

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Tuesday, March 24, 2015, 6:00 p.m.
Port of Newport Marina and RV Park Activities Room
2120 SE Marine Science Drive, Newport, OR 97365

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

- I. Call to Order 6:00
- II. Changes to the Agenda 6:01
- III. Public Comment 6:02
- IV. Consent Calendar 6:08
 - A. Minutes
 - 1. Regular Meeting – February 24, 2015
 - B. Financial Reports
 - C. Special Use Permit – Davis Shows, Carnival, April 30, 2015
 - D. Special Use Permit – Newport Marathon, May 30, 2015
 - E. Special Use Permit – Barrel to Keg Race, July 18, 2015
- V. Correspondence/Presentations..... 6:13
 - A. Joe Novella, Oregon Boating Foundation
 - B. Newport Urban Renewal District
 - C. The Capital Club
 - D. U. S. Coast Guard Response Cutters
 - E. Letter to DSL on Alternative Recreational Crabbing Sites
- VI. Old Business
 - A. Accounts Paid 6:25
 - B. Resolution Setting Rates, Fees and Charges (ORS 294.160) 6:32
- VII. New Business
 - A. Port of Newport Public Records Policy
- VIII. Staff Reports
 - A. Departmental Reports 6:43
 - 1. Steve Larrabee, Director of Finance
 - 2. Rick Fuller, NOAA Facilities Manager
 - 3. Kevin Bryant, Commercial Marina Harbormaster
 - 4. Jim Durkee, Terminal Operations Manager
 - 5. Penny Gabrielson, South Beach Occupancy Report
 - 6. Chris Urbach, South Beach Marina Harbormaster
 - 7. Mike Goff, TCB Security
 - B. General Manager’s Report 6:53
 - 1. Rogue Brewery Expansion
 - 2. International Terminal Update
 - 3. Pacific NW Waterways (PNWA), Mission to DC, Mar. 1-5
 - 4. NOAA Recreational Mitigation Projects
 - 5. Sea Lion Issues
 - 6. South Beach Vision Plan
 - 7. Capital Facilities Plan Update – Project List
 - 8. Organizational Liaisons
 - 9. Commissioners’ Statements of Economic Interest
- IX. Commissioner Reports..... 7:05
- X. Calendar/Future Considerations 7:15
 - A. 03/24 Regular Commission Meeting

- B. 04/07 Commission Budget Priorities Work Session
- C. 04/08 Fishermen’s Forum
- D. 04/14 Second Commission Budget Work Session, if needed
- E. 04/28 Regular Commission Meeting (Yaquina Bay Yacht Club)
- XI. Public Comment 7:20
- XII. Adjournment 7:25

Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

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

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PORT OF NEWPORT MINUTES
February 24, 2015,
Regular Meeting

I. CALL TO ORDER

Commission President Walter Chuck called the regular meeting of the Port of Newport Board of Commissioners to order at 6:00 PM at the South Beach Marina and RV Park Activities Room.

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

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Stephen Larrabee, Director of Finance; Roxie Cuellar, Administrative Assistant; Kent Gibson, Acting Commercial Harbormaster; and Mike Goff, TCB Security

Members of the Public: Jim Shaw; Wayde Dudley; Barb Dudley; Hal Pritchett; Ralph Busby; Lee Fries; Yale Fogarty; Bob Ward; Pat Ruddiman; Stan Pickens

II. CALL TO ORDER

III. CHANGES TO THE AGENDA

No Changes were made to the agenda.

IV. PUBLIC COMMENT

Lorna Davis, Executive Director of the Newport Chamber of Commerce, spoke to the Chamber's support for the Rogue expansion at its preferred location. The partial destruction of the tents over the last two years has made the Seafood and Wine Festival untenable at its outdoor location. She expressed the need for "bricks and mortar" to keep the festival viable.

V. CONSENT CALENDAR

No changes were made to the consent calendar as presented. The consent calendar consisted of the following items:

- A. Minutes of Regular Meeting of January 27, 2015.
- B. Financial Reports
- C. Declaration of Surplus Property

A motion was made by Brown and seconded by Barton to accept the consent calendar.

VI. CORRESPONDENCE / PRESENTATIONS

Stan Pickens and Bob Ward of the Newport Sea Lion Docks Foundation spoke to

the success of the new docks installed at Dock 1 for the sea lions. They thanked the number of individuals and groups involved that had made it possible. The third phase will be the construction of a 75-foot viewing deck. They are confident that they will get the funding. Barton agreed that such a project is a learning experience. Brown noted that the agreement provided by the Foundation did not reference maintenance of the viewing dock. The General Manager indicated that that would be included when the agreement was discussed next month. Fleck asked what plans the Foundation had for long-term maintenance. Stan _____ said they intended to keep the foundation intact and would expect to get continued support and donations from bay front businesses. Bob Ward reminded people that the principal objective in building the sea lion docks was to increase local tourism, which benefits local businesses. Barton suggested a yellow painted demarcation area separating the viewing area from the commercial docks as a safety measure.

VII. OLD BUSINESS

A. Accounts Paid

Jincks asked if the IT Petroleum Compliance Service cost of \$1400 was an annual fee. The General Manager said that it was. Fleck and Brown recused themselves because of payments to Les Schwab and Englund Marine.

Barton made a motion to accept the Accounts Paid; Jincks seconded the motion; it passed 3-0.

B. General Manager Annual Performance Evaluation (ORS 192.660(2)(i))

The General Manager thanked the commissioners for the direction they provided during his performance evaluation and looked forward to his new one-year contract. Chuck expressed his pleasure at working with the General Manager over the last year.

Barton made a motion to renew the General Manager's annual contract and award a merit adjustment of 2.0% for FY 15-16 upon approval of the budget. Ken Brown seconded the motion; it passed 5-0.

C. Resolution Setting Rates, Fees, and Charges (ORS294.160)

The General Manager explained that department heads and staff review the rates charged by the Port on a monthly basis. Fleck questioned the cost of line replacement on a per foot basis, saying that the cost would depend upon the size of the line and the length of the boat. Gibson said this would principally apply to recreational boats, when the owners are absent during storms. Larrabee said the staff replaced the damaged line with line the staff had on hand; it was viewed as a temporary fix. The General Manager said the change that could cause the most concern was the 10% increase in equipment cost. Jincks suggested we receive more feedback from Port users by encouraging them to view the proposed rate changes on the Port website. The new rate schedule would be adopted by the end of the fiscal year. The General Manager pointed out the new rates would go into effect on November 1, 2015, so they could be implemented during a slower period for employees, rather than mid-summer when staff is busier. Barton agreed. Jincks said that he appreciated the direction being taken. He feels that small adjustments each year are preferable to large increases after years with no changes in the rates.

VIII. NEW BUSINESS

A. Vessel Impoundment Fee

The General Manager explained that there is currently no fee in the rate structure for the impoundment of vessels. Barton asked how the proposed \$550.00 fee was arrived at. The General Manager said that staff had kept track of how much time and costs were incurred for the recent vessel seizures. Barton questioned whether \$550 was enough but then concluded that the actual collection of more money was problematic. Jincks agreed.

Jincks made a motion to include the impoundment fee in the proposed rate schedule. Brown seconded the motion and it passed 5-0.

IX. STAFF REPORTS

A. Department Reports

1. Steve Larrabee, Director of Finance
2. Rick Fuller, NOAA Facilities Manager
3. Kevin Bryant, Commercial Marina Harbormaster
4. Jim Durkee, Terminal Operations Manager
5. Penny Gabrielson, South Beach RV Park
6. Chris Urbach, South Beach Marina Harbormaster
7. Mike Goff, TCB Security

The General Manager told the commission that the Port has been aggressively enforcing the Facilities Code. He noted there will be a court hearing on Thursday morning on a Forcible Eviction. Mike Goff, TCB Security, spoke to some of the problems and the efforts to respond to the activities of some live-aboard moorage holders, especially at the South Beach Marina. Fleck

expressed his appreciation for the efforts and Chuck said that he has received several positive comments.

8. Safety Committee Report
B. General Manager's Report

1. Rogue Brewery Expansion

The General Manager met with Brett Joyce from Rogue Brewery today; they have been meeting on a weekly basis as they go through negotiations on the proposed Rogue expansion. Rogue would like to have the new lease terms determined by the end of the calendar year. The General Manager felt that gave the Port enough time to work through the issues. He thanked Jincks and Dean for the work they have put into the negotiations.

2. International Terminal Update

The General Manager told the commissioners that the project is all but completed. The pilings and riprap have been installed, and the berm removed. The project should be completely done by the end of March. He has a list of about six people who have made inquiries about shipping opportunities at the IT. Barton asked if there is a marketing plan and suggested that perhaps the Port membership in the Special Districts' association could provide the Port with marketing advice. The GM responded that we have specs and tariffs posted on the Port website. Currently, he is primarily making phone calls. It is principally a matter of businesses determining whether the Port is able to meet their shipping needs. Chuck said he has received questions about why local contractors were not used for the mitigation work. The GM explained that the Port has a small window of time to do in-water work. Using local contractors would have required putting out a request for bids, causing the Port to probably postpone the completion for another year. As it was, the Port had to get a two-week extension to finish this month. The GM felt that simply extending the contract with Natt McDougal would allow him to market the International Terminal this year. Barton agreed that the Port always wanted to use local contractors when feasible, but she agreed that this was an extension or amendment to the McDougal contract and not a new contract that needed to be put out for bid. Jincks agreed it was an amendment to the McDougal contract and said that the process had been transparent; the General Manager had presented the proposal to the commissioners and followed proper process.

3. Pacific NW Waterways (PNWA), Mission to DC, Mar 1-5

The General Manager is leaving for Washington D. C. on February 28. PNWA will bring up the topic of the Newport USCG air facility. The GM will meet with the Coast Guard Chief and the Army Corps of Engineers personnel. He will also meet with Oregon congressmen and others on relevant congressional committees. Commissioner Brown will also be in Washington D. C. on unrelated matters, but will try to coordinate meetings with the GM. The Newport Fishermen's

Wives Association will be sending Ginny Gablirsch and Jennifer Stevenson, who will also be advocating for the air facility.

4. NOAA Recreational Mitigation Projects

Chuck and Fleck met with Department of State Lands and Oregon Department of Fish and Wildlife employees about the project. The General Manager said that Rick Fuller will be the project manager. Brown asked if this was the last of the three recreational mitigation projects. The GM said there are interpretive signs that will need to be installed as well as two remaining pathways, for a total of four projects.

5. South Beach Vision Plan

The General Manager met with the county Economic Development Commission. It will help prepare two grant applications to help pay for the planning project. The GM estimated the total cost to be approximately \$50,000.

6. Capital Facilities Plan Update – Project List

The General Manager referred to the Plan Update that includes all projects with projected costs exceeding \$5,000. The GM pointed out that the CFP is a good procedure for prioritizing projects during the budget process.

X. COMMISSIONER REPORTS

Barton reported that she attended Senator Merkley and Representative Schrader's Town Hall Meeting, accompanying the General Manager.

Chuck and the General Manager attended the Yaquina Bay Emergency Management meeting. The focus was on procedures to follow in the event of a distant tsunami event.

XI. CALENDAR / FUTURE CONSIDERATIONS

Chuck read the following calendar items:

- A. 2/28 -3/1 Saltwater Boatmen's Show, Salem
- B. 03/11 Fishermen's Forum
- C. 03/19 Commission Candidate Forms Due
- D. 03/21 Blessing of the Fleet
- E. 03/24 Regular Commission Meeting
- F. 04/07 Commission Budget Priorities Work Session, Noon
- G. 04/14 Second Commission Budget Work Session, if needed

XII. PUBLIC COMMENT

Jim Shaw announced that the manager of the Idaho Point Marina and RV Park, had passed away three days ago. He also introduced the new Newport City Council member Ralph Busby.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:00 PM.

ATTESTING TO THESE MINUTES:

Walter Chuck, President

Ken Brown, Secretary / Treasurer

Port of Newport

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

Memo

To: Port of Newport Commissioners
From: Stephen Larrabee, Director of Finance
Date: March 24, 2015

Financials:

February year to date financials are attached. Income continues to be up and expenses down. Two charges, one for \$487 and another for \$203, have been waived for two contractors, Natt McDougal and Billeter Marine. These costs would have been charged to the Port under our agreements with McDougal and Billeter Marine.

Finance Operations:

The Budget process is underway and the Finance team is working closely with all parties involved in the process.

Special Projects:

The IT upgrades for the Port and the office upgrades at South Beach have been completed.

Insurance:

NOAA's response to our demand letter was not unexpected; they have denied our request indicating that they do not owe any additional insurance costs. The Port has begun the process of identifying the next steps to be taken and will be putting together a risk-reward analysis of further legal action.

Port of Newport Operating Fund
Balance Sheet
As of February 28, 2015

	Feb 28, 15	Feb 28, 14	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Available Cash & Equivalents	975,929.13	452,557.79	523,371.34
Restricted Cash & Equivalents	595,309.87	658,715.28	-63,405.41
Total Checking/Savings	1,571,239.00	1,111,273.07	459,965.93
Accounts Receivable			
Accounts Receivable	144,030.58	46,442.34	97,588.24
Total Accounts Receivable	144,030.58	46,442.34	97,588.24
Other Current Assets			
Allow for Bad Debt - CM	-10,000.00	-10,000.00	0.00
Allow for Bad Debt - SB	-4,000.00	-4,000.00	0.00
AR Property Tax	10,334.60	8,054.60	2,280.00
Assets Held For Sale	5,609.93	0.00	5,609.93
Due from other Port Funds	101,780.38	123,719.53	-21,939.15
Prepaid Expenses	115,836.86	66,722.90	49,113.96
Undeposited Funds	-596.98	0.00	-596.98
Total Other Current Assets	218,964.79	184,497.03	34,467.76
Total Current Assets	1,934,234.37	1,342,212.44	592,021.93
Fixed Assets			
Capital Assets	88,071,060.35	89,147,062.56	-1,076,002.21
Total Fixed Assets	88,071,060.35	89,147,062.56	-1,076,002.21
TOTAL ASSETS	90,005,294.72	90,489,275.00	-483,980.28
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	65,839.63	24,887.32	40,952.31
Total Accounts Payable	65,839.63	24,887.32	40,952.31
Other Current Liabilities			
Accrued Interest Payable	90,347.00	90,347.00	0.00
Accrued Property Taxes	0.00	32,887.87	-32,887.87
Current Portion-Long Term Debt	177,258.39	177,258.39	0.00
Due to other Port Funds	27,989.54	24,699.94	3,289.60
Payroll Liability	30,630.24	39,942.37	-9,312.13
Prepaid Moorage and Deposits	39.00	26,836.00	-26,797.00
Total Other Current Liabilities	326,264.17	391,971.57	-65,707.40
Total Current Liabilities	392,103.80	416,858.89	-24,755.09
Long Term Liabilities			
2013 FF&C Bond Premium	135,465.75	135,465.75	0.00
Long Term Debt	8,771,100.61	8,739,743.61	31,357.00
Total Long Term Liabilities	8,906,566.36	8,875,209.36	31,357.00
Total Liabilities	9,298,670.16	9,292,068.25	6,601.91
Equity			
Contributed Capital	7,130,788.00	7,130,788.00	0.00
Fund Balance	-6,448,059.80	-5,722,419.16	-725,640.64
Opening Balance Equity	79,446,413.75	79,446,413.75	0.00
Net Income	577,482.61	342,424.16	235,058.45
Total Equity	80,706,624.56	81,197,206.75	-490,582.19
TOTAL LIABILITIES & EQUITY	90,005,294.72	90,489,275.00	-483,980.28

9:24 AM
03/19/15
Accrual Basis

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual
July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Revenues	397,738.89	569,438.00	-171,699.11
Shipping Terminal Revenues	7,244.23	10,000.00	-2,755.77
Hoist Dock & Services	342,448.95	385,500.00	-43,051.05
Moorage	716,838.11	1,135,000.00	-418,161.89
Launch Ramp & Trailer Storage	52,058.98	58,000.00	-5,941.02
Miscellaneous Revenue	67,208.17	32,600.00	34,608.17
RV Parks	517,872.92	552,500.00	-34,627.08
Total Income	<u>2,101,410.25</u>	<u>2,743,038.00</u>	<u>-641,627.75</u>
Gross Profit	2,101,410.25	2,743,038.00	-641,627.75
Expense			
Personal Services	602,759.72	1,124,806.00	-522,046.28
Materials & Services	781,549.93	1,328,297.00	-546,747.07
Debt Services	232,836.24	578,205.00	-345,368.76
Total Expense	<u>1,617,145.89</u>	<u>3,031,308.00</u>	<u>-1,414,162.11</u>
Net Ordinary Income	484,264.36	-288,270.00	772,534.36
Other Income/Expense			
Other Income			
Property Tax Revenue	92,968.47	88,750.00	4,218.47
Fund Transfers In	0.00	25,000.00	-25,000.00
Gain/(Loss) on Sale of Assets	950.00		
Grant & Loan Proceeds	3,897.00	17,200.00	-13,303.00
Interest Income	2,933.21	2,500.00	433.21
Miscellaneous	3,766.90		
Sale of Assets	50.00		
Property & Dredge Sales	426.00	5,000.00	-4,574.00
Total Other Income	<u>104,991.58</u>	<u>138,450.00</u>	<u>-33,458.42</u>
Other Expense			
Break-in Replacement	11,773.33		
Capital Outlay	0.00	150,000.00	-150,000.00
Total Other Expense	<u>11,773.33</u>	<u>150,000.00</u>	<u>-138,226.67</u>
Net Other Income	93,218.25	-11,550.00	104,768.25
Net Income	<u><u>577,482.61</u></u>	<u><u>-299,820.00</u></u>	<u><u>877,302.61</u></u>

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - Admin
 July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Revenues	397,738.89	569,438.00	-171,699.11
Hoist Dock & Services	2,532.00		
Moorage	851.00		
Miscellaneous Revenue	26,657.17		
Total Income	<u>427,779.06</u>	<u>569,438.00</u>	<u>-141,658.94</u>
Gross Profit	427,779.06	569,438.00	-141,658.94
Expense			
Personal Services	216,210.57	484,982.00	-268,771.43
Materials & Services	229,212.53	377,337.00	-148,124.47
Debt Services	8,926.00	16,912.00	-7,986.00
Total Expense	<u>454,349.10</u>	<u>879,231.00</u>	<u>-424,881.90</u>
Net Ordinary Income	-26,570.04	-309,793.00	283,222.96
Other Income/Expense			
Other Income			
Property Tax Revenue	92,968.47	88,750.00	4,218.47
Fund Transfers In	0.00	25,000.00	-25,000.00
Gain/(Loss) on Sale of Assets	950.00		
Grant & Loan Proceeds	4,800.00	16,500.00	-11,700.00
Interest Income	2,933.21	2,500.00	433.21
Miscellaneous	3,736.90		
Sale of Assets	50.00		
Total Other Income	<u>105,438.58</u>	<u>132,750.00</u>	<u>-27,311.42</u>
Other Expense			
Break-in Replacement	37.29		
Total Other Expense	<u>37.29</u>		
Net Other Income	<u>105,401.29</u>	<u>132,750.00</u>	<u>-27,348.71</u>
Net Income	<u><u>78,831.25</u></u>	<u><u>-177,043.00</u></u>	<u><u>255,874.25</u></u>

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - NIT
 July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Shipping Terminal Revenues	7,244.23	7,500.00	-255.77
Hoist Dock & Services	135,660.57	139,500.00	-3,839.43
Moorage	56,777.20	60,000.00	-3,222.80
Miscellaneous Revenue	1,958.07		
Total Income	<u>201,640.07</u>	<u>207,000.00</u>	<u>-5,359.93</u>
Gross Profit	201,640.07	207,000.00	-5,359.93
Expense			
Personal Services	37,805.97	59,810.00	-22,004.03
Materials & Services	63,356.60	99,262.00	-35,905.40
Debt Services	154,466.68	449,005.00	-294,538.32
Total Expense	<u>255,629.25</u>	<u>608,077.00</u>	<u>-352,447.75</u>
Net Ordinary Income	-53,989.18	-401,077.00	347,087.82
Other Income/Expense			
Other Expense			
Capital Outlay	0.00	150,000.00	-150,000.00
Total Other Expense	<u>0.00</u>	<u>150,000.00</u>	<u>-150,000.00</u>
Net Other Income	0.00	-150,000.00	150,000.00
Net Income	<u><u>-53,989.18</u></u>	<u><u>-551,077.00</u></u>	<u><u>497,087.82</u></u>

9:30 AM
03/19/15
Accrual Basis

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - SB
July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Hoist Dock & Services	9,513.95	9,500.00	13.95
Moorage	369,397.03	675,000.00	-305,602.97
Launch Ramp & Trailer Storage	51,792.98	58,000.00	-6,207.02
Miscellaneous Revenue	35,916.61	28,600.00	7,316.61
RV Parks	517,950.31	552,500.00	-34,549.69
Total Income	<u>984,570.88</u>	<u>1,323,600.00</u>	<u>-339,029.12</u>
Gross Profit	984,570.88	1,323,600.00	-339,029.12
Expense			
Personal Services	186,886.38	308,951.00	-122,064.62
Materials & Services	325,572.73	550,714.00	-225,141.27
Debt Services	64,806.36	105,332.00	-40,525.64
Total Expense	<u>577,265.47</u>	<u>964,997.00</u>	<u>-387,731.53</u>
Net Ordinary Income	407,305.41	358,603.00	48,702.41
Other Income/Expense			
Other Income			
Grant & Loan Proceeds	-903.00	700.00	-1,603.00
Property & Dredge Sales	426.00	5,000.00	-4,574.00
Total Other Income	<u>-477.00</u>	<u>5,700.00</u>	<u>-6,177.00</u>
Other Expense			
Break-in Replacement	2,855.17		
Total Other Expense	<u>2,855.17</u>		
Net Other Income	<u>-3,332.17</u>	<u>5,700.00</u>	<u>-9,032.17</u>
Net Income	<u><u>403,973.24</u></u>	<u><u>364,303.00</u></u>	<u><u>39,670.24</u></u>

9:30 AM
03/19/15
Accrual Basis

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - CM
July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Shipping Terminal Revenues	0.00	2,500.00	-2,500.00
Hoist Dock & Services	192,444.83	236,500.00	-44,055.17
Moorage	289,812.88	400,000.00	-110,187.12
Launch Ramp & Trailer Storage	266.00		
Miscellaneous Revenue	2,676.32	4,000.00	-1,323.68
Total Income	<u>485,200.03</u>	<u>643,000.00</u>	<u>-157,799.97</u>
Gross Profit	485,200.03	643,000.00	-157,799.97
Expense			
Personal Services	161,856.80	271,063.00	-109,206.20
Materials & Services	163,620.34	300,984.00	-137,363.66
Debt Services	4,637.20	6,956.00	-2,318.80
Total Expense	<u>330,114.34</u>	<u>579,003.00</u>	<u>-248,888.66</u>
Net Ordinary Income	155,085.69	63,997.00	91,088.69
Other Income/Expense			
Other Income			
Miscellaneous	30.00		
Total Other Income	<u>30.00</u>		
Net Other Income	<u>30.00</u>		
Net Income	<u><u>155,115.69</u></u>	<u><u>63,997.00</u></u>	<u><u>91,118.69</u></u>

