

PORT OF NEWPORT REGULAR MONTHLY COMMISSION MEETING AGENDA

Tuesday, April 30, 2019, 6:00 p.m.

South Beach Activities Room

2120 SE Marine Science Drive, Newport, OR 97365

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

I.	Call to Order	Page
II.	Changes to the Agenda	
III.	Public Comment (3 minute limit per person)	
IV.	Consent Calendar	
A.	<u>Minutes</u>	<u>Date (2019)</u>
1.	Commission Special Meeting	March 18.....3
2.	Commission Work Session	March 20.....5
3.	Regular Commission Meeting	March 26.....7
4.	Commission Work Session	April 2.....13
5.	1 st Budget Priorities Work Session	April 9.....15
6.	2 nd Budget Priorities Work Session	April 23.....19
B.	Special Use Permits	
1.	Rogue Brews on the Bay Coastal Brew Fest	23
2.	Newport Marathon	31
3.	CSC Barrel to Key Relay	37
4.	U-DA-MAN Fishing Tournament	49
5.	Newport Fishermen's Wives Blessing of the Fleet.....	57
6.	OSU and Scientific Boating Safety Association (SBSA) Motorboat Operator Training Course (MOTC)	61
C.	Committee Minutes	
1.	Commercial Fishing Users Group Draft	April 18.....67
V.	Correspondence/Presentations	
A.	Roy Kinion, County Public Works Director Request for Storm Drainage Easement	71
B.	Commercial Fishing Users Group Committee, Heather Mann, Chair Fishing Industry Recommendation on NIT Use and Proposed Rates	
C.	City of Newport 4th of July Fireworks Display Proposal City of Newport Fire Department	
VI.	Old Business	
A.	Items Removed from Consent Calendar	
B.	Amendment #2 BergerABAM contract	81
C.	Revised Budget Priorities for Review	85
D.	Resolution Setting Rates, Fees & Charges for Review.....	101
VII.	New Business	
A.	Rogue House of Spirits Lease Amendment	113
B.	Skyline Sheet Metal Lease.....	119
C.	Contract for Asphalt at NIT for Gear Storage	129
VIII.	Staff Reports	
A.	Accounting Supervisor.....	131
B.	Director of Operations	133
1.	March Occupancy Report	137

- C. General Manager.....139
- IX. Commissioner Reports/Comments
- X. Calendar/Future Considerations

<u>Item</u>	<u>Date (2019)</u>
Loyalty Days Carnival	May 3 - 5
1 st Budget Committee Meeting; 6:00 pm	May 14
2 nd Budget Committee Meeting; 6:00 pm (if needed)	May 21
Rogue Brews on the Bay Brew Fest	May 17 – 18
Memorial Day – Port Office Closed	May 27
Regular Commission Meeting	May 28
Newport Marathon	June 1
Public Hearing & Adopt Budget Resolution; 6:00 pm	June 25
Regular Commission Meeting	June 25

- XI. Public Comment (3 minutes limit per person)
- XII. Adjournment

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

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

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

-###-

PORT OF NEWPORT MINUTES

March 18, 2019

Commission Special Meeting & Executive Session

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

Agenda Item

Audio

Time

I. CALL TO ORDER

0:00

Commission Vice-President Sara Skamser called the Commission Special Meeting of the Port of Newport Board of Commissioners to order at 2:01 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Teri Dresler, Interim General Manager and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Kiera Morgan, YBC Radio & PNWNE; Jim Cline, Rogue; and Bret Yager, Newport News-Times.

II. Skamser announced the Commission would enter into EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(a) TO CONSIDER THE EMPLOYMENT OF AN OFFICER, EMPLOYEE, STAFF MEMBER OR AGENT.

0:25

No decisions were made in Executive Session. The Executive Session was adjourned at 4:05 pm

III. RE-ENTER SPECIAL MEETING

1:20

Skamser reopened the Special Meeting at 4:10 pm. She reminded those present about the options for public comment.

IV. GENERAL MANAGER RECRUITMENT UPDATE

1:50

Skamser spoke about the thorough process completed for the General Manager search.

A motion was made by Lackey and seconded by Burke to authorize Skamser to enter into negotiations with assistance from SDAO and Dresler including contingencies as desired for General Manager with Paula Miranda. The motion passed 3 – 1 with Chuck opposing.

Chuck commented that he appreciated the search efforts and looked forward to working with the new General Manager.

V. PUBLIC COMMENT 3:47

There was no public comment at this time.

VI. ADJOURNMENT 4:05

Having no further business, the meeting adjourned at 4:15 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT MINUTES

March 20, 2019
Commission Work Session

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

Agenda Item

Audio Time

Part 1
0:00

I. CALL TO ORDER

Commission President Stewart Lamerdin called the Commission Work Session of the Port of Newport Board of Commissioners to order at 12:08 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Teri Dresler, Interim General Manager; Aaron Bretz, Director of Operations; and Karen Hewitt, Administrative Supervisor.

Consultants: Scott Keillor and Nicole McDermott of BergerABAM, and Brian Winningham of BST Associates.

Members of the Public and Media: David Harlan, Business Oregon; Doug Cooper, Hampton Lumber; and Robert Smith, F/V Raven.

II. PUBLIC COMMENT

0:31

There was no public comment at this time.

III. STRATEGIC BUSINESS PLAN & CAPITAL FACILITIES PLAN DRAFT REVIEW

0:38

Dresler introduced the consultants. She said the draft included comments from the previous work session, open house, stakeholder interviews and staff comments. She explained this draft does not include the financial plan. Dresler said they planned to have a final version for Commission approval at the April 23rd Regular Meeting, and would provide a copy for the Commissioners to review in advance of the meeting. Dresler introduced Harlan and explained the next steps that would be taken once the plan was approved by the Commission. She mentioned this same presentation would be made at the open house that afternoon.

Keillor, McDermott and Winningham made a presentation on the Strategic Business Plan & Capital Facilities Plan Update draft, fielding questions and comments from the Commissioners. Both the draft plan and the presentation are included in the Meeting Packet. Keillor explained that the engineer who help draft the facilities assessment had reviewed that assessment with Bretz. There was some discussion about how to make the changes to be made transparent with the public. There was additional discussion about the research into markets and data. The Commission and consultants spoke about the difficult decisions regarding investment in port assets and return on investment, as well as possible revenue sources. Harlan added this was a common problem for ports. He also spoke about the Pacific Northwest Waterways Association (PNWA) advocacy for

ports in Washington, DC. There was talk about area job opportunities supported by the Port, leased property. There was additional discussion about possible users of the International Terminal, project prioritization, and the Port’s role in environmental mitigation. (Burke left the meeting at 1:55 pm). Harlan suggested including a statement of the Port’s political situation in neutral terms to help build a trusting relationship with the state.

IV. PUBLIC COMMENT.....

Part 2
1:23:07

There was no public comment at this time.

V. ADJOURNMENT

1:23:13

Having no further business, the meeting adjourned at 2:52 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT MINUTES

March 26, 2019

Regular Commission Meeting

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

<u>Agenda Item</u>	<u>Audio Time</u>
I. CALL TO ORDER.....	Part 1 0:00
Commission President Stewart Lamerdin called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 6:05 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.	
<u>Commissioners Present:</u> Walter Chuck (Pos. #1), Secretary/Treasurer; Sara Skamser (Pos. #2), Vice President; Stewart Lamerdin (Pos. #3), President; and Jeff Lackey (Pos. #4). Jim Burke (Pos. #5), was absent.	
<u>Management and Staff:</u> Teri Dresler, Interim General Manager; Aaron Bretz, Director of Operations; and Karen Hewitt, Administrative Supervisor.	
<u>Members of the Public and Media:</u> Jay Yelas, C.A.S.T. for Kids Foundation; Jim Durkee, NOAA Facilities Manager; Pat Ruddiman, ILWU; Charles Collins, Collins Cove Sailing; Jim Cline, Rogue; Rex Capri, Lincoln County OSHA and Newport resident; Wayde Dudley, U-DA-MAN; Barb Dudley, U-DA-MAN; Tom & Stephanie Simpson, U-DA-MAN; Rod & Linda Miner, U-DA-MAN; Bob Eder, F/V Tommy Boy; Jim Shaw, South Beach resident; Becca Bishop, Accounting Clerk.	
II. CHANGES TO THE AGENDA	0:16
Lamerdin moved the Executive Session to after Old Business on the Agenda.	
III. PUBLIC COMMENT	1:30
Rex Capri spoke as a representative of the Lincoln County chapter of the Oregon Small Woodlands Association (OSWA). He expressed concern about return on investment on the part of the woodland owners and in the International Terminal, and the lack of pursuit of shipping.	
IV. CONSENT CALENDAR	3:45
A. Minutes	
1. Regular Commission Meeting2/26/2019	
B. Financial Reports	
Lamerdin referred to page 13 of the packet and a reference to an NIT grant of \$86,250. Dresler will research. Lamerdin referred to page 21, PD5 Engineering, \$24K over budget.	

There was discussion about the carryover from last year and other related projects, and how to address this in the current budget.

C. Contracts

1. ISCO Industries – NOAA Backer Pipes

Lamerdin commented on the chains to be purchased later that would be used for the backer pipes.

2. Summit Communications

Lamerdin asked about the detailed proposal referenced in the contract, and the process of selecting the contractor. Dresler provided information about the intended role and deliverables from Summit Communications as well as the staff review process of the proposals.

3. BergerABAM Amendment

Dresler said this would be further addressed in the General Manager report.

A motion was made by Chuck and seconded by Lackey to accept the Consent Calendar as presented. The motion passed 4 – 0.

V. **CORRESPONDENCE/PRESENTATIONS**

25:35

A. Commercial Fishing Users Group Committee, Heather Mann,
Chair
Fishing Industry Recommendation on NIT use

Hewitt said Mann had advised she would not be able to attend this evening and could be ready for next month's Commission meeting. Skamser commented there was discussion at the CFUG meeting about a rate proposal from Bretz. Lamerdin suggested adding this item to April's Regular Meeting agenda.

B. C.A.S.T. For Kids Foundation – Jay Yelas

27:40

Yelas introduced himself as the Executive Director of the C.A.S.T for Kids Foundation, and explained the purpose and activities of the national organization. He provided information about the fishing and crabbing event to be held at the Port of Newport South Beach Marina on July 27th and answered questions from the Commissioners. Yelas provided flyers regarding volunteers and participants which are included in an addendum to the Meeting Packet. The Commission suggested this information be posted by the Port on the Port website and Facebook as an event. Tom Simpson also spoke in support of the event.

C. <u>CJ Collins – Sailboat Tours</u>	37:54
---	-------

Charles Collins asked the Commission to consider whether they would allow his tours to take place before moving forward with the Special Use Permit application, and read a prepared statement which is included in a Meeting Packet addendum. He answered questions from the Commission regarding his plans. Lamerdin suggested he continue to work with Port staff and the Commission would deliberate further when the proposed permit was presented.

VI. OLD BUSINESS	54:09
-------------------------------	-------

A. Accounts Paid

A motion was made by Lackey and seconded by Skamser to approve the Accounts Paid. The motion passed 4 – 0.

VII. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(a) – TO CONSIDER THE EMPLOYMENT OF AN OFFICER, EMPLOYEE, STAFF MEMBER OR AGENT.	56:20
--	-------

Skamser read an announcement to enter into Executive Session at 7:00 pm, and advised the open session would resume at approximately 7:30 pm. No decisions were made in Executive Session. Open session was reconvened at 7:43 pm.

VIII. NEW BUSINESS	Part 2 0:00
---------------------------------	----------------

A. <u>Community Ice – License Agreement</u>	0:13
---	------

Dresler referred to the staff report and diagrams. There was discussion about the location of the subleased area, the location of the cathodic protection shed, and the future turn-back of property leased by the Port from Rondys Inc. Dresler advised staff was discussing the issue with Pete Gintner, attorney for the Port. There was discussion about details that were included and not yet included in the agreement; Dresler said the negotiation was ongoing. The Commission expressed concern about the timing of Community Ice building floats and the possible impact of using the International Terminal pier for delivering ice, and the possible impact if pier space wasn't available. Chuck commented about the value of ice to the fishing industry. Lamerdin asked to be kept informed of the negotiations.

A motion was made by Chuck and seconded by Lackey to authorize the Interim General Manager to enter into a Special Use License Agreement with Community Ice, LLC, to conduct operations at the Rondys owned laydown storage property through June 25, 2019. The motion passed 4 – 0.

B. <u>Paula Miranda, Port of Newport General Manager Employment Agreement</u>	47:00
---	-------

A motion was made by Skamser and seconded by Lackey to accept the Employment Agreement between the Port of Newport and Paula Jaqueline Miranda with revisions:

Under Salary & Benefits item 5, the GM shall accrue PTO at the rate of 21.3 hours monthly for a full calendar month of service; add under Salary & Benefits, item 6, The GM shall receive the full-time benefit package other Port employees receive; and add a new section providing for the GM performance review referencing the Port Resolution regarding the GM Performance Review. The motion passed 3 – 0, with Lamerdin abstaining.

Skamser commented on the hiring of the new General Manager, Paula Miranda.

IX. STAFF REPORTS..... 49:20

A. Director of Operations 49:24
1. February Occupancy Report

Bretz introduced the staff report included in the Meeting Packet. He added that the Chelsea Rose barge was almost complete and would be put into water by crane. Bretz said there would be additional discussion in the future regarding the use of heavy industrial vehicles at the Port. He suggested there would be another CFUG Committee Meeting scheduled in April to consider moorage rates. There was discussion about possible rate considerations. Lamerdin commented that electrical pedestals may need to be a priority for the upcoming fiscal year. There was some discussion about the disposal of stick water from squid operations. Lamerdin requested that summary reports from TCB be requested again. Bretz added that he would talk with CFUG about the issue of maintenance of boats in the water.

B. General Manager 1:10:37

Dresler introduced the staff report included in the Meeting Packet. There was discussion about the Strategic Business Plan Update, the BergerABAM contract amendments, and clarification about who would be providing the additional information needed. Dresler said the Director of Finance and Business Operations position had been conditionally offered pending background checks. There was additional discussion about the filling vacancies on the Budget Committee.

X. COMMISSIONER REPORTS/COMMENTS..... 1:26:02

Lackey said the City of Newport parking study was moving forward, and there would be another meeting. He said he attended the OCWCOG Committee on Transportation meeting where the intermodal transfer facility was discussed.

Chuck said he attended the OCWCOG Board meeting where the work plan and budget were reviewed, and small town succession planning was discussed.

Lamerdin said he attended the PNWA Mission to Washington with Dresler, and found it very productive with a lot of support for smaller ports; he thanked Rogue for their donation.

XI. CALENDAR/FUTURE CONSIDERATIONS.....

1:29:40

Commission Ethics Training	3/28/2019
Commission Board Practices Assessment	4/2/2019
Commission Budget Priorities Work Session	4/9/2019
Pacific Coast Congress Spring Conference, Newport OR	4/16 – 4/19/2019
2 nd Commission Budget Priorities Work Session (if needed)	4/16/2019
Newport Loyalty Days & Sea Fair Festival	5/3 – 5/5/2019
Budget Committee Meeting	5/14/2019
2 nd Budget Committee Meeting (if needed)	5/21/2019
Regular Commission Meeting	5/23/2019
Newport Marathon & Half Marathon	6/1/2019
Public Budget Hearing & Regular Commission Meeting	6/25/2019

There were no changes to the Calendar/Future Considerations.

Bretz provided information on the PCC conference. Chuck noted that comments on the Strategic Business Plan were due by April 1st. Hewitt reminded the Commission of the April 15th filing date for the Statement of Economic Interest.

XII. PUBLIC COMMENT

1:32:07

Rex Capri asked the Port to prioritize efforts to get new users at the International Terminal.

XIII. ADJOURNMENT.....

1:32:23

Having no further business, the meeting adjourned at 9:16 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT MINUTES

April 2, 2019
Commission Work Session

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

Agenda Item

**Audio
Time**
0:00

I. CALL TO ORDER

Commission President Stewart Lamerdin called the Commission Work Session of the Port of Newport Board of Commissioners to order at 12:03 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Teri Dresler, Interim General Manager; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Dietmar Goebel, Newport City Council

II. PUBLIC COMMENT.....

0:13

There was no public comment at this time.

Lamerdin asked Dresler to provide some updates to the Commission. Dresler reviewed the planned agenda for upcoming proposed 1st and 2nd Budget Priorities Work Sessions on April 9 and April 16, 2016. Lackey said he may call in for the meeting on the 16th. Dresler advised that the Community Ice Special Use Permit was expected to be signed that afternoon, and provided clarification on the terms regarding electricity, water and pier use. She added that gear storage was being moved to other locations, directed by Aaron Bretz and Don Moon. Dresler said she did not believe Rondys intended to use the leased area to rent gear storage space. Dresler also spoke about the challenges with annual moorage.

III. PON Board Practices Assessment, Facilitated by Rob Mills, SDAO

11:20

Rob Mills introduced himself as a consultant with SDAO and explained the Board Assessment service. He reviewed the process to be followed, and advised he would be taking notes. Mills said he would send Dresler a written summary of the Commission's ratings along with Consultants Impressions and Recommendation. He proposed the Commission review those document at the next Regular Commission Meeting and plan any follow up actions.

Mills led a conversation with the Commissioners and Dresler following the assessment document included in the Meeting Packet. He concluded with asking the Commissioners for their overall impressions.

IV. PUBLIC COMMENT.....	1:51:14
--------------------------------	----------------

There was no public comment at this time.

V. ADJOURNMENT.....	1:51:23
----------------------------	----------------

Having no further business, the meeting adjourned at 1:55 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT MINUTES

April 9, 2019

1st Commission Budget Priorities Work Session

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

Agenda Item

**Audio
Time**
0:00

I. CALL TO ORDER

Commission President Stewart Lamerdin called the Commission Work Session of the Port of Newport Board of Commissioners to order at 12:05 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Teri Dresler, Interim General Manager; Aaron Bretz, Director of Operations; Mark Harris, Accounting Supervisor; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Heather Mann, Midwater Trawlers Cooperative; Jim Cline, Rogue.

0:08

II. PUBLIC COMMENT

There was no public comment at this time.

