS**

During the term of the License, Licensee shall maintain in force at its own expense, each insurance item noted below: **(State must check boxes for #2, #3, and #4 to indicate whether insurance is required or not.)**

**1. Required by State of Licensee with one or more workers, as defined by ORS 656.027.**

**Workers' Compensation.** All employers, including Licensee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Licensee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

**2.  Required by State     Not required by State.**

**(Commercial/General) Liability coverage**, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this License. **The commercial/general liability insurance coverages required under this License must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 7 below.**

Licensee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

**Bodily Injury/Death:**

\$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$\_\_\_\_\_

3.  **Required by State**  **Not required by State.**  
**Marine Protection and Indemnity Coverage.** Licensee shall obtain, at Licensee's expense, and keep in effect during the term of the License, marine protection and indemnity coverage. Shall not be less than \$\_\_\_\_\_.
4.  **Required by State**  **Not required by State.**  
**Pollution Liability:** Licensee shall obtain at Licensee's expense, and shall keep in effect during the term of the License, pollution liability insurance covering Licensee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Licensee, all arising out of Licensee's license of the Licensehold. Shall not be less than \$\_\_\_\_\_.
5. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Licensee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this License, for a minimum of 24 months following the termination or expiration of the License.
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this License, the Licensee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the License. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Licensee shall pay for all deductibles, self-insured retention and self-insurance.
7. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this License must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Licensee's activities to be performed under this License. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
8. **Change in coverage or cancellation.** Licensee shall notify Licensor when a change in coverage or cancellation occurs. Licensee shall provide Licensor copies of new coverage upon effect of change. As stated in section 2, Licensee shall ensure required insurance coverage is maintained over the term of the license.



## Staff Report – Grant Funds for Seawall

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**DATE:** July 26, 2022  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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### Overview

The Legislature appropriated \$1,140,000 to the Port of Newport to repair the seawall in South Beach. This Grant does not specify the Port has to provide a match. Although it is likely the Port will have to match it by approximately 20%. A permit for rebuilding the seawall is in process, once the Permit has been issued, the Port will write an RFP to determine the final cost and will request approval of the project from the Port Commission.

### Details

A study, completed by PBS Engineering, found that the 540 foot Seawall in South Beach found that the life of the seawall can be extended by 20 years by repairing the Seawall. If repairs are not made, the result will be that a portion of the wall will fail causing significant damage to the Rogue building structure.

### Recommendation

I recommend the following motion:

I motion the General Manager or Designee enter into a Grant agreement with the State of Oregon for the amount of \$1,140,000 for Rogue Seawall repairs.

###



## GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-73

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Port of Newport (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2023 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.” **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

Pursuant to the Oregon Laws 2022, chapter 110, section 425(6) (the “Authorization”), the Oregon Legislature appropriated \$1,140,000 from the General Fund for a grant to Recipient for seawall repair.

### SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$1,140,000.

**Conditions Precedent.** DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

### SECTION 2 – DISBURSEMENT

- A. **Full Disbursement.** Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. **Condition to Disbursement.** DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

### SECTION 3 - USE OF GRANT

- A. **Use of Grant Moneys.** Recipient shall use the Grant for seawall repair.
- B. **Costs Paid for by Others.** Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. **Organization and Authority.**
  - (1) Recipient is special district validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
  - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

<b>SECTION 5 - COVENANTS OF RECIPIENT</b>
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Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
  - (1) Brief description of the Project and use of Grant funds to date;
  - (2) Timeline for major Project deliverables;
  - (3) Grant funds spent to date; and
  - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one

hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating DAS's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

## SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) DAS makes no warranty or representation.
  - (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services  
ATTN: Kate Nass, Deputy Chief Financial Officer  
155 Cottage St. NE  
Salem OR 97301  
[kate.nass@oregon.gov](mailto:kate.nass@oregon.gov)