Port of Newport - NOAA Fund
Balance Sheet
As of February 28, 2015

	Feb 28, 15	Feb 28, 14	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Cash & Equivalents	5,000,471.77	4,917,295.75	83,176.02
Total Checking/Savings	5,000,471.77	4,917,295.75	83,176.02
Other Current Assets			
Prepaid Expenses	65,697.33	70,196.01	-4,498.68
Bond Costs (net amortization)	0.00	587,640.00	-587,640.00
Total Other Current Assets	65,697.33	657,836.01	-592,138.68
Total Current Assets	5,066,169.10	5,575,131.76	-508,962.66
TOTAL ASSETS	5,066,169.10	5,575,131.76	-508,962.66
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	4,257.06	119,718.07	-115,461.01
Total Accounts Payable	4,257.06	119,718.07	-115,461.01
Other Current Liabilities			
Vacation Payable	2,813.00	1,371.00	1,442.00
Due to Operations or Const Fund	148,936.64	0.00	148,936.64
Current Portion-Long-Term Debt	815,000.00	790,000.00	25,000.00
Accrued Interest Payable	499,410.00	509,285.00	-9,875.00
Total Other Current Liabilities	1,466,159.64	1,300,656.00	165,503.64
Total Current Liabilities	1,470,416.70	1,420,374.07	50,042.63
Long Term Liabilities			
Long-Term Debt	22,332,424.00	22,343,121.00	-10,697.00
Total Long Term Liabilities	22,332,424.00	22,343,121.00	-10,697.00
Total Liabilities	23,802,840.70	23,763,495.07	39,345.63
Equity			
Opening Balance Equity	-17,956,079.71	-17,956,077.71	-2.00
Unrestricted Net Assets	-88,442.77	781,075.07	-869,517.84
Net Income	-692,149.12	-1,013,360.67	321,211.55
Total Equity	-18,736,671.60	-18,188,363.31	-548,308.29
TOTAL LIABILITIES & EQUITY	5,066,169.10	5,575,131.76	-508,962.66

9:35 AM
 03/19/15
 Accrual Basis

Port of Newport - NOAA Fund
Profit & Loss Budget vs. Actual
 July 2014 through February 2015

	<u>Jul '14 - Feb 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Income	1,694,642.70	2,538,000.00	-843,357.30
Interest Income	6,191.79	10,000.00	-3,808.21
Total Income	<u>1,700,834.49</u>	<u>2,548,000.00</u>	<u>-847,165.51</u>
Expense			
Personal Services	55,250.77	106,975.00	-51,724.23
Materials & Service	323,417.79	630,387.00	-306,969.21
Debt Service	2,001,358.76	2,001,500.00	-141.24
Total Expense	<u>2,380,027.32</u>	<u>2,738,862.00</u>	<u>-358,834.68</u>
Net Ordinary Income	-679,192.83	-190,862.00	-488,330.83
Other Income/Expense			
Other Expense			
Capital Outlay	12,956.29		
Fund Transfers Out	0.00	150,000.00	-150,000.00
Contingency	0.00	100,000.00	-100,000.00
Total Other Expense	<u>12,956.29</u>	<u>250,000.00</u>	<u>-237,043.71</u>
Net Other Income	<u>-12,956.29</u>	<u>-250,000.00</u>	<u>237,043.71</u>
Net Income	<u><u>-692,149.12</u></u>	<u><u>-440,862.00</u></u>	<u><u>-251,287.12</u></u>

Facility Maintenance Reserve Fund
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>	<u>Feb 28, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Umpqua Bank - Money Market	166,673.30	290,248.51	-123,575.21
Total Checking/Savings	<u>166,673.30</u>	<u>290,248.51</u>	<u>-123,575.21</u>
Total Current Assets	<u>166,673.30</u>	<u>290,248.51</u>	<u>-123,575.21</u>
TOTAL ASSETS	<u><u>166,673.30</u></u>	<u><u>290,248.51</u></u>	<u><u>-123,575.21</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	93,293.58	123,719.53	-30,425.95
Total Accounts Payable	<u>93,293.58</u>	<u>123,719.53</u>	<u>-30,425.95</u>
Total Current Liabilities	<u>93,293.58</u>	<u>123,719.53</u>	<u>-30,425.95</u>
Total Liabilities	<u>93,293.58</u>	<u>123,719.53</u>	<u>-30,425.95</u>
Equity			
Fund Balance	166,595.95	96,288.94	70,307.01
Net Income	<u>-93,216.23</u>	<u>70,240.04</u>	<u>-163,456.27</u>
Total Equity	<u>73,379.72</u>	<u>166,528.98</u>	<u>-93,149.26</u>
TOTAL LIABILITIES & EQUITY	<u><u>166,673.30</u></u>	<u><u>290,248.51</u></u>	<u><u>-123,575.21</u></u>

9:52 AM
03/19/15
Accrual Basis

Construction Fund - Port of Newport
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>	<u>Feb 28, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Construction Fund Bank Accts	189,304.35	788,070.68	-598,766.33
Total Checking/Savings	<u>189,304.35</u>	<u>788,070.68</u>	<u>-598,766.33</u>
Other Current Assets			
Due From Other funds	186,294.86	0.00	186,294.86
Total Other Current Assets	<u>186,294.86</u>	<u>0.00</u>	<u>186,294.86</u>
Total Current Assets	<u>375,599.21</u>	<u>788,070.68</u>	<u>-412,471.47</u>
TOTAL ASSETS	<u><u>375,599.21</u></u>	<u><u>788,070.68</u></u>	<u><u>-412,471.47</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
A/P - Construction	154,834.20	10,912.32	143,921.88
Total Accounts Payable	<u>154,834.20</u>	<u>10,912.32</u>	<u>143,921.88</u>
Total Current Liabilities	<u>154,834.20</u>	<u>10,912.32</u>	<u>143,921.88</u>
Total Liabilities	154,834.20	10,912.32	143,921.88
Equity			
Fund Balance	750,803.54	1,212,169.60	-461,366.06
Net Income	<u>-530,038.53</u>	<u>-435,011.24</u>	<u>-95,027.29</u>
Total Equity	<u>220,765.01</u>	<u>777,158.36</u>	<u>-556,393.35</u>
TOTAL LIABILITIES & EQUITY	<u><u>375,599.21</u></u>	<u><u>788,070.68</u></u>	<u><u>-412,471.47</u></u>

10:01 AM
03/19/15
Accrual Basis

Bonded Debt Fund - Port of Newport
Balance Sheet
As of February 28, 2015

	<u>Feb 28, 15</u>	<u>Feb 28, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Gen Obligation Bond MM-OCB	350,775.44	281,886.43	68,889.01
Total Checking/Savings	<u>350,775.44</u>	<u>281,886.43</u>	<u>68,889.01</u>
Accounts Receivable			
Due from General Operating Fund	0.00	24,699.94	-24,699.94
Total Accounts Receivable	<u>0.00</u>	<u>24,699.94</u>	<u>-24,699.94</u>
Other Current Assets			
Property Tax Receivable	76,845.12	67,552.12	9,293.00
Total Other Current Assets	<u>76,845.12</u>	<u>67,552.12</u>	<u>9,293.00</u>
Total Current Assets	<u>427,620.56</u>	<u>374,138.49</u>	<u>53,482.07</u>
Other Assets			
Bond Issue costs, net of amort.	352,796.00	282,476.00	70,320.00
Total Other Assets	<u>352,796.00</u>	<u>282,476.00</u>	<u>70,320.00</u>
TOTAL ASSETS	<u><u>780,416.56</u></u>	<u><u>656,614.49</u></u>	<u><u>123,802.07</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Bonds Payable - Current	285,000.00	275,000.00	10,000.00
Total Other Current Liabilities	<u>285,000.00</u>	<u>275,000.00</u>	<u>10,000.00</u>
Total Current Liabilities	<u>285,000.00</u>	<u>275,000.00</u>	<u>10,000.00</u>
Long Term Liabilities			
2007 Series Bonds	4,196,895.00	4,311,895.00	-115,000.00
2008 Series Bonds	4,304,904.00	4,414,904.00	-110,000.00
2011 Series Bonds	5,207,881.00	5,267,831.00	-59,950.00
Total Long Term Liabilities	<u>13,709,680.00</u>	<u>13,994,630.00</u>	<u>-284,950.00</u>
Total Liabilities	<u>13,994,680.00</u>	<u>14,269,630.00</u>	<u>-274,950.00</u>
Equity			
Bonded Debt Fund Balance	914,547.00	1,108,548.00	-194,001.00
Retained Earnings	720,537.05	126,399.84	594,137.21
Opening Balance Equity	-15,156,375.83	-15,156,375.83	0.00
Net Income	307,028.34	308,412.48	-1,384.14
Total Equity	<u>-13,214,263.44</u>	<u>-13,613,015.51</u>	<u>398,752.07</u>
TOTAL LIABILITIES & EQUITY	<u><u>780,416.56</u></u>	<u><u>656,614.49</u></u>	<u><u>123,802.07</u></u>

PORT OF NEWPORT
MARINA AND RV PARK
SPECIAL USE PERMIT

THIS AGREEMENT, made and entered into this March __, 2015 by and between the PORT OF NEWPORT, a port district organized and existing under Chapter 777, Oregon Revised Statutes, hereinafter called "Port" and Davis Shows N.W., hereinafter called "Permittee".

WITNESSETH:

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

A portion of the adjacent Marina parking areas, at the facility operated by the Port of Newport known as "Port of Newport Marina & RV Park". A reasonable portion of the parking lot will be made available for the Permittee, but Permittee shall be entitled to allow its participants (in reasonable numbers) to park in the public parking lots, except for those areas reserved for permit parking. (Exhibit A)

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

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

Davis Shows Carnival (Parking Lot Only)

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

MOVE IN: Monday, April 27, 2015
SETUP: Tuesday, April 28 and Wednesday, April 29, 2015
OPERATION: Thursday, April 30 through Sunday, May 3, 2015
TAKEDOWN: Monday, May 4, 2015

For and in consideration of the permit hereby granted, Permittee shall pay to Port, prior to Permittee's usage and as a condition thereof:

- a) A nonrefundable \$500.00 fee.
- b) All services and equipment rentals to be billed at standard rates with a half-hour minimum.

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

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

1. ACCEPTANCE OF LICENSE AGREEMENT:

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

2. USE:

Permittee is hereby authorized to use the agreed premises for the conduct of an event, as above described, and for no other purpose, without the Port's prior written consent.

3. LIMITS ON USE:

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

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

4. COMPLIANCE WITH LAW:

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

5. UTILITIES:

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

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

6. FIRE INSURANCE:

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

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

7. REPAIRS AND IMPROVEMENTS:

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

8. INSPECTION:

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

9. TRANSFER OR SUBLICENSE:

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

10. LIENS:

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

11. OBSTACLES:

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

12. LIABILITY:

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

Permittee shall use and employ all reasonable precautions and safety measures to avoid all injury to persons and all loss of property, and shall be responsible to inspect any area to be used or worked upon, and to ascertain that the same shall not pose an unreasonable risk of harm to any person or property. Permittee shall maintain fences and barricades so as to bar access to, and warn of, any areas which are found to be hazardous.

13. LIABILITY INSURANCE:

Permittee further agrees at all times during the Permittee's usage hereunder, at Permittee's own expense, to maintain, keep in effect, furnish and deliver to the Port liability insurance policies in form and with an insurer satisfactory to the Port insuring both the Port and the Permittee against all liability for damages caused by the negligence of the Permittee, its employees or agents, to persons or property in or about said premises; the policy of liability insurance shall have a single occurrence policy limit of not less than \$1,700,000.00, and a total liability coverage of \$10,000,000.00. Permittee agrees to and shall indemnify and hold the Port harmless against any and all claims and demands arising from acts or omissions of the Permittee, its officers, agents, invitees and/or employees, as well as those arising from Permittee's use of the premises, including the easement included as part of the premises, or Permittee's failure to comply with any covenant of this agreement upon its part to be performed and shall, at its own expense, defend the Port against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals thereof, and shall satisfy and discharge any judgments which may be awarded against the Port in any such suit or action. Permittee shall provide to the Port copies of the policy of liability insurance hereunder, together with a Certificate of Insurance declaring the liability provisions are in full force and effect, and naming the Port as an additional insured. Such policy or policies shall provide that the coverage there under shall not be canceled or amended without at least fifteen (15) days' notice to the Port.

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

14. DESTRUCTION OF PREMISES:

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

15. WAIVER OF LIABILITY:

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

16. HOLDING OVER:

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

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

17. NOTICES:

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

PORT OF NEWPORT:

Kevin Greenwood
General Manager
PORT OF NEWPORT
600 S. E. Bay Boulevard
Newport, OR 97365

PERMITTEE:

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

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

18. STRICT PERFORMANCE:

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

19. ATTORNEY'S FEES:

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

20. SURRENDER OF PREMISES:

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

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

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

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

21. SUCCESSORS:

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

22. SIGNS:

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

23. NEAT AND PRESENTABLE CONDITION:

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

24. INTEGRATION:

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

25. WAIVER:

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

26. DEFAULT:

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

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

27. REMEDIES:

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

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

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

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

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

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

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

28. GRAMMATICAL CONSTRUCTION:

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

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

PORT OF NEWPORT

By: _____
Kevin Greenwood, General Manager

PERMITEE:

By: _____
, for Davis Shows NW

**PORT OF NEWPORT
SPECIAL USE PERMIT**

This permit is effective May 30, 2015, from the PORT OF NEWPORT, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Newport Marathon, hereinafter referred to as "Permittee".

Port hereby grants permission to Permittee to use the grass field to the east of the Port office at 600 Bay Blvd, Newport, Oregon 97365, and west of the Yacht Club. Use of designated area by Permittee is to accommodate the runners and others at the finish of the marathon. The Port will mow the grass prior to the event and clear the parking lot to the survey marker. Permit is subject to the rules and regulations, and ordinances of the Port of Newport, and subject to the following terms and conditions:

1. Fees. \$0.00 (waived)
2. A refundable security deposit in the amount of \$250.00 to secure compliance by Licensee of each and every term and provision of this special use permit, including but not limited to clean up.
3. Reservation of Rights. Port reserves the right to alter or amend the terms and conditions of this permit.
4. Liability; Indemnity of Port. Permittee agrees to exercise due care in the activities described above and to abide by all Port rules and regulations, and ordinances. Permittee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Permittee's use of Port facilities. Permittee will carry a comprehensive general liability insurance policy with limits not less than \$1,700,000 per each occurrence and provide Port with a certificate of insurance naming the Port as an additional insured.
5. Limitation of Port's Liability. Permittee acknowledges that Permittee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-mentioned purpose. This permit is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact Permittee and notify Permittee of conditions requiring Permittee's attention, but Port assumes no responsibility of Permittee's use of the Port's facilities.
6. Nontransferability/Term. This permit is nontransferable. This permit expires May 30, 2015.

IN WITNESS WHEREOF, the Port has caused this permit to be issued on the date indicated above.

PORT OF NEWPORT:

Accepted by:

By: _____
Kevin Greenwood, General Manager

By: _____

February 18, 2015

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

Dear Kevin,

Attached is the basic information for the 5th annual CSC Barrel to Keg Relay, to be held on July 18, 2015. The course is the same as the course in 2011 (i.e. different from 2012 and 2013), but divided into 14 instead of 12 legs. The last leg, which finishes at the Rogue Brewery on the South Beach, is unchanged. We expect about 800 participants. We will coordinate the details of the finish area with Jim Kline at the Rogue.

Note that the attached Certificate of Coverage expires on 7-1-14, but we will provide a new certificate ASAP.

If you have any questions, you can contact Dee Teem at CSC or me.

Sincerely,



Mark J. Barrett
Race Director
Barrel to Keg Relay
503-821-9577
Mbarretts@aol.com

RECEIVED

FEB 26 2015

PORT OF NEWPORT

Barrel to Keg Relay

July 18, 2015

The Event:

This is an 110.5K (69 mile) running relay race from the Harris Bridge Vineyard (near Philomath) to the Rogue Brewery in Newport (South Bay), divided into 14 legs. We expect 150 teams (which have between two and seven members), totaling about 800 runners and walkers. Most teams will drive vans or SUVs. Team vehicles will have "Caution: Runners on Road" signs in their windows. In addition, 125 volunteers will be driving to the exchanges and locations on the course to serve as course marshals. We don't need to close any roads, although traffic will be delayed near the exchanges. Course marshals, wearing safety vests and using paddles, will minimize disruptions and insure the safety of runners at each exchange and at key turns. "Event Coming" signs will be posted two weeks in advance to warn local traffic. ODOT-approved "Runners on Road" signs will be placed before and after exchange area, and at key intersections. Runners will start in waves (slower teams first) from 7am to 9am. There will be a small number of solo runners (each with their own support vehicle) starting at 5am. Teams will finish between 3:30pm and 8pm.

The Course (permits needed in parentheses):

*To see online maps of the entire course and each leg, go to

<http://www.mapmyrun.com/routes/view/356862641> or www.barreltokeg.com

**Note that the course is the same as the original 2011 course (i.e. different from 2012 and 2013), but divided into 14 legs instead of 12.

- 1) Start at Harris Bridge Vineyard (Benton County, Starker Forests)
- 2) West on Harris Road (Benton County, Starker Forests, Thompson Timber)
- 3) South on TumTum Road (Benton County, Starker Forests, Thompson Timber, USFS)
- 4) West on Woods Creek Road (Lincoln County, Starker Forest, Thompson Timber, USFS)
- 5) Northwest on Shotpouch Road (Lincoln County, USFS)
- 6) West on Harlan-Burnt Woods Road (Lincoln County)
- 7) North and west on Harlan Road (Lincoln County, USFS)
- 8) Winding west on Elk City Road (Lincoln County)
- 9) North on SE Butler Bridge Road (City of Toledo)
- 10) North, entering parking lot at Catherine Street, past train museum (Toledo)
- 11) North on NW A Street (Toledo)
- 12) West on Business Highway 20 (Toledo, Lincoln County)
- 13) Winding west on Yaquina Bay Road (Lincoln County, City of Newport)
- 14) North on Bay Street (Newport)
- 15) West on SW Naterlin Drive (Newport)
- 16) Up stairs to Highway 101, then south over the bridge (Newport, ODOT)

- 17) Down stairs, down path by the bridge, cross OSU Drive and finish at the Rogue Warehouse (Newport, Port of Newport)

Exchange Zones: Location (municipality/owner):

- Leg 1 ends: Silver gate at Harris Road/TumTum Road (Benton County)
- Leg 2 ends: Thompson Gate (Thompson Timber, Benton County)
- Leg 3 ends: Shotpouch Road/Shotpouch Creek Road (Lincoln County)
- Leg 4 ends: Shotpouch Road/Harlan-Burnt Woods Road (Lincoln County)
- Leg 5 ends: Harlan-Burnt Woods Road/Harlan Road (Lincoln County)
- Leg 6 ends: Mile Post 15 on Harlan Road (Lincoln County)
- Leg 7 ends: Rusty Bridge near Mile Post 9 on Harlan Road (Lincoln County)
- Leg 8 ends: Harlan Road and Updike Road (Lincoln County)
- Leg 9 ends: Elk City County Park (Lincoln County)
- Leg 10 ends: Cannon Quarry Boat Ramp (Lincoln County)
- Leg 11 ends: Toledo Train Museum (City of Toledo)
- Leg 12 ends: Mile Post 9 on Yaquina Bay Road (Lincoln County)
- Leg 13 ends: Sawyer's Landing (Dion Blake)
- Leg 14 ends: Rogue Brewery (Rogue, Port of Newport)

Leg	Leg ends at	Leg distance	Total Distance
1	TumTum Road	4.9	4.9
2	Thompson Gate	3.54	8.44
3	Shotpouch Creek Rd	3.81	12.25
4	Harlan-Burnt Woods Road	3.92	16.17
5	Old Mill	7.1	23.27
6	Mile Post 15	5.9	29.17
7	Rusty Bridge	5.9	35.07
8	Updike Road	4.33	39.4
9	Elk City County Park	4.65	44.05
10	Cannon Quarry Boat Ramp	5.9	49.95
11	Toledo Train Museum	4.05	54
12	Mile Post 9	4.1	58.1
13	Sawyer's Landing	4.86	62.96
14	Rogue Brewery	5.8	68.76

Aid Stations/Potties/Communication/Fire Danger

There will be three portapotties or permanent restrooms at each exchange. Runners will be instructed to NOT use private land or wooded areas to relieve themselves. Each team/solo runner is self-supporting, but basic first aid kits will be at each exchange. Cell phone coverage is spotty, so each exchange will be staffed with a ham radio operator who is in contact with the race director and EMS. Local police, sheriff, and EMS will be informed about the relay. There will be a sweeper vehicle checking for injured runners

and closing each exchange as the last runner passes. As the relay is during fire season, teams will be instructed to be cautious about sparks and fire dangers. The race director, sweeper vehicle, and exchanges in wooded areas will be provided with a fire extinguisher and a shovel.

*For questions, contact Mark Barrett, Race Director, at 503-821-9577 or Mbarretts@aol.com.

Updated 2-16-15

Barrel to Keg Relay Leg 14

5.8 Miles

Exchange: Rogue Brewery on the South Beach (68.76 total miles)

Parking: in the Oregon Coast Aquarium parking lot (see separate finish map)

Roads: paved, some hills

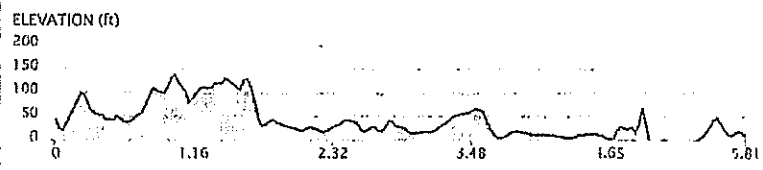
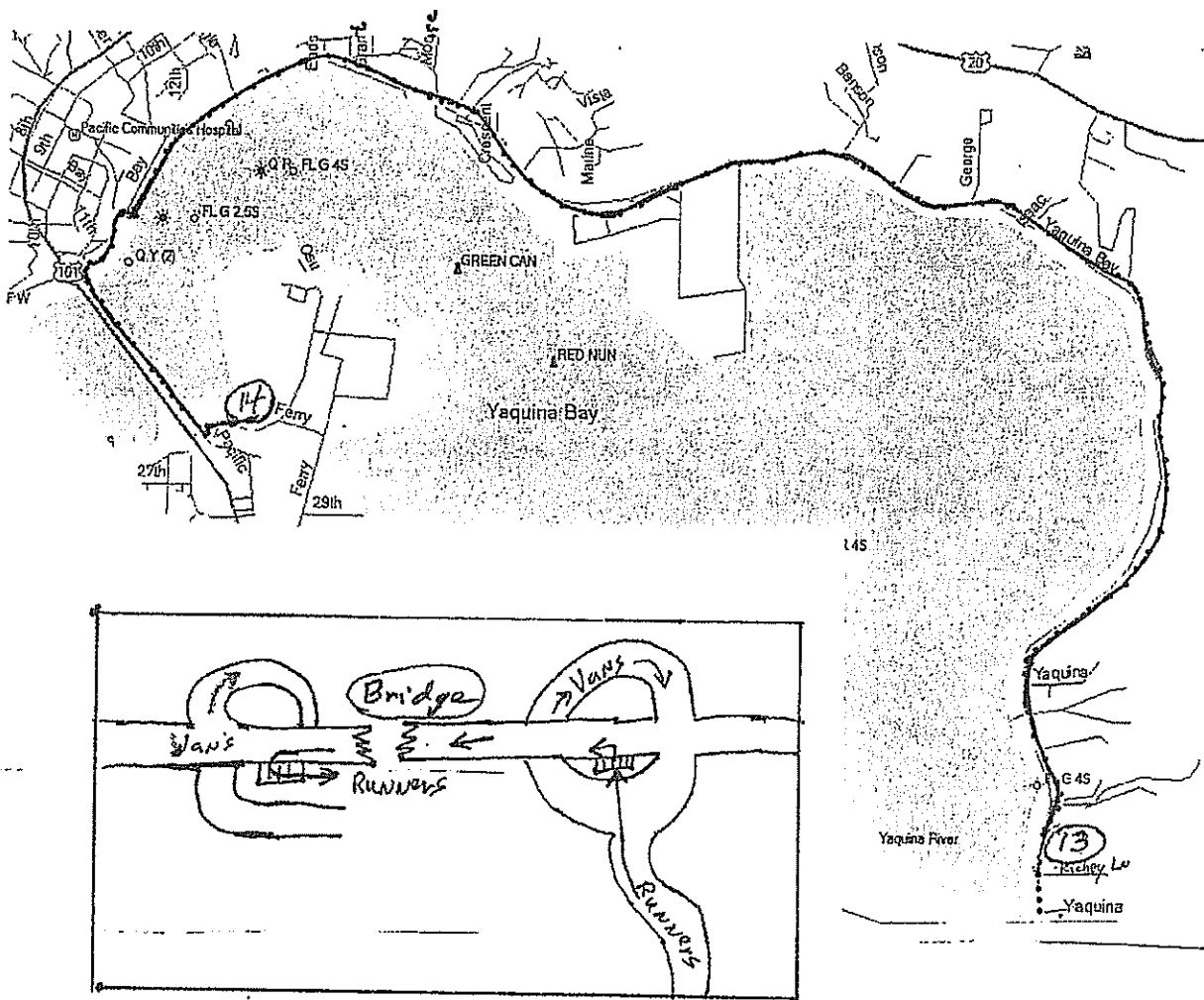
Notes: Runners go up and down the stairs on both ends of the bridge. Vehicles go south on Highway 101 to cross the bridge and take the first right after the bridge to get to the Rogue Brewery. Teams should gather in the corral to finish the last 100 yards with their runner.