III. CONSIDERATION OF STAFF PROPOSALS

0:34

A. Resolution Setting Rates, Fees & Charges

Bretz introduced the staff report included in the Meeting Packet. He explained some of the research and reasoning that went into the recommendations. Lamerdin commented that the production of a final rate resolution would be an iterative process. Dresler advised a Commercial Fishing Users Group (CFUG) Committee meeting would be held on April 18th at which rates would be discussed. Lackey asked when the Resolution would be finalized, and he declared a potential conflict of interest because he managed fishing vessels owned by his father-in-law that used the Terminal. After some discussion, it was agreed that the 2nd Budget Priorities Work Session would be held on April 23rd and the Regular Commission Meeting would be moved to April 30th, to allow for feedback from CFUG and the public to be considered and discussed by the Commission before final changes are made to the proposed budget documents.

There was additional discussion about particular staff recommended rates and other concerns of the Commissioners: possible high-traffic surcharge in the Recreational Marina; administrative fee for the personnel lift; insurance requirements; vendors on Port property; charter boat operations and code enforcement; the fuel surcharge at NIT; large forklift charges; clean-up fees for net & gear maintenance; crane operations; and the exemption rate for moorage at the Terminal. Staff was asked to do some research and follow up on these items.

B. Personnel Expenses

Dresler introduced the staff report. She said this included assumptions based on research into estimated changes in personnel related costs such as health insurance. The wage table did include a 2% wage increase for cost of living and a 2% merit increase. Dresler said that the pay equity project completed in 2018 did not address but raised the issues of updating position descriptions and looking at market comparable wage scales. She commented that the Port has had some challenges with recruitment and retention of personnel, and explained some of the issues with positions, salaries, succession planning, and staffing at the Port and recently at the Commercial Marina in particular. She mentioned the need for flexibility in position descriptions to allow for premium rates, for example second shift, crane operators and lead workers. Dresler said she had spoken with the human resources consultant with HR Answers through SDAO, and received a quote for reviewing position description and doing a market position survey. She recommended this be done as part of the budgeting process. Lamerdin agreed this would be good information for the Commission. There was also a discussion about contracting out some of the work at the Port. Chuck asked in particular about evaluating compensation of the RV Park Supervisor.

A motion was made by Skamser and seconded by Burke to seek contractual help and analysis of the personnel matrix not to exceed \$8,000 dollars.

1:35:23

C. Capital Project Priorities

Bretz introduced the staff report. He said this was a preliminary discussion and would also depend on the adoption of the Strategic Business Plan. He said that the EDA grant application for the Port Dock 5 Pier project had been submitted. Burke commented that the equipment purchases were warranted, and questioned the estimate for the RV Park Annex plans. Bretz said this was based on the submissions that had been received for the conceptual design. Lackey said he approved of the rationale, reasoning and approach to the recommendations, and added there would be more discussion down the road about the Commercial Marina; taking a first step was well worth it. Chuck said he would like to see electrical boxes (electrical load centers) and stormwater/sewer concerns at the Recreational Marina included in the projects. He suggested that there be a restricted maintenance fund for the Rogue seawall. Skamser agreed with the list and Chuck's suggestions. Bretz responded to questions that he has started discussing mitigation with permitting authorities. Chuck advised that there is discussion about wetlands mitigation in the current Oregon legislative session. There was additional discussion about funding and timeliness for the electrical work at the Commercial Marina. Lamerdin asked if any upgrades to the Marina RV Park were considered, to invest in things that are working well.

IV. CONSIDER APPOINTMENT OF FRED POSTLEWAIT TO THE BUDGET COMMITTEE AND APPROVAL OF BUDGET CALENDAR

1:54:00

Dresler advised that Fred Postlewait was interested in serving another term. She added that it was within budget law to move forward with less than five freeholders.

A motion was made by Burke and seconded by Lackey to appoint Fred Postlewait to the Budget Committee and approve the amended Budget Calendar. The motion passed 5 – 0.

V. PUBLIC COMMENT.....

1:57:07

Heather Mann said that the midwater trawlers were returning from Alaska so there will be activity at the Terminal. She commented they were not against increasing rates and will have more conversation at the Commercial Fishing Users Group Committee meeting, including concerns about access, discrepancy between changes to fees at the Terminal vs the Commercial Marina, and the fuel surcharge vs truck charge. Mann said it was counterintuitive that income at NIT decreased. She commented on the importance of the Port retaining employees. She mentioned Gil Silvia may be interested in serving on the Budget Committee. She said that the funds for grading the 9 acres could be used elsewhere.

2:03:11

VI. ADJOURNMENT

Having no further business, the meeting adjourned at 2:08 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT MINUTES

April 23, 2019

Commission 2nd Budget Priorities Work Session

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

Agenda Item

**Audio
Time**

Part 1 of 2

0:00

I. CALL TO ORDER

Commission President Stewart Lamerdin called the Commission 2nd Budget Committee Work Session of the Port of Newport Board of Commissioners to order at 12:00 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Teri Dresler, Interim General Manager; Aaron Bretz, Director of Operations; Mark Harris, Accounting Supervisor; Becca Bishop, Accounting Specialist; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: Heather Mann, Midwater Trawlers Cooperative; and Leigh Habegger, Seafood Harvesters of America.

II. PUBLIC COMMENT

0:11

Heather Mann introduced Leigh Habegger. Mann referred to the recent Commercial Fishing Users Group meeting, where users were favorable to raising rates but some concern has been expressed about the 68% increase at the terminal.

III. CONSIDERATION OF PROPOSED BUDGET

A. FY 2019-20 Budget: Revenue & Expenses by Fund

4:05

Dresler referred to highlights of the packet for context, which has been posted as an addendum to the meeting packet. She said the packet included complete staff proposals including input from the 1st Budget Priorities Work Session. Dresler specifically referred to totals found in the resources and requirements, and reviewed some of the rationale for these numbers. She suggested including a lump sum in the Personnel Services budget to address future wage increases that may be implemented in phases after a market study has been completed. Chuck also mentioned outsourcing work, and Lackey suggested looking for options to gain efficiencies and options for higher wages with fewer benefits. An amount of \$50K was recommended to be included in the budget. Lackey commented it would be up to Paula Miranda to review the market study and make recommendations. There was additional discussion about the budget for staff training, included in materials and services. Dresler suggested a more informed discussion could be had after the budget is approved.

Dresler commented on the budget for grant funds that would only be expended when grants were received. She also highlighted the contracted services budget, added in for a communications consultant, grant writer, project manager for a mitigation plan, and scoping an enterprise resource

program, which is an integrated program for revenue and expenses. Other than the contracted services and utility increases, the proposed budget only exceeded the current fiscal year by 10%. Dresler said that she, Bretz, Harris and Bishop are still reviewing lines to get more clarity, but it was also important to have flexibility in materials and services. She suggested the Commission could put a cap on overall percent increase if preferred.

Dresler referred to pages 35 and 36 in the packet and asked the Commission for direction about priorities, which did include feedback from the 1st Budget Priorities Work Session. She commented that, assuming the Port Dock 5 Pier project moves forward, Bretz’s time would be somewhat limited because he would be managing that project for the Port. Dresler reviewed rationale for the proposed priorities and added Miranda would need to work on this with the Commission as well. There was discussion about a targeted ending fund balance, and referenced Todd Kimball’s recommendation for \$1.2MM - \$1.5MM.

Burke asked about the large changes in revenue from the current budget. Harris commented that projections were based on actuals and an anticipated increase. He described his work to ensure revenue projections were more accurate. He also reviewed some changes in the reporting categories. There was additional discussion about lease revenue and the annual moorage discount. Harris referred to the different reporting for grant revenue and the construction fund.

There was Commission consensus to add \$50K to personnel services to address potential wage increases, and then generate a plan over the following two years. Dresler confirmed that a Director of Finance and Business Services was included in the personnel budget.

Burke asked about the proposed reduction in the training budget. Harris said last year’s budget included a large increase over the prior year which wasn’t used. Dresler added this includes crane training. Bretz added the challenge was finding and arranging for training. He added that he plans to contract out for some of the project management at Port Dock 5 Pier, but he will still be involved. Dresler added that staff present were all doing jobs in excess of their job description because of filling gaps in personnel. There was additional discussion about accounting support. Dresler and Bretz also talked about the need for seasonal help and the need for flexibility to hire extra help when needed. Harris referred to the facilities maintenance and reserve fund for repair and maintenance budgeting.

Dresler said that the funds transferred out for capital projects is detailed on page 8. The capital projects can be found on pages 35 and 36. Harris said the contingency balance is \$150K, and has varied over the years; it is a Commission determined amount. After discussion, there was consensus to keep a \$100K contingency. The Commission touched on the ending fund balance, NOAA funds and leases.

B. Debt Service

Chuck asked about refinancing long term debt. Harris said the SDAO financial consultant advised it wasn’t worth the investment to refinance at this time. Skamser said she had been asked about the percent of funds for the Newport International Terminal (NIT) rebuild was from the State; Dresler said she would provide information.

Part 2 of 2
6:30

C. Resolution Setting Rates, Fees & Charges.....*(1:23:09)

Dresler said the Resolution would be up for approval at the Regular Meeting in May. She reviewed the recommendations from the Commercial Fishing Users Group (CFUG) Committee with the Commission. Bretz shared a recommendation to increase rates for downwind slips at the Recreational Marina. Lackey asked the Commission to consider peak/off peak rates at NIT. Burke said that the management discretion to adjust rates was an opportunity to make changes as needed. He added that the CFUG Committee was receptive to the proposed rates. There was some discussion about the proposed three year increases in commercial moorage. The truck per axle fee was also discussed along with the need to recognize the damage caused by truck traffic. Bretz also addressed his recommendation to leave the fuel surcharge flat and the increase in crane rates at NIT to account for maintenance, replacement and certification. Lamerdin also suggested the administration fee of 5% associated with some fees was too low. Skamser commented that modernizing systems to help automate service fees would be money well spent.

D. Project Priorities.....*(9:49)

Bretz provided recommendations for priorities, and referred to pages 35 and 36 in the Meeting Packet. He said that the Port Dock 5 Pier construction was 1st priority, and item #2 pile replacement would coincide with that project for mobilization. The other projects were not listed in priority order. There was discussion about the immediacy of need and return on investment expected from the other projects. The Commission considered the need for a plan moving forward to identify what can be accomplished and when. Bretz said mitigation planning would be important in planning for the work in the Commercial Marina. Chuck commented that the electric load centers and storm water issues had been neglected at South Beach, and could potentially impact revenue from the RV Parks and Recreational Marina. Bretz said he would rather evaluate the scope of work before committing resources to the projects. There was consideration of committing dollars to evaluate those projects. Burke asked if grading the 9 acres could be used for storage to generate revenue. Bretz said the goal would be to stabilize the area and make the property in better condition and more marketable, but not an initial revenue generator. There was some discussion on the relative value of the proposed projects for this budget cycle and the need to maintain an appropriate ending fund balance. The Commission asked staff to review the proposed projects and revenue potential, and make a recommendation that would leave an ending fund balance of \$1.2MM.

Dresler reminded the Commission to incorporate the Strategic Business Plan and Capital Facilities Plan in their budget planning. The SBP and annual budget should be consistent. Lamerdin commented that this was a 5-year plan, and Chuck added that even if projects were in the budget, they would only spend if the money was there.

IV. **CONSIDER APPOINTMENT OF GIL SYLVIA TO THE BUDGET COMMITTEE**.....1:54:00

Dresler said she had spoken with Gil Sylvia, a marine economist at Hatfield Marine Science Center. He was interested in being a part of the budget committed, which would bring the freeholder membership up to four.

A motion was made by Chuck and seconded by Lackey to appoint Gil Sylvia to the Budget Committee. The motion passed 5 – 0.

*out of order

V. PUBLIC COMMENT

There was no public comment at this time.

VI. ADJOURNMENT

1:55:10

Having no further business, the meeting adjourned at 2:55 pm.

ATTESTED:

Stewart Lamerdin, President

Walter Chuck, Secretary/Treasurer

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective from May 17, 2019, 4:00 pm, to May 18, 2019, 10:00 pm, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Rogue Ales & Spirits, hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use a 1500 ft² section of the lot on the east end of the Rogue Brewery. Use of designated area by Permittee is for the Brews on the Bay Coastal Brew Fest, as follows:

- This will be enclosed either by a keg wall or festival fencing
- An entrance for admission, ID checking and banding.
- Areas some cooking (ie a BBQ etc) possible beer cooler. Maybe serving (not betting on it with May weather).
- Kids play area and doggie turf (sod).

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. (Exhibit A SUP Application with detailed description of event.)

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 4/2/2019.
2. **Usage Fees.** WAIVED in consideration of sponsorship rights.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella on top of \$1 million per occurrence will be acceptable. Permittee has provided the Port with a Certificate of Insurance naming the Port as an additional insured, received 4/4/2019.
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires May 18, 2019, 10:00 pm.

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

Port of Newport:

Accepted By:

, General Manager

SIGNER
TITLE

ATTACHMENT: Exhibit A

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Supervisor
Port of Newport
600 SE Bay Blvd.
Newport, Oregon 97365
khewitt@portofnewport.com

SUP CHECKLIST (Port Use Only)

- ☒ Application & App Fee
- ☒ Facility Supervisor Review
- ☒ Security Review
- ☐ General Manager Review
- ☐ Commission Approval
- ☐ Usage Fee
- ☒ Insurance Certificate
- ☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$110.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted in full at least one week (7-days) prior to the event. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. **At least 45 days' notice is recommended.**

Permittee will be required to carry comprehensive general liability insurance with, at a minimum, limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port of Newport with a Certificate of Insurance naming the Port as an additional insured, subject to confirmation. Additional coverage or limits may be required at the discretion of the General Manager. The Certificate of Insurance must be received by the Port at least one week (7-days) prior to the event.

Event Name: Brows on the Bay Coastal Brew Fest

Event Date(s) and Time(s): 5/17 (4pm-9pm) / 5/18 (12pm-10pm)

Set-up Date and Start Time: 5/17 8:00 AM

Take-down Date and End Time: Sunday 5/19 by 12 pm.

Location: a 1500 sq Ft section on the east end of Rogue Brewery.

Facilities to be used: Rogue Brewery

Estimated Number of Participants: _____ Contestants: _____

Vendors/Volunteers: 40

Attendees: 1500

Applicant/Signer: Rogue Ales & Spirits. [Signature]

Mailing Address: 2320 OSU Drive Newport or 97365

Telephone: 503-970-6303 E-mail: jim@rogue.com

SimCline &

Contact Person (if different than applicant):

Lisa Johnson

Contact Person's address, phone number and e-mail:

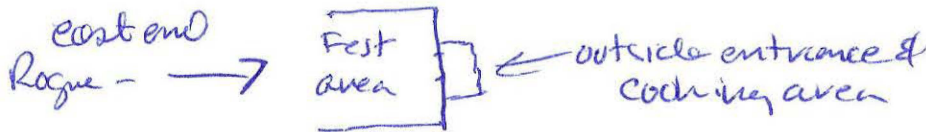
808 895-4135

Lisa@rogue.com

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

Brew Festival held inside the east end of the Rogue Brewery.
Approx 30 Breweries, Craft Booths, Food Booth (6), ID
checkers, Kid Friendly, Live music.

Marina



The following criteria may be used by the Port management to fully or partially waive the usage fee.

Is the applicant a non-profit or for-profit entity?

Yes - Newport Fishermans Wives

Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes?

Yes - 100%

What other facilities or services will be requested from the Port?

None

Does the event provide any direct benefit to the Port? Please describe.

vendors, attendee's

RV camping for

How will the Port of Newport be featured in your marketing/sponsorship promotions?

☒ Logo placement on website

☒ Link to the Port of Newport on website

☐ Logo on event shirt

☒ Banner displayed at event

☒ Booth space at event

☐ Goodie Bag insert

☐ Mention in radio advertising

Other (please describe):

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the above criteria:

100% waiver. Donation of 100%
of the proceeds.

Submitted by:

(Signature)



USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER (reasonable estimate)	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$420.00
	201-500	\$683.00
	501-1000	\$945.00
	1,001- 5000	\$1470.00
	5,001-10,000	\$1,995.00
	10,001 – 20,000	\$2,520.00
	More than 20,000	\$5,250.00
Vendors	N/A	\$50/ per vendor
Port of Newport Fees (e.g. moorage)		

To submit electronically, save as **YOURNAME.supapp** and Submit Application to:

khewitt@portofnewport.com

Payment made be made over the phone by credit card, or mailed in by check or money order.



Sponsorship Agreement: In Kind Sponsorship Value \$1,470.00.

Event Name: Brews on the Bay Coastal Brew Fest

Event Date: 5/17 and 5/18/2019

Applicant: Rogue Ales & Spirits

Usage Fee: \$1,470.00 (waived)

Applicant will provide:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Logo placement on website | <input checked="" type="checkbox"/> Link to the Port of Newport on website |
| <input type="checkbox"/> Logo on event shirt | <input checked="" type="checkbox"/> Banner displayed at event |
| <input checked="" type="checkbox"/> Booth space at event | <input type="checkbox"/> Goodie Bag insert |
| <input type="checkbox"/> Mention in radio advertising | |

Other (please describe):

Port of Newport will provide:

<input checked="" type="checkbox"/>	Date: _____
Teri Dresler, Interim General Manager	
Port of Newport	

<input checked="" type="checkbox"/>	Date: _____
-------------------------------------	-------------



CERTIFICATE OF LIABILITY INSURANCE

ORBRE-1

OP ID: KZ

DATE (MM/DD/YYYY)

04/03/2019

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

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

PRODUCER Fournier Group - Oregon 510 SW 5th Avenue, Suite 701 Portland, OR 97204 Dirk K. Fournier	CONTACT NAME: Camden Heis	
	PHONE (A/C, No, Ext): 503-251-2255	FAX (A/C, No): 503-251-9933
	E-MAIL ADDRESS: camden@fourniergroup.net	
INSURED Oregon Brewing Company Rogue River Brewing Company 2320 SE OSU Drive Newport, OR 97365	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mutual of Enumclaw	
	INSURER B: SAIF Corporation	
	INSURER C: Travelers Casualty & Surety Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	14761	
	36196	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CPP002446800	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liquor Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CPP002446800	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMC000642300	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	777055	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Employee Theft			106434978	12/31/2018	12/31/2019	Limit 2,000,000

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

Dates/times: 5/17 3:00 PM till 9 PM 5/18 11 AM till 10 PM. Brews on the Bay Coastal Brew Fest
Certificate Holder is additional insured as per written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement, executed prior to any "occurrence", that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured, or in connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your contract or agreement with such person or organization ends.

B. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations of this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the declarations for the Named Insured.

C. Section IV - Commercial General Liability Conditions, Paragraph 4. Other Insurance is amended to add the following subparagraph:

d. Additional Insured's Other Insurance As Excess Insurance

To the extent required by an "insured contract", this insurance is primary on behalf of the additional insured, and any other insurance maintained by the additional insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective from May 29, 2019, 8 am, to June 1, 2019, 5 pm, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Newport Booster Club, hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use the grass area east of the Port office at 600 SE Bay Blvd and west of the Yacht Club, and side of the road from Englund Marine. Use of designated area by Permittee is for the Newport Marathon, as follows: the area will be used to accommodate the runners and others at the finish of the marathon for food, music and awards presentation.

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. (Exhibit A SUP Application with detailed description of event.)

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 4/8/2019.
2. **Usage Fees.** WAIVED in consideration of sponsorship agreement and community benefit.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella on top of \$1 million per occurrence will be acceptable. Permittee has provided the Port with a Certificate of Insurance naming the Port as an additional insured on March 29, 2019.
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires June 1, 2019, 5 pm.

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

Port of Newport:

Accepted By:

, General Manager

Tom Swinford, Newport Booster Club

ATTACHMENT: Exhibit A Application
Sponsorship Agreement

Exhibit A Application

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Supervisor
Port of Newport
600 SE Bay Blvd.
Newport, Oregon 97365
khewitt@portofnewport.com

SUP CHECKLIST (Port Use Only)

- ☒ Application & App Fee
- ☒ Facility Supervisor Review
- ☒ Security Review
- ☐ General Manager Review
- ☐ Commission Approval
- ☐ Usage Fee
- ☒ Insurance Certificate
- ☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$110.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted in full at least one week (7-days) prior to the event. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. **At least 45 days' notice is recommended.**

Permittee will be required to carry comprehensive general liability insurance with, at a minimum, limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port of Newport with a Certificate of Insurance naming the Port as an additional insured, subject to confirmation. Additional coverage or limits may be required at the discretion of the General Manager. The Certificate of Insurance must be received by the Port at least one week (7-days) prior to the event.

Event Name: Newport Marathon

Event Date(s) and Time(s): May 29 - June 1

Set-up Date and Start Time: May 29 - 8am

Take-down Date and End Time: June 1 - 5pm

Location: Area near Yacht Club

Facilities to be used: Grass area and side of road from England marine

Estimated Number of Participants: _____ Contestants: 1000

Vendors/Volunteers: 100

Attendees: 1000

Applicant/Signer: Ray Sumford

Mailing Address: PO Box 681, Toledo, OR 97391

Telephone: 541 270 4250 E-mail: run@newportmarathon.org

Contact Person (if different than applicant): _____

Contact Person's address, phone number and e-mail: _____

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

This is the 21st running of the Newport Marathon. Runners finish at Oregon Coast Bank, walk across the street to the yacht club, have food, listen to music, and get awards.

The following criteria may be used by the Port management to fully or partially waive the usage fee.

Is the applicant a non-profit or for-profit entity? yes - Newport Boosters Club

Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes? 100% after events cost is donated to support Newport high activities and athletics, Toledo and Waldport participate as well.

What other facilities or services will be requested from the Port?

None

Does the event provide any direct benefit to the Port? Please describe.

Yes, our guests from out of town see our fishing fleet and often buy fish off the boats. The fees the fishing boats pay benefit the port.

How will the Port of Newport be featured in your marketing/sponsorship promotions?

☒ Logo placement on website

☐ Link to the Port of Newport on website

☒ Logo on event shirt

☐ Banner displayed at event

☐ Booth space at event

☐ Goodie Bag insert

☐ Mention in radio advertising

Other (please describe):

Any of this would be welcome if the Port would like to provide.

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the above criteria:

We are requesting a full waiver. We use our funds to promote our community's children activities and athletics. We also bring in ~~about~~ 2000 - 3000 people from out of the area to support our local businesses.

Submitted by: *Ray Swinford*
(Signature)

USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER (reasonable estimate)	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$420.00
	201-500	\$683.00
	501-1000	\$945.00
	1,001- 5000	\$1470.00
	5,001-10,000	\$1,995.00
	10,001 – 20,000	\$2,520.00
	More than 20,000	\$5,250.00
Vendors	N/A	\$50/ per vendor
Port of Newport Fees (e.g. moorage)		

To submit electronically, save as **YOURNAME.supapp** and Submit Application to:

khewitt@portofnewport.com

Payment made be made over the phone by credit card, or mailed in by check or money order.



Sponsorship Agreement: In Kind Sponsorship Value \$ 1,470.00

Event Name: Newport Marathon

Event Date: June 1, 2019

Applicant: Newport Booster Club

Usage Fee: \$1,470

Applicant will provide:

X Logo placement on website X Link to the Port of Newport on website

X Logo on event shirt X Banner displayed at event

___ Booth space at event ___ Goodie Bag insert

___ Mention in radio advertising

Other (please describe):

Port of Newport will provide: Waiver of usage fees, Port Logo (by email), Port Banner. The Port's website address is <https://www.portofnewport.com/>

X Date:

, General Manager
Port of Newport

X Date:

Tom Swinford
Newport Booster Club



NEWPBOO-01

ALUNDQUIST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

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

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

PRODUCER Newport Office PayneWest Insurance, Inc. 811 North Coast Hwy Newport, OR 97365	CONTACT NAME:	
	PHONE (A/C, No, Ext): (541) 265-7768	FAX (A/C, No): (541) 265-7675
INSURED Newport Booster Club P O Box 2216 Newport, OR 97365	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West American Insurance	NAIC # 44393
	INSURER B: American Fire and Casualty Company	24066
	INSURER C: Ohio Casualty Insurance Company	24074
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	BLW57954302	8/13/2018	8/13/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY		BAA57954302	8/13/2018	8/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		USO57954302	3/27/2019	8/13/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: Newport Marathon to be held May 31 - June 1, 2019

Certificate holder is an additional insured with respect to liability arising out of operations by or on behalf of the named insured per attached form CG8810 (0413)

CERTIFICATE HOLDER

CANCELLATION

Port of Newport 600 SE Bay Blvd Newport, OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Alex Lundquist</i>

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective July 13, 2019 from 7:00 am to 8:00 pm, 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."

The Port hereby grants permission to Permittee to use the parking lot area surrounding the Rogue Barrel Room. Use of designated area by Permittee is for the Barrel to Keg Relay. (Exhibit A SUP Application with detailed description of event.) Permittee is responsible for directing participants and attendees to park at the Oregon Coast Aquarium, and not in the Recreational Marina or RV Park lots. Permittee will also maintain supervision and safety personnel at the entrance to the RV Park to ensure the safety of the runners and minimize traffic hazards at the RV Park entrance.

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.

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 4/2/2019.
2. **Usage Fees.** Waived in consideration of Silver Sponsorship rights (Exhibit B) and the benefit to the Newport community.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella in addition to \$1 million per occurrence will be acceptable. Permittee will provide the Port with a Certificate of Insurance naming the Port as an additional insured **no later than July 5, 2019.**
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires July 13, 2019, 8:00 pm.

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

Port of Newport:

Accepted By:

, General Manager

SIGNER
TITLE

ATTACHMENT: Exhibit A, Exhibit B

Exhibit A

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Supervisor
Port of Newport
600 SE Bay Blvd.
Newport, Oregon 97365
khewitt@portofnewport.com

SUP CHECKLIST

- ☒ Application App Fee
- ☒ Facility Supervisor Review
- ☒ Security Review
- ☐ General Manager Review
- ☐ Commission Approval
- ☐ Usage Fee
- ☐ Insurance Certificate
- ☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$110.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted in full prior to the special use permit being issued by the Port of Newport. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. *At least 45 days' notice is recommended.*

Event Name: CSC Barrel to Keg Relay

Event Date: 7-13-19 Time(s): 7am - 8pm

Total Days: 1

Location: Rogue Ales Brewery & surrounding area

Facilities to Be Used:

Set-up Dates and Start Times: 7-13-19 @ noon

Take-down Dates and End Times: 7-13-19 @ 9pm

Estimated Number of Participants: Contestants: 600

Vendors / Volunteers: 200

Attendees: _____

Applicant / Signer: Mark Barrett (Race Director) Mark J Barrett

Mailing Address: P.O. Box 1035, Forest Grove OR 97116

Telephone: 503-821-9577 E-mail: MBarrett5@aol.com

Contact Person (if different than applicant): _____

Contact Person's address, phone number and e-mail: _____

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

The Barrel to Keg Relay goes from the Harris Bridge Vineyard (in Philomath) to the Rogue Ales Warehouse. Starting in waves from 7am to 9am, relay teams finish between 3pm & 8pm.
See attached descriptions & maps for details.

The following criteria may be used by the Port management to fully or partially waive the usage fee: **See attached*

1. Is the applicant a non-profit or a for-profit entity? Yes
2. Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes?
All proceeds go to Community Services Consortium
3. What other facilities or services will be provided by the Port?
none
4. Does the event provide any direct benefit to the Port?
Advertising

How will the Port of Newport be featured in your marketing/sponsorship promotions?

The Port of Newport will be listed as a sponsor and its logo used in advertising (with permission).

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the above criteria:

USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER (reasonable estimate)	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$420.00
	201-500	\$683.00
	501-1000	\$945.00
	1,001- 5000	\$1470.00
	5,001-10,000	\$1,995.00
	10,001 – 20,000	\$2,520.00
	More than 20,000	\$5,250.00
Vendors	N/A	\$50/ per vendor
Port of Newport Fees (e.g. moorage)		

Permittee will also need to carry comprehensive general liability insurance with limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port of Newport with a Certificate of Insurance naming the Port as an additional insured, subject to confirmation..

Save as YourName.SUPApp and Submit Application: khewitt@portofnewport.com

CSC Barrel to Keg Relay
July 13, 2019

Request for Full Waiver of Special Events Fee
Port of Newport.

The CSC Barrel to Keg Relay is a fundraiser for Community Services Consortium, a non-profit community action organization whose vision is to eliminate poverty. The money raised from the relay goes to support programs that change people's lives—job training, education, food, affordable housing, and more. CSC is a true asset to the community in three counties—Lincoln, Linn and Benton.

As a running and walking relay, the CSC Barrel to Keg promotes a healthy lifestyle that includes being physically active. Also, many volunteers are needed to make this a safe and successful event. Barrel to Keg gives back to the community by making donations to local sports teams that provide volunteers.

The relay, which has been held since 2011, has brought up to 700 participants to the finish line in Newport. Over 90% of these participants come from outside of Newport (from as far way as Seattle), and they spend money in the local economy. The participants, volunteers, and their families spend money at hotels, restaurants, tourist attractions, and other local businesses.

For all of these reasons, we request a full waiver of the Special Events Fee.

Sincerely,

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

Mark J. Barrett
Race Director

Barrel to Keg Relay

July 13, 2019

The Event:

This is an 69 mile running relay race from the Harris Bridge Vineyard (near Philomath) to the Rogue Ales Brewery in Newport (South Bay), divided into 14 legs. We expect 100 teams (which have between two and seven members), totaling about 600 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 each 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

- 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)
- 4) West on Woods Creek Road (Lincoln County, Starker Forest, Thompson Timber)
- 5) Northwest on Shotpouch Road (Lincoln County)
- 6) West on Harlan-Burnt Woods Road (Lincoln County)
- 7) North and west on Harlan Road (Lincoln County)
- 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 at least two 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 EMS personnel on the course, riding with a ham radio operator. 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 vehicles, and exchanges in wooded areas will be provided with fire extinguishers.

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

Updated 1-19-19

Barrel to Keg Relay Leg 14

6.0 Miles

Exchange: Rogue Brewery on the South Beach (68.96 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.

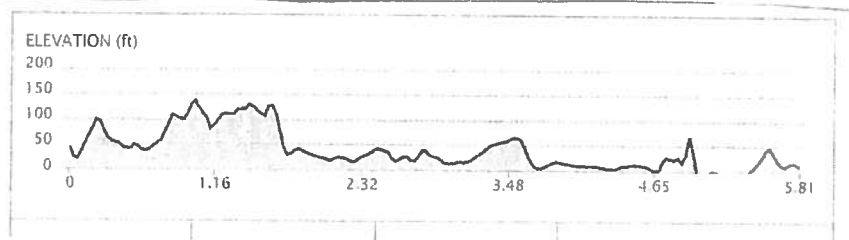
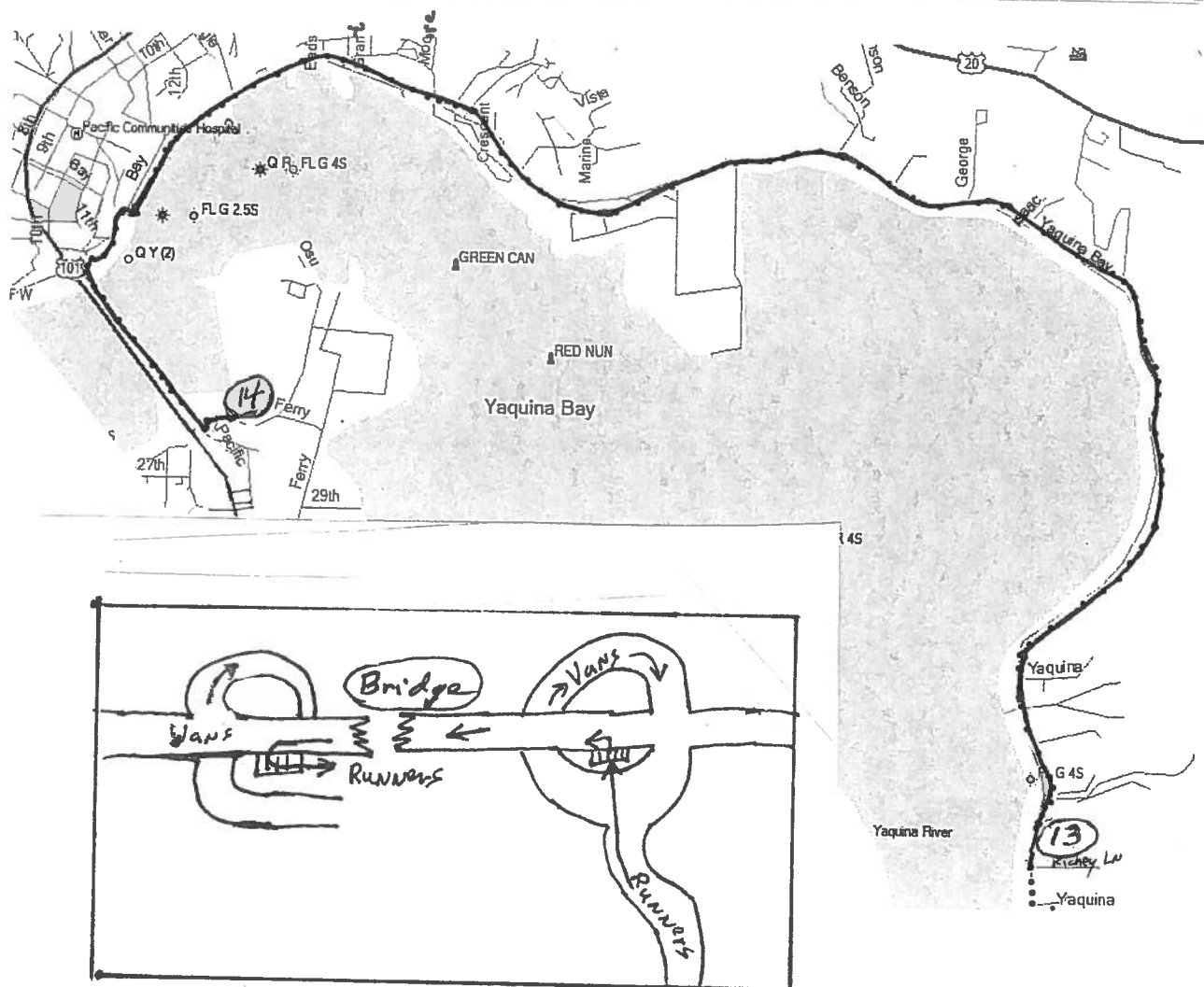
Landmarks: mile posts, Yaquina Bay Bridge

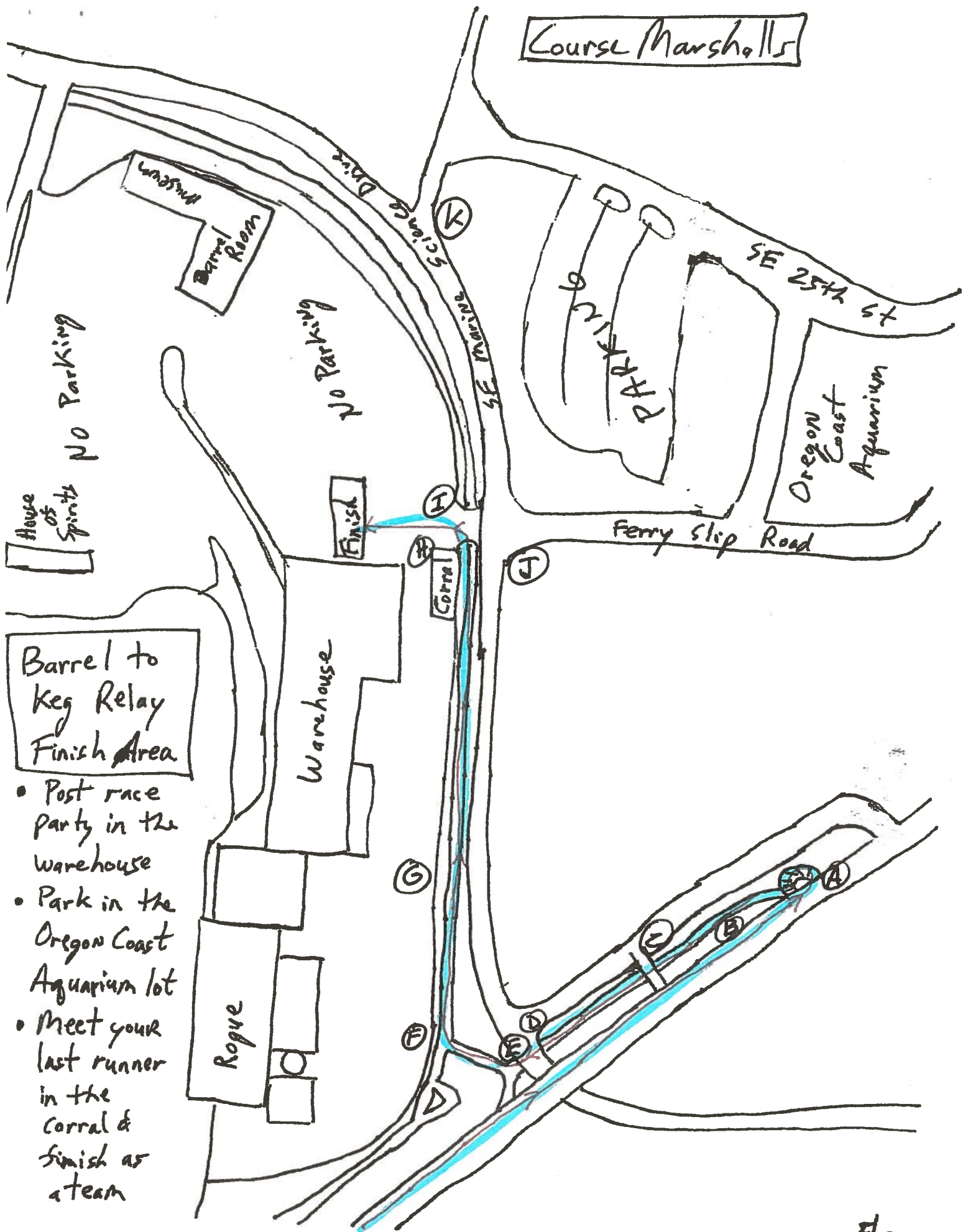
Where to Get Gas and Food: many locations along Highway 101