If to Recipient: Port of Newport  
ATTN: Mark Brown, Director of Finance and Business Services  
600 SE Bay Blvd  
Newport, OR 97365  
[mbrown@portofnewport.com](mailto:mbrown@portofnewport.com)

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Administrative Services

**RECIPIENT**  
Port of Newport

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

David Berryman, Assistant Attorney General, via email dated 6/14/2022



## **OLD BUSINESS ITEM**

---

**DATE:** July 21, 2022  
**RE:** Dredge Permitting  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

---

### **BACKGROUND**

We previously approved funds to conduct permitting for dredging at the Terminal, South Beach, and NOAA MOC-P. The Portland Sediment Evaluation Team has considered our sediment sampling for the projects and has decided to require vibracore samples to attain the permits, and that is outside the scope that we previously planned for. The additional sampling will cost \$30,085.

### **DETAIL**

The extra cost for this dredging is the result of having to contract for specialized equipment and a boat capable of handling the work. Time is of the essence because this sampling will take 39 days to complete and we need to get our permits for this winter's dredging projects. The permit applications are currently ready, we just need to complete the sampling.

### **RECOMMENDATION**

I RECOMMEND A MOTION APPROVING THE GM OR HER DESIGNEE TO CONTRACT WITH ADVANCED REMEDIATION TECHNOLOGIES FOR SEDIMENT SAMPLING TO SUPPORT DREDGE PERMITS NOT TO EXCEED \$33,095 (INCLUDES 10% CONTINGENCY).





## **NEW BUSINESS ITEM**

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**DATE:** July 21, 2021  
**RE:** Electrical Improvements Old Cherry Plant Building  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

---

### **BACKGROUND**

During the repair of electrical infrastructure in preparation for Newport Fab Shop to move into the old cherry plant building, we completed installation of 240V receptacles in the shop. I mistakenly believed that these receptacles would be installed at a cost under the GM's approval authorization, but the actual cost was just over that threshold at \$12,089.00.

### **DETAIL**

The overall improvements to the Port's building have made it usable industrial space again, and the building is an asset to the Port. The cost for the work was reasonable.

### **BUDGET IMPACTS**

We have room in the capital budget to cover the cost of this improvement, and we do have more improvements planned for this building in the coming year.

### **RECOMMENDATION**

I RECOMMEND A MOTION APPROVING THE GM OR HER DESIGNEE TO AUTHORIZE PAYMENT TO DOUG'S ELECTIC FOR HIGH VOLTAGE WORK AT THE FORMER CHERRY PLANT IN AN AMOUNT NOT TO EXCEED \$12,089.00.

**PORT OF NEWPORT  
RESOLUTION 2022-06**

**A RESOLUTION AUTHORIZING THE PORT OF NEWPORT  
TO CREATE A MEMORIAL POLICY**

**WHEREAS** the Port of Newport is from time to time approached to recognize outstanding individuals in the community for their substantial contribution to the development and future of the Port; and

**WHEREAS** it is important that a policy and procedures is set forth governing the memorialization of individuals in a consistent, respectful, and lasting tribute, including procedures and criteria, which would guide the process;

**NOW THEREFORE, THE PORT OF NEWPORT BOARD OF COMMISSIONERS  
RESOLVES AS FOLLOWS:**

A new Memorial Policy is now approved as presented.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this July 26<sup>th</sup>, 2022.

ATTEST:

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James Burke, President

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Walter Chuck, Secretary



Port of Newport

# Memorial Policy

*Adopted by Resolution 2022-XX  
July 26, 2022*

Memorial Policy 7/26/2022

# PORT OF NEWPORT MEMORIAL POLICY

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## Chapter 1. General Provisions

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

**1.2 Purpose and Scope.** The purpose of this policy is to set forth policy and procedures for governing the memorialization of individuals in a consistent, respectful, and lasting tribute.