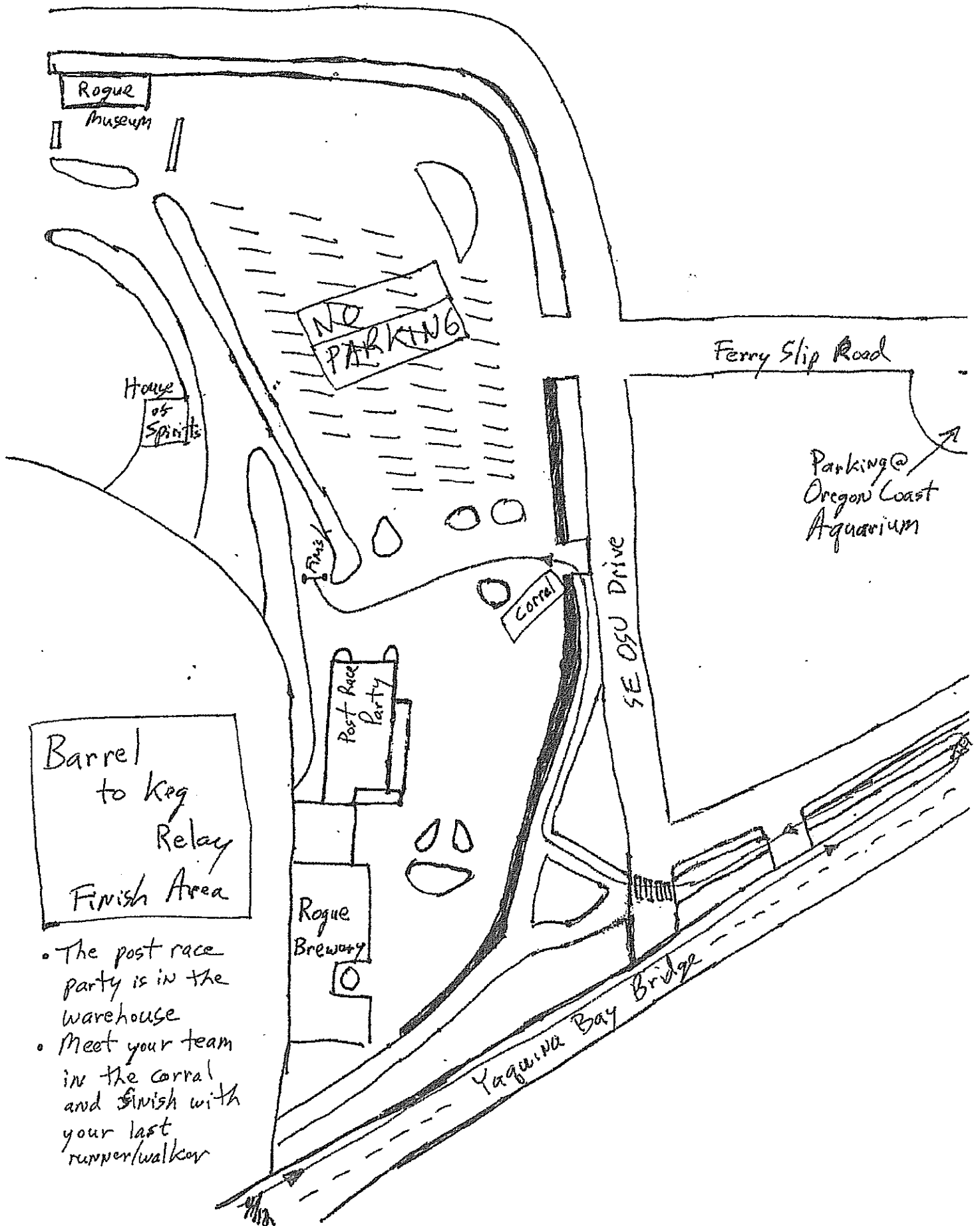
Landmarks: mile posts, Yaquina Bay Bridge

Where to Get Gas and Food: many locations along Highway 101

Location: Rogue Brewery (2320 SE OSU Drive, Newport OR 97365)

GPS: Latitude N 44° 37' 12.6" Longitude W 124° 3' 7.4"






Barrel to Keg Relay Finish Area

- The post race party is in the warehouse
- Meet your team in the corral and finish with your last runner/walker

CERTIFICATE OF COVERAGE

Agent Barker Uerlings Insurance PO Box 1378 Corvallis, OR 97339 541-757-1321	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
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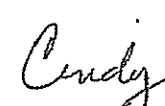
Named Member or Participant Community Services Consortium 250 SW Broadalbin, Suite 2A Albany, OR 97321	<p align="center">Companies Affording Coverage</p> COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity
--	---

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	14LCSC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14LCSC	7/1/2014	7/1/2015	General Aggregate: Each Occurrence:	None \$5,000,000
<input checked="" type="checkbox"/> Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	14APDCSC	7/1/2014	7/1/2015		
<input checked="" type="checkbox"/> Property	A / C	14PCSC	7/1/2014	7/1/2015		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	A	14BCSC	7/1/2014	7/1/2015		Per Filed Values
<input checked="" type="checkbox"/> Excess Crime	B	14ECCSC	7/1/2014	7/1/2015	Per Loss:	\$1,000,000
<input type="checkbox"/> Excess Earthquake						
<input type="checkbox"/> Excess Flood						
<input type="checkbox"/> Excess Cyber Liability						
<input type="checkbox"/> Workers' Compensation						

Description: Barrel to Keg Relay July 12, 2014

Certificate Holder: Port of Newport 600 SE Bay Blvd Newport OR 97365 Attn: Kevin Greenwood	<p>CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.</p> <p align="center">  By: Cindy Perdicaro, CPCU, ARM </p> <p align="right">Date: June 26, 2014</p>
---	---

PORT OF NEWPORT
SPECIAL USE PERMIT

This permit effective July 12, 2014 from the PORT OF NEWPORT, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Community Services Consortium, hereinafter referred to as "Permittee".

Port hereby grants permission to Permittee to use the designated parking area at the Port of Newport Marina and RV Park in South Beach as shown in Exhibit A attached for the following days for the Barrel to Keg Relay on Saturday, July 12, 2014:

SETUP/OPERATION/TAKEDOWN: July 11-13, 2014

Permit is subject to the rules and regulations, and ordinances of the Port of Newport, and subject to the following terms and conditions:

1. A refundable security deposit in the amount of \$250.00 to secure compliance by Licensee of each and every term and provision of this special use permit, including but not limited to clean up. Waived.
2. Reservation of Rights. Port reserves the right to alter or amend the terms and conditions of this permit.
3. Liability; Indemnity of Port. Permittee agrees to exercise due care in the activities described above and to abide by all Port rules and regulations, and ordinances. Permittee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Permittee's use of Port facilities. Permittee will carry a comprehensive general liability insurance policy with limits not less than \$2,000,000 per each occurrence and provide Port with a certificate of insurance naming the Port as an additional insured.
4. Limitation of Port's Liability. Permittee acknowledges that Permittee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-mentioned purpose. This permit is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact Permittee and notify Permittee of conditions requiring Permittee's attention, but Port assumes no responsibility of Permittee's use of the Port's facilities.
5. Non-transferability; Term. This permit is non-transferable. This permit expires July 12, 2014 at 9:00 p.m.

IN WITNESS WHEREOF, the Port has caused this permit to be issued on the date indicated above.

PORT OF NEWPORT:

Accepted by:
Mark J. Barrett, Race Director
mbarretts@aol.com

By: _____
Kevin Greenwood, General Manager

By: _____

ATTACHMENT

L:\LEASES-LICENSES-SUP\SPECIAL USE PERMITS\Barrel to Keg 2014.doc

c: Chris Urbach, South Beach Harbormaster
Mike Goff, Port Security

**PORT OF NEWPORT
SPECIAL USE PERMIT**

This permit, effective July 18, 2015, from the PORT OF NEWPORT, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Community Services Consortium, hereinafter referred to as "Permittee",

Port hereby grants permission to Permittee to use the designated parking lot at the Port of Newport Marina and RV Park, 2120 S.E. Marine Science Drive, Newport, as shown in Exhibit A (attached) for the Barrel to Keg Relay on Saturday, July, 18, 2015. Permit is subject to the rules and regulations, and ordinances of the Port of Newport, and subject to the following terms and conditions:

Set Up / Operation / Take Down: July 17 – July 19

1. Fees. \$ 1,000.00.
2. A refundable security deposit in the amount of \$250.00 to secure compliance by Licensee of each and every term and provision of this special use permit, including but not limited to clean up.
3. Reservation of Rights. Port reserves the right to alter or amend the terms and conditions of this permit.
4. Liability; Indemnity of Port. Permittee agrees to exercise due care in the commercial activities described above and to abide by all Port rules and regulations, and ordinances. Permittee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Permittee's use of Port facilities. Permittee will carry a comprehensive general liability insurance policy with limits not less than \$1,700,000 per each occurrence and provide Port with a certificate of insurance naming the Port as an additional insured.
5. Limitation of Port's Liability. Permittee acknowledges that Permittee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-mentioned purpose. This permit is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact Permittee and notify Permittee of conditions requiring Permittee's attention, but Port assumes no responsibility of Permittee's use of the Port's facilities.
6. Nontransferability/Term. This permit is nontransferable. This permit expires _____, 20____.

IN WITNESS WHEREOF, the Port has caused this permit to be issued on the date indicated above.

PORT OF NEWPORT:

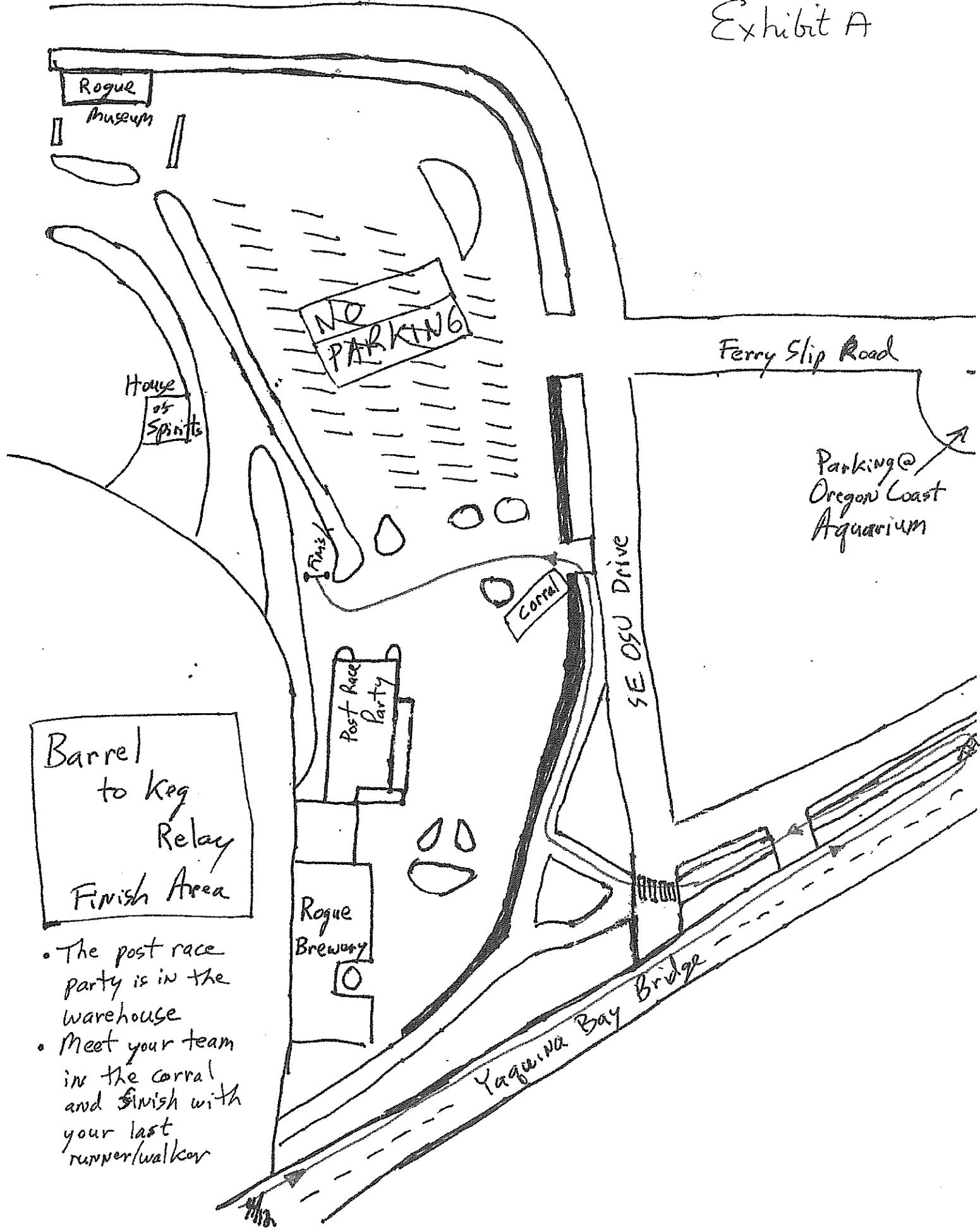
Accepted by:

By: _____
Kevin Greenwood, General Manager

By: _____

ATTACHMENT
c:

Exhibit A



Barrel
to Keg
Relay
Finish Area

- The post race party is in the warehouse
- Meet your team in the corral and finish with your last runner/walker

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



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

mombetsu, japan, sister city

February 27, 2015

Kevin Greenwood
General Manager
600 SE Bay Boulevard
Newport, Oregon 97365

RECEIVED

MAR 02 2015

PORT OF NEWPORT

RE: Creation of a New Urban Renewal District in Newport

Dear Mr. Greenwood,

The Newport City Council will meet on March 16, 2015 at 6:00 pm or soon thereafter in the Council Chambers of Newport City Hall (169 SW Coast Highway) to consider a resolution initiating the process outlined in ORS Chapter 457 for forming a new Urban Renewal District.

Enclosed is a tentative adoption schedule should the City Council choose to proceed. Also, attached are copies of maps showing three alternative boundaries for the new urban renewal district, a conceptual project list, revenue projections, and fiscal impact assessments for each boundary scenario. The fiscal analysis, prepared by ECONorthwest, builds upon the 2014 feasibility study and should provide a more complete picture of the likely impacts to taxing districts.

The City Council is interested in any feedback the Port of Newport would like to share about the urban renewal options the City is weighing. It is possible that the City Council will select a preferred boundary and set a "not to exceed" maximum level of indebtedness as part of the resolution it will consider on March 16th, so any comments the Port may have to offer on those two issues would be much appreciated. Lastly, the Council will establish a taskforce to develop the plan, including the specific projects or project types that are to be funded. It would be helpful for us to know if the Port would like to have a representative serve on the taskforce and, if so, who would be the best individual or individuals to serve in that capacity.

I hope that this information is helpful. Please don't hesitate to contact me if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Derrick I. Tokos".

Derrick I. Tokos, AICP
Community Development Director
City of Newport
ph: 541-574-0626
d.tokos@newportoregon.gov

Attachments

Schedule for Development and Potential Adoption of an Urban Renewal Plan



Council / Planning Commission
Work Session
January 12, 2015

- Review progress to date
- Discuss essential plan components and working parameters
- Identify make-up of taskforce and potential need for urban renewal advisory body to the Council

City Council Meeting to
Initiate Process to Create an
Urban Renewal District
March 16, 2015

- Opportunity for affected taxing entities to formally weigh in on alternatives outlined in feasibility study
- A resolution could be proposed to establish working parameters for the new district (e.g. general boundary, maximum debt limit, etc.)
- A second resolution can be used to establish a taskforce to develop the plan

Hire Consultant to assist
Taskforce in developing Urban
Renewal Plan
March – April 2015

- Consultant to perform detailed mapping, financial analysis, and plan preparation at direction of the taskforce
- \$30,000 budget should be sufficient provided agreed upon boundary and conceptual project lists do not deviate substantially from Feasibility Study

Taskforce develops an Urban
Renewal Plan consistent with
ORS 457.085
May - August 2015

- Taskforce to refine district boundary, complete required socio-economic analysis, refine project lists/phasing plan, and complete financial analysis and fiscal impact statements consistent with Council's general direction
- A minimum of two public outreach meetings to be conducted during this phase
- Anticipate Taskforce meeting 6 to 8 times over a 4 month time period

Public hearings before
Planning Commission and City
Council
August – October 2015

- Plan adoption must occur by Ordinance
- Agency to provide copy of plan to affected taxing entities and offer consultation prior to final adoption
- Public hearings required before Planning Commission and City Council
- Plan must conform to City Comprehensive Plan

Urban Renewal Feasibility Study
 Conceptual Project Lists
 (from March 2014 ECONorthwest Report)

Exhibit 3. Estimated project costs, Newport URD boundary options

Project Name	Urban Renewal Share of Cost			Total Cost
	Small Option	Mid Option	Large Option	
Agate Beach Improvements				
Agate Beach Neighborhood Refinement Plan	\$ -	\$ -	\$ 100,000	\$ 100,000
Agate Beach improvements to existing local street ROW	\$ -	\$ -	\$ 1,000,000	\$ 2,000,000
Agate Beach storm drainage improvements	\$ -	\$ -	\$ 1,500,000	\$ 2,000,000
Agate Beach US 101 access and collector upgrades	\$ -	\$ -	\$ 750,000	\$ 1,500,000
US 101 water line upgrade	\$ -	\$ -	\$ 600,000	\$ 1,200,000
Public buildings				
Multi-purpose building (fargrounds redevelopment)	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 9,000,000
Public Safety Building	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 10,000,000
Transportation system enhancements				
Downtown Revitalization and Couplet Refinement Plan	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Couplet and related ROW improvements	\$ 12,500,000	\$ 10,000,000	\$ 12,500,000	\$ 25,000,000
Intersection realignment (e.g. US 101 and NW 6th)	\$ 1,000,000	\$ 1,000,000	\$ 1,250,000	\$ 3,000,000
Parking improvements	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Right-of-way acquisition	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,000,000
Signal installation or adjustment	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,000,000
Economic development				
Benches, public art	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Billboard removal	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Site prep for reuse (demolition, lot aggregation, etc.)	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Storefront façade loans/grants	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Strategic site acquisition for economic development	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Street tree and landscape island enhancements	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Wayfinding improvements	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Utility undergrounding	\$ 4,000,000	\$ 2,700,000	\$ 4,000,000	\$ 8,000,000
Total	\$ 37,300,000	\$ 28,500,000	\$ 41,400,000	\$ 74,600,000

Source: City of Newport

General Government Port of Newport (Perm)

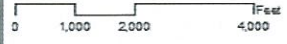
FYE	Growth Rate	Assessed Value	Tax Rate	Tax Revenue		
				Gross	Adjustments*	Net
2014	4.50%	\$ 1,734,020,940	0.0609	\$ 105,602	7%	\$ 98,210
2015	4.50%	\$ 1,812,051,882	0.0609	\$ 110,354	7%	\$ 102,629
2016	4.50%	\$ 1,893,594,217	0.0609	\$ 115,320	7%	\$ 107,248
2017	4.50%	\$ 1,978,805,957	0.0609	\$ 120,509	7%	\$ 112,073
2018	4.50%	\$ 2,067,852,225	0.0609	\$ 125,932	7%	\$ 117,117
2019	4.50%	\$ 2,160,905,575	0.0609	\$ 131,599	7%	\$ 122,387
2020	4.50%	\$ 2,258,146,326	0.0609	\$ 137,521	7%	\$ 127,895
2021	4.50%	\$ 2,359,762,911	0.0609	\$ 143,710	7%	\$ 133,650
2022	4.50%	\$ 2,465,952,242	0.0609	\$ 150,176	7%	\$ 139,664
2023	4.50%	\$ 2,576,920,093	0.0609	\$ 156,934	7%	\$ 145,949
2024	4.50%	\$ 2,692,881,497	0.0609	\$ 163,996	7%	\$ 152,516
2025	4.50%	\$ 2,814,061,164	0.0609	\$ 171,376	7%	\$ 159,380
2026	4.50%	\$ 2,940,693,916	0.0609	\$ 179,088	7%	\$ 166,552
2027	4.50%	\$ 3,073,025,142	0.0609	\$ 187,147	7%	\$ 174,047
2028	4.50%	\$ 3,211,311,273	0.0609	\$ 195,569	7%	\$ 181,879
2029	4.50%	\$ 3,355,820,280	0.0609	\$ 204,369	7%	\$ 190,063
2030	4.50%	\$ 3,506,832,193	0.0609	\$ 213,566	7%	\$ 198,616
2031	4.50%	\$ 3,664,639,642	0.0609	\$ 223,177	7%	\$ 207,555
2032	4.50%	\$ 3,829,548,426	0.0609	\$ 233,219	7%	\$ 216,894
2033	4.50%	\$ 4,001,878,105	0.0609	\$ 243,714	7%	\$ 226,654
2034	4.50%	\$ 4,181,962,620	0.0609	\$ 254,682	7%	\$ 236,854
2035	4.50%	\$ 4,370,150,938	0.0609	\$ 266,142	7%	\$ 247,512
2036	4.50%	\$ 4,566,807,730	0.0609	\$ 278,119	7%	\$ 258,651
2037	4.50%	\$ 4,772,314,078	0.0609	\$ 290,634	7%	\$ 270,290
2038	4.50%	\$ 4,987,068,212	0.0609	\$ 303,712	7%	\$ 282,452
2039	4.50%	\$ 5,211,486,282	0.0609	\$ 317,380	7%	\$ 295,163
2040	4.50%	\$ 5,446,003,165	0.0609	\$ 331,662	7%	\$ 308,446
2041	4.50%	\$ 5,691,073,307	0.0609	\$ 346,586	7%	\$ 322,325
2042	4.50%	\$ 5,947,171,606	0.0609	\$ 362,183	7%	\$ 336,830
2043	4.50%	\$ 6,214,794,328	0.0609	\$ 378,481	7%	\$ 351,987
2044	4.50%	\$ 6,494,460,073	0.0609	\$ 395,513	7%	\$ 367,827

*Reductions from discounts, delinquencies, compression, and rate truncation.