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

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

2015 REVISION





Barrel to Keg Relay Finish Area

- Post race party in the warehouse
- Park in the Oregon Coast Aquarium lot
- Meet your last runner in the corral & finish as a team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2018

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

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

PRODUCER Barker-Uerlings Insurance, Inc. 340 NW 5th St P.O. Box 1378 Corvallis OR 97330		CONTACT NAME: Sherri Strandy, CISR PHONE (A/C, No, Ext): (541) 757-1321 E-MAIL ADDRESS: sherri@barkeruerlings.com FAX (A/C, No): (541) 757-1328	
INSURED Community Services Consortium 250 Broadalbin St. Se Suite 2a Albany OR 97321		INSURER(S) AFFORDING COVERAGE INSURER A: City / County Insurance Services INSURER B: SAIF Corporation INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36196	

COVERAGES**CERTIFICATE NUMBER:** CL1861205397**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSCI2018	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ EMPLOYMENT \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CSCI2018	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A		496533	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Barrel to Keg Relay July 2018

*We will send an updated certificate ASAP.
MJB

CERTIFICATE HOLDER**CANCELLATION**Port of Newport
600 SE Bay Blvd

Newport

OR 97365

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

AUTHORIZED REPRESENTATIVE

Sherri Strandy

© 1988-2015 ACORD CORPORATION. All rights reserved.



Sponsorship Agreement: In Kind Sponsorship Value \$ 1,470.

Event Name: CSC Barrel to Keg Relay

Event Date: July 13, 2019

Applicant: Community Services Consortium

Usage Fee: \$1,470.00

Applicant will provide:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Logo placement on website | <input checked="" type="checkbox"/> Link to the Port of Newport on website |
| <input checked="" type="checkbox"/> Logo on event shirt | <input checked="" type="checkbox"/> Banner displayed at event |
| <input type="checkbox"/> Booth space at event | <input type="checkbox"/> Goodie Bag insert |
| <input type="checkbox"/> Mention in radio advertising | |

Other (please describe):

Port mention on Facebook. Port logo signs at one exchange point, Port of Newport announced at awards ceremony, 5 Port logo table tents on participant tables.

Port of Newport will provide: Waiver of \$1,470.00 usage fees.

X _____ Date: _____
, General Manager
Port of Newport

X _____ Date: _____
Mark Barrett, Race Director
Community Services Consortium

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective October 11, 2019, 12:00 pm to October 13, 2019, 8:00 pm, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to U-DA-MAN, hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use the South Beach Marina complex, in particular the South Beach Activities Room, patio, bathrooms, 3 – 4 parking spots on the west side of the activities room/patio, the Marina ramp, and 6 – 8 parking spots near the Marina ramp fish cleaning station, final location to be approved by Chris Urbach, South Beach Harbormaster. Use of designated area by Permittee is for the U-DAN-MAN Fishing Tournament, October 12, 2019. 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. (Exhibit A SUP Application with detailed description of event.)

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 2/26/2019.
2. **Usage Fees.** WAIVED in consideration of sponsorship rights and community benefit.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella on top of \$1 million per occurrence will be acceptable. Permittee will provide the Port with a Certificate of Insurance naming the Port as an additional insured, received 3/21/2019.
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires October 13, 2019, 8:00 pm.

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

Port of Newport:

Accepted By:

, General Manager

Tom Simpson
Secretary, U-DA-MAN

ATTACHMENT: Exhibit A, SUP Application
Sponsorship Agreement

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Assistant
Port of Newport
600 SE Bay Blvd.
Newport, Oregon 97365

SUP CHECKLIST

- ☒ Application
- ☒ App Fee
- ☒ Facility Supervisor Review
- ☒ Security Review
- ☐ General Manager Review
- ☐ Usage Fee
- ☒ Insurance Certificate
- ☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$100.00 application fee. Any usage fees required of the applicant must be submitted prior to the special use permit being issued by the Port. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. At least 45 days' notice is recommended.

Event Name: U DA MAN Fishing Tournament (UDM)

Event Date: 10/12/2019 Time(s) 5:30 AM to 8 PM

Location: South Beach Marina Complex

Facilities to Be Used: Marina Office meeting room, patio, bathrooms, 3-4 parking spots on the west side of the meeting room/patio

Marina Ramp & 6-8 parking spots near the Marina Ramp fish cleaning station

Set-up Dates and Start Times: 10/11/2019 12noon

Take-down Dates and End Times: 10/13/2019 by 8PM

Estimated Number of Participants: Contestants: 120-150

Vendors / Volunteers: Multiple / 30

Attendees: 250-300

Applicant / Signer: Tom Simpson-Secretary for UDM Fishing Tournament

Mailing Address: PO Box 425 Seal Rock, OR 97387

Telephone: (541) 351-0666 E-mail: fishon1155@yahoo.com

Contact Person (if different than applicant): Ryan Mier - Treasurer UDM

Contact Person's address, phone number and e-mail: (541) 270-5745 Coastalproguideservice@hotmail.com

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

UDM Fishing Tournament (Annual) Contestants launch at SB Marina Facility starting at 5:30AM on 10/12, returning no later than 3PM. Salmon tournament on the Yaquina River from the tips of the jetties to the Red Barn Hole upriver from Cannon Quarry County Park. Contestants & spectators return to SB Marina facility for fish weigh in, drawings, prizes by 3PM. Event wraps up by 5PM & clean up completed by 8PM on 10/12.

Weigh in location is at the SB Marina Office meeting room, patio & adjoining parking spots on the west side of the building. 1 to 2 tents provided by sponsor set up over patio & parking spots as in 2018 event. Set up in Marina Office meeting room begins 10/11 at about noon in order to store equipment, prizes & display items in secure location. Use of keys to the room needed for this time period. Use of 4-5 barricades needed from PON staff on sandwich boards needed as in 2018 for UDAMAN Tournament NO PARKING signs as provided by the applicant.

Sign up location near the fish cleaning station (ramp) includes a cargo trailer, lights, tables, chairs, awning all provided by UDM sponsors from 12 NOON PM on 10/11 to 8 PM on 10/12. This will require 6-8 parking spots designated as NO Parking for this time period.

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the criteria described below:

UDM is requesting full waiver of the usage fee based on past practice of the PON being a long time sponsor of this event. UDM is requesting "fee boat launches" for registered participants in the event on 10/12 based on past practice with the PON and in conjunction with the PON being a long time sponsor.

UDM is a 501(c)3 non profit and all proceeds of this event go back into the Yaquina River system for fish habitat and restoration projects.

UDM organized a long overdue river clean up in conjunction with the Ports of Newport & Toledo, other local vendors & sponsors & coordinated with Oregon SOLVE on Earth Day, in 2017 & 2018. UDM volunteers collected approx 8000 lbs of trash from the river banks during these two events UDM is in the planning stages of a third river cleanup in April of 2019. UDM has participated in past clean up & beautification projects at the SB Marina complex which have directly assisted the PON. In 2019, UDM members joined PON Volunteers in collecting trash in the SB Marina parking lot after the SF&W Festival. UDM has purchased a banner with the PON logo, which is displayed at our events and was given to the PON for use at their events. PON logo appears on tournament flyers, tshirts and advertising in local media outlets.

UDM cleans the areas to be used near the fish cleaning station during our set up & completely cleans and removes all garbage from our use sites during clean up at the end of the event. Marina Office meeting room is swept & mopped in addition to removing garbage at the end of the event.

How will the Port of Newport be featured in your marketing/sponsorship promotions?

The PON has been a long time (almost 20 year) sponsor & contributor to this event. The PON is mentioned in all of our radio and print advertising for this event.

The PON & its logo will be featured on our tshirts this year, which are provided to all of the registered participants and are available for purchase by non-participants.

During the weigh in, the PON is featured on our list of sponsors & is directly promoted during our event & thanked during the prize drawings and official weigh in ceremony.

PON logo is on all of our printed advertising and promoted via local media outlets in tournament PSA's and advertising.

The following criteria may be used by the Port management to fully or partially waive the usage fee:

1. Is the applicant a non-profit or a for-profit entity? Yes 20-5379466
2. Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes? Estimated 90% of proceeds to river/salmon habitat restoration & clean up
3. What is the Port's cost to provide services for the event? Approx \$500 in free launches & use of facilities
4. Does the event provide any direct benefit to the Port? Yes - direct advertising & exposure of participants & spectators to the Marina Complex

USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$400.00
	201-500	\$650.00
	501-1000	\$900.00
	1,001- 5000	\$1400.00
	5,001-10,000	\$1,900.00
	More than 10,000	\$2,400.00
Vendors	N/A	\$40/ per vendor

Permittee will also need to carry comprehensive general liability insurance with limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port with a Certificate of Insurance naming the Port as an additional insured.



Sponsorship Agreement: In Kind Sponsorship Value \$1550.00

Event Name: U-DA-MAN Fishing Tournament

Event Date: October 12, 2019

Applicant: U-DA-MAN, Tom Simpson, Secretary

Usage Fee: \$650.00

Applicant will provide:

- | | |
|--------------------------------|--|
| X Logo placement on website | X Link to the Port of Newport on website |
| X Logo on event shirt | X Banner displayed at event |
| ___ Booth space at event | ___ Goodie Bag insert |
| X Mention in radio advertising | |

Other (please describe):

During the weigh in, the PON is featured on the list of sponsors & is directly promoted during the event and thanked during the prize drawings and weigh in ceremony. The PON logo is on all printed advertising and promoted via local media outlets in tournament PSA's and advertising.

Port of Newport will provide:

Parking and fee waivers: usage fee (\$650) and launch fees (\$900).

X _____ Date:
, General Manager
Port of Newport

X _____ Date:

Tom Simpson, Secretary
U-DA-MAN



UDAMAN0-01

ALUNDQUIST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2019

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

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

PRODUCER Newport Office PayneWest Insurance, Inc. 811 North Coast Hwy Newport, OR 97365	CONTACT NAME: PHONE (A/C, No, Ext): (541) 265-7768		FAX (A/C, No): (541) 265-7675
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Capitol Specialty Insurance Corporation		10328
	INSURER B :		
	INSURER C :		
INSURED U Da Man 914 SW Hurbert Street Newport, OR 97365	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		CS19000569-01	2/7/2019	2/7/2020	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CS19000569-01	2/7/2019	2/7/2020	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 With regard to: U Da Man Fishing Tournament taking place on 10/13/18

CERTIFICATE HOLDER

CANCELLATION

Port of Newport 600 SE Bay Blvd Newport, OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective on May 5, 2019, 9:00 am to 5:00 pm, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Newport Fishermen's Wives, hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use Port Dock 3 as a starting point for a survival suit race and part of the Port of Newport parking lot adjacent to the YBYC, allowing for a 20' fire lane, for parking. Use of designated area by Permittee is for the Blessing of the Fleet survival suit race, BBQ and highliner competition.

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. (Exhibit A SUP Application with detailed description of event.)

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 4/10/2019.
2. **Usage Fees.** WAIVED in consideration of community benefit.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella in addition to \$1 million per occurrence will be acceptable. Permittee will provide the Port with a Certificate of Insurance naming the Port as an additional insured **no later than April 29, 2019.**
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires May 5, 2019 at 5:00 pm.

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

Port of Newport:

Accepted By:

Teri Dresler, Interim General Manager

SIGNER

TITLE

ATTACHMENT: Exhibit A

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Supervisor
Port of Newport
600 SE Bay Blvd.
Newport, Oregon 97365
khewitt@portofnewport.com

SUP CHECKLIST (Port Use Only)

- ☒ Application & App Fee
- ☒ Facility Supervisor Review
- ☒ Security Review
- ☐ General Manager Review
- ☐ Commission Approval
- ☐ Usage Fee *Please waive*
- ☐ Insurance Certificate
- ☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$110.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted in full at least one week (7-days) prior to the event. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. *At least 45 days' notice is recommended.*

Permittee will be required to carry comprehensive general liability insurance with, at a minimum, limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port of Newport with a Certificate of Insurance naming the Port as an additional insured, subject to confirmation. Additional coverage or limits may be required at the discretion of the General Manager. The Certificate of Insurance must be received by the Port at least one week (7-days) prior to the event.

Event Name: Newport Fishermen's Wives Blessing of the Fleet.
Event Date(s) and Time(s): May 5th 2019, Survival Suit Races 9am
Set-up Date and Start Time: Blessing @ 10:30, BBQ & highliner 1pm
Take-down Date and End Time: Ending BBQ - Highliner clean up by 5
Location: Survival Suit - deck 5, Blessing in Bay
Facilities to be used: BBQ, Highliner by the Yacht Club, England
Estimated Number of Participants: _____ Contestants: 20 per event
Vendors/Volunteers: 20
Attendees: BBQ - less than 200
Applicant/Signer: Amber Taunton - See For Fishermen's
Mailing Address: PO Box 971, Newport, OR 97365
Telephone: AMBER 503-440-1302 E-mail: newportfishermenswives.com

Contact Person (if different than applicant): Amber or Taunette

Contact Person's address, phone number and e-mail: _____

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

- ① We have a Survival Suit Race at dock 3 - Contestants jump into the water and race to a float or raft.
- ② Blessing of the fleet leaves from the dock on all boats that want to participate. They just circle in the bay.
- ③ BBQ + Hightiner Comp. TO THE EAST END

The following criteria may be used by the Port management to fully or partially waive the usage fee.

Is the applicant a non-profit or for-profit entity? NON profit

Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes?

yes - 100% to help fishing families during Christmas and during times of loss.

What other facilities or services will be requested from the Port?

We will need the BBQ and parking lot at the East end.

Does the event provide any direct benefit to the Port? Please describe.

We feel this event brings the Port and fishing community together and celebrates the relationship.

How will the Port of Newport be featured in your marketing/sponsorship promotions?

☐ Logo placement on website

☐ Link to the Port of Newport on website

☒ Logo on event shirt

☐ Banner displayed at event

☐ Booth space at event

☐ Goodie Bag insert

☐ Mention in radio advertising

Other (please describe):

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the above criteria:

Submitted by:  _____
(Signature)

USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER (reasonable estimate)	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$420.00
	201-500	\$683.00
	501-1000	\$945.00
	1,001- 5000	\$1470.00
	5,001-10,000	\$1,995.00
	10,001 – 20,000	\$2,520.00
	More than 20,000	\$5,250.00
Vendors	N/A	\$50/ per vendor
Port of Newport Fees (e.g. moorage)		

To submit electronically, save as **YOURNAME.supapp** and Submit Application to:

khewitt@portofnewport.com

Payment made be made over the phone by credit card, or mailed in by check or money order.

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective from June 19 and 20, 2019, 8:00 am to 5:00 pm each day, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Oregon State University (OSU) hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use the Recreational Marina: launch ramp, finger docks and rear section of the parking lot as designated by the Harbormaster. Use of designated area by Permittee is for the OSU and Scientific Boating Safety Association (SBSA) Motorboat Operator Training Course (MOTC).

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. (Exhibit A SUP Application with detailed description of event.)

Permit is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website portofnewport.com, and subject to the following terms and conditions:

1. **Application Fee.** A nonrefundable application fee in the amount of \$110.00, received 4/117/2019.
2. **Usage Fees.** WAIVED in consideration of non-profit status and educational purpose.
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, 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 of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella in addition to \$1 million per occurrence will be acceptable. Permittee will provide the Port with a Certificate of Insurance naming the Port as an additional insured **no later than 6/10/2019**.
5. **Condition of Premises.** 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-described 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. 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. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires June 20, 2019, 5:00 pm.

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

Port of Newport:

Accepted By:

, General Manager

Taylor Eaton
OSU Assistant Diving & Small Boat Safety Officer

ATTACHMENT: Exhibit A

SPECIAL USE PERMIT APPLICATION

Submit to: Administrative Supervisor
 Port of Newport
 600 SE Bay Blvd.
 Newport, Oregon 97365
 khewitt@portofnewport.com

SUP CHECKLIST
(Port Use Only)

- ☒ Application & App Fee
☒ Facility Supervisor Review
☐ Security Review
☒ General Manager Review
☐ Commission Approval
☐ Usage Fee
☐ Insurance Certificate
☐ SUP Issued

This application must be completed, signed, and submitted with a nonrefundable \$110.00 application fee, to be paid in cash, by check or by credit card. Any usage fees required of the applicant must be submitted in full at least one week (7-days) prior to the event. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. ***At least 45 days' notice is recommended.***

Permittee will be required to carry comprehensive general liability insurance with, at a minimum, limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port of Newport with a Certificate of Insurance naming the Port as an additional insured, subject to confirmation. Additional coverage or limits may be required at the discretion of the General Manager. The Certificate of Insurance must be received by the Port at least one week (7-days) prior to the event.