**1.3 Procedures.** In order to coordinate memorialization efforts that reflect the values of the Port, are life-affirming and serve the mission, memorials will be created by establishing the following procedures:

- Establish an agreed process across the Port for the naming of public infrastructure within the Port
- Provide clear direction on the policy and procedures for the consideration of proposals from individuals and interest groups for the remembrance of key people or events in the history or development of the Port
- Ensure that the plaques and memorials erected in public places and on buildings or the naming of public infrastructure relate to events or persons that made a significant or outstanding contribution to the Port and have an association with the chosen location
- Safeguard the amenity and enjoyment of public spaces and areas by controlling the number of memorials and plaques within these public places
- The Port may reserve any building or facility for a naming opportunity if potential funding consistent with Port policy is available
- The location of memorial plaques, benches, boulders, trees shall be sited at the discretion and recommendation of Port Commission and Management staff.
- Elements within a public space or non-public space within any facility of the Port needs approval of the General Manager and the Port Commission.
- Siting of all memorials shall conform to the approved Port Facilities Code and Strategic Business Plan and care shall be taken not site a memorial where future development is planned.
- The Port shall be responsible for the periodic maintenance of memorials in coordination with any individual and/or organization if applicable.
- Memorial gifts such as benches, chairs, and other site furnishings shall have a replacement of 15 years. After 15 years, replacement of the memorial, is at the expense of the donor or donor's family.

- All siting of memorials shall consider routine maintenance concerns such as mowing and snow removal.
- The cost of memorials shall include all initial costs of materials and installation along with any necessary maintenance donation.

## **Chapter 2. General Memorial Nominations**

**2.1 Criteria.** Person(s) nominated must have been actively connected with the Port or must have established a maritime position of national or international reputation in public service, and must meet one or more of the following:

- The nominee is outstanding and distinguished service to the Port.
- The nominee has long-term, significant generosity toward the Port District.
- The nominee gives substantial contribution to the development and future of the Port.
- The nominee’s life and actions epitomize the mission of the Port.
- Although not having served the Port directly, the nominee contributed in truly exceptional ways over a sustained period to the welfare of the Port District or achieved such unique distinction as to warrant recognition.
- The nominee is of such outstanding character and distinction that naming a facility after them would bring honor to the Port as well as the individual.
- The nominee contributes or is named by a donor who contributes significant investment to the Port facilities or operations.
- At least one year after retirement or separation has passed for nominees who are members of the Port Commission, active employees of the Port, former employees of the Port and individuals holding elective office in the local area or State of Oregon.

## **Chapter 3. Memorial Walkway Nominations**

**3.1 Criteria.** Fishermen who lost their lives aboard a fishing vessel that sank or capsized on the Yaquina Bay Bar or in the vicinity of Yaquina Bay, or who lost their lives offshore while operating out of Newport may have their names inscribed, along with the vessel name, on the Fishermen’s Memorial Walkway.

## **References**

Citations



## **GENERAL MANAGER MONTHLY REPORT**

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**DATE:** 07/26/22  
**PERIOD:** 06/24/22 – 07/22/22  
**TO:** Board of Commissioners  
**ISSUED BY:** Paula J. Miranda, General Manager

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### **OVERVIEW**

Another challenging month as we continued to be very short staffed due to loss of employees, COVID exposures and injuries. We also had a lot of challenges with our new reservation system causing a backlog of calls and frustrated customers.

We apologize for all the headache and thank customers for their patience while we implement the new system. We also appreciate our staff who had patiently and diligently been working through the process.

The Admin Building continues to move along on budget. It seems like we will be closer to December than November in being able to complete the building. Some delays in materials have caused some overall delay on the completion. Again, I welcome any commissioner who wishes to get a tour of the building as it stands, please let me know and I will try to schedule it.

The Commercial Marina Channel Dredging is now down to sediment sampling and eelgrass survey. Any impactful result will be shared with the Board.

We are still evaluation the RFQ for PD7 Planning. We received a fair number of applications.