**Newport Urban Renewal
Proposed Boundary Options**

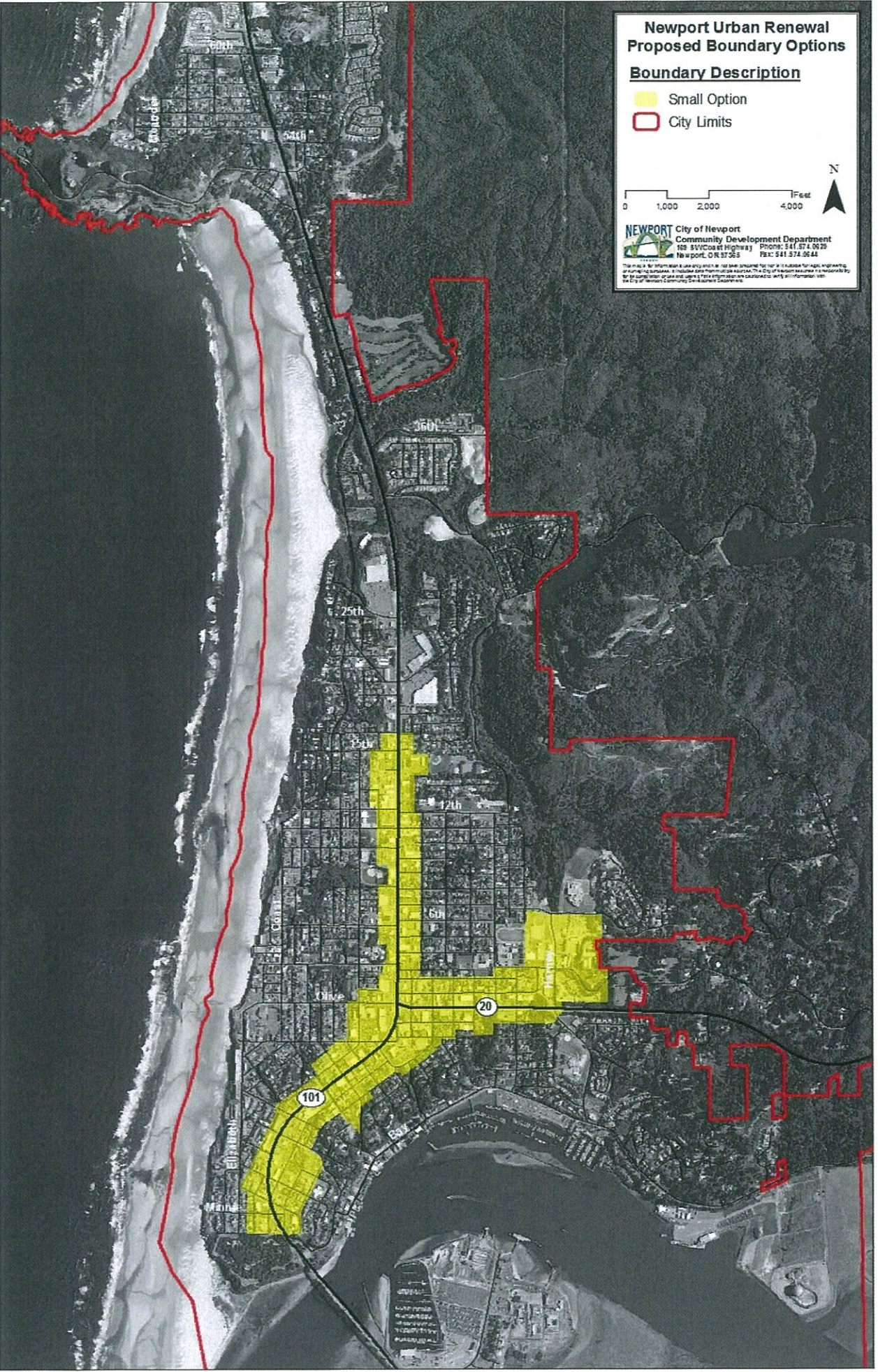
Boundary Description

-  Small Option
-  City Limits



NEWPORT City of Newport
Community Development Department
100 Sullivan Highway Phone: 541.574.0629
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This map is for informational use only and has not been prepared for use as a basis for legal engineering or planning purposes. It includes data that may not be accurate. The City of Newport assumes no responsibility for its use. Users of this map should consult the professional staff of the City of Newport's Community Development Department.



General Government Port of Newport (Perm)

1. Small Scenario

FYE	Revenue before urban renewal	Foregone from Newport Urban Renewal			Revenue after urban renewal	Percent Difference
		South Beach	New URA	Total Foregone		
2014	\$98,210	-\$7,988	\$0	-\$7,988	\$90,222	-8.1%
2015	\$102,629	-\$8,227	\$0	-\$8,227	\$94,402	-8.0%
2016	\$107,248	-\$8,474	-\$804	-\$9,278	\$97,970	-8.7%
2017	\$112,073	-\$8,728	-\$1,213	-\$9,941	\$102,132	-8.9%
2018	\$117,117	-\$8,990	-\$1,640	-\$10,630	\$106,487	-9.1%
2019	\$122,387	-\$9,260	-\$2,087	-\$11,347	\$111,040	-9.3%
2020	\$127,895	-\$10,236	-\$2,553	-\$12,789	\$115,106	-10.0%
2021	\$133,650	-\$10,543	-\$3,041	-\$13,584	\$120,066	-10.2%
2022	\$139,664	-\$10,859	-\$3,551	-\$14,410	\$125,254	-10.3%
2023	\$145,949	-\$11,185	-\$4,084	-\$15,269	\$130,680	-10.5%
2024	\$152,516	-\$11,520	-\$4,640	-\$16,160	\$136,356	-10.6%
2025	\$159,380	-\$11,866	-\$5,222	-\$17,088	\$142,292	-10.7%
2026	\$166,552	-\$12,222	-\$5,829	-\$18,051	\$148,501	-10.8%
2027	\$174,047	-\$12,589	-\$6,464	-\$19,053	\$154,994	-10.9%
2028	\$181,879	\$0	-\$7,128	-\$7,128	\$174,751	-3.9%
2029	\$190,063	\$0	-\$7,822	-\$7,822	\$182,241	-4.1%
2030	\$198,616	\$0	-\$8,547	-\$8,547	\$190,069	-4.3%
2031	\$207,555	\$0	-\$9,305	-\$9,305	\$198,250	-4.5%
2032	\$216,894	\$0	-\$10,096	-\$10,096	\$206,798	-4.7%
2033	\$226,654	\$0	-\$10,923	-\$10,923	\$215,731	-4.8%
2034	\$236,854	\$0	-\$11,788	-\$11,788	\$225,066	-5.0%
2035	\$247,512	\$0	-\$12,691	-\$12,691	\$234,821	-5.1%
2036	\$258,651	\$0	-\$13,635	-\$13,635	\$245,016	-5.3%
2037	\$270,290	\$0	-\$14,621	-\$14,621	\$255,669	-5.4%
2038	\$282,452	\$0	-\$15,652	-\$15,652	\$266,800	-5.5%
2039	\$295,163	\$0	-\$15,917	-\$15,917	\$279,246	-5.4%
2040	\$308,446	\$0	-\$16,198	-\$16,198	\$292,248	-5.3%
2041	\$322,325	\$0	-\$16,493	-\$16,493	\$305,832	-5.1%
2042	\$336,830	\$0	\$0	\$0	\$336,830	0.0%
2043	\$351,987	\$0	\$0	\$0	\$351,987	0.0%
2044	\$367,827	\$0	\$0	\$0	\$367,827	0.0%
Total	\$6,359,315	-\$142,687	-\$211,944	-\$354,631	\$6,004,684	-5.6%

Notes:

1. Revenue before urban renewal - Neport_URA_Revenue_Projections_2015_01_08.xlsx
2. South Beach foregone revenue - Page 17 of SBURP Amendment 11 Final.pdf
3. New URA foregone revenue - Newport URA TIF Model (Small, Medium, Large), March 2014

Impact to Taxing Districts - Small Option



FYE	General Government										Education					Total
	LINCOLN COUNTY GENERAL	LINCOLN COUNTY ANIMAL SVC	A-LINCO COUNTY SOLID WASTE	LINCOLN COUNTY EXTENSION	LINCOLN COUNTY TRANSPORT	PORT OF NEWPORT	PORT OF NEWPORT (GO)	CITY OF NEWPORT	PACIFIC COMMUNITIES HEALTH	Subtotal	LINCOLN COUNTY SCHOOL	A-LINCO COUNTY SCHOOL (GO)	OR COAST COM COLLEGE	A-OR CST COLLEGE (GO)	LINN-BENTON ESD		Subtotal
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015	(37,206)	(1,451)	-	(595)	(1,255)	(804)	-	(73,796)	(4,782)	(119,919)	(64,764)	(2,318)	-	(4,022)	(71,104)	(191,023)
2016	(56,146)	(2,190)	-	(897)	(1,939)	(1,213)	-	(111,366)	(7,217)	(180,967)	(97,735)	(3,498)	-	(6,070)	(107,303)	(288,270)
2017	(75,939)	(2,962)	-	(1,215)	(2,623)	(1,640)	-	(150,623)	(9,761)	(244,763)	(132,189)	(4,731)	-	(8,210)	(145,130)	(389,893)
2018	(96,623)	(3,768)	-	(1,545)	(3,337)	(2,087)	-	(191,649)	(12,419)	(311,428)	(168,194)	(6,020)	-	(10,446)	(184,660)	(486,088)
2019	(118,237)	(4,612)	-	(1,891)	(4,084)	(2,553)	-	(234,323)	(15,188)	(381,096)	(205,819)	(7,367)	-	(8,774)	(228,969)	(607,065)
2020	(140,824)	(5,493)	-	(2,252)	(4,864)	(3,041)	-	(279,323)	(18,102)	(453,899)	(245,137)	(8,774)	-	(15,225)	(269,136)	(723,035)
2021	(164,428)	(6,413)	-	(2,629)	(5,679)	(3,551)	-	(326,140)	(21,135)	(529,975)	(286,224)	(10,244)	-	(17,777)	(314,245)	(844,220)
2022	(189,094)	(7,376)	-	(3,024)	(6,530)	(4,084)	-	(375,053)	(24,306)	(609,477)	(329,161)	(11,780)	-	(20,443)	(361,384)	(970,861)
2023	(214,869)	(8,381)	-	(3,436)	(7,420)	(4,640)	-	(426,188)	(27,619)	(692,553)	(374,029)	(13,386)	-	(23,230)	(410,645)	(1,103,198)
2024	(241,869)	(9,431)	-	(3,867)	(8,351)	(5,222)	-	(479,615)	(31,081)	(779,373)	(420,917)	(15,064)	-	(26,142)	(462,123)	(1,241,486)
2025	(269,953)	(10,529)	-	(4,317)	(9,323)	(5,829)	-	(535,446)	(34,699)	(870,066)	(469,914)	(16,818)	-	(29,185)	(515,917)	(1,386,013)
2026	(299,369)	(11,677)	-	(4,788)	(10,339)	(6,464)	-	(593,788)	(38,480)	(964,904)	(521,177)	(18,651)	-	(32,366)	(572,134)	(1,587,039)
2027	(330,105)	(12,876)	-	(5,279)	(11,401)	(7,128)	-	(654,756)	(42,430)	(1,063,975)	(574,624)	(20,566)	-	(35,669)	(630,879)	(1,694,854)
2028	(362,227)	(14,129)	-	(5,793)	(12,510)	(7,822)	-	(718,468)	(46,560)	(1,167,509)	(630,538)	(22,567)	-	(39,161)	(692,266)	(1,859,775)
2029	(395,793)	(15,438)	-	(6,330)	(13,669)	(8,547)	-	(785,046)	(50,874)	(1,275,697)	(688,968)	(24,568)	-	(42,760)	(756,416)	(2,032,113)
2030	(430,871)	(16,806)	-	(6,890)	(14,881)	(9,305)	-	(854,622)	(55,382)	(1,388,757)	(750,028)	(26,844)	-	(46,583)	(823,455)	(2,212,212)
2031	(467,526)	(18,235)	-	(7,476)	(16,147)	(10,096)	-	(927,327)	(60,095)	(1,506,902)	(813,836)	(29,128)	-	(50,546)	(893,510)	(2,400,412)
2032	(505,832)	(19,730)	-	(8,089)	(17,470)	(10,923)	-	(1,003,304)	(65,018)	(1,630,366)	(880,515)	(31,514)	-	(54,687)	(966,716)	(2,597,082)
2033	(545,861)	(21,290)	-	(8,729)	(18,852)	(11,788)	-	(1,082,701)	(70,163)	(1,759,384)	(950,194)	(34,007)	-	(59,015)	(1,043,216)	(2,802,600)
2034	(587,690)	(22,923)	-	(9,399)	(20,297)	(12,691)	-	(1,165,670)	(75,540)	(1,894,210)	(1,023,009)	(36,613)	-	(63,537)	(1,123,159)	(3,017,369)
2035	(631,403)	(24,627)	-	(10,097)	(21,807)	(13,635)	-	(1,252,373)	(81,158)	(2,035,100)	(1,099,101)	(39,337)	-	(68,263)	(1,206,101)	(3,241,801)
2036	(672,818)	(26,409)	-	(10,828)	(23,384)	(14,621)	-	(1,342,978)	(87,030)	(2,182,333)	(1,178,617)	(42,183)	-	(73,201)	(1,294,001)	(3,476,334)
2037	(724,818)	(28,271)	-	(11,592)	(25,466)	(15,917)	-	(1,431,663)	(93,166)	(2,336,192)	(1,261,711)	(45,156)	-	(78,362)	(1,388,229)	(3,721,421)
2038	(737,082)	(29,258)	-	(11,787)	(25,466)	(15,917)	-	(1,461,983)	(94,742)	(2,375,716)	(1,283,058)	(45,921)	-	(79,688)	(1,408,667)	(3,784,383)
2040	(730,114)	(29,258)	-	(11,966)	(25,506)	(16,198)	-	(1,487,833)	(96,418)	(2,417,723)	(1,305,743)	(46,733)	-	(81,097)	(1,433,573)	(3,851,286)
2041	(763,732)	(29,799)	-	(12,214)	(26,377)	(16,493)	-	(1,514,844)	(98,168)	(2,461,617)	(1,329,449)	(47,581)	-	(82,569)	(1,459,599)	(3,921,216)
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2044	(9,814,630)	(382,813)	-	(156,955)	(338,984)	(211,944)	-	(19,467,082)	(1,281,543)	(31,633,931)	(17,084,591)	(611,459)	-	(1,051,087)	(18,757,137)	(50,381,088)

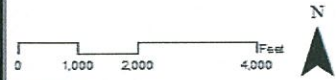
7% Adjustment Factor*

*Reductions from discounts, delinquencies, compession, and rate truncation.

Newport Urban Renewal Proposed Boundary Options

Boundary Description

-  Middle Option
-  City Limits



NEWPORT City of Newport
Community Development Department
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General Government Port of Newport (Perm)

2. Medium Scenario

FYE	Revenue before urban	Foregone from Newport Urban Renewal			Revenue after urban	Percent Difference
		South Beach	New URA	Total Foregone		
2014	\$98,210	-\$7,988	\$0	-\$7,988	\$90,222	-8.1%
2015	\$102,629	-\$8,227	\$0	-\$8,227	\$94,402	-8.0%
2016	\$107,248	-\$8,474	-\$1,224	-\$9,698	\$97,550	-9.0%
2017	\$112,073	-\$8,728	-\$1,786	-\$10,514	\$101,559	-9.4%
2018	\$117,117	-\$8,990	-\$2,373	-\$11,363	\$105,754	-9.7%
2019	\$122,387	-\$9,260	-\$2,986	-\$12,246	\$110,141	-10.0%
2020	\$127,895	-\$10,236	-\$3,627	-\$13,863	\$114,032	-10.8%
2021	\$133,650	-\$10,543	-\$4,298	-\$14,841	\$118,809	-11.1%
2022	\$139,664	-\$10,859	-\$4,997	-\$15,856	\$123,808	-11.4%
2023	\$145,949	-\$11,185	-\$5,729	-\$16,914	\$129,035	-11.6%
2024	\$152,516	-\$11,520	-\$6,493	-\$18,013	\$134,503	-11.8%
2025	\$159,380	-\$11,866	-\$7,292	-\$19,158	\$140,222	-12.0%
2026	\$166,552	-\$12,222	-\$8,126	-\$20,348	\$146,204	-12.2%
2027	\$174,047	-\$12,589	-\$8,999	-\$21,588	\$152,459	-12.4%
2028	\$181,879	\$0	-\$9,910	-\$9,910	\$171,969	-5.4%
2029	\$190,063	\$0	-\$10,862	-\$10,862	\$179,201	-5.7%
2030	\$198,616	\$0	-\$11,858	-\$11,858	\$186,758	-6.0%
2031	\$207,555	\$0	-\$12,026	-\$12,026	\$195,529	-5.8%
2032	\$216,894	\$0	-\$12,297	-\$12,297	\$204,597	-5.7%
2033	\$226,654	\$0	-\$12,581	-\$12,581	\$214,073	-5.6%
2034	\$236,854	\$0	-\$12,878	-\$12,878	\$223,976	-5.4%
2035	\$247,512	\$0	-\$13,188	-\$13,188	\$234,324	-5.3%
2036	\$258,651	\$0	-\$13,512	-\$13,512	\$245,139	-5.2%
2037	\$270,290	\$0	\$0	\$0	\$270,290	0.0%
2038	\$282,452	\$0	\$0	\$0	\$282,452	0.0%
2039	\$295,163	\$0	\$0	\$0	\$295,163	0.0%
2040	\$308,446	\$0	\$0	\$0	\$308,446	0.0%
2041	\$322,325	\$0	\$0	\$0	\$322,325	0.0%
2042	\$336,830	\$0	\$0	\$0	\$336,830	0.0%
2043	\$351,987	\$0	\$0	\$0	\$351,987	0.0%
2044	\$367,827	\$0	\$0	\$0	\$367,827	0.0%
Total	\$6,359,315	-\$142,687	-\$167,042	-\$309,729	\$6,049,586	-4.9%

Notes:

1. Revenue before urban renewal - Neport_URA_Revenue_Projections_2015_01_08.xlsx
2. South Beach foregone revenue - Page 17 of SBURP Amendment 11 Final.pdf
3. New URA foregone revenue - Newport URA TIF Model (Small, Medium, Large), March 2014

Impact to Taxing Districts - Mid Option

FYE	General Government														Education					Total
	LINCOLN COUNTY GENERAL	LINCOLN COUNTY ANIMAL SVC	A-LINCOLN CO SOLID WASTE	LINCOLN COUNTY EXTENSION	LINCOLN COUNTY TRANSPORT	PORT OF NEWPORT	PORT OF NEWPORT (GO)	CITY OF NEWPORT	PACIFIC COMMUNITIES HEALTH	Subtotal	LINCOLN COUNTY SCHOOL	A-LINCOLN CO SCHOOL (GO)	OR COAST COLLEGE	A-OR CST COLLEGE (GO)	LINCOLN-BRITTON ESD	Subtotal				
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2015	(56,694)	(2,212)	-	(907)	(1,958)	(1,224)	-	(112,451)	(7,287)	(182,733)	(98,689)	-	(3,532)	-	(6,130)	(108,351)				
2016	(82,705)	(3,226)	-	(1,322)	(2,856)	(1,786)	-	(164,043)	(10,631)	(266,569)	(98,666)	-	(5,152)	-	(8,941)	(158,059)				
2017	(109,886)	(4,286)	-	(1,756)	(3,795)	(2,375)	-	(217,957)	(14,125)	(354,180)	(191,282)	-	(6,846)	-	(11,880)	(210,006)				
2018	(136,291)	(5,394)	-	(2,212)	(4,776)	(2,986)	-	(274,297)	(17,775)	(445,731)	(240,727)	-	(8,616)	-	(14,951)	(264,294)				
2019	(167,974)	(6,552)	-	(2,686)	(5,801)	(3,627)	-	(333,173)	(21,591)	(541,404)	(292,397)	-	(10,465)	-	(18,160)	(321,022)				
2020	(198,993)	(7,762)	-	(3,182)	(6,873)	(4,299)	-	(394,696)	(25,576)	(641,384)	(346,392)	-	(12,397)	-	(21,514)	(380,303)				
2021	(231,407)	(9,026)	-	(3,700)	(7,992)	(4,997)	-	(458,990)	(29,744)	(745,856)	(402,816)	-	(14,417)	-	(25,018)	(442,251)				
2022	(265,281)	(10,347)	-	(4,243)	(9,161)	(5,729)	-	(528,177)	(34,098)	(855,036)	(461,781)	-	(16,527)	-	(28,680)	(508,988)				
2023	(300,676)	(11,727)	-	(4,806)	(10,384)	(6,493)	-	(596,388)	(38,646)	(969,126)	(523,398)	-	(18,732)	-	(32,507)	(574,637)				
2024	(337,668)	(13,171)	-	(5,400)	(11,662)	(7,292)	-	(669,757)	(43,403)	(1,088,353)	(587,789)	-	(21,037)	-	(36,506)	(645,332)				
2025	(376,323)	(14,678)	-	(6,018)	(12,997)	(8,126)	-	(746,428)	(48,371)	(1,212,941)	(655,076)	-	(23,445)	-	(40,686)	(719,207)				
2026	(416,716)	(16,254)	-	(6,664)	(14,392)	(8,999)	-	(826,550)	(53,563)	(1,343,140)	(725,392)	-	(25,962)	-	(45,053)	(796,407)				
2027	(458,930)	(17,901)	-	(7,340)	(15,850)	(9,910)	-	(910,277)	(58,980)	(1,479,198)	(798,872)	-	(28,592)	-	(49,616)	(877,080)				
2028	(503,042)	(19,621)	-	(8,045)	(17,373)	(10,862)	-	(997,771)	(64,659)	(1,621,373)	(875,658)	-	(31,340)	-	(54,385)	(961,383)				
2029	(549,138)	(21,419)	-	(8,782)	(18,966)	(11,858)	-	(1,089,203)	(70,584)	(1,769,949)	(955,900)	-	(34,212)	-	(59,369)	(1,049,481)				
2030	(596,882)	(22,212)	-	(9,506)	(19,232)	(12,026)	-	(1,104,562)	(73,198)	(1,794,909)	(969,380)	-	(34,694)	-	(60,206)	(1,064,280)				
2031	(649,467)	(22,212)	-	(9,107)	(19,668)	(12,297)	-	(1,129,523)	(74,888)	(1,835,472)	(991,286)	-	(35,478)	-	(61,567)	(1,088,331)				
2032	(699,361)	(22,250)	-	(9,317)	(20,121)	(12,581)	-	(1,155,609)	(74,888)	(1,877,859)	(1,014,179)	-	(36,297)	-	(62,989)	(1,113,465)				
2033	(750,722)	(23,821)	-	(9,537)	(20,596)	(12,878)	-	(1,182,867)	(76,654)	(1,922,153)	(1,036,101)	-	(37,154)	-	(64,474)	(1,139,729)				
2034	(801,722)	(24,406)	-	(10,007)	(21,610)	(13,188)	-	(1,211,352)	(78,500)	(1,968,442)	(1,063,100)	-	(38,048)	-	(66,027)	(1,167,175)				
2035	(852,729)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2036	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2037	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Total	(7,735,507)	(301,721)	-	(123,708)	(267,154)	(167,042)	-	(15,343,191)	(994,295)	(24,932,619)	(13,465,405)	-	(481,926)	-	(936,308)	(14,785,639)	(39,716,258)			

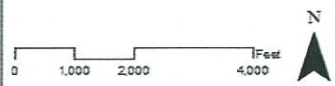
7% Adjustment factor*

*Reductions from discounts, delinquencies, compression, and rate truncation.