Event Name: OSU Scientific Boating Safety Association - Motorboat Operator Training Course

Event Date(s) and Time(s): 06/19 - 06/20, 2019

Set-up Date and Start Time: 06/19/2019 at 8am

Take-down Date and End Time: 06/20/2019 at 5pm

Location: South Beach Marina

Facilities to be used: launch ramp, finger docks, and rear section of parking lot

Estimated Number of Participants: _____ Contestants: _____

Vendors/Volunteers: _____

Attendees: 12 students 4 instructors

Applicant/Signer: _____

Mailing Address: A 312 Kerr Administration Bldg. Corvallis, OR 97331

Telephone: 541-740-4577 (cell) E-mail: kevin.buch@oregonstate.edu

Contact Person (if different than applicant): Taylor Eaton

Contact Person's address, phone number and e-mail: _____

A 312 Kerr Admin. Bldg. Corvallis, OR 97331, 541-698-8356, taylor.eaton@oregonstate.edu

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

The OSU Small Boat Safety Program will be facilitating a SBSA MOTC, which is a basic small motorboat operator course designed for students and researchers who operate small boats for their field work activities. For the class to run efficiently, adequate facilities and space are needed to launch and recover boats, pick up and drop off students, and practice trailer maneuvering in a safe, open space. More info can be found on the SBSA website at www.scientificboating.org.

The following criteria may be used by the Port management to fully or partially waive the usage fee.

Is the applicant a non-profit or for-profit entity? Yes, OSU is a public institution and SBSA is a non-profit

Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes?

The small course fee will go back to SBSA to help defer course costs

What other facilities or services will be requested from the Port?

There are no anticipated costs to the Port

Does the event provide any direct benefit to the Port? Please describe.

No direct benefits but lots of positive PR and some positive media

How will the Port of Newport be featured in your marketing/sponsorship promotions?

☐

Logo placement on website

☐

Link to the Port of Newport on website

☐

Logo on event shirt

☐

Banner displayed at event

☐

Booth space at event

☐

Goodie Bag insert

☐


Mention in radio advertising

Other (please describe):

If provided with a logo, we will feature the Port of Newport in our slide presentations and will also give personal acknowledgment of the Port's support at the event banquet.

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the above criteria:

The Port of Newport has traditionally agreed to help support the class by charging only the standard \$100.00 fee. This support is critical, as the budget for this project is very limited (teaching staff are mostly SBSA and OSU volunteer instructors), and yet it is very important for the students and scientists who will be working on the water.

Submitted by: 
(Signature)

USAGE FEE SCHEDULE

PARTICIPANTS	NUMBER (reasonable estimate)	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$420.00
	201-500	\$683.00
	501-1000	\$945.00
	1,001- 5000	\$1470.00
	5,001-10,000	\$1,995.00
	10,001 – 20,000	\$2,520.00
	More than 20,000	\$5,250.00
Vendors	N/A	\$50/ per vendor
Port of Newport Fees (e.g. moorage)		

To submit electronically, save as **YOURNAME.supapp** and Submit Application to:

khewitt@portofnewport.com

Payment may be made over the phone by credit card, or mailed in by check or money order.



Sponsorship Agreement: In Kind Sponsorship Value \$470.00.

Event Name: OSU and SBSA Motorboat Operator Training Course

Event Date: June 19th and 20th, 2019

Applicant: OSU, Taylor Eaton

Usage Fee: \$420.00

Applicant will provide:

- | | |
|---|---|
| <input type="checkbox"/> Logo placement on website | <input type="checkbox"/> Link to the Port of Newport on website |
| <input type="checkbox"/> Logo on event shirt | <input type="checkbox"/> Banner displayed at event |
| <input type="checkbox"/> Booth space at event | <input type="checkbox"/> Goodie Bag insert |
| <input type="checkbox"/> Mention in radio advertising | |

Other (please describe):

Port logo on slide presentations, acknowledgement of Port support at event banquet and any post-event news release.

Port of Newport will provide: Waiver of usage fees and waiver of launch fees.

X _____ Date: _____
, General Manager
Port of Newport

X _____ Date: _____
Taylor Eaton
OSU Assistant Diving & Small Boat Safety Officer

Port of Newport
600 SE Bay Blvd
Newport, OR 97365

CM Daily Sales

Date	Inv #
4/17/2019	Spec Use

Donor
OSU & Scientific Boating Safety Assoc A312 Kerr Administration Bldg. Corvallis, OR 97331

PAID
04/17/2019

Project

Item	Description	Rate	Quantity	Amount
Special Use Permits	Application Fee	110.00	1	110.00
			Total	\$110.00

PORT OF NEWPORT
COMMERCIAL FISHING USERS GROUP COMMITTEE MINUTES

April 18, 2019
Committee Meeting

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

Agenda Item

Audio
Time
0:00

I. CALL TO ORDER

Committee Chair Heather Mann called the Regular Meeting of the Port of Newport Commercial Fishing Users Group Committee to order at 9:01 am at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport, Oregon. Mann asked those present to introduce themselves.

Committee Members Present: Mike Pettis (Pos. #2); Heather Mann (Pos. #5); Ted Gibson (Pos. #6); Bob Eder (Pos. #9); and David Jincks (Pos. #11).

Alternates Present: Clay Archambault (Pos. #1); Cari Brandberg (Pos. #3); John Holt (Pos. #7); and Jerry Biddinger (Pos. #8).

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

Port Commission Liaisons: Sara Skamser and Jim Burke.

Management and Staff: Teri Dresler, Interim General Manager; Aaron Bretz, Director of Operations; Don Moon, International Terminal Supervisor; Mark Harris, Accounting Supervisor; and Karen Hewitt, Administrative Supervisor.

Members of the Public and Media: David Olsen, Newport resident; John Moody, Pacific Seafood; Josh Brown, Pacific Seafood; Mike Storey, F/V Pegasus; Rex Capri, Newport resident; Bill Olivera, Pacific Seafood; and Gary Ripka, fisherman.

II. CHANGES TO THE AGENDA

1:38

Mann requested information about squid at the Terminal. Jincks mentioned critical weight restrictions over the bow of the Hennebique located in the Newport International Terminal (NIT) lot. He asked that Port staff pay attention to managing use of that space.

III. PUBLIC COMMENT

3:15

There was no public comment at this time.

3:39

IV. PROPOSED PORT OF NEWPORT RATES FY 2019-2020

A. **Discussion of Staff Recommendations.** Bretz introduced the rates document and two related staff reports, included in the Meeting Packet. Bretz said no decisions had been made by the Commission regarding these proposed Rates. There was discussion about the timing of getting the electrical project done at PD5. Bretz reminded the committee that the Port Dock 5 Pier project is a precursor to upgrading pedestals.

Bretz shared some of his research on dockage rates for large vessels and possible consequences for the proposed increase in dockage at NIT. Mann asked where the revenue from increased fees would go. Dresler said the revenue goes into the General Fund from which expenses were paid for all lines of business. The Port can't afford to keep the lines of business separated because they can't pay for themselves from year to year; the lines of business would need to be self-sustaining to be isolated. There was additional discussion about the comparison of rates at NIT and the Commercial Marina, and the possible impact of rate changes on usage. Jincks commented on the value of services uniquely available at the terminal. There was discussion on options for adjusting transient rates to a greater percent. There was also discussion about the lack of availability of annual moorages, and possible consideration for home port boats.

Bretz shared research he had done on fuel surcharges. He added he was concerned about future regulations that could affect the Port on regulated fuel transfer requirements. There was discussion about the proposed truck fee per axle. Olivera asked about the per axle fee as it would apply to the fish plant. Bretz and Dresler both commented that the terms for leaseholders would be negotiated and addressed in their leases.

Mann expressed concern that the available storage at NIT was shrinking. Bretz said the Port would make storage on Port property work, and there were plans for paving. There was discussion about the advantages of storage at NIT and possible impacts from Rondys development. Bretz answered questions about how squid gear was being charged: storage, wharfage, trucks per axle, and service fees. The revenue generated has not yet been calculated. Dresler confirmed that there was not an agreement with the ice plant to use the pier; the plant was planned on Rondys property by Community Ice, LLC, led by George Hall and Ed Backus.

Mann asked about the reported reduction in revenue at NIT. Harris explained he had completed a 4 year month by month comparison, and a significant drop in revenue was found when there was a period of staff turnover, which may have resulted in inconsistent recording and oversight of revenue at NIT. He plans to look at the service tickets for that period. Harris added that revenue was trending back up. In addition, the Port is looking for ways to automate the process in this budget period.

Mann asked about Charter rates. Dresler said the Port was stepping up enforcement of proper licensing to get a better picture of the situation. Mann asked the group to come to a consensus for recommendations to the Commission at their next Budget Priorities Work Session. Dresler said the budget meeting would be an opportunity for the Commission to weigh in on priorities and seek more information from staff. A recommended budget would be prepared to be distributed to the Budget Committee on May 7th in preparation for their meeting on May 14th. May 1st would be a deadline for changes. Mann suggested that the Committee would provide recommendations regarding commercial moorage, NIT moorage, storage, truck fees and fuel surcharges. Bretz spoke to the benefits of committing to the three year plan for increasing commercial moorage rates. There was additional discussion about the funding for capital improvements. Dresler suggested the Committee comment on what was discussed today regarding the importance of rebuilding Port Docks 5 and 7, and said the electrical work being discussed is a preliminary slice of that huge project. Bretz added that the Port Dock 5 Pier rebuild is a precursor to these projects. There was additional discussion about the moorage rates options and impacts of those changes.

The Committee made the following recommendations by consensus:

1. Increase commercial moorage rates in line with the three-year non-compounded proposal, increasing daily and monthly moorage rates 15% and semi-annual and annual rates 10% for FY 2019-20.
2. Move forward with the proposed moorage exception rate at NIT.
3. Accept the storage rate change at NIT and encourage storage to remain on Port property.
4. Accept the proposed truck fee per axle with special arrangements for leaseholders.
5. Leave the fuel surcharge at the current rate.

V. NIT OPERATIONS

1:42:50

A. Gear Storage. This item was discussed as part of Item IV.

B. Forklift Use. Bretz gave a reminder to the Committee of the rule that only Port employees may operate a forklift on Port property, for both reasons of revenue and liability. This is different for leaseholders using forklifts on their leased property in the conduct of their business. There was some discussion about the guidelines. Bretz said it is important for the Port to maintain and regulate use at the pier.

VI. HB2284 UPDATE

1:46:26

Mann said that a hearing on the Bill was scheduled for Monday, April 22nd, at 3:00 pm, to be heard with two other bills. She may go and provide comment. Skamser said that she and Stewart Lamerdin were prepared to represent the Port; a Resolution had already been passed by the Commission in opposition to the Bill. Skamser said they were building on the relationship with the lawmakers and the community at large, and the Port has made a decision to get a communications consultant.

VII. FUTURE AGENDA ITEMS/COMMITTEE COMMENTS

1:50:30

Biddinger said that cleats are pulling loose at the outer dock on Port Dock 7. With salmon season kicking off, there will be an influx of trawlers; repairs are needed. Mann said that most of the Alaska boats are on the way back, most hoping to get in by June 15th. There are boats already double-tied at NIT. She added that an economic report on the commercial fishing industry is being prepared which will be publically available when complete.

VIII. PUBLIC COMMENT

There was no public comment at this time.

IX. ADJOURNMENT

1:57:00

Having no further business, the meeting adjourned at 10:58 am.

ATTESTED:

Heather Mann, Committee Chair

Bob Eder, Committee Vice-Chair



Lincoln County Public Works

Roy L. Kinion
Public Works Director

County of Lincoln

880 N.E. 7th Street
Newport, Oregon 97365-2513
Phone (541) 265-5747
FAX (541) 574-1295

February 6, 2019

Teri Dresler
Interim General Manager
PORT OF NEWPORT
600 SE Bay Blvd
Newport, OR 97365

RE: Request for Storm Drainage Easement.
Property: 11-11-09-CA-03600-00

Dear Ms. Dresler

This office is completing the preliminary design of a small parking lot on Yaquina Bay Road just north of a parcel owned by the Port of Newport (please see attached photo). The parking lot is needed to accommodate overflow parking at the Oregon State University Extension Service and the newly located Lincoln County Veteran's Services Office. The parking lot surface will be paved and will prevent rainwater from percolating into the soil as it does now. The expected runoff will not be allowed to spill over onto neighboring property but instead will be collected and piped to the bay.

Typically, we would install a catch basin and connect it to the road side ditch to convey stormwater to established bay outfalls. However, the ditches in this section of Yaquina Bay Road are too shallow to access and are crowded with utilities. The better option is to pipe the storm water down the eastern boundary of lot 11-11-09-CA-02700-00 to an outfall that will be constructed on property owned by the Port of Newport.

The purpose of this letter is to request a ten-foot-wide storm drainage easement across the east boundary of 11-11-09-CA-02700 (see attached) and Port owned property: 11-1109-CA-3600-00. This easement would be non-exclusive except that the county would have a right to construct, install, maintain, operate and access the storm drain. You would be able to use the surface of the easement in any manner that does not interfere with the County's ability to maintain the storm drain once it is installed (e.g. no buildings could be constructed over the drainage easement). The County would be responsible for the storm drainage equipment (pipe) while you would retain responsibility for any surface improvements.

RECEIVED

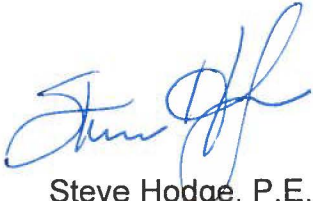
FEB 08 2018

PORT OF NEWPORT

The County would agree to hold harmless, defend, and indemnify the Port, and its successors and assigns, from any claim of liability involving the storm drain utility or arising out of the County's use of the easement.

I am hoping you can help us with this project. Please call me at 541-574-1212 to discuss my request or you may email me at jhodge@co.lincoln.or.us.

I look forward to hearing from you,

A handwritten signature in blue ink, appearing to read "Steve Hodge", with a stylized flourish at the end.

Steve Hodge, P.E.
County Engineer

Cc: file.

PROPOSED PARKING LOT

STEVE DRIVER & SIGNE
GRIMSTAD
P.O. BOX 1930
NEWPORT, OR 97365
11-11-09-CA-02700-00

Requested 10 ft easement

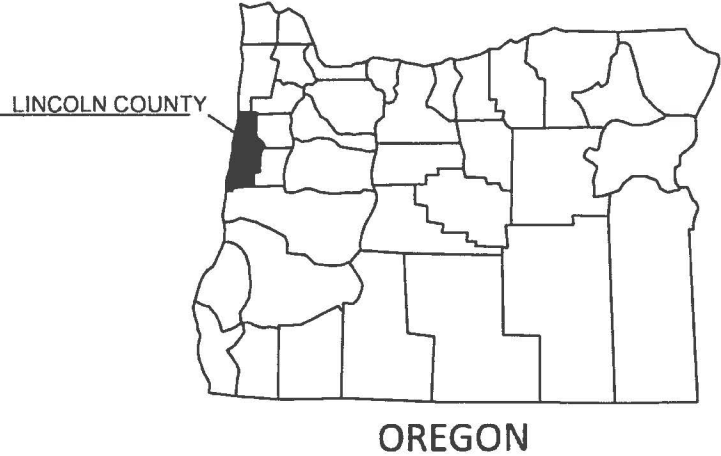
PORT OF NEWPORT
600 S. BAY RD
NEWPORT, OR 97365
11-11-09-CA-03600-00

PORT OF NEWPORT
600 S. BAY RD
NEWPORT, OR 97365
11-11-09-CD-00300-00

LINCOLN COUNTY, OREGON
LINCOLN COUNTY ROAD DEPARTMENT

PLANS FOR PROPOSED PROJECT
GRADING, STRUCTURE, AND PAVING

YAQUINA BAY ROAD
PARKING LOT



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	DEMOLITION
2	LAYOUT
3	BUS SHELTER
4	DETAILS
5	GRADING
6	DRAINAGE
	ODOT STANDARD DRAWINGS: RD 130, RD 300 RD 302, RD 364, RD 378, RD 390, RD 610, RD 1055, RD 1040 RD 317, RD 378



General Notes

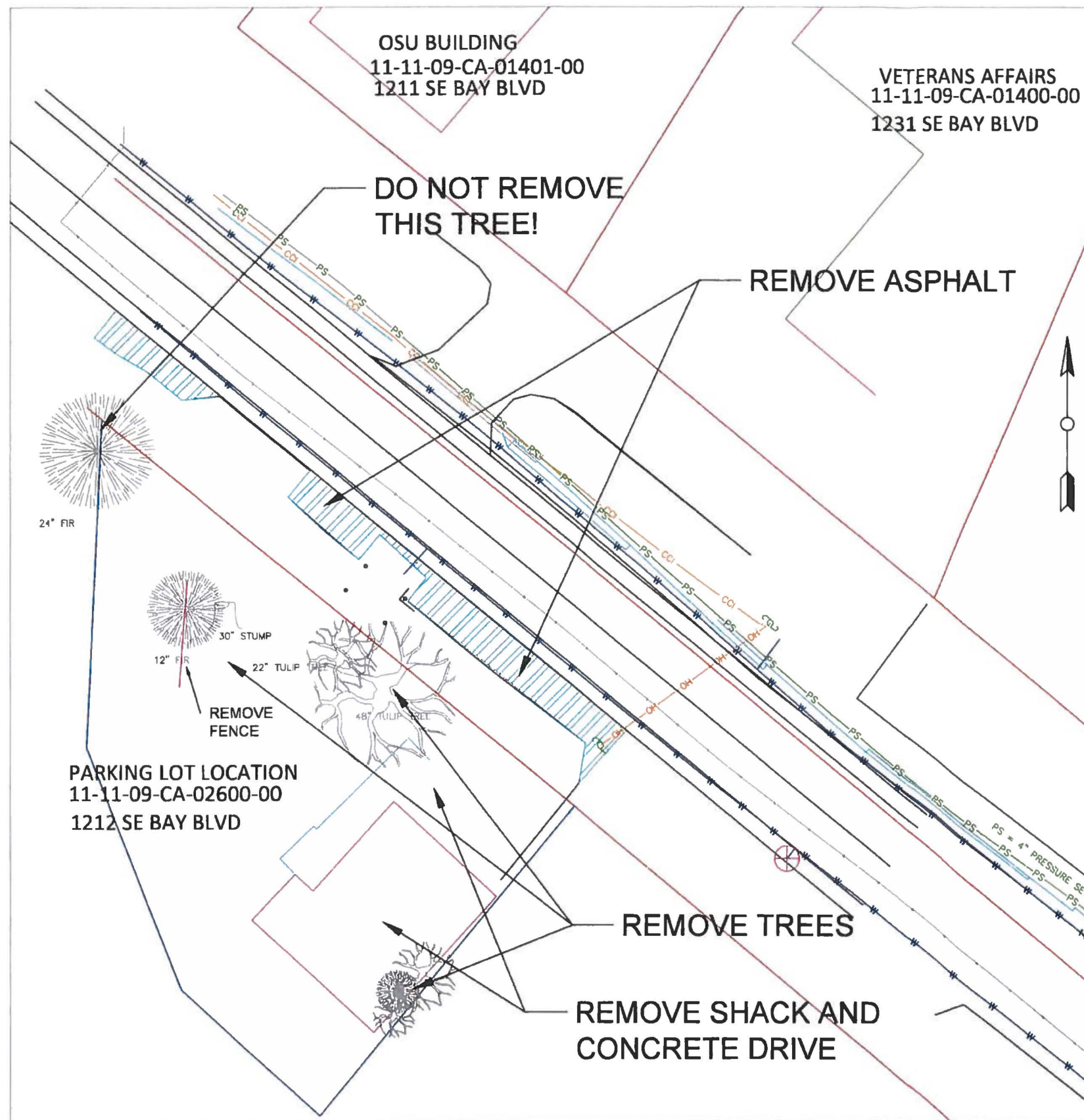
Expires: 06/30/2019

ATTENTION
Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 952-001-0090. You may obtain copies of the rules by calling the Center (NOTE: The Telephone number for the Oregon Utility Center is 503-232-1987)