Port Dock 5 & 3 pedestals have been ordered. We will follow it with a bid for the installation.

An Evaluation of Port Dock 5A has been received following the events of the sinking of F/V Western Breeze. The dock is repairable. Should the work amount exceed my authority, we will bring it to Commission for approval. All costs will be submitted to customer's insurance.

We started discussing security fencing for our storage lots, such as commercial marina and NIT. There may be grant opportunities for such. We will look into a plan and presented to the users, so everyone is onboard. We will let commissioners know the outcome.

We may be rearranging the harbormaster positions between commercial and recreational marinas, going to one harbormaster with assistant harbormasters on either side. The intent is to make our facilities more efficient.

A position is currently opened for a wharfinger on the commercial side. Once hired, that should allow us to proceed with the assigned moorages.

We have reviewed the RFQs for the RORO Dock Piling Assessment at NIT. We are now scheduling interviews to talk to a couple of the applicants. A selected engineer will be brought to the next commission meeting.

We are still having challenges on finding equipment that allows operations by the longshoremen for the trial cargo we have been working on. More to come...

The City of Newport has started meeting again on the Parking Advisory Committee. Aaron is representing the Port in our interest at the waterfront.

We are working on repairing some areas within the Rogue Brewery building, as required under their lease. The Brewery is looking into have a third party install a new wastewater system, as required by the City. Instead of Rogue managing it, a third party will. That may require a sublease to the third party. I am still working details with Rogue and will bring it to Commission once we have it ironed out.

We are still working on the parking situation at South Beach. We are hoping to have it fully implemented by the end of August.

I've met with Melissa Murphy, Business Oregon Regional Officer, Courtney Flathers, the new Ports Program Policy Coordinator and Becky Bryant, Business Oregon Regional Project Manager this week. We talked about the various project the Port is working on. There may be opportunities for some grant, including the RV Annex plan. I will be working with Business Oregon in order to take maximize any opportunity.

Financial Reports have not been available this month due to system switch. We plan on providing both months during our next meeting. The new system has also been quite challenging. We are trying to get rid of all the bugs. We appreciate all the hard work by our accounting department.

SDAO will be conducting their Summer conference in Salem on September 15<sup>th</sup> this year. The OPPA Annual Conference will be in Waldport hosted by the Port of Alsea on September 29<sup>th</sup> and 30<sup>th</sup> this year. Please let me know if you would like to participate on either of these conferences.

The Wild Seafood Cookoff was sold out this year. We owe a big thank you to Mr. Jim Myers who did an amazing job on putting all together. We also thank the Fishermen's Wives for all their work.

### **Meetings/Trainings/Summits:**

- 06/27/22 - Coffee with Kiera Morgan
- 06/28/22 - Commission Meeting
- 07/01/22 - Communications Meeting
- 07/01/22 - Administration Building Contractor Meeting
- 07/01/22 - 343 SW Bay Blvd Committee Meeting
- 07/04/22 - Fourth of July Holiday - Office Closed
- 07/05/22 - Admin Building Walk with City Inspector
- 07/08/22 - Administration Building Contractor Meeting
- 07/08/22 - Chamber Meeting



- 07/11/22 - Radio Program with Cheri Brubaker at YBC
- 07/11/22 - Meeting with Ray Bucheger (Federal Relations) and Fritz Graham (Sen. Merkley's Office)
- 07/12/22 - Department Heads Monthly Meeting
- 07/12/22 - Show Building Office to EDALC
- 07/13/22 - Operations Recurring Meeting
- 07/18/22 - Finance Recurring Meeting
- 07/14/22 - South Beach Staff Meeting
- 07/14/22 - Meeting with Business Oregon
- 07/15/22 - Communication Meeting
- 07/15/22 - Administration Building Contractor Meeting
- 07/15/22 - YBEF Annual Meeting
- 07/18/22 - Operations Recurring Meeting
- 07/18/22 - Finance Recurring Meeting
- 07/19/22 - Directors Monthly Meeting
- 07/19/22 - Seafood Cookoff Meeting
- 07/21/22 - OPPA Meeting
- 07/22/22 - Administration Building Contractor Meeting