Newport Urban Renewal Proposed Boundary Options

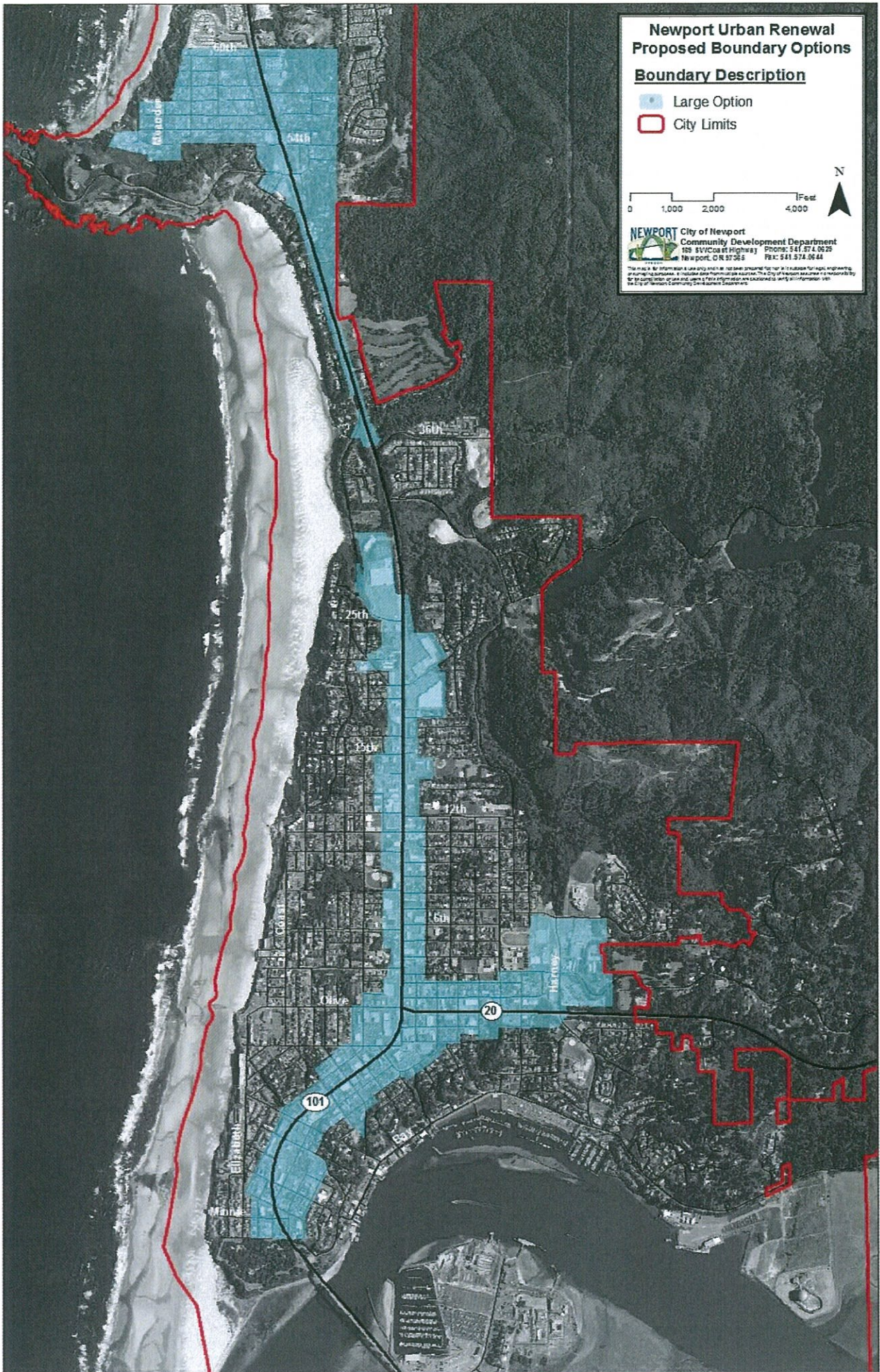
Boundary Description

-  Large Option
-  City Limits



NEWPORT City of Newport
Community Development Department
100 S.W. Ocean Highway Phone: 541.274.0026
Newport, OR 97365 Fax: 541.574.0044

This map is for informational use only and is not intended for use in a public hearing, engineering, or planning process. It is for informational use only. The City of Newport assumes no responsibility for its content, either in whole or in part. All information is contained to verify information with the City of Newport Community Development Department.



General Government Port of Newport (Perm)

3. Large Scenario

FYE	Revenue before urban renewal	Foregone from Newport Urban Renewal			Revenue after urban	Percent Difference
		South Beach	New URA	Total Foregone		
2014	\$98,210	-\$7,988	\$0	-\$7,988	\$90,222	-8.1%
2015	\$102,629	-\$8,227	\$0	-\$8,227	\$94,402	-8.0%
2016	\$107,248	-\$8,474	-\$1,599	-\$10,073	\$97,175	-9.4%
2017	\$112,073	-\$8,728	-\$2,358	-\$11,086	\$100,987	-9.9%
2018	\$117,117	-\$8,990	-\$3,151	-\$12,141	\$104,976	-10.4%
2019	\$122,387	-\$9,260	-\$3,980	-\$13,240	\$109,147	-10.8%
2020	\$127,895	-\$10,236	-\$4,846	-\$15,082	\$112,813	-11.8%
2021	\$133,650	-\$10,543	-\$5,752	-\$16,295	\$117,355	-12.2%
2022	\$139,664	-\$10,859	-\$6,698	-\$17,557	\$122,107	-12.6%
2023	\$145,949	-\$11,185	-\$7,686	-\$18,871	\$127,078	-12.9%
2024	\$152,516	-\$11,520	-\$8,720	-\$20,240	\$132,276	-13.3%
2025	\$159,380	-\$11,866	-\$9,799	-\$21,665	\$137,715	-13.6%
2026	\$166,552	-\$12,222	-\$10,928	-\$23,150	\$143,402	-13.9%
2027	\$174,047	-\$12,589	-\$12,107	-\$24,696	\$149,351	-14.2%
2028	\$181,879	\$0	-\$13,339	-\$13,339	\$168,540	-7.3%
2029	\$190,063	\$0	-\$14,626	-\$14,626	\$175,437	-7.7%
2030	\$198,616	\$0	-\$15,972	-\$15,972	\$182,644	-8.0%
2031	\$207,555	\$0	-\$17,378	-\$17,378	\$190,177	-8.4%
2032	\$216,894	\$0	-\$18,846	-\$18,846	\$198,048	-8.7%
2033	\$226,654	\$0	-\$18,297	-\$18,297	\$208,357	-8.1%
2034	\$236,854	\$0	-\$18,698	-\$18,698	\$218,156	-7.9%
2035	\$247,512	\$0	-\$19,117	-\$19,117	\$228,395	-7.7%
2036	\$258,651	\$0	-\$19,555	-\$19,555	\$239,096	-7.6%
2037	\$270,290	\$0	-\$20,013	-\$20,013	\$250,277	-7.4%
2038	\$282,452	\$0	\$0	\$0	\$282,452	0.0%
2039	\$295,163	\$0	\$0	\$0	\$295,163	0.0%
2040	\$308,446	\$0	\$0	\$0	\$308,446	0.0%
2041	\$322,325	\$0	\$0	\$0	\$322,325	0.0%
2042	\$336,830	\$0	\$0	\$0	\$336,830	0.0%
2043	\$351,987	\$0	\$0	\$0	\$351,987	0.0%
2044	\$367,827	\$0	\$0	\$0	\$367,827	0.0%
Total	\$6,359,315	-\$142,687	-\$253,465	-\$396,152	\$5,963,163	-6.2%

Notes:

1. Revenue before urban renewal - Neport_URA_Revenue_Projections_2015_01_08.xlsx
2. South Beach foregone revenue - Page 17 of SBURP Amendment 11 Final.pdf
3. New URA foregone revenue - Newport URA TIF Model (Small, Medium, Large), March 2014

Impact to Taxing Districts - Large Option

FYE	General Government										Education					Total	
	LINCOLN COUNTY GENERAL	LINCOLN COUNTY ANIMAL SVC	A-LINC CO SOLID WASTE	LINCOLN COUNTY EXTENSION	LINCOLN COUNTY TRANSPORT	PORT OF NEWPORT	PORT OF NEWPORT (GO)	CITY OF NEWPORT	PACIFIC COMMUNITIES HEALTH	Subtotal	LINCOLN COUNTY SCHOOL	A-LINC CO SCHOOL (GO)	OR COAST COLLEGE	A-OR CST COLLEGE (GO)	LINK-BENTON ESD		Subtotal
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2016	(74,027)	(2,889)	-	(1,184)	(2,557)	(1,599)	-	(146,932)	(9,515)	(238,602)	(128,862)	-	-	-	(8,004)	(141,478)	
2017	(109,185)	(4,258)	-	(1,746)	(3,771)	(2,358)	-	(216,564)	(14,036)	(351,917)	(150,060)	-	-	-	(11,804)	(208,656)	
2018	(145,924)	(5,692)	-	(2,333)	(5,040)	(3,151)	-	(289,436)	(18,756)	(470,332)	(254,013)	-	-	-	(15,777)	(278,881)	
2019	(184,316)	(7,189)	-	(2,947)	(6,366)	(3,980)	-	(365,587)	(23,692)	(594,077)	(320,844)	-	-	-	(19,927)	(352,544)	
2020	(224,436)	(8,754)	-	(3,589)	(7,752)	(4,846)	-	(458,164)	(28,849)	(723,990)	(390,862)	-	-	-	(24,265)	(428,930)	
2021	(266,361)	(10,389)	-	(4,259)	(9,200)	(5,752)	-	(528,322)	(34,237)	(858,520)	(463,663)	-	-	-	(28,797)	(509,053)	
2022	(310,174)	(12,098)	-	(4,961)	(10,713)	(6,699)	-	(615,222)	(39,869)	(999,735)	(539,928)	-	-	-	(33,534)	(592,521)	
2023	(355,988)	(13,894)	-	(5,693)	(12,294)	(7,686)	-	(706,033)	(45,754)	(1,147,302)	(619,625)	-	-	-	(38,483)	(690,285)	
2024	(403,801)	(15,750)	-	(6,458)	(13,946)	(8,720)	-	(800,930)	(51,903)	(1,301,508)	(702,908)	-	-	-	(25,157)	(771,721)	
2025	(453,796)	(17,100)	-	(7,297)	(15,672)	(9,799)	-	(900,098)	(59,330)	(1,462,654)	(789,939)	-	-	-	(28,272)	(867,272)	
2026	(506,045)	(19,738)	-	(8,093)	(17,477)	(10,928)	-	(1,003,728)	(66,045)	(1,631,054)	(880,886)	-	-	-	(31,527)	(967,123)	
2027	(560,643)	(21,867)	-	(8,968)	(19,363)	(12,107)	-	(1,112,021)	(72,063)	(1,807,030)	(975,926)	-	-	-	(34,928)	(1,071,467)	
2028	(617,698)	(24,093)	-	(9,878)	(21,333)	(13,339)	-	(1,225,189)	(79,397)	(1,990,927)	(1,075,243)	-	-	-	(38,482)	(1,180,506)	
2029	(677,320)	(26,419)	-	(10,832)	(23,392)	(14,626)	-	(1,343,447)	(87,061)	(2,183,097)	(1,179,029)	-	-	-	(42,198)	(1,294,454)	
2030	(739,625)	(28,849)	-	(11,828)	(25,544)	(15,972)	-	(1,467,029)	(95,089)	(2,383,916)	(1,287,485)	-	-	-	(46,079)	(1,413,527)	
2031	(804,734)	(31,388)	-	(12,869)	(27,793)	(17,378)	-	(1,596,171)	(103,438)	(2,593,771)	(1,400,823)	-	-	-	(50,135)	(1,537,960)	
2032	(872,772)	(34,042)	-	(13,957)	(30,142)	(18,846)	-	(1,731,124)	(112,194)	(2,813,067)	(1,519,260)	-	-	-	(54,374)	(1,667,992)	
2033	(947,301)	(33,048)	-	(13,550)	(29,282)	(18,297)	-	(1,680,600)	(108,910)	(2,730,968)	(1,474,918)	-	-	-	(52,788)	(1,619,311)	
2034	(985,876)	(33,773)	-	(13,947)	(29,904)	(18,696)	-	(1,777,443)	(111,297)	(2,790,839)	(1,507,253)	-	-	-	(53,945)	(1,654,810)	
2035	(885,287)	(34,530)	-	(14,157)	(30,575)	(19,117)	-	(1,755,944)	(113,792)	(2,853,402)	(1,451,043)	-	-	-	(55,154)	(1,591,908)	
2036	(905,571)	(35,321)	-	(14,482)	(31,275)	(19,555)	-	(1,796,178)	(116,400)	(2,918,782)	(1,576,352)	-	-	-	(56,418)	(1,730,674)	
2037	(926,769)	(36,148)	-	(14,820)	(32,008)	(20,013)	-	(1,838,222)	(119,124)	(2,987,103)	(1,613,251)	-	-	-	(57,738)	(1,771,184)	
2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	(11,737,620)	(457,818)	-	(187,709)	(405,379)	(253,465)	-	(23,281,284)	(1,508,720)	(37,831,922)	(20,431,994)	-	(731,262)	-	(1,268,988)	(22,432,244)	(60,264,236)

7% Adjustment factor*

*Reductions from discounts, delinquencies, compression, and rate truncation.



March 19, 2015

Co-Chairs Johnson and Gomberg:
Joint Ways and Means Subcommittee on Transportation Economic Development
Oregon State Capitol
900 Court Street NE
Salem, OR 97301

Dear Senator Johnson, Representative Gomberg, and Members of the Subcommittee:

The Oregon Public Ports Association (OPPA) represents all 23 public ports in the State of Oregon. Our membership is diverse both in size and in geography. Members stretch from the Southern Coast at the Port of Brookings Harbor, north to the Port of Astoria and then east approximately 190 river miles along the Columbia River to the Port of Umatilla. Together, Oregon's public ports employ directly, indirectly and induce over 101,300 jobs in our state generating nearly \$600 million annually in state and local taxes. The OPPA would like to express its support for Business Oregon's budget and would like to highlight a few things.

Brownfields Redevelopment Fund: The OPPA supports the funding identified in the Governor's recommended budget (Policy Option Package 107) for the Brownfields Redevelopment Fund. Several public ports have utilized this program with a great deal of success in the past. Those ports include Newport, Toledo, Bandon, Arlington, and Coos Bay. We very much appreciate the \$7 million request for the program but believe a greater amount is warranted. Several ports have expressed the opinion that this program has been helpful in addressing remedial investigations but greater funding for actual cleanup would be a tremendous benefit. As a result, we would ask that the committee consider providing additional investment in this program above the Governor's recommended amount.

Funding for Industrial Site Readiness: As you know, in 2013 the Legislative Assembly enacted SB 246 and 253. Both of these measures were intended to address the state's lack of developable industrial sites throughout the state. Furthermore we appreciate that the Governor's Recommended Budget requests funding for Patient Capital. Nevertheless, we believe that providing some funding to assist regions in conducting an inventory and readiness assessment of large industrial sites (SB 253) and more flexible funding for direct site preparation should receive an allocation of resources for the upcoming biennium.

Dredging Funds: We very much appreciate the efforts of the Coastal Caucus in addressing some of the dredging challenges several of our smaller ports face due to federal disinvestment in these critical programs. We would simply request that the committee ensure that those funds previously appropriated for the purposes of small port maintenance dredging remain in place and ensure that adequate funding remains in place to meet this critical need.

Oregon Infrastructure Opportunity Program: Oregon Ports are very supportive of Policy Option Package 118 that would dedicate \$10 million to invest in rural infrastructure that will create immediate job growth. For years our ports have advocated for additional infrastructure funding that will assist us in retaining existing family wage jobs and creating new jobs in our districts throughout the state. We enthusiastically support HB 2435 but the measure will not be helpful without an adequate amount of resources being dedicated to it.

We understand and appreciate the difficult job it is to allocate limited resources in a manner that will result in the greatest return for Oregon taxpayers. We believe that the programs listed above have a tremendous potential to assist our communities in reaching their potential in job creation and economic stability throughout Oregon.

Thank you for your consideration of these requests.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Landauer', with a long horizontal flourish extending to the right.

Mark Landauer
Executive Director
Oregon Public Ports Association

March 17, 2015

Rick Fuller
NOAA Facilities Manager
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365

RECEIVED

MAR 20 2015

PORT OF NEWPORT



**Subject: Environmental Assessment for Proposed Homeporting of Two Fast Response Cutters in U.S. Coast Guard's District 13
REVISED SCOPING INPUT DATES – March 17 through April 7, 2015**

Dear Interested Party:

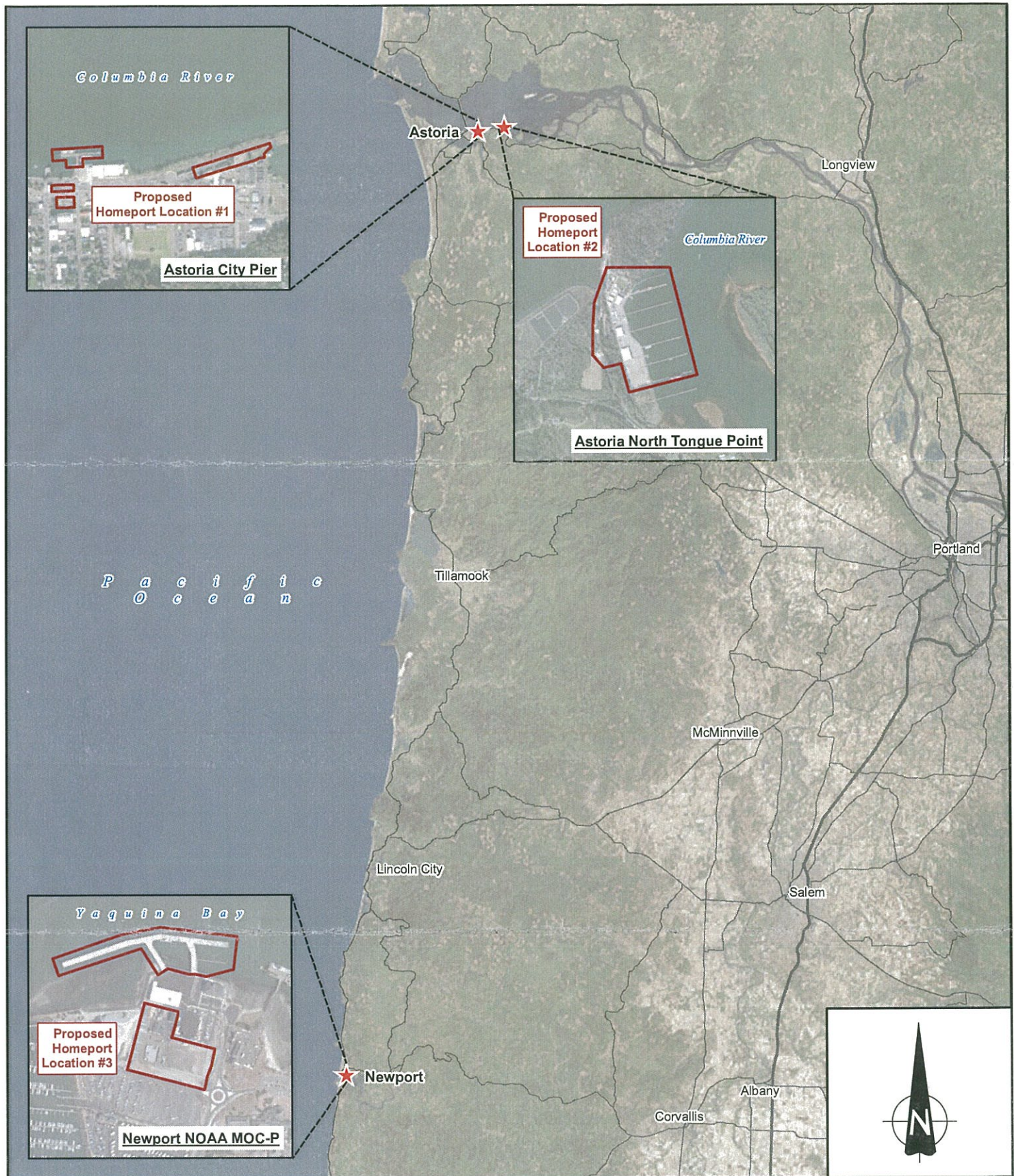
Due to an administrative error we are resending this scoping letter with revised scoping input dates. As the project description is being finalized, we would appreciate your input as soon as possible so that any scoping-related items can be incorporated into the Draft Environmental Assessment (EA) within the expedited project schedule.

The U.S. Coast Guard (CG) proposes to homeport two Fast Response Cutters (FRCs) within the CG's Area of Responsibility (AOR) District 13 (D13). The new FRCs are part of an ongoing effort to replace Island-class 110-foot (FT) Patrol Boats that are nearing the end of their service life. The Sentinel-class FRCs (also known as 'Sentinel class cutters') are capable of deploying independently to conduct missions that include port, waterways, and coastal security; fishery patrols; search and rescue; and national defense. These vessels will help reduce the CG's current Patrol Boat gap, allowing the CG to better complete its various missions.

Pursuant to the National Environmental Policy Act (NEPA), the CG intends to prepare an EA that evaluates the potential effects on the environment of a range of homeporting alternatives, as well as a No Action Alternative. Through this letter, the CG invites agency and stakeholder input on the scope of the EA and any relevant environmental concerns. Amec Foster Wheeler Environment & Infrastructure, Inc. is the consultant acting on behalf of the CG in the preparation of this document.

The two new FRCs will be in the service of D13; therefore, the cutters must have a homeport location that facilitates efficient travel throughout the District's AOR. The homeport must be geographically located between Neah Bay, Washington and Coos Bay, Oregon. To that end, the CG's Civil Engineering Unit (CEU) Oakland initiated a Homeport Feasibility Study to identify and acquire an

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UNITED STATES
COAST GUARD

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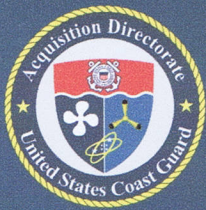


ENVIRONMENTAL ASSESSMENT
HOMEPORTING OF TWO
FAST RESPONSE CUTTERS

HOMEPORT LOCATIONS
BEING CONSIDERED

DATE	MARCH 2015
SCALE	NOT TO SCALE
PROJECT NO.	336010013
FIGURE	1

DRAWN BY: SD CHECKED BY: EH



Acquisition Directorate

FAST RESPONSE CUTTER

Mission execution begins here.

PROJECT DESCRIPTION:

The Sentinel-class Fast Response Cutter (FRC) is a new Coast Guard patrol boat that is capable of deploying independently to conduct missions that include port, waterways and coastal security; fishery patrols; search and rescue; and national defense. Named after Coast Guard enlisted heroes, the FRCs are replacing the aging Island-class 110-foot patrol boats.

The first six FRCs will be homeported in Miami. Homeports for the next 28 FRCs have also been announced: Key West, Fla. (6); San Juan, Puerto Rico (6); Pascagoula, Miss. (2); Ketchikan, Alaska (2); Honolulu (2); Portland, Maine (2); Atlantic Beach, N.C. (2); Cape May, N.J. (2); and San Diego (4)

For updates on the FRC, visit the project's website at <http://www.uscg.mil/acquisition/sentinel/>.



Coast Guard Cutter Bernard C. Webber (WPC 1101)

FEATURES:

- Enhanced response time with a minimum top speed of 28 knots
- Ability to conduct missions on moderate seas up to transit speed for eight hours in all directions
- Ability to survive on very rough seas up to loiter speed for eight hours in all directions
- Armed with a stabilized 25 mm machine gun mount and four crew-served .50-caliber machine guns
- Fully interoperable command and control systems with Coast Guard existing and future assets and with the Departments of Homeland Security and Defense

CHARACTERISTICS:

- Number Planned:** 58
- Length:** 154 feet
- Beam:** 25 feet
- Draft:** 9 feet, 6 inches
- Displacement:** 353 long tons
- Maximum Speed:** 28+ knots
- Range:** 2,950 nautical miles
- Endurance:** five days
- Crew:** 24

“The Sentinel-class of cutters is a tribute not only to the enlisted men and women serving in the Coast Guard today, but the many heroes that preceded them. It will be a critical asset in securing and protecting our nation’s maritime environment.”

–Adm. Robert J. Papp Jr., Commandant, U.S. Coast Guard

Homeport Feasibility Study

Two United States Coast Guard Fast Response Cutters within District 13

The following is a summary of the requirements for shore infrastructure and facilities in support of two Fast Response Cutters (FRC) as specified by the Integrated Logistics Support Plan (ILSP) for the Sentinel Class Patrol Boat. Infrastructure and facilities can be provided by existing, lease, or new construction.