No.	Revision/Issue	Date

Project Name and Address
Yaquina Bay Road Parking Lot
Public Works
880 NE 7th Street
Newport, OR 97365

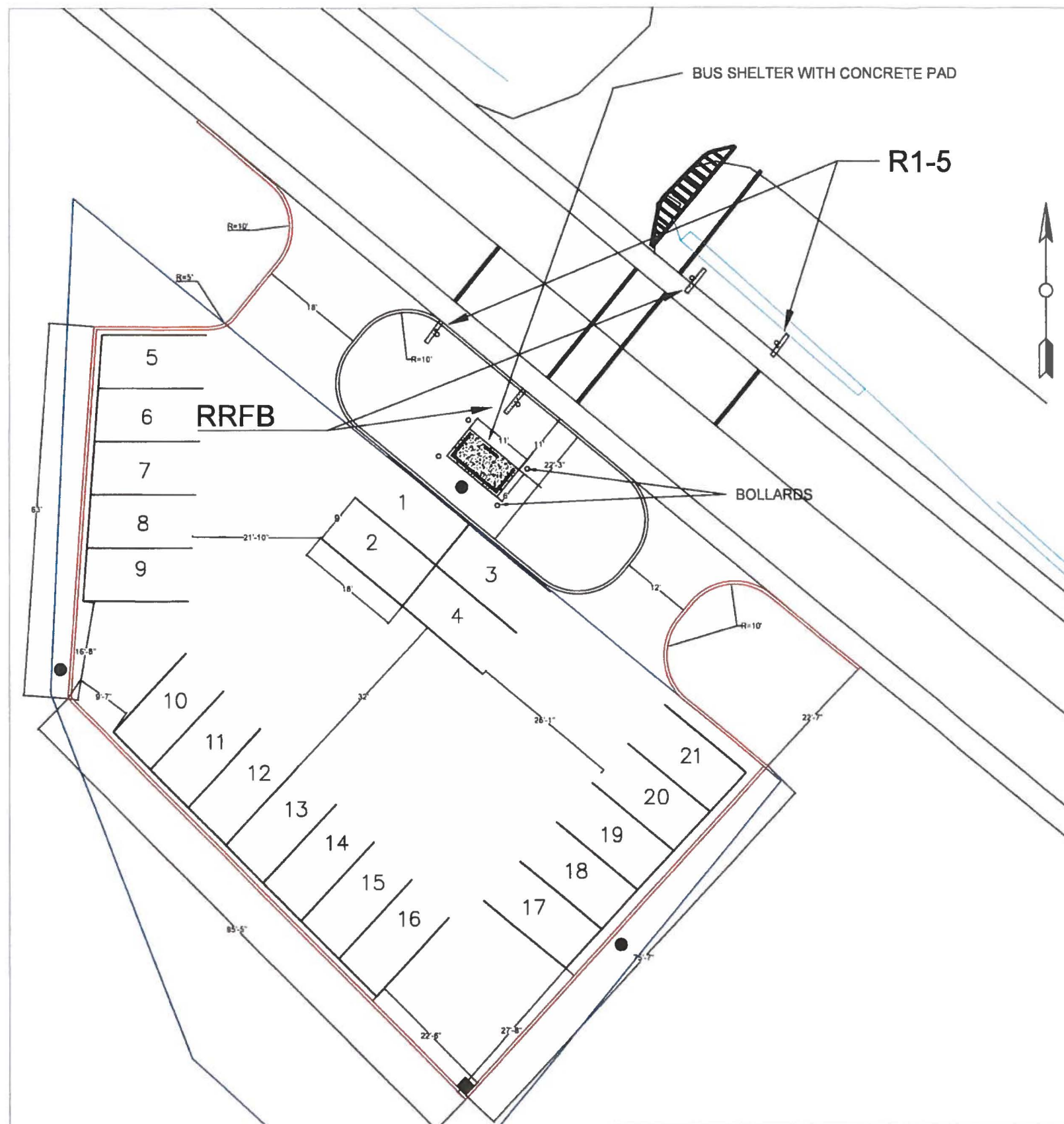
Project: Parking Lot	Sheet:
Date: 02/07/2019	S-0
Scale: N/A	



GENERAL NOTES

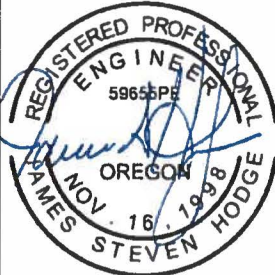

1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND THE REQUIREMENTS OF LINCOLN COUNTY AND THE CURRENT OREGON DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND CURRENT AMERICAN PUBLIC WORKS ASSOCIATIONS STANDARD FOR PUBLIC WORKS CONSTRUCTION.
2. THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND, OR ELBOW REQUIRED FOR INSTALLATION IN THE SPACE PROVIDED. THEY DO NOT SHOW EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT, OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES LAYING WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE, AND LOCATION BY UNCOVERING, PROVIDING SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IF THERE ARE ANY DISCREPANCIES.
3. EFFECTIVE EROSION CONTROL IS REQUIRED. EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED TO MEET THE LINCOLN COUNTY REQUIREMENTS. LINCOLN COUNTY AT ANY TIME MAY ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE EROSION CONTROL.
4. EFFECTIVE DRAINAGE CONTROL IS REQUIRED. DRAINAGE SHALL BE CONTROLLED WITHIN THE WORK SITE AND SHALL BE ROUTED SO THAT ADJACENT PRIVATE PROPERTY, PUBLIC PROPERTY, AND THE RECEIVING SYSTEM ARE NOT ADVERSELY IMPACTED. THE GOVERNING JURISDICTION MAY, AT ANY TIME, ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE DRAINAGE CONTROL.
5. CONTRACTOR SHALL ADJUST ALL STRUCTURES IMPACTED BY CONSTRUCTION IMPROVEMENT TO NEW FINISH GRADES.
6. EXCAVATION: EXCAVATE FOR SLABS, PAVING, AND OTHER IMPROVEMENTS TO SIZES AND LEVELS SHOWN OR REQUIRED. ALLOW FOR FORM CLEARANCE AND FOR PROPER COMPACTION OF REQUIRED BACKFILLING MATERIAL. EXCAVATORS MUST COMPLY WITH O.R.S. 757.541 THROUGH 757.571 SEVENTY-TWO HOURS PRIOR TO START OF WORK. DAMAGE TO UTILITIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. (ONE CALL LOCATE UTILITY NOTIFICATION CENTER - 1-800-332-2344).
7. WHERE CONNECTING TO AN EXISTING PIPE, AND PRIOR TO ORDERING MATERIALS THE CONTRACTOR SHALL EXPOSE THE END OF THE EXISTING PIPE VERIFY THE LOCATION, SIZE AND ELEVATION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
8. REQUEST BY THE CONTRACTOR FOR CHANGES TO THE PLANS MUST BE APPROVED BY THE ENGINEER
9. ASBESTOS REPORT INDICATES NO ASBESTOS ASSOCIATED WITH BUILDING. CERTIFIED ASBESTOS CONTRACTOR AND DISPOSAL IS NOT REQUIRED.

General Notes		
Expires: 06/30/2019		
No.	Revision/Issue	Date
Project Name and Address YAQUINA BAY ROAD PARKING LOT PUBLIC WORKS 880 NE 7TH STREET NEWPORT, OR 97365		
Project DEMOLITION	Sheet S-1	Date 02/07/2019
Scale 1" = 30'		Scale 1" = 30'

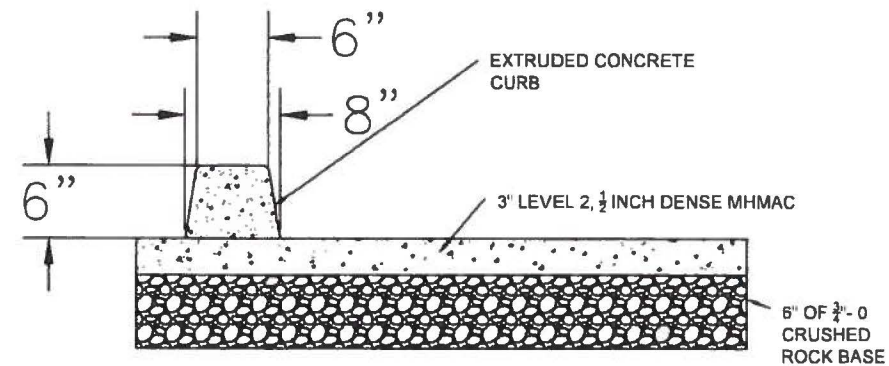
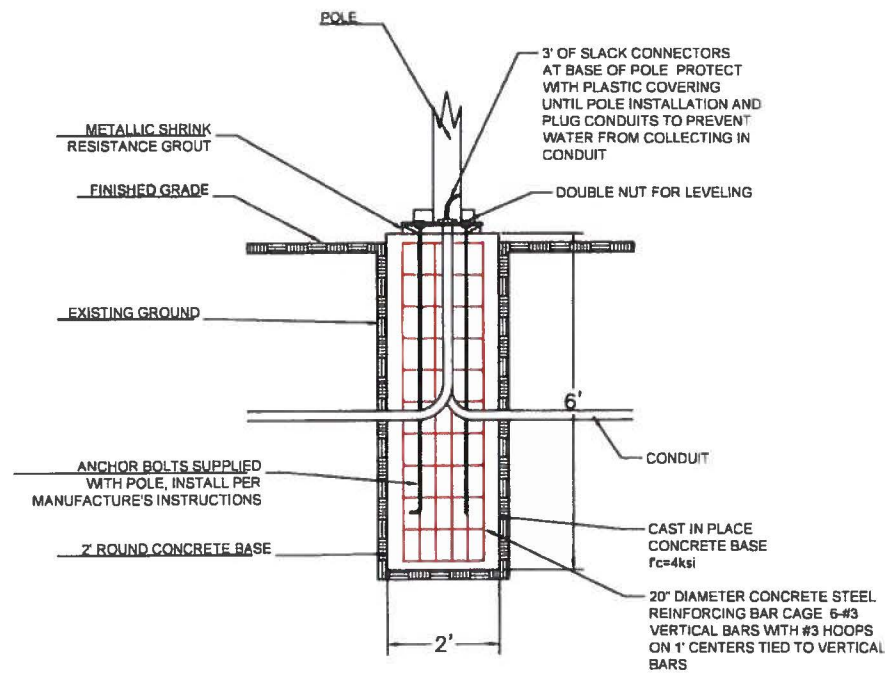


GENERAL NOTES

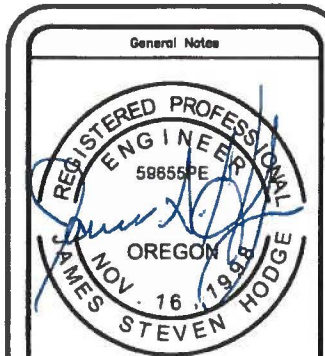
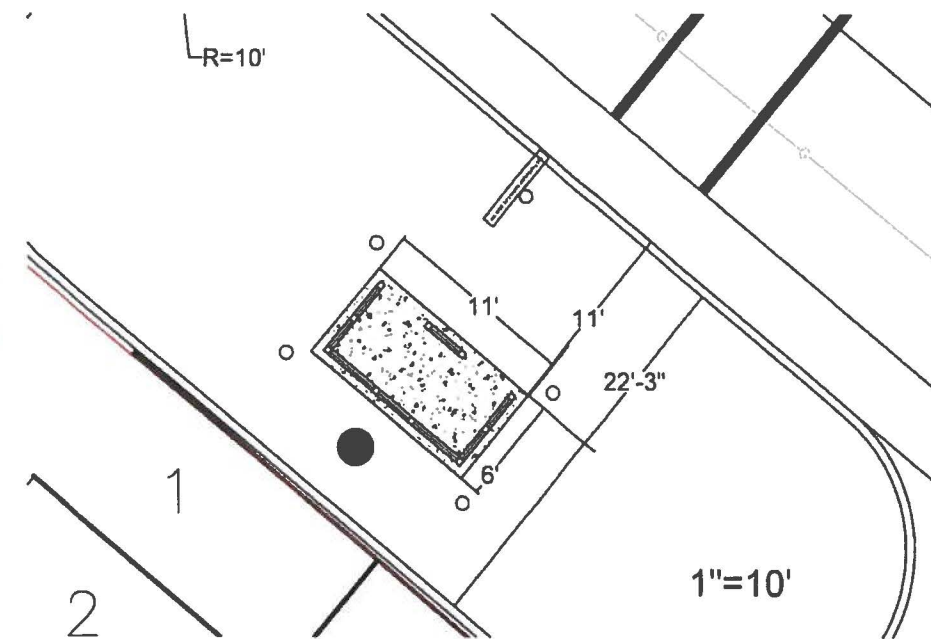
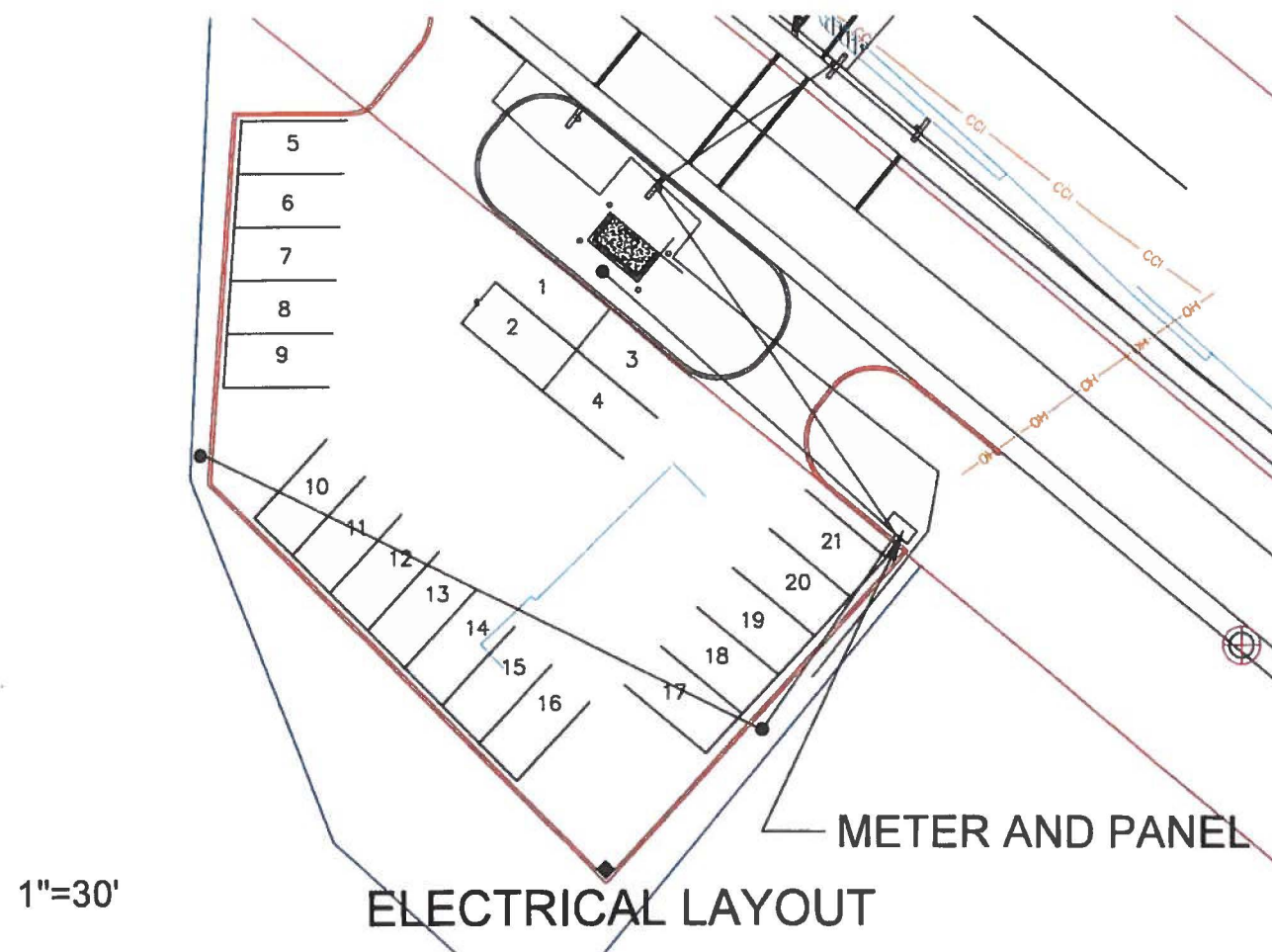
1. GENERAL SHELTER SPECIFICATIONS:
 - 1.1. FABRICATED FROM LIGHTWEIGHT, CORROSION RESISTANT ALUMINUM
 - 1.2. DIMENSIONS: 5'0" WIDE X 10'0" EXTERIOR HEIGHT WITH 83" CEILING HEIGHT.
 - 1.3. PROVIDE STANDARD 7 $\frac{3}{4}$ " SPACING AT BOTTOM
 - 1.4. ROOF DRAINS TO FULL PERIMETER GUTTER SYSTEM
 - 1.5. FIXED WINDOWS: SINGLE PANE $\frac{1}{4}$ " CLEAR TEMPERED SAFETY GLASS WITH CONCEALED GASKIT SYSTEM
 - 1.6. SHELTER INSTALLATION REQUIRES CONCRETE PAD TO BE A MINIMUM OF 12" LARGER THAN SHELTER IN BOTH LENGTH AND WIDTH.
 - 1.7. PAD MUST BE LEVEL WITHIN $\frac{1}{2}$ " OVER LENGTH AND WIDTH OF STRUCTURE
2. PLACE EXTRUDED CURB AROUND PERIPHERY OF LOT
3. STRIPE BORDER BETWEEN ROAD SHOULDER AND PARKING SPACE NUMBERS 1 AND 3.
4. YIELD HERE TO PEDESTRIAN SIGN R1-5
5. RECTANGULAR RAPID FLASHING BEACON: SC315-G (CARAMANAH TRAFFIC) OR EQUIVALENT. SEE ATTACHMENT.
6. STREET LAMP: 20 FOOT STEEL POLE AND E-APE17A-S340-U3Z.IES OR SIMILAR. SEE ATTACHMENT.
7. TOTAL LOT AREA = 10,420 SF
8. PARKING STALL = 162 SF

General Notes		
		
Expires: 06/30/2019		
No.	Revision/Issue	Date
		
Project Name and Address YAQUINA BAY ROAD PARKING LOT PUBLIC WORKS 880 NE 7TH STREET NEWPORT, OR 97365		
BUS SHELTER Date: 02/07/2019 Scale: 1" = 20'	S-3	

AREA LUMINAIRE POLE BASE



EXTRUDED CURB AND ASPHALT OVER BASE ROCK.