### **Upcoming Schedule:**

- 07/23/22 - Oregon Coast Aquarium Board Meeting
- 07/23/22 - Seafood Cookoff
- 07/25/22 - Operations Recurring Meeting
- 07/25/22 - Finance Recurring Meeting
- 07/26/22 - Meeting with Consultant
- 07/26/22 - Commission Meeting
- 07/28/22 - Administration Staff Meeting
- 07/28/22 - Business Oregon - Oregon Public Ports Training Program - Federal Legislative Update
- 07/28/22 - Pacific Northwest Waterways Association (PNWA) Strategic Plan Task Force
- 07/29/22 - Association of Pacific Ports (APP) General Meeting
- 07/29/22 - Communications Meeting
- 07/29/22 - Administration Building Contractor Meeting
- 08/01-08/05 - PTO
- 08/08/22 - Operations Recurring Meeting
- 08/08/22 - Finance Recurring Meeting
- 08/09/22 - Department Heads
- 08/09/22 - Pacific Maritime Museum Meeting
- 08/10/22 - PNWA - Wash/Oregon Offshore Wind Development Webinar w/ BOEM and USCG
- 08/11/22 - Vision 2040
- 08/12/22 - Communications Meeting
- 08/12/22 - Administration Building Contractor Meeting

- 08/15/22 - Operations Recurring Meeting
- 08/15/22 - Finance Recurring Meeting
- 08/16/22 - Directors Monthly Meeting
- 08/16/22 - City of Newport - Air Service Meeting
- 08/19/22 - Administration Building Contractor Meeting
- 08/19/22 - OCWCOG Meeting
- 08/22/22 - Operations Recurring Meeting
- 08/22/22 - Finance Recurring Meeting
- 08/23/22 - Communications Meeting



## FINANCE DEPARTMENT MONTHLY REPORT

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**DATE:** July 26, 2022  
**PERIOD:** July 1, 2021 to June 30, 2022  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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Financial reports are not included in this month's report. The Year-End financial reports will be included in next months Finance Department Report.

### Issues of Importance

#### Financial/ERP System

- Online reservations have been taken offline; issues were uncovered that caused additional staff workload, a new version which corrects these issues should be available for testing soon.
- An issue log was created to track issues with the new systems. The issue log tracks the status of an issue, the issue will remain open until a solution is in place.
- Every reservation in PacSoft is being audited to confirm that the reservations and finance (including A/R) information is correct.
- Commercial Marina customers are undergoing an audit to assure the records transferred properly.
- A review of processes and procedures is underway at the RV park based on industry standards and system operations.
- A General Ledger entry is generated from PacSoft. This entry feeds the Ports sales, deferred sales, and accounts receivable information in Business Central. Initially, employees are reviewing and entering the transaction. Once comfortable with the entry, an automated process will be implemented. This process will automatically post the entry to Business Central.
- Business Central is up running, the issues reported are being resolved rather quickly and are generally process related.
- Port staff are in the process of learning how to reconcile the bank account and close out each month as well as year-end.
- Port staff are learning PowerBI to provide more readable income to budget reports to the Port commission and Port Department heads.

#### PayrollNow and HR

- The Port has run two payrolls using PayrollNow and has begun setting up the HR system to handle new employment applications. All files will be moved from the current location to the New HR System for current employees. Making this the one-stop place for all things HR/payroll related.

## **Fiscal Manual**

- The development of a new Fiscal Manual is delayed until PacSoft, Business Central, PayrollNow, and HR are fully implemented. . The new fiscal manual will incorporate changes brought about by the new system, but also provide greater detail than the current manual. More policies and procedures will included in the manual as well. The goal is to clarify and keep a written document on the policies and procedures in detail, this will allow newly hired accounting staff to understand the Port's accounting methodology and will also act as a reference manual to when a question arises.