Landside Capabilities

A minimum of 1 acre of site area adjacent to and/or in close proximity to the FRC piers is required to accommodate the administrative, boat maintenance, storage, and support functions including:

- Parking spaces - 94 to 150 spaces
- Building footprint - 7,400 to 9,000 GSF
- Pier side lay down: 2,300 to 4,600 GSF
- Circulation and security setbacks

Waterside

Waterside infrastructure and conditions include:

- Two 174' berths for the FRCs
- Water Depth (extreme low water): 14 ft to 17 ft
- Channel Depth (extreme low water): 13 ft to 15 ft
- Slip Width: 152.4 ft for single berth, 178 ft for multiple ships moored on one pier face
- Pier Utilities include: Electrical - 400 (A); potable water - 1,100 gallons per day; sewage - 1,500 gallons per day
- Services at the pier include: Telephone; Cable/TV/Satellite; Local Area Network; Refuse removal

Miscellaneous needs include: Housing for unaccompanied personnel, HAZMAT storage, flammable storage, crane service, oily water disposal, fire protection, high purity water, fueling, and access to a boat ramp within a 30 minute drive

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

APPENDIX 3: FACILITIES REQUIREMENTS

Capability	Justification/ Reference	One Cutter		Two Cutters	
		Threshold	Objective	Threshold	Objective
Depth at mooring	UFC 4-150-06 (5-6)	maximum appendage draft + 4 feet measured at extreme low water	maximum appendage draft + 7 feet measured at extreme low water	Same as Threshold for one cutter	Same as Objective for one cutter
Channel Depth	UFC 4-150-06 (5-6)	maximum appendage draft multiplied by 1.3 at extreme low water	maximum appendage draft multiplied by 1.5 at extreme low water	Same as Threshold for one cutter	Same as Objective for one cutter
Mooring Length	Ship Spec	154 feet + 20 feet per cutter	154 feet + 40 feet per cutter	Same as Threshold for one cutter	Same as Objective for one cutter
Slip Width	MIL-HDBK 1025/1 (Figure 3)	152.4' for a single berth pier, 178' for multiple ships moored on one pier face, 204' for ships breasted on a single berth pier, 229' for ship's breasted on a multiple berth pier			
Total number of Dock spaces	CG-7 SME	1		2	
Pier Lay Down Space	Scaled from UFC 4- 152-01	A minimum of 2000 Net Square Feet (NSF) in addition to pier/wharf space for pre- staging supplies and equipment. The lay- down area should be within 1/2 mile of the pier or wharf			
Horizontal load	UFC 4-152-02 (3-4)	Based on wind presentation area and "worst case" docking impact of 5 knots perpendicular to pier (See Horizontal Loads in UFC 4-153-01 (3-4))		A minimum of 2000 NSF in addition to pier/wharf space. The lay-down area should be within 1/2 mile of the pier or wharf	
		Same as one cutter			

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter Threshold	One Cutter Objective	Two Cutters Threshold	Two Cutters Objective
Vertical load	UFC 4-152-02 (3-3)	Homeport pier shall allow access from AASHTO truck loading HS20. Heaviest anticipated load is hoist of main diesel engine (approx 32K lbs Dry). Can be satisfied by another protected and accessible government pier (no more than a 25NM protected/littoral waters transit from home pier). Pier loading to be considered should include the crane to move the engine as well as the weight of another engine on the pier to complete an MDE change from at least one berth in homeport. IAW UFC 4-152-02 (3-3).	Homeport pier shall allow access from AASHTO truck loading HS20 (For fuel, oil, and other logistics services/deliveries). Heaviest anticipated load is hoist of main diesel engine (approx 32K lbs Dry). Pier loading to be considered should include the crane to move the engine as well as the weight of another engine on the pier to complete an MDE change from at least one berth in homeport. IAW UFC 4-152-02 (3-3).	Same as Threshold for one cutter	Same as Objective for one cutter
Electrical Load	154' COR states 98' minimum Shore Tie Length. Must accommodate connection arrangement, vertical rise/drop to pier and tidal range.	Each cutter shall be provided its own shore tie connection IAW Note 1 at the end of Appendix 3, within 60 feet of one of their shore tie locations upon mooring. All power must be ungrounded and quality must meet MIL-STD-1399 Section 300A. Shore power facilities must be IAW COMDTINST M9000.6E (Chapter 300)	Each cutter shall be provided its own shore tie connection IAW Note 1 at the end of Appendix 3, within 60 feet of one of their shore tie locations upon mooring. All power must be ungrounded and quality must meet MIL-STD-1399 Section 300A. Shore power facilities must be IAW COMDTINST M9000.6E (Chapter 300)	Same as one cutter	Same as one cutter

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter Threshold	Objective	Two Cutters Threshold	Objective
Potable Water	ABS NVR (50 Gal/day/mbr), connection and flow rates/pressure from Legacy assets	A minimum of 1100 gallons per day via one 1-1/2" capable of 100 gpm and a minimum of 30 psi, maximum of 55psi	Minimum capacity of 1500 gallons per day via 4" at 150 gpm. If gravity drainage is not sufficient, an installed lift system is required.	Same as one cutter	Same as one cutter
Sewage	Flow rate and connection from legacy	The shore tie connection box(es) shall be waterproof, corrosion-proof, and handle a minimum of six lines (four voice lines with lightning arrestors and two data lines without lightning arrestors)	The shore tie connection box(es) shall be waterproof, corrosion-proof, and handle a minimum of ten lines (six voice lines with lightning arrestors and four data lines without lightning arrestors)	Same as one cutter	Same as Objective for one cutter
Telephone	COR 432			Same as Threshold for one cutter	
Cable/Satellite TV	COR 434	The shore tie connection shall be located immediately adjacent to each telephone/data shore tie and shall allow for a type F coaxial connector on the "Cable TV" shore tie to connect to the cutter.		Same as one cutter	
Local Area Network (LAN)	COR 412	The shore tie junction box shall have at least 4 fiber optic connections (2 pair) that support line rates of 100 Mbps or 1000/1000 Mbps.		Same as one cutter	

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter Threshold Objective		Two Cutters Threshold Objective	
Mooring Devices and Deck fittings	UFC 4-159-03	Minimum of four Bollards and Cleats for each cutter capable of holding two breasted SENTINELs to the pier. Vessel Moorings shall be IAW UFC 4-159-03.		Same as one cutter	
Refuse Removal	Legacy use	Applicable local refuse and recyclable removal procedures shall be utilized, one 10'x10' dumpster within 50 ft of pier-head. A recyclable material dumpster may also be necessary depending on local regulations.		Same as one cutter	
Parking Stalls	Legacy use	20 Parking spaces (Spaces for 80% of crew and one gov't vehicle). Parking space design should yield NLT 8.5'x16' (10'x18' for GV) useable spaces with adequate room for maneuvering in and out of spaces.	25 Parking spaces (Spaces for 100% of crew and one gov't vehicle). Parking space design should yield NLT 9'x18' (10'x20' for GV) useable spaces with adequate room for maneuvering in and out of spaces.	40 Parking spaces (Spaces for 80% of each crew and one gov't vehicle per cutter). Parking space design should yield NLT 8.5'x16' (10'x18' for GV) useable spaces with adequate room for maneuvering in and out of spaces.	50 parking spaces. (Spaces for 100% of each crew and one gov't vehicle per cutter). Parking space design should yield NLT 9'x18' (10'x20' for GV) useable spaces with adequate room for maneuvering in and out of spaces.
Parking Arrangement	Legacy use	10 individual stalls in nearby proximity to pier-head (500 ft), 10 spaces within 2000 ft or 5 minute drive to cutter.	10 individual stalls adjacent to cutter, others in nearby proximity to the cutter within 1000 ft	20 individual stalls in close proximity to pier-head (500 ft), 20 spaces within 2000 ft or 5 minute drive to cutter.	10 individual stalls adjacent to each cutter, others in nearby proximity to the cutter within 1000 ft
Cutter Small Boat Trailer	Legacy Use	parking and access with 10 minute drive	parking and access on site	Same as Threshold for one cutter	Same as Objective for one cutter

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter		Two Cutters	
		Threshold	Objective	Threshold	Objective
Small Boat Removal	Legacy Use	Access to boat ramp within 30 minute drive for truck/trailer and within a 30 minute boat transit in sheltered/protected waters. Or crane/lifting equipment available to remove small boat from the water at home-berth.	Same as one cutter	Same as one cutter	Same as one cutter
Fendering	UFC 4-152-01	Fendering should comply with guidelines in UFC 4-152-01	Same as one cutter	Same as one cutter	Same as one cutter
Lighting	UFC-4-152-01 (2-5.1) and UFC 4-025-01 (For AFTP)	Lighting should pass the Physical Security Checklist in M5530.1C.	Same as one cutter	Same as one cutter	Same as one cutter
Security	Physical Security and Force Protection Program Manual, M5530.1C	Security measures should pass the Physical Security Checklist in M5530.1C.	Same as one cutter	Same as one cutter	Same as one cutter
Compressed air	CG-4 SME	none	125 PSI and 50 CFM per cutter available on pier	Same as one cutter	Same as one cutter
Oily water disposal	Legacy Use	Pier capable of AASHTO truck loading HS20 for access	Same as one cutter	Same as one cutter	Same as one cutter
High purity water	Legacy Use	Pier capable of AASHTO truck loading HS20 for access	Same as one cutter	Same as one cutter	Same as one cutter
Fire Protection	CG-4 SME	Onboard firefighting equipment and cooperation with local Fire Dept (which must be able to physically respond to the ship's location within 15	Onboard firefighting equipment plus two 2 1/2" shore connections capable of 500 gpm at 125 psi each conform to National Fire Code	Same as Threshold for one cutter	Same as Objective for one cutter

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter		Two Cutters	
		Threshold	Objective	Threshold	Objective
		minutes of initial notification and request for assistance.) Pier capable of fire truck access.	based on local assessment of fire hazards. The WPB will have one International Shore Connection (cutter) standardized for a 2 1/2" hose.		
Fueling	CG-4 SME	Capable of being fueled at pier either by truck (AASHTO HS20 Truck loading) or by installed fueling system.		Same as one cutter	
Ammunition Handling	CG-7 SME	Facility capable of accommodating ammunition on load or off load within 200 mile transit from homeport	Capability to conduct ammunition on load or off load in homeport	Same as Threshold for one cutter	Same as Objective for one cutter
Cutter General Storage (locked storage per cutter)	Less than COMDTINST 11012.9 because some of this space now is used for parts (which is not IAW the new business rules)	150 NSF	300 NSF	300 NSF total	600 NSF total
Combined Cutter Space	COMDTINST 11012.9	300 NSF (with large access/roll up door, and full HVAC) and 1 USCG Work Station	400 NSF (with large access/roll up door, and full HVAC), 2 USCG Work stations	Same as Threshold for one cutter	Same as Objective for one cutter

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter		Two Cutters	
		Threshold	Objective	Threshold	Objective
MAT Requirements	COMDTINST 11012.9- Boat bay is IAW unit level boat maintenance. 154' MAT space sizing is 30% more than 110' standards as an estimate.	TBD one year after delivery of hull #1 when maintenance requirements are better known.	3500 NSF	4000 NSF plus 600 NSF space for a protected small boat bay to allow all weather servicing the cutter boat off the cutter	
Support Offices (Port Engineers, Maintenance Integrator, Field Terminal Operator)	Size modeled after 110' cutter office COMDTINST 11012.9	300 NSF (when not supported by any other local maintenance command) and 3 CGOne Drop	750 NSF (when not supported by any other local maintenance command) and 3 USCG Work station	Same as one cutter	
Supply (Parts/tool storage)	COMDTINST 11012.9 - Depending on how "push" stocking is done, and how remote storage is handled, much more parts storage space may be necessary.	400 NSF including 100 NSF (SK support) and 1 CGOne Drop	800 NSF including 100 NSF (SK support) and 1 CGOne Drop		
Remote Parts Storage		TBD one year after delivery of hull #1 when maintenance requirements are better known.	TBD one year after delivery of hull #1 when maintenance requirements are better known.		
Flammable storage	COMDTINST 11012.9	25 NSF per cutter (can be combined and shared with other SENTINEL)	50 NSF total (can be shared)		
HAZMAT storage	COMDTINST 11012.9	40 NSF per cutter with HVAC and fire protective system (can be combined and managed as a HAZMAT pharmacy for all collocated cutters)	Same as one cutter		

SENTINEL CLASS INTEGRATED LOGISTICS SUPPORT PLAN

Capability	Justification/ Reference	One Cutter		Two Cutters	
		Threshold	Objective	Threshold	Objective
Shipping and Receiving	CG-4 SME	Logistics shipping and receiving custodians and storage space within a 30 minute drive (could be satisfied by other USCG shore unit)	Logistics shipping/receiving custodians at home port	Logistics shipping and receiving custodians and storage space within a 30 minute drive (could be satisfied by other USCG shore unit)	Logistics shipping/receiving custodians at home port



600 S.E. BAY BOULEVARD

NEWPORT, OREGON 97365

(541) 265-7758

FAX (541) 265-4235

March 24, 2015

Kirk Jarvis
Oregon Department of State Lands
775 Summer St. NE, Suite 100
Salem, OR 97301-1279

Re: Alternative Recreational Crabbing Sites

Dear Kirk,

The Port of Newport commissioners have reviewed the South Beach jetty locations and consider them as opportunities for alternative crabbing sites for kayakers, divers, and persons in portable watercraft.

The commissioners' consideration of the possible sites included meeting local stakeholders – kayakers, divers, and users of portable watercraft – as well as discussions with the staff at the Oregon Department of Fish and Wildlife. Comments were solicited from kayakers on a kayak fishing website and from kayakers at a kayak fishing tournament in Depoe Bay. Videos of persons fishing from kayaks were viewed. Stakeholders were given a tour of potential sites and conversations were held with staff at the Oregon Parks and Recreational Department about the potential sites.

I have personally spent more than two years exploring the sites' potentials and have spoken to more than seven state agencies about this issue. I have made numerous reports to the other commissioners on the topic. I have found consistent and overwhelming support throughout my inquiries; all my contacts felt the sites would provide an excellent opportunity for kayakers, divers, and users of other portable watercraft to access Yaquina Bay.

Thank you for your consideration of these sites for alternative recreational crabbing.

Sincerely,

Walter Chuck
Commission President



Construction Fund

February 19, 2015 through March 18, 2015

Date	Num	Name	Memo	Amount
03/10/15	11787	GRI	Engineering Services	2,630.70
03/10/15	11788	Nalt McDougall Company	Terminal Renovations	150,642.50
03/17/15	11789	Carlson Testing, Inc	Structural Testing	1,561.00
03/15/15	11790	Day CPM	Mitigation work	761.50
TOTAL				155,595.70



NOAA Fund

February 18, 2015 through March 18, 2015

Date	Num	Name	Memo	Amount
02/24/2015	12610	G & K Floors	Janitorial Services	450.00
02/24/2015	12611	Verizon Wireless	Phone charges	61.63
02/24/2015	12612	Lincoln County Sheriff Department	Filing fee for Fuller Upholster	36.00
02/24/2015	12613	State of Oregon	Filing fee for Fuller Upholster	54.00
02/24/2015	12614	Williams Scotsman Inc.	Rent Mobile Office	291.04
03/03/2015	12615	Dan Lias Equipment Surgery	Build Post Anchors, Kiosk	1,166.30
03/03/2015	12616	Home Depot Credit Services	Landscape Material	92.03
03/03/2015	12617	IconiPro	Monitoring Quarterly	75.00
03/03/2015	12618	Industrial Welding Supply, Inc.	Bench Vice	199.00
03/03/2015	12619	Pioneer Telephone Cooperative	telephone	242.66
03/03/2015	12620	T & L Chemical Toilet Service	Holding Tank Rental	35.00
03/10/2015	12621	Alsea Bay Power Products	Lawn Mower	284.95
03/10/2015	12622	Chase-Visa	Hippo Hardware Support	199.00
03/10/2015	12623	Englund Marine & Industrial Supply	Cleaning Products	27.92
03/10/2015	12624	MACPHERSON, GINTNER & DIAZ	NOAA-PG	1,312.50
03/10/2015	12625	Newport Rental Service	Lift Rental	152.00
03/10/2015	12626	Platt Electrical Supply, Inc.	Bulbs	34.47
03/10/2015	12627	TCB Security Services Inc.	Elevator Phone Monitoring NC	20.00
03/10/2015	12628	Thompsons Sanitary Service	Disposal & 20YD Dumpster	325.10
03/17/2015	12629	Central Lincoln PUD	Electric	62.08
03/17/2015	12630	Lincoln County Public Works	Fuel	53.05
03/17/2015	12631	Ultimate Pest Control, LLC	Pest Control	125.00
TOTAL				5,298.73



Operating Fund

February 19, 2015 through March 18, 2015

Date	Num	Name	Memo	Amount
02/20/2015	36506	employee	Mid Month Draw	300.00
02/20/2015	36507	employee	Mid Month Draw	400.00
02/24/2015	36508	Rydin Decal	Parking Permits and Launch Passes	420.49
02/24/2015	36509	Billeter Marine LLC	Weld Piling, Pull and Drive Pilings	4,950.00
02/24/2015	36510	Business Oregon-OBDD	Loan 655-36-02	7,800.00
02/24/2015	36511	Cardinal Services, Inc.	Wages for Temp Services	520.00
02/24/2015	36512	Carol Corwin	Parking Permit Signs	90.00
02/24/2015	36513	Coast Range Equipment & Repair	Repair Main Sewer Pump	621.28
02/24/2015	36514	Design Space	Customs Office	217.00
02/24/2015	36515	Doug's Electric, Inc.	Install Electric Post	147.95
02/24/2015	36516	G & K Floors	Janitorial Services SB and Customs Trailer	2,080.00
02/24/2015	36517	Haglund, Kelley, Jones & Wilder LLP	Review Terminal Negotiations	1,953.20
02/24/2015	36518	Harvey's Lock & Key	Keys and Labor	320.40
02/24/2015	36519	HC Etc., Inc.	PD7 Video Recovery	200.00
02/24/2015	36520	Idea Print Works, Inc.	Port Clothing	1,433.79
02/24/2015	36521	Newport Signs	Port Banner	142.00
02/24/2015	36522	News-Times	Magazine Ad and Classified	574.35
02/24/2015	36523	NW Natural	SB Gas	374.45
02/24/2015	36524	PNWA	2015 Washington DC conference	885.00
02/24/2015	36525	TCB Security Services, Inc.	Extra Security for Wine and Seafood Event	370.00
02/24/2015	36526	U.G. Cash & Carry	Coffee, Cups, Candy, Zip Loc Bags	262.24
02/24/2015	36527	Verizon Wireless	Port cell phones	326.20
02/24/2015	36528	Oregon Corrections Enterprises	Parking Sign	167.00
03/03/2015	36529	Allegiance Benefit Plan Mgmt	Insurance Withholding	440.58
03/03/2015	36530	Best Pots, Inc.	Porta Poti for DC Area Wine & Seafood Event	210.00
03/03/2015	36531	Business Oregon-OBDD	Loan # 520161	4,463.00
03/03/2015	36532	Central Lincoln PUD	Electric	1,363.28
03/03/2015	36533	CenturyLink - Business Service	Telephone	9.56
03/03/2015	36534	City of Newport	Water and Sewer	2,092.20
03/03/2015	36535	Coastal Paper & Supply, Inc.	Paper and Cleaning Products	1,713.29
03/03/2015	36536	Copelund Lumber Yards, Inc..	Lumber	255.46
03/03/2015	36537	Direct TV	Cable SB RV Park	555.63
03/03/2015	36538	Industrial Welding Supply, Inc.	Wire Wheels	39.83
03/03/2015	36539	Papé Material Handling Exchange	H90 Forklift Service	358.32
03/03/2015	36540	Petty Cash	Misc Supplies	72.69
03/03/2015	36541	Pioneer Telephone Cooperative	Telephone	225.94
03/03/2015	36542	T & L Chemical Toilet Service	Chemical Toilets Bayfront	436.00
03/03/2015	36543	Voya (State of Oregon Plan)	Monthly Employee Contribution to Deferred Cor	100.00
03/03/2015	36544	Allegiance Benefit Plan Mgmt	Health Reimbursement Plan	3,063.28
03/03/2015	36545	City of Newport	Water and Sewer	3,298.10
03/10/2015	36546	Airgas USA, LLC	Carbon Dioxide	27.40



Operating Fund

February 19, 2015 through March 18, 2015

03/10/2015	36547	Alan Brown Tire Center	Tires for Forklift	700.96
03/10/2015	36548	ALSCO	Shop Towels and Mats	239.84
03/10/2015	36549	Alease Bay Power Products	Small Tools	257.82
03/10/2015	36550	Barrelhead	Hardware	669.45
03/10/2015	36551	Carson Oil Company	Fuel for Trucks	743.55
03/10/2015	36552	Central Lincoln PUD	Electric	9,169.01
03/10/2015	36553	CenturyLink - Business Service	Telephone	28.30
03/10/2015	36554	Chase - Visa	Travel Expense, IT Software	5,262.42
03/10/2015	36555	CNA Surety	OR blanket notary errors & omissions policy	26.00
03/10/2015	36556	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
03/10/2015	36557	Dahl & Dahl, Inc.	Debris Disposal	502.93
03/10/2015	36558	Design Space	Customs Office	835.00
03/10/2015	36559	Englund Marine Supply Co, Inc.	Piano Hinge	62.30
03/10/2015	36560	Fred Meyer Customer Charges	Clip Boards, Batteries, Tape	314.06
03/10/2015	36561	JC Market	Donuts for Meeting	6.99
03/10/2015	36562	Keller Supply Company	Fawcetts and Hose Bibs	255.45
03/10/2015	36563	Lincoln County Historical Society	Historical Society Membership	100.00
03/10/2015	36564	MACPHERSON, GINTNER & DIAZ	Review General Business -PG	4,823.75
03/10/2015	36565	Mascott Equipment	Sensor for Sump #6 Fuel Dock	509.71
03/10/2015	36566	Oregon Coast Technology Inc.	Copier-Printer Port Office	39.55
03/10/2015	36567	Platt	Electrical Supplies	1,007.26
03/10/2015	36568	Sherwin Williams	Stain for Dock	203.75
03/10/2015	36569	Special Districts Insurance Service	Quarterly Property/Casualty Insurance	33,455.50
03/10/2015	36570	Staples	Office Supplies	444.46
03/10/2015	36571	TCB Security Services, Inc.	Monthly Security contract	6,516.00
03/10/2015	36572	Thompson's Sanitary Service, Inc.	Disposal Service	2,883.20
03/10/2015	36573	U.G. Cash & Carry	Paper and Cleaning Products	265.89
03/10/2015	36574	Xerox Corporation	Copier Rental and Print Charge SB	98.08
03/10/2015	36575	Yaquina Bay Communications	Radio Ad Contract Nov	100.00
03/10/2015	36576	Yaquina Bay Yacht Club	Room Cleaning fee for 4-20-2015 Meeting	60.00
03/10/2015	36577	Central Lincoln PUD	Electric	2,612.34
03/10/2015	36578	Ferguson Enterprises #3001	Water Heater	248.89
03/13/2015	36579	Employee	Mid Month Draw	450.00
03/13/2015	36580	Employee	Mid Month Draw	500.00
03/13/2015	36581	Employee	Mid Month Draw	300.00
03/13/2015	36582	Employee	Mid Month Draw	475.00
03/13/2015	36583	Employee	Mid Month Draw	500.00
03/13/2015	36584	Employee	Mid month Draw	300.00
03/13/2015	36585	Employee	Mid month draw	700.00
03/13/2015	36586	Employee	Mid Month Draw	1,500.00
03/13/2015	36587	Employee	Mid month Draw	300.00
03/13/2015	36588	Employee	VOID: Mid Month Draw	0.00
03/17/2015	36589	Employee	Salem Boat Show Expense	170.45
03/17/2015	36590	Business Oregon-OBDD	Loan 655-36-02	7,803.00



Operating Fund

February 19, 2015 through March 18, 2015

03/17/2015	36591	Central Lincoln PUD	Electric	2,222.25
03/17/2015	36592	Century Link	Telephone	378.50
03/17/2015	36593	Department of State Lands	DSL Fees - Commercial Marina APP0011873	17,237.97
03/17/2015	36594	EDGE Analytical Laboratories	Storm water Testing IT	330.00
03/17/2015	36595	Harris Work Systems	Computer Accessory Equipment	1,384.78
03/17/2015	36596	Harvey's Lock & Key	Keys	89.25
03/17/2015	36597	HC Etc., Inc.	South Beach Office IT upgrade	8,253.50
03/17/2015	36598	Kevin Greenwood	PNWA Expense	738.43
03/17/2015	36599	Lincoln County Public Works	Fuel for Trucks	380.41
03/17/2015	36600	Employee	Salem Boat Show Expense	140.59
03/17/2015	36601	Toyota Financial Services	Forklift CM	464.55
03/17/2015	36602	Urbach Renovations	Rebuild Work Station SB	1,913.59
03/17/2015	36603	Central Lincoln PUD	Electric	2,593.86
03/17/2015	36604	CoastCom Inc.	Internet and E-mail	712.00
03/17/2015	36605	Department of State Lands	Annual DSL Fee APP0045751	4,672.92
03/17/2015	36606	Toyota Financial Services	Forklift CM	583.88
03/17/2015	36607	Toyota Financial Services	Forklift CM	579.65
03/17/2015	36608	City of Newport	Room Tax	2,757.55
03/17/2015	36609	void	void	
03/17/2015	36610	Nedra Denison	Refund Deposit For RV Park Reservation	753.00
03/17/2015	36611	Gary Nelson	Moorage refund-- Sold Boat	339.97

TOTAL	176,447.47
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**PORT OF NEWPORT
RESOLUTION NO. 2015-___**

A RESOLUTION SETTING RATES, FEES, AND CHARGES

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

WHEREAS, Port of Newport Facilities Code Sec. 1.2(f) and 2.10(c)(6) requires the Commission to set rates and charges for moorage and electrical usage by the adoption of a “fee schedule” by resolution; and

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

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Service Rates. Rates apply to all Port of Newport locations unless otherwise noted. Rates become effective November 1, 2015. Port owned equipment to be operated by port personnel. No forklifts or boom trucks not belonging to the port shall be operated on port property.