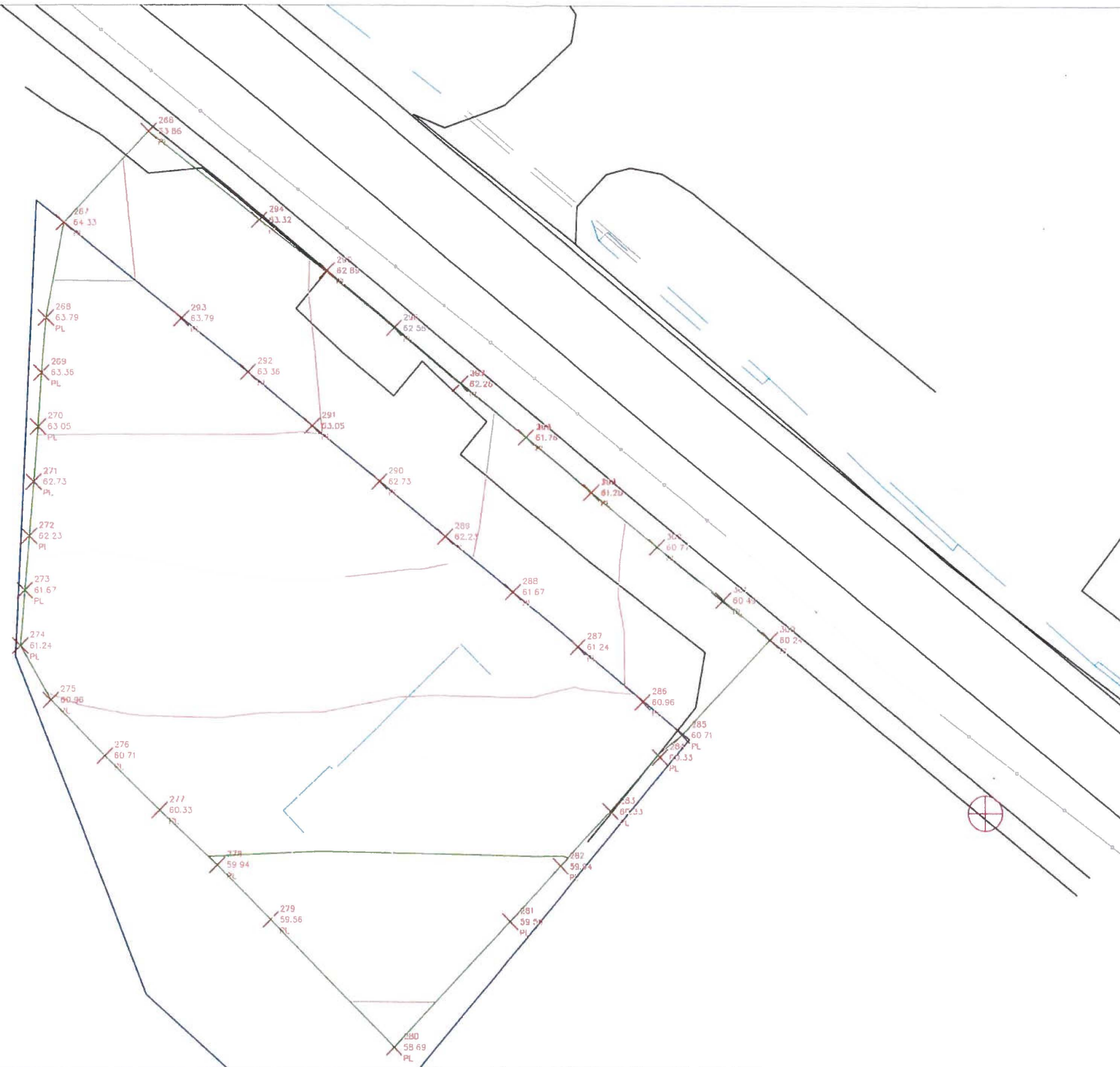
Expires: 06/30/2019

No.	Revision/Issue	Date

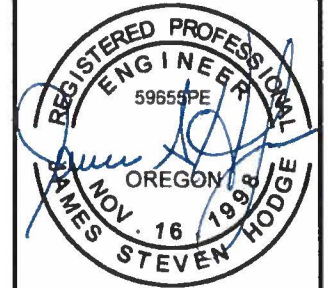


Project Name and Address
YAUQUINA BAY ROAD PARKING LOT
PUBLIC WORKS
880 NE 7TH STREET
NEWPORT, OR 97365

Project	DETAILS	Sheet
Date	02/07/2019	S-4
Scale	AS SHOWN	



General Notes



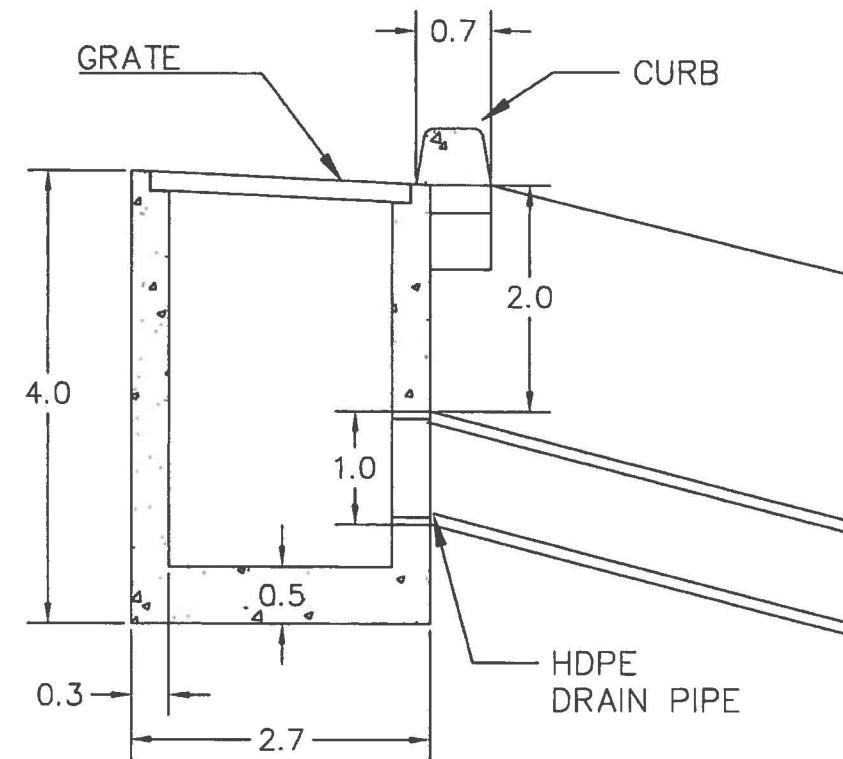
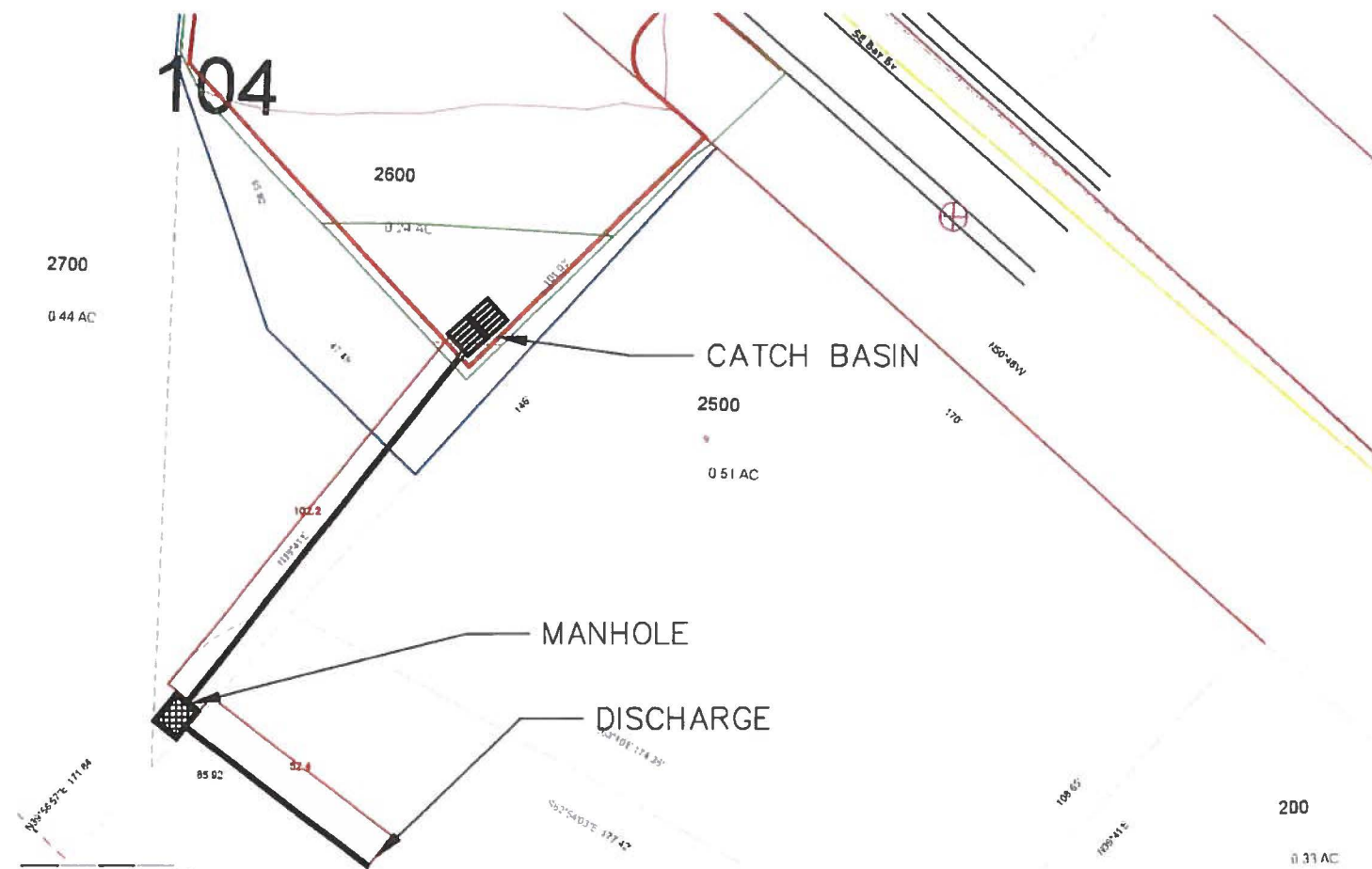
Expires: 06/30/2019

No.	Revision/Issue	Date

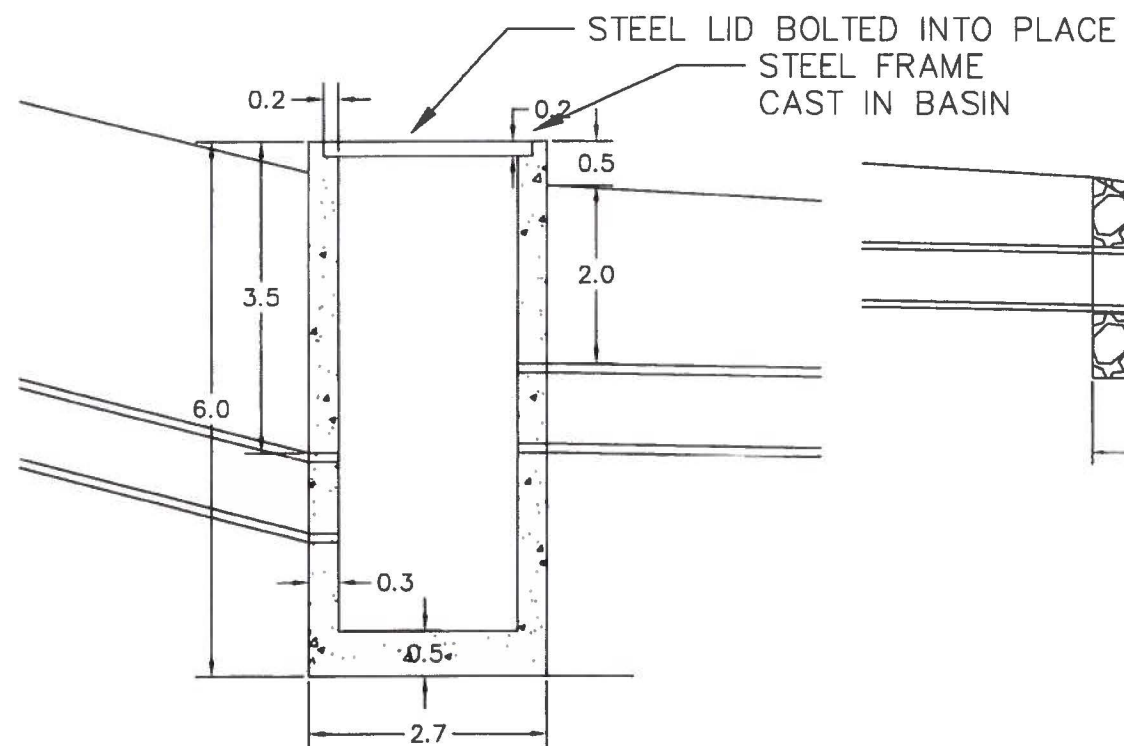


Project Name and Address:
YAQUINA BAY ROAD PARKING LOT
LINCOLN COUNTY PUBLIC WORKS
880 NE 7TH STREET
NEWPORT, OR 97365

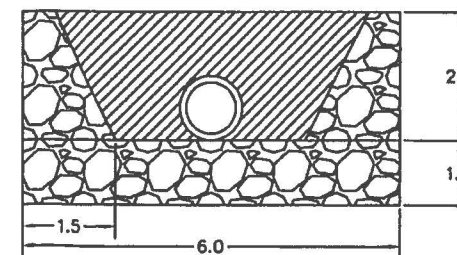
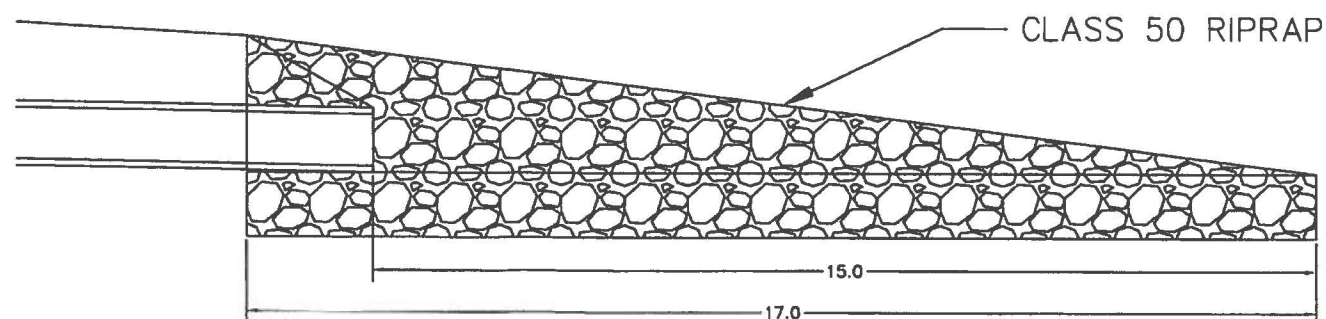
Project	GRADING	Sheet
Date	3/14/2019	S5
Scale	1" = 20'	



CATCH BASIN
(SEE RD378)

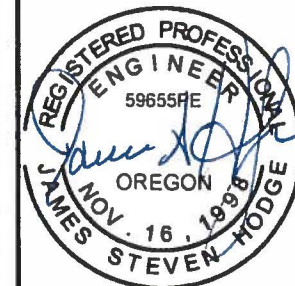


MANHOLE
(SEE RD378)



OUTLET END TREATMENT
(SEE RD317)

General Notes



Expires: 06/30/2019

No.	Revision/Issue	Date



Project Name and Address
YAKIMA BAY ROAD PARKING LOT
LINCOLN COUNTY PUBLIC WORKS
880 NE 7TH STREET
NEWPORT, OR 97365

Project	DRAINAGE	Sheet	S6
Date	3/20/2019		
Notes	AS SHOWN		



STAFF REPORT

DATE: April 25, 2019
RE: Contract Amendment #2 BergerABAM
TO: Port of Newport Board of Commissioners
ISSUED BY: Teri Dresler, Interim General Manager

BACKGROUND

The Port Commission approved a contract for Strategic Planning Services with BergerABAM on October 16, 2019 in the amount of \$59,995. The contract included work to be performed by BergerABAM to complete the 5-year update of the 2013 Port of Newport Strategic Business Plan and Capital Facilities Plan as required by the State of Oregon.