## **Employee Handbook**

- Weekly, meetings take place to discuss modifications to the Employee handbook, after the modifications are made the Department Heads will review the Handbook and may make further modifications. The final step, before bringing it to commission is sending the Handbook to the Port attorney and HRAnswers for legal review, only then will the Handbook be brought to the commission.

## **RV Park Reservations**

- The Main RV Park and the Annex are mostly sold out through the summer months. Gas prices have not affected the RV park sales. Port staff continues to get calls daily requesting a reservation, Port staff are offering Dry Camp spots and keep names on file in case of cancellations.
- This fall, the Port will continue its practice of using a lottery system for next years summer reservations.

###



## **DIRECTOR OF OPERATIONS REPORT**

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**DATE:** 7/21/2022  
**PERIOD:** June-July 2022  
**TO:** Paula J. Miranda, General Manager  
**ISSUED BY:** Aaron Bretz

### **OVERVIEW DIROPS**

#### **Summary:**

We worked on a lot of internal tasks this month; evaluations were a big part of the effort. It has been a busy summer in South Beach; the park mobile (pay to park) signs have gone up, and we had to work out some specifics with the Rogue Brewery. The extra security officer has been hard at work and we have seen some improvement in compliance with the Facilities Code.

#### **Detail:**

- **Army Corps CAP Section 107 Project (Commercial Marina Channel Dredging)**

Sediment sampling was completed for dredging in the Commercial Marina, we now wait for results. Eelgrass survey in the Commercial Marina will be upcoming.

- **Admin Building**

The planks from the old Port Dock 5 Pier were brought into the job site and sorting them out has begun to find the best boards for the porch area. The old (but brand new) roofing material that was not used on the NOAA MOC-P building was put to use and it was in perfect shape. The cost savings from using that material was significant.

- **RORO Dock Piling Assessment**

We got behind schedule on the selection of qualified firms and are currently scheduling interviews.

- **Port Dock 5 & 3 Electrical**

The pedestals are on order; next step is to get the project out to bid.

- **Port Dock 7 Planning**

We got a robust amount of qualification packages from engineering firms, evaluating them now.

- **Lot Storage**

I recommend starting to discuss the idea of fencing. Due to an increase in thefts and in the number of people passing through the lot who don't have Port business, I think it's definitely time to start to consider the installation of industrial fencing around the lot as well as the installation of Proxcard hardware so that Port users can have access when they need to. This also gives us the capability to more effectively exclude people who shouldn't be in the Commercial Marina storage lot. The Fencing can be configured to make for the same type of usage we currently have. We should definitely also start talking about new locking gates in South Beach and a perimeter fence at the International Terminal for the same reasons. These projects will be capital improvements, but they greatly reduce liability to the Port, and are a deterrent to crime.

- **Derelict Vessel Removal**

I have been part of an abandoned/derelict vessel working group with other SDAO members. We are working toward making recommendations for legislation that will have tangible results in reducing the number of vessels from which people simply walk away. We met this week and have another meeting scheduled in a couple weeks to work through the issues.

- **City of Newport Parking Advisory Committee**

The City has filled its permanent Parking Advisory Committee; I represent Port interests on the committee. Last night was the kickoff meeting for the standing committee. The first major order of business will be to identify challenges and provide solutions for implementing paid and permit parking on the Bayfront. The City has budgeted this fiscal year to make signage and hardware changes on the Bayfront.

- **Rogue Brewery/Dry Moorage Building**

We have some problems with the slab on the side of the building opposite the seawall (south side). Due to years of alterations during which the slab was cut, settling is occurring and an uneven rate and the floor now needs to be repaired. The scope of repairs and potential methods will need to be evaluated by an engineer, and I am searching for interested firms currently.