	OLD	NEW	+/-
A. <u>Forklift.</u> In addition to labor rate.			
1. Small. Toyotas.			
a. per hour	\$10.00	\$11.00	10%
b. minimum charge	\$ 6.25	\$7.00	12%
2. Large. All at International Terminal (IT).			
a. per hour	\$25.00	\$27.50	10%
b. minimum charge	\$15.00	\$16.50	10%
B. <u>Hoist Dock.</u> Tie up fee, per hour			
1. one hour minimum, up to 3 hrs.	\$35.25	\$36.25	3%
2. after 3 hours.	---	\$43.00	n/a
C. <u>Hoist Dock Cranes.</u>			
1. Large Capacity. In addition to labor rate.			
a. per hour	\$35.00	\$38.50	10%
b. minimum charge	\$27.00	\$29.75	10%
2. Launch Sail Boats. Includes recovery, per launch.	\$40.00	\$41.25	3%
D. <u>Service Docks.</u>			
1. Swede's. In addition to moorage.....daily moorage rate		same	0%
E. <u>City Water.</u> at city's rate			
F. <u>Fuel Surcharge.</u> International Terminal only. Per gallon.....	\$ 0.03	\$ 0.03	0%
G. <u>Electricity.</u> Swede's Dock, Dock 1, and IT. Per day charge.			
1. 208/220 v, single phase & 208 v three phase.....	\$14.25	\$14.75	3%
2. 120v. IT			
3. 220 or 408/440v three phase	\$14.25	\$14.50	2%
4. PD 7 Service Dock, 110v pumps	\$ 6.00	\$ 6.25	4%
5. PD 7 Yard Charge, trucks	\$11.00	\$11.25	2%
H. <u>Hydraulic Crane.</u> In addition to labor rate. 30 ton capacity, per hour.....	\$125.00	\$128.75	3%
I. <u>Pump/Line Service.</u> Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate. Per hour.	\$55.00	\$56.75	3%
J. <u>Storage.</u>			
1. Outside Lot Storage			

	a.	per square foot, daily rate.....	---	\$0.01	n/a
	b.	per square foot, monthly charge.....	\$ 0.20	\$0.21	5%
	c.	minimum monthly charge	\$20.00	\$21.00	5%
	d.	boat trailer only, per night.....	\$ 2.00	\$2.10	3%
	e.	boat on trailer, per night, 10 days limit	\$ 7.00	\$7.20	3%
		.....	OLD	NEW	
	2.	Emergency Storage Fee. Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245) Charge for improper use of parking lot (i.e. boat repair).....		\$20.00	\$21.00 5%
K.	<u>Gear Work.</u>	Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate.			
	1.	Commercial Marina, per day.....	\$17.75	\$18.25	3%
	2.	Terminal Lot, per day. Short term use only. Deep-draft cargo has priority	\$17.75	\$18.25	3%
	3.	South Beach Marina, per day	\$17.75	\$18.25	3%
L.	<u>Work Barge.</u>	In addition to labor rate.			
	1.	Tug, per hour.....	\$110.00	\$121.00	10%
	2.	Wood Barge, per day (tug extra).....	\$21.00	\$23.00	10%
	3.	Skiff, per hour.....	\$12.00	\$13.00	8%
M.	<u>Clean-up.</u>	Fees will be charged for each man-hour at the established labor. Equipment charges are extra			
	1.	Oil Spills, per hour.....	\$82.00	\$90.00	10%
N.	<u>Disposal Fees.</u>				
	1.	Just Oil, per gallon	\$ 0.28	\$ 0.29	4%
	2.	Oil-Water Mix, per gallon	\$ 0.72	\$ 0.74	3%
	3.	Net Disposal and/or Related Gear, per pound.....	\$0.155	\$0.160	3%
	4.	Garbage, per pound	\$0.105	\$0.110	5%
O.	<u>Port Labor.</u>	Includes administration staff.			
	1.	per hour; 3/4 hour minimum, in 15 min. increments	\$46.75	\$49.00	5%
	2.	Overtime. Any services required outside the established working hours, unless otherwise posted, will be charged at one and one-half times (1.5) the normal rate for labor. Per hour, 1 hour minimum	\$70.25	\$73.50	5%
	3.	Emergency Call-out. Any services requiring a port employee not currently on duty to report to duty after hours, will be charged at twice (2.0) the normal rate for labor. Per hour	n/a	\$98.00	n/a
P.	<u>Pallet Charge.</u>	Any Port owned pallet leaving yard, each.	\$ 5.15	\$ 5.30	3%
Q.	<u>Dredge Spoils.</u>	Includes state fees. Per cubic yard.....	\$ 2.00	\$ 2.00	0%
R.	<u>Keys/Cards.</u>				
	1.	South Beach Facilities. Cards.			
	a.	original/first two.....	free	free	0%
	b.	replacement/additional	\$ 5.00	\$ 5.50	10%
	2.	Bay Front Facilities. Keys.			
	a.	original/first one	\$15.00	\$15.50	3%
	b.	replacement/additional	\$25.00	\$27.50	10%

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

A.	<u>Moorage.</u>	Per linear foot.			
	1.	Daily	\$ 0.42	\$ 0.44	5%
	3.	Calendar Month.....	\$ 7.78	\$ 8.00	3%
	4.	Semi-Annual.....	\$29.51	\$30.40	3%
	5.	Annual	\$39.17	\$40.35	3%
	6.	Live aboard. Monthly rate by agreement only.			

a. First person.....	\$47.00	\$48.41	3%
b. Each Additional.....	\$40.75	\$41.97	3%
B. <u>Annual Parking Permit</u> . Rate effective for calendar year starting July 1 st . Commercial Fisherman only.....	\$20.00	\$21.00	5%
		OLD	NEW +/-

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

A. <u>Moorage</u> . Per linear foot.			
1. Daily	\$ 0.60	\$ 0.62	3%
2. Weekly	\$ 3.60	\$ 3.71	3%
3. Calendar Month.....	\$ 9.22	\$ 9.50	3%
4. Semi-Annual.....	\$33.97	\$34.99	3%
5. Annual	\$53.75	\$55.36	3%
6. Live aboard. Monthly rate by agreement only.			
a. First person.....	\$47.00	\$48.41	3%
b. Each Additional.....	\$40.75	\$41.97	3%
c. Electrical Surcharge	----	\$30.00	n/a
B. <u>South Beach Charter Rates</u> .			
1. Annual Moorage, per linear foot (PONFC)	\$41.53	\$43.19	4%
2. Charter License.....	\$300.00	\$300.00	3%
C. <u>Dock Box</u> .			
1. Purchase (at cost).....	\$280.00	\$300.00	0%
D. <u>Electrical Upgrade</u> . From 20 to 30 amp. One time	\$50.00	\$51.50	3%
E. <u>Line Replacement</u> . Per foot, per time.....	\$ 0.50	\$1.00	100%
F. <u>Launch Fee</u> .			
1. Daily	\$ 6.00	\$ 6.00	0%
2. Annual			
a. Resident	\$55.00	\$55.00	0%
b. Resident Senior	\$50.00	\$50.00	0%
c. Non-resident	\$75.00	\$75.00	0%

Section 4. Recreational Vehicle Park Fees.

A. <u>Peak Season (Summer)</u> . May 1 – October 31			
1. All Marina Park Sites			
a. Daily			
i. Regular	\$43.00	\$43.00	0%
ii. Good Sam.....	\$39.00	\$40.00	3%
b. Weekly			
i. Regular	\$261.00	\$269.00	3%
ii. Good Sam.....	\$236.00	\$243.00	3%
c. Monthly Rate	\$738.00	\$760.00	3%
3. The Annex.			
a. Daily.....	\$32.00	\$33.00	3%
b. Weekly.....	\$195.00	\$201.00	3%
c. Monthly	\$584.00	\$602.00	3%
4. Dry Camping.	\$18.00	\$19.00	6%
		OLD	NEW +/-

B. <u>Off Season (Winter)</u> . November 1 – April 30. No discounts during Seafood and Wine Festival.			
1. All Sites in the Marina Park			

	a. Daily			
	i. Regular	\$37.00	\$38.00	3%
	ii. Good Sam.....	\$34.00	\$35.00	3%
	b. Weekly			
	i. Regular	\$221.00	\$228.00	3%
	ii. Good Sam.....	\$200.00	\$206.00	3%
	c. Monthly Rate	\$633.00	\$652.00	3%
	3. The Annex.			
	a. Daily.....	\$32.00	\$33.00	3%
	b. Weekly.....	\$195.00	\$201.00	3%
	c. Monthly.....	\$584.00	\$602.00	3%
	4. Dry Camping.....	\$18.00	\$19.00	6%
C.	<u>Pet Fee.</u> Charged additionally.			
	1. Daily. First pet free; each additional.....	\$ 2.00	\$ 2.00	0%
	2. Weekly. First pet free; each additional.....	\$10.00	\$10.00	0%
	3. Monthly. Charged per pet including first	\$10.00	\$10.00	0%
D.	<u>Individual Fee.</u> First two people free; each additional person charged.			
	1. Daily.....	\$ 2.00	\$ 2.00	0%
	2. Weekly.....	\$10.00	\$10.00	0%
	3. Monthly.....	\$30.00	\$30.00	0%
E.	<u>Vehicle Fee.</u> Any combination of three axle pieces of equipment (i.e. trailer, fifth wheel, truck/car, storage trailer). Charged for fourth piece.			
	1. Daily.....	\$ 2.00	\$ 2.00	0%
	2. Weekly.....	\$10.00	\$10.00	0%
	3. Monthly.....	\$30.00	\$30.00	0%
F.	<u>Non-Refundable Reservation Fee.</u>			
	1. Before 72 hours.....	\$10.00	\$10.00	0%
	2. 72 hours and after.....		first night's rate	0%
G.	<u>Service Fee Reimbursement.</u> For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port.....	\$75.00	\$77.00	3%
H.	<u>Laundry Machines.</u> per load.....	\$ 2.00	\$ 2.00	0%
I.	<u>Process Fees.</u> Any additional fees incurred by the Port as part of an eviction process.			
	1. Notice.....	\$50.00	\$50.00	0%
	2. FED Complaint.....	\$200.00	\$200.00	0%
	3. Court Hearing.....	\$165.00	\$165.00	0%
	4. Writ of Execution.....	\$140.00	\$140.00	0%

OLD NEW +/-

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

A.	<u>Class A Violation</u>			
	1. 0-14 days, per day.....	\$300.00	\$300.00	0%
	2. 15-29 days, per day.....	\$600.00	\$600.00	0%
	3. 30+ days, per day	\$1,000.00	\$1,000.00	0%
B.	<u>Class B Violation</u>			
	1. 0-14 days, per day.....	\$150.00	\$150.00	0%
	2. 15-29 days, per day.....	\$300.00	\$300.00	0%
	3. 30+ days, per day	\$500.00	\$500.00	0%
C.	<u>Class C Violation</u>			
	1. 0-14 days, per day.....	\$30.00	\$30.00	0%

2.	15-29 days, per day	\$60.00	\$60.00	0%
3.	30+ days, per day	\$100.00	\$100.00	0%
D. <u>Class D Violation</u>				
1.	0-14 days, per day	\$15.00	\$15.00	0%
2.	15-29 days, per day	\$30.00	\$30.00	0%
3.	30+ days, per day	\$50.00	\$50.00	0%
E. <u>Parking Violation</u>. Per event, both vehicles and trailers.				
1.	0-10 days, paid within.	\$40.00	\$40.00	0%
2.	11-20 days, paid within.	\$85.00	\$85.00	0%
3.	21+ days, paid within.	\$125.00	\$125.00	0%

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

A. <u>Public Records Request Fee Schedule</u>.				
1.	Copies of Public Records.....	\$0.25	\$0.25	0%
2.	Copies of Sound Recordings.	---	\$10.00	n/a
3.	Copies of Port By-laws, Codes, Plans, bound documents.	---	\$20.00	n/a
4.	Copies of Nonstandard documents.....	---	\$20.00	n/a
B. <u>Research</u>. Written request required. Hourly rate. ½-hr. min.				
	.....	\$46.75	\$48.25	3%
C. <u>Computer Time</u>. Port operator. Hourly rate. ½-hr. min.				
	.....	\$46.75	\$48.25	3%
D. <u>Faxes/Emailing</u>. Per Page				
1.	Local.....	\$ 1.00	\$ 1.00	0%
2.	Long Distance	\$ 1.50	\$ 1.50	0%
3.	Incoming.....	\$ 1.00	\$ 1.00	0%
E. <u>Long Distance Phone Calls</u>.....				
	.....	\$ 2.00	\$ 2.00	0%
F. <u>Lamination</u>. Per Page, letter size.....				
	.....	\$ 2.00	\$ 2.00	0%
G. <u>Notice Posting</u>. For non-payment of lease or moorage.....				
	.....	\$60.00	\$60.00	0%
H. <u>Failure to Register</u>. For research related to unregistered boats.....				
	.....	\$30.00	\$30.00	0%
I. <u>South Beach Meeting Room</u>. Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers				
	.....	\$75.00	\$75.00	0%
J. <u>Returned Check Fee</u>. Plus bank fees.....				
	.....	\$25.00	\$ 50.00	100%
K. <u>Per Annum Interest Rate</u>. Applied to past due accounts.....				
	.....	18%	18%	0%
L. <u>Collection Agency Mark-up</u>. Added to past due amount. (ORS 697.105)				
	.....	+40%	+40%	0%
M. <u>POV Mileage Reimbursement Rate</u> (IRS).....				
	.....	current	current	0%
N. <u>Travel Reimbursement Rates</u> follow current IRS per diem rates				
	.....	current	current	0%
(http://www.gsa.gov/portal/category/104711)				
O. Impound Seizure Fee. Vessel impounding.....				
	.....	\$550.00	\$750.00	36%
P. Special Use Permit Fee. GM has authority to adjust fee based upon non-profit status and other criteria				
	.....	---	\$1,000.00	n/a
Q. Impound Seizure Fee. Car/Truck/Trailer				
	.....	---	\$100.00	n/a
R. Vessel Moving. Does not include labor rate				
	.....	---	\$250.00	n/a
S. Background Check				
	.....	---	\$25.00	n/a
T. Credit Check				
	.....	---	\$35.00	n/a

Section 7. Insurance Certificate Limits.

A. <u>Leases/Tenants</u>.				
1.	Each Occurrence	\$1.7MM	\$1.7MM	0%
2.	Damaged to Rented Premises (each occurrence)...	\$300,000	\$300,000	0%

3.	Medical Expense (any one person)	\$5,000	\$5,000	0%
4.	Personal & Adverse Injury	\$1.7MM	\$1.7MM	0%
5.	General Aggregate.....	\$1.7MM	\$1.7MM	0%
6.	Products – Comp/Op Agg	\$1.7MM	\$1.7MM	0%
B. Moorage/Vessels.				
1.	Commercial Vessels			
	a. General Liability			
	i. Protection & Indemnity / Wreck Removal	\$250k	\$250k	0%
	ii. Pollution Coverage.....	\$300k	\$300k	0%
	iii. Combine Coverage / Wreck Removal.....	\$600k	\$500k	0%
2.	Recreational Vessels			
	a. General Liability			
	i. Ocean Marine Liability / Wreck Removal.....	\$300k	\$300k	0%
	ii. Pollution Coverage.....	\$300k	\$300k	0%
	iii. or Watercraft Liability, specifically includes wreck removal and pollution. Umbrella clauses must identify boats exceeding 25 ft.			
	.....	\$500k	\$500k	0%
3.	Charter/Guide Vessels			
	a. General Liability.....	\$1.7MM	\$1.7MM	0%

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

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

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

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this XXXX day of June, 2015.

ATTEST:

Walter Chuck, President

Ken Brown, Secretary/Treasurer

PORT OF NEWPORT
RESOLUTION NO. 2015-___

A RESOLUTION ADOPTING A PUBLIC RECORDS POLICY

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

WHEREAS, according to ORS 192.420, every person has the right to inspect any nonexempt public record of the Port of Newport subject to reasonable procedure, and

WHEREAS, the Port of Newport recognizes that some informal requests for public records may exceed its ability to provide the requested documents by electronic means or that the public may prefer to submit a formal request for records, and

WHEREAS, the Port of Newport recognizes and respects the public's right to public documents and the importance of maintaining orderly files to facilitate public access in an efficient and cost-effective manner, and

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

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

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Port shall permit inspection and examination of its non-exempt public records during regular business hours in the Port's offices, or such other locations as the Port may reasonably designate from time to time.

Section 2. All requests to inspect a public record should be in writing when possible with the date, name, address, email address, and signature of the person making the request.

Section 3. The request form must contain the specific records requested, furnishing the dates, subject matter and such other detail as necessary to enable Port personnel to readily locate the records sought.

Section 4. The Port shall respond to all public document requests within five working days or explain why more time is needed for a full response.

Section 5. The Port shall not create any new documents or customize any existing documents in response to a records request.

Section 6. If the public record is maintained in machine readable or electronic form, staff shall provide copies of the public record in the form requested, if available. If the record is not available in the form requested, it shall be made available in the form in which it is maintained.

Section 7. A person making a public record request may personally inspect the requested document during normal business hours. A Port staff member must be present while any original public records are being inspected to insure protection of the documents.

Section 8. Providing nonexempt public records is a governmental activity covered by the American with Disabilities Act (ADA). The Port will provide an opportunity for individuals with disabilities to request an alternative form.

Section 9. A staff member must review the requested document to make certain the record does not contain any exempt information before releasing the public record for inspection. If a document does contain exempt information, a copy, in lieu of the original, will be provided for inspection with the exempt portion blanked out.

Section 10. Original public documents may not be taken out of the Port's custody.

Section 11. Port records shall be released only under the conditions that the records are "public" records; the records are not exempt from disclosure under ORS 192.410 - 192.505. In order to recover its costs for responding to public records requests, the following fee schedule is adopted:

- (a) Copies of Public Records: Copies of public records shall be \$.25 cents per page for standard, single-sided, letter size copies.
- (b) Copies of Port Code or By-laws: Copies of the Facilities Code or Bylaws shall be \$20.00.
- (c) Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the Port.
- (d) Research Fees: If a request for records requires Port personnel to spend more than 30 minutes compiling a record to meet the person's request, the minimum fee shall be the actual labor rate per hour or portion of a half hour unit, with a minimum charge for one half hour. Such calculations shall include time spent by staff in locating the requested records, reviewing the records in order to delete exempt material, supervising the inspection of original documents, and copying the records. The Port shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
- (e) Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the Port's normal operation, the Port may impose such additional charges as are necessary to reimburse the Port for its actual costs of producing records.
- (f) Fee Waivers or Reduction:
 - (1) Copies of public records may be furnished without cost or at a substantial reduction if the General Manager determines the waiver is in the public interest because making the record available primarily benefits the general public.
 - (2) A person requesting a waiver of charges shall file a written request to include his/her identity, the purpose for which he/she intends to use the information, and whether he/she can demonstrate the ability to disseminate the information to the public. The General Manager will review the waiver request while also considering the requester's ability to pay and any financial hardship on the Port that might arise from granting the waiver.
 - (3) Copies of routine materials requested by the news media will be made without charge. Any non-routine materials requested by the news media will be charged at the fee described above.
 - (4) Copies of routine materials personal to a requester will be furnished without charge. Any non-routine materials requested will be charged at the fee described above.

- (5) Copies of routine materials requested by any Port of Newport elected official or appointed advisory body member will be furnished without charge if the request relates to information needed in his/her official capacity. Any other materials requested will be charged at the fee described above.
- (6) Routine materials are defined as those items already regularly produced during the Port's regular course of business.

PUBLIC RECORDS REQUEST

Name _____ Date _____

Address _____ Phone _____

Email Address _____

I wish to ___ view / ___ receive copies of the following public records:

Name or topic of the document(s) _____

Date(s) of the document(s) _____

I request that the fees be waived in whole or part ___ Yes ___ No (See back for explanation)

Reason for the Request of the Record (Complete only if there is a request to waive fees)

For Office Use Only

Info Compiled By _____ Date Completed _____

Amount Due _____ Date Delivered _____

STANDARD FEE SCHEDULE

1. The standard fee for the reproduction of documents is \$0.25 per page.
2. Copies of the Port Facilities Code or the Port Bylaws are \$20.00.
3. Copies of maps and other nonstandard documents shall be charged in accordance with the actual costs to the Port to replicate the documents.
4. If the request for documents requires more than 30 minutes of research, the minimum fee will be calculated in 30 minute increments at the Port's labor rate, with a minimum fee for 30 minutes.

CRITERIA FOR THE WAIVER OR REDUCTION OF FEES

1. Copies of the public record may be furnished without cost or at a reduced cost if the General Manager determines (1) the production of the record primarily benefits the general public; (2) the person making the request has the ability to disseminate the information to the public; (3) the inability of the requester to pay the fees; (4) and the waiver would not impose a hardship on the Port of Newport if the fees are waived or reduced.
2. Copies of routine materials requested by the news media will be provided without charge. Non-routine requests will be charged according to the fee schedule.
3. Copies of routine materials that are personal to the requester shall be provided without charge. Non-routine materials shall be charged according to the fee schedule, unless a fee waiver or reduction is provided based on other criteria.
4. Copies of routine materials requested by any Port of Newport elected official or a member of a Port advisory body will be furnished without charge if the requested information is needed in his or her official capacity. Any other materials will be charged according to the fee schedule.
5. Routine materials are defined as those items already regularly produced during the Port's normal course of business.

COMMON EXEMPTIONS FROM PUBLIC RECORDS REQUESTS

Oregon State law allows for some materials generated by public entities to be exempt from public records requests. Exemptions relevant to the Port would include public employees' addresses, social security numbers, birth dates and phone numbers, or other personal information that would constitute an invasion of privacy. Documents containing real estate negotiations can be withheld. For more information, go to Oregon Revised Statutes (ORS) 192.410 to 192.505.

AGENDA ITEM: GENERAL MANAGER'S REPORT

ROGUE BREWERY EXPANSION

Negotiations are continuing. Brett and I have agreed to meet weekly though Spring Break will set us back a week. I will be meeting with Ron Stillmaker, who is an engineer with SHN Consulting Engineers on Monday. SHN produced the Port's Capital Facilities Plan in January 2013 and I would like to discuss options with developing a plan that would fill in the old boat ramp, relocate the service dock gangway and create a new traffic pattern connecting the dry camping lot and the House of Spirit parking lot. Filling in the old boat ramp is a Tier 3 project in the CFP but the Port would be wise to develop a firmer plan for how that area could be regained. I hope to have a contract in front of you to review at the April meeting.

INTERNATIONAL TERMINAL UPDATE

Final touches on the mitigation project include setting barriers along the bridge edges to be done next week. NMC needs to remove their forklift which should be done next week as well.

Teevin has inquired about a lease option with the Port on its 9-acre site. The Port may need to look into developing the lay down area that could be leased to Teevin. The cost of developing the site is extensive and would require grants to complete. Assuming the grant was received, this would allow a public private partnership that could get the site up and running. The Port's attorney is currently drafting a lease option document that could be reviewed by the Teevin and the Port with ultimate Port Commission approval.

Walter, Jim Durkee and I had a phone conference with Jim Knight, CEO Port of Astoria, who previously ran the largest log yard on the west coast at the Port of Olympia. It was very insightful. Some of the high points: (1) storm drainage rules in Oregon are less than those in Washington and California. He suggested any storm drainage development be built with the ability to meet the higher standard that could be required by the feds at any time; (2) He thought that 9-acres could be tight for a 5.5mbf log shipment. Their facility in Astoria is closer to 20-acres for the same sized shipments; (3) the labor issues are very similar from what the Port has been told by local 53 of ILWU so no surprises there; (4) Port of Astoria nets \$25k off each load.

PNWA MISSION, MARCH 1-5

Had a very productive trip to DC with the Pacific NW Waterways Association. In addition to numerous meetings with our federal delegation staffers, I also met with the Office of Management and Budget and learned that OMB has ultimate red pen authority over the USCG and USACE budget. Also met with USACE staff about prognosis for continued dredging here in Yaquina Bay. The Corps again received \$3MM for federal channel dredging.

Also joined the Newport Fishermen's Wives in a visit to USCG Headquarters. They did a great job of educating the brass at HQ; many of the issues they had not previously heard (such as our Air Facility being the only one in Oregon located outside the tsunami zone).

My recommendation to NFW is that they consider paying for lobbying services to help facilitate the differences between House and Senate priorities. DeFazio is a high ranking official in the House T&I committee and does not need South Carolina assistance. Merkley is a low ranking member of the Appropriations Comm. He needs SC collaboration. I believe it will take a

professional in DC to properly manage the relationships between the various staffers to ensure that a permanent solution can be negotiated.

SEA LION ISSUES

I have not had time to further evaluate the agreement with the Sea Lion Foundation due to other priorities.

We have had considerable issues with the Sea Lions this month. I have been in touch with NOAA-Fisheries and discussed legal ways that the Port can deter Sea Lions. (see attachment in packet). The Harbormaster has a crewman wearing a bright safety vest that clearly indicates that he is a port employee. Another crewman engages the crowd at the boardwalk (also in bright safety vest) to educate and explain the rules and reasons. The Sea Lions have done considerable damage cracking concrete and popping rub boards and whalers. Staff is taking photo of the damage. The advantage of the air rifle and paint balls is that staff does not have to engage the animals. (Port crew is normally 20-ft. away when they use the rifle.) Using paint guns is legal as long as the heads are avoided and the skin is not broken. It's a tough issue and we're collaborating with other ports to consider other efficient means for deterring California Sea Lions.

SOUTH BEACH VISION PLAN

Received a \$40k grant from OBDD for Vision Plan. Working with EDALC to write another grant for the remaining balance from Transportation Growth Management. The refined Vision Plan which will include reviewing the Port's Mission, Vision and Goals will most likely cost as much as \$80k compared to other similar projects around the state. Grant would be available to spend Jan. 1, 2016 and project completed by July 1, 2016.

CAPITAL FACILITIES PLAN UPDATE

Updated CIL is in your packet. Staff continues to review and prioritize projects and will provide recommendations on projects at the April 7 work session.

ORGANIZATION LIAISONS

Included in your packet is the most recent list of liaisons that I have. We should review areas of Commission interest and update.

STATEMENTS OF ECONOMIC INTEREST

Just a reminder that it's time for elected officials to complete and submit the forms to the Oregon Ethics Commission. Port Commissioners are required to submit their SEIs no later than April 15th. Roxie will get those to you this evening if you haven't already picked yours up.

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PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Tuesday, March 24, 2015, 6:00 p.m.
Port of Newport Marina and RV Park Activities Room
2120 SE Marine Science Drive, Newport, OR 97365

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

- I. Call to Order 6:00
- II. Changes to the Agenda 6:01
- III. Public Comment 6:02
- IV. Consent Calendar 6:08
 - A. Minutes
 - 1. Regular Meeting – February 24, 2015
 - B. Financial Reports
 - C. Special Use Permit – Davis Shows, Carnival, April 30, 2015
 - D. Special Use Permit – Newport Marathon, May 30, 2015
 - E. Special Use Permit – Barrel to Keg Race, July 18, 2015
- V. Correspondence/Presentations..... 6:13
 - A. Joe Novella, Oregon Boating Foundation
 - B. Newport Urban Renewal District
 - C. The Capital Club
 - D. U. S. Coast Guard Response Cutters
 - E. NOAA Recreational Mitigation Projects
- VI. Old Business
 - A. Accounts Paid 6:25
 - B. Resolution Setting Rates, Fees and Charges (ORS 294.160) 6:32
- VII. New Business
 - A. Port of Newport Public Records Policy
- VIII. Staff Reports
 - A. Departmental Reports 6:43
 - 1. Steve Larrabee, Director of Finance
 - 2. Rick Fuller, NOAA Facilities Manager
 - 3. Kevin Bryant, Commercial Marina Harbormaster
 - 4. Jim Durkee, Terminal Operations Manager
 - 5. Penny Gabrielson, South Beach Occupancy Report
 - 6. Chris Urbach, South Beach Marina Harbormaster
 - 7. Mike Goff, TCB Security
 - B. General Manager’s Report 6:53
 - 1. Rogue Brewery Expansion
 - 2. International Terminal Update
 - 3. Pacific NW Waterways (PNWA), Mission to DC, Mar. 1-5
 - 4. Sea Lion Issues
 - 5. South Beach Vision Plan
 - 6. Capital Facilities Plan Update – Project List
 - 7. Organizational Liaisons
 - 8. Commissioners’ Statements of Economic Interest
- IX. Commissioner Reports..... 7:05
- X. Calendar/Future Considerations 7:15
 - A. 03/24 Regular Commission Meeting
 - B. 04/07 Commission Budget Priorities Work Session

- C. 04/08 Fishermen's Forum
- D. 04/14 Second Commission Budget Work Session, if needed
- E. 04/28 Regular Commission Meeting (Yaquina Bay Yacht Club)
- XI. Public Comment 7:20
- XII. Adjournment 7:25

Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

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

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FACILITY MANAGER'S MONTHLY REPORT

FACILITY: NOAA MOC-P
DATE: 3/18/2015
PERIOD: February - January 2015
TO: Kevin Greenwood
ISSUED BY: Rick Fuller

NOAA MOC-P

Upland: Regular scheduled maintenance was performed as scheduled. Installation of protective kick plates and corners was finalized. Tim O'Conner of Climatech (BAS software provider) visited the site for review of the BAS system. Tim will be looking into an updated interface that would network the existing energy monitoring system into the BAS for ease of use. A Kone elevator technician was onsite to provide retrofits as required by the manufacture.

Concerning the utility cover purchase order #26172, a claim for full return of deposit funds plus expenses was filed with the Lincoln County small claims court. Ken Fuller of Ken Fuller Upholstery, was served by the Sheriff's department and has responded to the claim within the required 14-day period. A court/arbitration hearing date is pending.

Wharf & In-water: The east wharf areas at berths 5-6 were power washed following the removal of ships gear. All wharf shore power units and their large pull switches have been labeled for easier identification and safety.

The Rainier remains at dock for maintenance and training until April. See 2015 bar crossing log for bar activity to date. Total NOAA full time building occupancy remains at 74% of total office space.

Specific work this period:

- Regular scheduled monthly, preventative maintenance
- Grounds maintenance
- Installation of stainless steel door and corner protection
- Installation of vinyl identification labels installed at all shore power units and pull switches
- Maintenance to admin building boiler system and repair of small leak
- Troubleshoot & repair air conditioning unit ACU-3-W
- Cabinet repair at kitchenette and printer area
- Installation of sign post chain guard at main security gate
- Power wash east wharf

NOAA permit obligated recreational access points:

- Met and reviewed with K. Greenwood requirements by DSL (NOAA permit obligation) on two (2) recreational access points per latest phone conference call 2/16/2015.
- Contacted Carrie Landrum of DSL who said the access points had to be "access points for crabbing" which would require a different type of access other than a ramp to a beachhead. Because of the initial involvement and discussions with DSL, K. Greenwood and Commissioner W. Chuck are working on finalization of access points use, location, and design criteria.
- Met with David Weisenback of State Parks to review latest information regarding state parks involvement with earlier plans for recreational access plans at the south jetty. State parks position is positive and will be included should the south jetty be used for access.

- Contacted Kate Groth of USACE regarding earlier plans indicating two access ramps at the south jetty. Initial response is negative as USACE discourages recreational use of or on the jetty rock structure. The idea of even small structural changes to the jetty for the purpose of access ramps is initially negative.

USCG FRC Home Port study: Since the initial NOAA facility tour, I have provided or have given direction to information regarding NOAA MOC-P site conditions to project personnel of Amec Foster Wheeler Inc. as it pertains to the USCG Fast Response Cutter Homeport Feasibility Study. On 3/16/2015 a notice letter was sent to local, state, and federal agencies that NOAA MOC-P was one of three locations to be considered per the study. Further information is being asked of agencies in an effort to provide information regarding the next phase in the form of an environmental assessment (EA) report. NOAA's upper command is aware of the project and is generally supportive at this time. Because of its implications, I recommend expanding the dialog to include a broader scope of interests.

NOAA MOC-P Bar Crossing Log 2015

NAME	ARRIVAL	DEPARTURE	ROSTER#	NOTE
Oscar Dyson		1/13/2015	39	Bound for Alaska
Shimada	1/30/2015	1/31/2015	23/29	Return from California
Shimada	2/4/2015	2/11/2015	29/36	Bound for Vancouver
Shimada	3/3/2015	3/8/2015	35/27	
TOTAL			218	

MEMO

To: Port of Newport Commission

From: Kevin Bryant, Commercial Harbormaster

Copy: Port of Newport Staff

Date: March 18, 2015

Re: March Staff Report

Maintenance

We received a notice from the Historical Society that it is time for us to do our annual brush clearing hillside project, which we will get to as soon as crew and weather permits. We are in the process of remedying some safety issues identified by OSHA. This follows an OSHA inspection that we had requested.

We have been trying to politely and patiently discourage sea lions from overloading the commercial docks. At times, the docks have been completely submerged from the collective weight of the sea lions.

Construction:

Staff installed two tiles on the Fishermen's Memorial Walk along the Port property. We have also installed signage at the Port Dock 5 parking lot, distinguishing the parking area for Local Ocean from the commercial port parking.

Fishing Fleet Activity

Buyers are still active at the hoist dock. Crab pots are still coming in and salmon and shrimp gear are being loaded in anticipation of the upcoming commercial seasons.



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

To: Port of Newport Commission
From: Jim Durkee, Terminal Operations Supervisor
Copy: Port Management Staff
Date: March 18th, 2015
Re: March 2015 Manager's Report

Maintenance

The continued quiet on the dock gave me time to continue with general maintenance around the facility and the good weather even allowed for a little weed management.

I did the periodic maintenance on the Grove 30 ton crane myself again this year. This saves the port over \$3,000. I will have Coast Crane come down in August for the other PM and annual certification.

Fishing Fleet

The fishing vessel Pacific did some major engine work at the dock as well as some refrigeration work. While at the dock a welder came up missing off the boat. I spent some time going back through the security videos but did not find anything. The recorder only holds three and a half days from the three cameras so we need to look at expanding the memory. I would like to be able to go back two weeks...

The shrimp fleet began loading gear on vessels and continues to work on nets.

Other Activities

Worked with Frank Berg & Natt McDougall Co. to complete projects and demobilization.

Going over Annual Performance Evaluation and filling in comments and goals.

Getting quotes for air compressor and power.

Getting quotes for capital improvements list.

High winds on the 15th knocked over the fence. I went ahead and took apart the section that fell and stacked up forty panels. Thanks to Kevin Corwin for picking up the base blocks, my back wouldn't have made it! Since we have no real use for the fence at this time, and our one year lease is nearing its end, I called SCS and told them they could pick it up at their convenience.

Overview of February Services

2 fishing vessels spent a total of 25 days moored at the Terminal dock.

5 vessels used the Terminal dock for work.

14 hours of forklift service were provided.

9 hours of crane service were provided.

South Beach Report

To: Port of Newport Board of Commissioners

From: Penny, South Beach Marina & RV Park

Date: March 11, 2015

Re: **February 2015** South Beach Occupancy Report

We were filled to capacity again this year for the Seafood & Wine Festival. Prepayment in full was required when booking reservations which made the registration process quick and efficient. A mobile security shed placed at the entrance of Dry Camping and manned by Mark helped provide some order to the RV check-ins to that area.

An RV group called the GMC Cascaders had their Valentine's Day rally at the Marina Park February 13th – 15th. They had 17 sites occupied with their vintage GMC RVs.

Barb and Dan Martin, Penny Gabrielson, Devin Whaley, and Bryan Farmer represented the Port at the Saltwater Sportsman's Show in Salem the last weekend in February. It was a good show for the Port and we already signed up one new annual moorage from this event and Barb sold about 8 annual launch passes.

We are grateful to have a new full time employee at the South Beach office. Vanessa Anderson came on board February 2nd and her organizational skills and knowledge will be a great asset to the Port.

February Bookings	Front Office	On Line
RV Sites	354	78
Boat Slips	38	0

February Occupancy Figures:

	2014	2015	Change
Marina	6028	5884	-2.39%
Marina RV	604	1028	70.20%
Annex RV	226	323	42.92%
Totals	830	1351	62.77%



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MANAGERS REPORT

To: Port of Newport Board of Commissioners

From: Chris Urbach, Harbormaster

Copy: Port Management Staff

Date: March, 16 2015

Re: South Beach Operations

With the weather being so good we have been very busy with trying to keep up with the mowing and dock clean up but things are looking really good.

We have started the cleaning and prep work on the CXT restroom in order to get it painted before the season gets here.

We installed new aluminum hinges on the reader board cabinets at the ell grass site the old hinges were steel and had rusted out. When we order cabinets for the rest of the sites we will specify s/s or aluminum.

We should have the last of the trespass notice people dealt with by the end of June that is when moorage agreement runs out this is the best we could do even with going to court.

I forgot to mention that we sold two of the surplus washers last month. They went to Gold Beach.

I have been working with Kevin and Steve on project list and budget numbers it is good to be getting this done.

I will be getting staff evaluations done in the next couple weeks.



TCB Security Services, Inc.

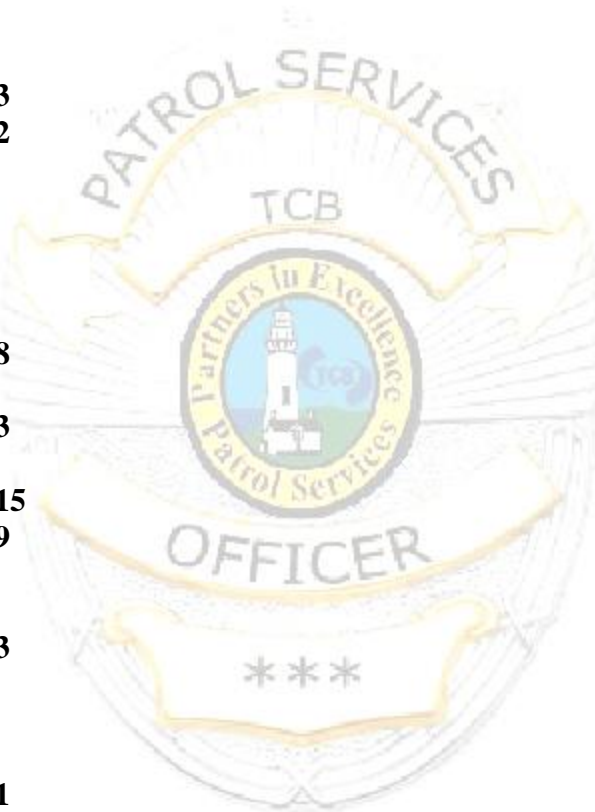
437 N.E. 1st St
Newport, Or. 97365

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

Port Of Newport February 2015 Public Safety Report

Man Hours Worked: 371
Court Time:

Assist Other Agency	1
Boat Inventory	53
Boat Related Incidents	12
Civil Service	5
Criminal Mischief	1
Disorderly Conduct	1
Domestic Disturbance	1
DUII	1
Field Interviews/Contacts	28
Intoxicated Subjects`	2
Foot Patrols	83
Open Doors	5
Patrol Checks	415
RV Inventory	29
Theft	1
Suspicious Activities	6
Suspicious Vehicle	43
Noise Complaint	2
Trespass	4
Port of Newport Citations	5
City Of Newport Citations	11
Dispatch Phone Calls	54
Information Report	4



Other:

Seafood and wine weekend was very busy on port property. We increased officer coverage both Friday and Saturday. We have been continuing to increase our officer indicated contacts and field interviews.

Submitted By: Mike Goff



NOAA FISHERIES West Coast Region

Potential Deterrence Methods for Pacific Harbor Seals, California Sea Lions, & Eastern U.S. stock Steller sea lions August 2014

The following list of “potential methods” and “deterrents to avoid” is not an exhaustive list of non-lethal methods or techniques. If you have questions about protecting your property and/or fishing gear and catch from nuisance Pacific harbor seals, California sea lions, and Eastern U.S. stock Steller sea lions please contact our marine mammal specialists: mammal specialists: (Seattle, WA) Brent Norberg, 206-526-6550; Lynne Barre, 206-526-4745; (Long Beach, CA) Monica DeAngelis, 562-980-3232; Penny Ruvelas, 562-980-4197.

Note: Some of the methods listed (such as loud noise or pyrotechnics) may not be appropriate for use in some areas, or are subject to prohibition under federal, state or local ordinances. The presence of ESA listed species (marine mammals or fish) in some areas may advise against the use of certain methods. Please consult with appropriate authorities to determine if such prohibitions exist in your area, or if ESA-listed species may be encountered.

Potential methods for use by private property owners to deter Pacific harbor seals, California sea lions, and Eastern U.S. stock Steller sea lions from damaging property (developed waterfront, decks, docks, floats, piers, bait receivers, vessels at anchor, etc.).

Barriers & Exclusion Devices:

- fencing (e.g., plastic construction/snow fence, chain link)
- closely spaced posts
- bull rails
- electric livestock fencing
- netting
- swim step protector

Visual Repellents:

- flags, pinwheels, or streamers
- flashing lights or strobes
- balloons
- human attendants/monitors

Noise Makers:

- horns, whistles, bells
- electronic acoustic devices (Acoustic Harassment Devices)
- clapping, banging on pots, pans, drums; empty aluminum cans on a string banging together
- music
- starter pistols
- pyrotechnics (e.g., bird screamers, bangers, firecrackers)
- propane canons

Physical Contact:

- high or low pressure water hoses
- sprinklers, sprayers
- crowder boards
- bull poles (blunt tip), brooms
- cattle prod (these products produce only a mild electric shock designed for handling livestock and are in no way related to “stun guns” designed for self-defense)
- toy water guns (e.g., “Super Soaker®”)
- non-toxic and water soluble paint ball or air soft guns
- slingshot
- chemical irritants (e.g., non-toxic pepper spray, mace) used for animal control (there are many municipal and state ordinances controlling the use and possession of these irritants)

Note: Guard dogs are not included on the list of suggested measures because of risks to both dogs and marine mammals, including the potential risk of disease transmission between them.

- more -

N	2	Pay Station Machine	\$19,999	FY1516 REQ
N	2	Repair Service Dock	\$49,999	FY1516 REQ
done	3	South Beach/Fishing Pier Storm Sewer Outfall Replacement	\$85,172	2013 CFP
done	O	South Beach Marina Fuel Facility - Tank Replacement	\$221,677	2013 CFP

SUBTOTAL **\$7,107,452**

3. INTERNATIONAL TERMINAL

Priority	CFP Priority	Project	Current Cost	Reference document
L	2	International Terminal Fire Water Line Loop	\$134,437	2013 CFP
		Consolidation lay-down yard for break-bulk, container shipping	\$4,499,887	2014 Teevin
		Grading of Port's 9-acre lot	\$49,999	2015 qutoe
		Grading of Hall Property	\$499,987	2015 qutoe

SUBTOTAL **\$5,184,310**

4. RECREATIONAL VEHICLE PARKS

Priority	CFP Priority	Project	Current Cost	Reference document
S	1	Upgrade Sattelite Equipment	\$6,000	FY1516 REQ
S	1	Dryers (x7)	\$8,000	FY1516 REQ
N		Relocate RV dump site	\$10,000	FY1516 REQ
L	2	Renovate RV Park Annex	\$696,700	2013 CFP

SUBTOTAL **\$720,700**

5. OTHER FACILITIES

Priority	CFP Priority	Project	Current Cost	Reference document
N	1	New Port Offices/Parking Area/Customs Office	\$926,979	Capri 2014
N	2	Rogue Brewery (Dry Moorage Building) North Wall/Siding Replacement	\$158,341	2013 CFP
N	2	Rogue Brewery (Dry Moorage Building) Foundation/Seawall Stabilization	\$316,682	2013 CFP
L	3	Fishing Pier Replacement	\$1,566,961	2013 CFP
		Other Tenant Improvements		

SUBTOTAL **\$2,968,963**

6. VEHICLES AND EQUIPMENT

Priority	CFP Priority	Project	Current Cost	Reference document
N	1	Skiff and motor for marina OPS (SB)	\$12,000	FY1516 REQ
N	1	Electric maintenance cart (SB)	\$19,999	FY1516 REQ
N	2	small utility truck (OPS)	\$15,000	FY1516 REQ
N	1	utility truck for Commercial side	\$19,999	FY1516 REQ

SUBTOTAL **\$66,998**

SUMMARY TOTAL

1	COMMERCIAL MARINA	\$10,286,894
2	RECREATIONAL MARINA	\$7,107,452
3	INTERNATIONAL TERMINAL	\$5,184,310

4	RECREATIONAL VEHICLE PARKS	\$720,700
5	OTHER FACILITIES	\$2,968,963
9	VEHICLES & EQUIPMENT	\$66,998
	TOTAL	\$26,335,317

NOTES

- S - Short Term (next budget year)
- N - Near Term (years 1 to 5)
- M - Mid Term (years 6 to 10)
- L - Long Term (years 11 to 20)



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

MEMBERSHIP LIAISONS

As of March 16, 2015.

Cascade West Council of Governments* - must be elected

JoAnn Barton

Cascade West Economic Development District* -

Kevin Greenwood

Cascade West Economic Development District* -

Kevin Greenwood

Cascade West Area Commission on Transportation* - alternate may be staff

JoAnn Barton

David Jincks (alt)

Oregon Coastal Zone Management Association

(OCZMA)*# -- alternate may be staff

Walter Chuck

Pacific Northwest Waterways Association (PNWA)*

Kevin Greenwood

Mid Coast Watershed Council

Walter Chuck

Oregon Public Ports Authority (OPPA)*=

Kevin Greenwood

Economic Development Alliance of Lincoln County

(EDALC)*

Kevin Greenwood

Special Districts Association of Oregon (SDAO)*

Kevin Greenwood

Yaquina Bay Economic Foundation (YBEF)*

Kevin Greenwood

Ken Brown

Yaquina Bay Ocean Observing Initiative (YBOOI)*

JoAnn Barton

Kevin Greenwood

North America Ocean Observing (NANOOS)*

Kevin Greenwood

Coastal Marine Experiment Station (COMBS)*

Dean Fleck

Pacific Coast Congress of Harbormasters and Port Managers (PCCHPM)+

Kevin Greenwood

Jim Durkee

Kevin Bryant

Chris Urbach

Fishermen Involved in Natural Energy for Tillamook County (FINE)~

Walter Chuck

Newport Chamber of Commerce (NCOOC)*

Kevin Greenwood

Northwest National Marine Renewable Energy Center Advisory Committee (NNMREC)&

Walter Chuck

Department of Geology and Mineral Industries Marine Advisory Committee (DOGAMI)&

Walter Chuck

Oregon Department of Fish and Wildlife Sportfish Advisory Committee (ODFW)&

Walter Chuck

Ocean Policy Advisory Council (OPAC)&

Walter Chuck

*paid/mandated membership

#must be elected commissioner

~community organization (no port vote or membership)

+paid professional organization

&personal or non-port related board membership

*=Paid via SDAO membership

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Serving the Maritime & Recreational Communities

Newport International Terminal (541) 265-9651

Newport Marina at South Beach (541) 867-3321