- **Port Dock 5A Evaluation**

I received an engineering report on the damages of Port Dock 5A following the sinking of F/V WESTERN BREEZE. The dock is repairable; our maintenance crew has braced up the whalers to even out the level of the dock and reconnected utilities to the Fuel Dock. I will now look for contractors to conduct the structural repair of the dock and to reinsert one float that came out.

## **Newport International Terminal- Don Moon, Supervisor**

### **Billable Services Performed this (July)**

Forklift – hrs 32

Moorage – 63 days

30 Ton Hydraulic Crane- 17.5

Hoist Dock Tie Up – 26.5 hrs

Labor – 49.5 hrs

120V power – 0 days

Other (over time) – 2 hrs

208V power – 47 days

**Other:** Pressure washed all buildings at the Terminal

**Commercial Marina Harbormaster- Vacant  
Billable Services Performed this Period:**

Forklift – 60Hrs

Hoist Dock Crane(s) – 9 Hrs

30 Ton Hydraulic Crane - Enter #.

Dock Tie Up – 162 Hrs

Launch Tickets - Enter #.

Other (Axles) – 17

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

Completed In Progress Dock 5c repairs

Completed In Progress Hoist dock electrical repair

Completed In Progress Dismantling the F/V Sylvia for haul out and disposal

Completed In Progress Hoist #2 repairs

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

- Awaiting parts for Hoist #2 rebuild.
- Getting work done on the F150 work truck.
- Getting the F350 into the shop once we get the F150 back.
- July 15th-August 19<sup>th</sup> we will host “shop at the docks” on the PD5 pier.
- July 23<sup>rd</sup> we will host the seafood cook off at the YBYC.

**Challenges:**

- Most of our crew was down for a week due to Covid.
- Trying to keep up on dock 7 repairs as much as we can. We have started, and have already replaced several hinge pins, but that’s just the beginning.

**Opportunities:**

- It’s a new fiscal year, I think adding containment booms to our incident response equipment would be a good thing to have in an emergency.

**NOAA MOC-P Jim Durkee, Maintenance Supervisor**

**Special Projects:**

Vessels Using the Facility Since My Last Report – NOAA vessels Hi’ialikai, Fairweather, & Shimada, R/V Thomas G. Thompson, USACOE Dredge Yaquina, USCG Vessel Active

Installed the fire suppression tank in the new stainless cabinet I had made on the Hazmat Container.

I replaced the delineator posts outside the boat shed.

I had Newport Fabrication install 10 of the conical steel pile caps I had made (replacing the white ones that pop off).

Eelgrass survey with Pacific Habitat Services

Performance Systems made some repairs to the fire alarm system, more to come soon.

**South Beach Marina, Kody Robinson, Harbormaster**

☒ We had 877 launches for a total of \$5265

1: Fuel Dock A/B Class scheduled for July 21<sup>st</sup> for the maintenance crew

2: Multiple GFI's have been installed in various pedestals in the marina.

Action: Continue every month installing GFI's when time is available.

3. All riding mowers are in repair mode and waiting on parts

Action: Purchased new zero turn John deer mower to help with efficiency

4. Installed new speed bumps on washdown lane

Action: Install three more sets to slow people down

5. Planning faze of 15 additional single car parking located by dredge spoils

Action: Started clearing and cutting curb to start hauling and moving materials

6. Multiple piling hoops are failing, along with dock triangles

Action: Repair what we can when time and crewing allows

7. Multiple black top projects will be getting quoted on

Action: Once approved will get paving done for Rogue sink holes, washdown, new parking,

8. Day patrol seems to be working out very well

Action: Continue to work with TCB and show our presence and keep up on enforcement

9. Halibut has change back to the 3 days a week so we are getting extra slammed those days

Action: we cleared the lot of all boat trailers which opened up 44 spaces and will hopefully help with parking on and off the street and non-designated parking areas.

10. Start the quote process for multiple exterior painting projects

Action: Once selected, notify tenants of project and get done before fall.