On March 26, 2019, the Commission approved a contract amendment in the amount of \$10,000 and increasing the contract scope to include a Finance Plan and additional work on the business and market analysis at the International Terminal. The amendment also includes the addition of the economist (a sub consultant) travelling to Newport with BergerABAM on their second trip to Newport. These adjustments were made to provide more opportunity for the Port Commission and the community to interact with the author of the business and market analysis. A third pre planned visit to Newport was deleted to reduce overall costs in the contract. The contract cost with this amendment increased from \$59,995 to \$69,995.

The requested amendment #2 further modifies the scope of work and provides funds for the consultant to accommodate updates and revisions requested by the Port. The additional revisions are necessary due to a second round of review and comment requested by the Commission to further engage the community. This additional review and update work was not included in the original contract. The Commission also requested that an updated history section be included in the final document. That work is being completed by our communications consultant and will be inserted into the final document. The final plan will be delivered no later than May 10, 2019.

BUDGET IMPLICATIONS

The requested amendment in the amount of \$1,772.00 increases the total contract amount to \$71,767.00. The current Fiscal Year 2018/2019 budget can accommodate this increase amount without negative impact to another program.

RECOMMENDATIONS

I recommend a motion to AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE CONTRACT AMENDMENT #2 WITH BERGERABAM FOR STRATEGIC PLANNING SERVICES, NOT TO EXCEED \$1,772.00.

22 April 2019

Port of Newport
Attn: Teri Dresler, Interim Port Manager
600 Southeast Bay Boulevard
Newport, OR 97365

Subject: Contract Agreement Amendment No. 2
Additional Draft Strategic Business Plan
BergerABAM Project No. A19.0100.00

Dear Ms. Dresler:

This contract amendment request reflects discussions between BergerABAM and the Port of Newport (Port) in March and April 2019 regarding additional and revised services related to the Port's Strategic Business Plan and Capital Improvement Plan update.

PROJECT UNDERSTANDING

The Port of Newport selected BergerABAM and BST Associates to update its 2013 Strategic Business Plan (SBP). The original contract, dated 10 October 2018, included five tasks (project management, community outreach, data collection and inventory, draft strategic business plan update, and final strategic business plan update). A contract amendment approved by the Port on 27 March 2019 included the addition of a financial plan and a revised market analysis. The original contract included a single round of review and comment on the draft and final strategic business plan document. The first contract amendment did not change this aspect of the original contract. The Port has requested an additional round of review and comment on the final strategic business plan document.

MODIFICATIONS TO APPROVED SCOPE OF WORK

The following scope of work identifies the amended tasks as requested by the Port.

Task 5: Final Strategic Business Plan

BergerABAM will prepare a final strategic business plan that incorporates minor updates and revisions discussed at the March 2019 Port Commission and public meetings and subsequent public comment period. Minor updates and revisions will include a revised introduction, clarification of the structure of the strategic business plan document, and incorporation of the history section provided by the Port.

Assumptions

- Port will provide a revised history section.
- Port will provide one consolidated set of Port Commission and public comments.
- Minor updates and revisions will not exceed 6 hours.
- Final strategic business plan will be provided in electronic (PDF) format.

Teri Dresler, Interim Port Manager
22 April 2019
Page 2

Deliverables

- Final strategic business plan

COMPENSATION

The fee for this amendment is \$1,772.00, which increases the total fee for the project from \$69,996 to \$71,768, which will be billed in accordance with the hourly rates currently in use.

ACCEPTANCE

Terms and conditions included in the original contract with the Port of Newport (dated 10 October 2018) and the amendment (dated 27 March 2019) are incorporated as part of this amendment. In witness whereof, this amendment has been executed under the provisions of the referenced original contract between BergerABAM and Port of Newport. By signature below, the parties agree that all the terms and conditions of the original agreement shall be of full force and effect.

If you agree with the above, please show your agreement by signing this contract in the space provided below and returning a copy to my attention. If you have any questions, please call me at 360/823-6114. Thank you.

Sincerely,



Helen Devery
Vice President

HD:JSK:llt

PORT OF NEWPORT

Signature

Name (Printed)

Title

Date

GENERAL OPERATING FUND
RESOURCES (REVENUES)

	Historical Data			Description		Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
	A	B	C	D		E	F	
1	\$1,872,138	\$2,241,176	\$1,729,218	1	Working Capital (Accrual Basis)	\$2,450,000	41.7%	1
2				2				2
3				3	Operating Revenues			3
4				4	Leased Properties			4
5	631,802	684,094	687,000	5	Lease Revenue (all but NOAA)	720,000	4.8%	5
6				6	Newport International Terminal			6
7	111,743	85,602	100,000	7	Moorage	156,000	56.0%	7
8	113,498	101,599	88,115	8	Equipment Rental	140,000	58.9%	8
9	114,572	66,809	87,835	9	Services	110,000	25.2%	9
10	4,680	0	0	10	Shipping Terminal Revenue	3,000	100.0%	10
11	121,645	134,330	138,650	11	Lot Storage and Other	166,000	19.7%	11
12	466,138	388,340	414,600	12	Subtotal - Newport International Terminal	575,000	38.7%	12
13				13	Commercial Marina			13
14	420,801	418,203	454,800	14	Moorage	512,000	12.6%	14
15	75,015	127,079	106,650	15	Hoist Dock Equipment Rental	140,000	31.3%	15
16	107,927	155,312	130,670	16	Hoist Dock Services	170,000	30.1%	16
17	95,638	96,385	105,180	17	Lot Storage and Other	108,000	2.7%	17
18	699,381	796,979	797,300	18	Subtotal - Commercial Marina	930,000	16.6%	18
19				19	South Beach Marina			19
20	732,202	798,892	746,400	20	Moorage	850,000	13.9%	20
21	13,804	13,854	20,100	21	Live-aboard Revenue	26,000	29.4%	21
22	3,376	3,682	2,160	22	Services	4,000	85.2%	22
23	44,368	58,504	86,200	23	Launch Ramp Revenue	72,000	-16.5%	23
24	21,542	20,308	26,000	24	Boat and Trailer Storage	20,000	-23.1%	24
25	18,317	28,440	19,640	25	Lot Storage and Other	38,000	93.5%	25
26	833,609	923,680	900,500	26	Subtotal - South Beach Marina	1,010,000	12.2%	26

**Port of Newport
FY 2019-2020**

**GENERAL OPERATING FUND
RESOURCES (REVENUES)**

	Historical Data				Description	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
27				27	South Beach RV Park			27
28	586,231	656,198	730,000	28	Main RV Park Site Fees	750,000	2.7%	28
29	155,139	229,300	186,300	29	Annex Site Fees	260,000	39.6%	29
30	44,602	83,622	73,700	30	Dry Camping Site Fees	100,000	35.7%	30
31	0	0	16,000	31	Propane	0	-100.0%	31
32	55,773	47,934	35,700	32	Services and Other	48,000	n/a	32
33	841,745	1,017,054	1,041,700	33	Subtotal - South Beach RV Park	1,158,000	11.2%	33
34	3,086	36,807	5,000	34	Surplus Property and Dredge Sales	10,000	100.0%	34
35	36,098	45,444	34,800	35	Miscellaneous Revenue (Admin Fees)	38,000	9.2%	35
36	3,511,859	3,892,398	3,880,900	36	Total Operating Revenues	4,441,000	14.4%	36
37				37	Non-operating Revenues			37
38	10,828	2,772	88,050	38	Grants and Other	256,300	191.1%	38
39	218,878	0	34,500	39	Capital Contributions	0	n/a	39
40	210,295	89,396	0	40	Loan Proceeds	0	n/a	40
41	8,195	9,834	8,000	41	Interest	60,000	650.0%	41
42				42	Property Taxes Estimated to be Received			42
43	99,497	102,754	98,000	43	Current Year	105,000	7.1%	43
44	4,051	14,474	4,000	44	Previously Levied Taxes	10,000	150.0%	44
45	103,548	117,228	102,000	45	Subtotal - Property Taxes Estimated to be Received	115,000	12.7%	45
46	551,744	219,230	232,550	46	Total Non-operating Revenues	431,300	85.5%	46
47				47				47
48	4,063,603	4,111,628	4,113,450	48	Total Revenues	4,872,300	18.4%	48
49				49				49
50	\$5,935,741	\$6,352,804	\$5,842,668	50	TOTAL RESOURCES	\$7,322,300	25.3%	50

**Port of Newport
FY 2019-2020**

**GENERAL OPERATING FUND
PERSONNEL SERVICES**

	Historical Data					Number of Employees	Range	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019					Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018								
	A	B	C	Description		E	F	G	H	
1	\$848,595	\$889,755	\$1,108,602	1	Wages	26.0 FTE	11.19-70.59	\$1,251,224	12.9%	1
2	82,558	79,136	103,109	2	Payroll Tax Expense			116,212	12.7%	2
3	7,845	40,994	62,461	3	PERS - Retirement			88,595	41.8%	3
4	155,337	139,774	212,072	4	Health Insurance			233,800	10.2%	4
5	30,991	36,248	38,121	5	Workers' Compensation Insurance			40,208	5.5%	5
6	8,821	5,706	5,635	6	Employee Incentives and Other			5,500	-2.4%	6
7				7						7
8				8						8
9	\$1,134,147	\$1,191,613	\$1,530,000	9	TOTAL PERSONNEL SERVICES			\$1,735,539	13.4%	9

GENERAL OPERATING FUND
MATERIALS AND SERVICES

	Historical Data			Description		Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
	A	B	C	D		E	F	
1			\$165,300	1	Insurance	\$160,300	-3.0%	1
2				2	Professional Fees			2
3			49,500	3	Legal	32,000	-35.4%	3
4			87,800	4	Audit and Accounting	45,000	-48.7%	4
5			25,000	5	Update Strategic Business and Capital Facilities Plans	0	-100.0%	5
6			1,275	6	Tenant Screening Services	2,200	72.5%	6
7			0	7	Communications Consultant	30,000	n/a	7
8			0	8	Grant Writing	30,000	n/a	8
9			0	9	Planning Project Manager	10,000	n/a	9
10			0	10	ERP Consultant	25,000	n/a	10
11			163,575	11	Subtotal - Professional Fees	174,200	6.5%	11
12			19,500	12	Marketing and Promotion	20,200	3.6%	12
13			17,150	13	Dues and Subscriptions	25,000	45.8%	13
14			48,000	14	Training and Education	27,750	-42.2%	14
15			17,450	15	Travel	16,200	-7.2%	15
16				16	Office and Admin Expense			16
17			44,300	17	Bank Fees	48,200	8.8%	17
18			25,000	18	Accounting Automation	0	n/a	18
19			30,000	19	IT Hardware/Software and Supplies	47,000	56.7%	19
20			13,700	20	Office Supplies	18,700	36.5%	20
21			5,800	21	Equipment Rental and Leases	5,700	-1.7%	21
22			5,225	22	Meeting Supplies	3,100	-40.7%	22
23			2,375	23	Postage and Shipping	5,950	150.5%	23
24			126,400	24	Subtotal - Office and Admin Expense	128,650	1.8%	24
25			6,000	25	Bad Debt Expense	8,000	33.3%	25
26			9,500	26	Licenses and Permit Fees	10,000	5.3%	26

**Port of Newport
FY 2019-2020**

**GENERAL OPERATING FUND
MATERIALS AND SERVICES**

	Historical Data					Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019					
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
				Description		Preliminary Recommendations	% +/- from Prior Year	
27				27	Utilities			27
28			255,500	28	Electricity	250,500	-2.0%	28
29			131,500	29	Water and Sewer	153,400	16.7%	29
30			3,300	30	Natural Gas	3,400	3.0%	30
31			73,500	31	Refuse and Recycling	93,260	26.9%	31
32			41,200	32	Telecommunications	57,050	38.5%	32
33			505,000	33	Subtotal - Utilities	557,610	10.4%	33
34				34	Contract and Support Services			34
35			86,652	35	Security and Facilities Code Enforcement	90,000	3.9%	35
36			205,922	36	Contract and Support Services - Other	252,250	22.5%	36
37			292,574	37	Subtotal - Contract and Support Services	342,250	17.0%	37
38			151,700	38	Repairs and Maintenance	197,100	29.9%	38
39			15,900	39	Equipment	16,800	5.7%	39
40			80,150	40	Materials and Operating Supplies	83,900	4.7%	40
41			7,000	41	Shipping Expenses - ILWU Wages (Billed to Ships)	2,000	-71.4%	41
42			38,500	42	DSL and State Land Fees	72,250	87.7%	42
43			13,500	43	Trailer and Land Leases	13,200	-2.2%	43
44			0	44	Grant Expenses	256,300	n/a	44
45			0	45	Boat Disposal	25,000	n/a	45
46				46				46
47	\$1,337,289	\$1,539,961	\$1,677,199	47	TOTAL MATERIALS & SERVICES	\$2,136,710	27.4%	47

**Port of Newport
FY 2019-2020**

**GENERAL OPERATING FUND
ALL OTHER REQUIREMENTS**

	Historical Data			Description		Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
	A	B	C	D		E	F	
1				1	Capital Outlay			1
2				2	10 Speed Queen washers	\$17,500		2
3				3	Maintenance Department Truck	15,000		3
4				4	Yamaha 115HP outboard motor	11,800		4
9				9		0		9
10				10		0		10
11	654,831	118,295	30,000	11	Total Capital Outlay	44,300	47.7%	11
12				12				12
13	699,934	732,719	883,714	13	Debt Service	786,890	-11.0%	13
14				14				14
15				15	Transferred OUT			15
16				16	To Facilities Maintenance Reserve Fund	139,800		16
17				17	To Construction Fund	1,194,970		17
18	60,000	160,000	274,792	18	Total Transferred OUT, to Other Funds	1,334,770	385.7%	18
19				19				19
20	0	0	150,000	20	Contingency	75,000		20
21				21				21
22				22				22
23	2,049,540	2,610,216		23	Ending Balance (Prior Years)			23
24			1,271,962	24	Unappropriated Ending Fund Balance (UEFB)	1,209,091		24
25				25				25
26	\$5,935,741	\$6,352,804	\$5,817,667	26	TOTAL REQUIREMENTS	\$7,322,300	25.9%	26

	Historical Data				Description	Budget for Fiscal Year 2019-2020			
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year		
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018							
	A	B	C		D	E	F		
1				1	RESOURCES			1	
2	\$387,328	\$334,400	\$395,700	2	Working Capital	\$95,000	-76.0%	2	
3				3				3	
4				4	Revenues			4	
5	38,083	36,027	25,000	5	Previously Levied Taxes to be Received	32,000	28.0%	5	
6	1,431	2,182	1,800	6	Interest	7,000	288.9%	6	
7	39,514	38,209	26,800	7	Total Revenues	39,000	45.5%	7	
8				8				8	
9			488,455	9	Taxes Estimated to be Received	800,000	63.8%	9	
10	944,298	942,646		10	Taxes Collected in Year Levied			10	
11	\$1,371,140	\$1,315,255	\$910,955	11	TOTAL RESOURCES	\$934,000	2.5%	11	
12				12	REQUIREMENTS			12	
13				13	Bond Principal Payments			13	
14				14	Bond Issue	Budgeted Payment Date		14	
15	\$125,000	\$0	\$0	15	2007		\$0	15	
16	120,000	125,000	0	16	2008	N/A	0	16	
17	65,000	65,000	70,000	17	2011	January 1	70,000	0.0%	17
18	155,000	135,000	270,000	18	2016	January 1	280,000	3.7%	18
19	465,000	325,000	340,000	19	Total Principal		350,000	2.9%	19
20				20				20	
21				21	Bond Interest Payments			21	
22				22	Bond Issue			22	
23	2,500	0	0	23	2007		0	23	
24	7,400	2,500	0	24	2008	N/A	0	24	
25	270,630	268,355	267,055	25	2011	July 1 and January 1	265,000	-0.8%	25
26	291,210	275,925	273,900	26	2016	July 1 and January 1	266,000	-2.9%	26
27	571,740	546,780	540,955	27	Total Interest		531,000	-1.8%	27
28				28				28	
29	334,400	443,475		29	Ending Balance (Prior Years)			29	
30			30,000	30	Total Unappropriated Ending Fund Balance (UEFB)		53,000	76.7%	30
31				31				31	
32	\$1,371,140	\$1,315,255	\$910,955	32	TOTAL REQUIREMENTS		\$934,000	2.5%	32

FACILITIES MAINTENANCE RESERVE FUND
BUDGET DETAIL

	Historical Data				Description	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
	A	B	C		D	E	F	
1				1	RESOURCES			1
2	\$73,778	\$72,323	\$54,733	2	Working Capital	\$137,500	151.2%	2
3				3				3
4				4	Revenues			4
5	161	110	100	5	Interest	2,700	2600.0%	5
6	60,000	160,000	264,792	6	Transferred IN, from Other Funds	139,800	-47.2%	6
7				7				7
8	60,161	160,110	264,892	8	Total Revenues	142,500	-46.2%	8
9				9				9
10	\$133,939	\$232,433	\$319,625	10	TOTAL RESOURCES	\$280,000	-12.4%	10
11				11	REQUIREMENTS			11
12				12	Expenses			12
13				13	Capital Outlay			13
14				14	CM - Replace 6 pilings - PD5 and PD7 E and F	\$120,000		14
15				15		0		15
16				16		0		16
17				17		0		17
18				18		0		18
19	\$61,616	\$101,388	\$259,625	19	Total Capital Outlay	\$120,000	-53.8%	19
20				20				20
21	0	0	10,000	21	Contingency	10,000	0.0%	21
22				22				22
23	0	0	0	23	Transferred OUT, to Other Funds	0	n/a	23
24				24				24
25	61,616	101,388	269,625	25	Total Expenses	130,000	-51.8%	25
26				26				26
27	72,323	131,045		27	Ending Balance (Prior Years)			27
28	0	0	50,000	28	Reserved for Future Expenditure	0	-100.0%	28
29			0	29	Unappropriated Ending Fund Balance (UEFB)	150,000	n/a	29
30				30				30
31	\$133,939	\$232,433	\$319,625	31	TOTAL REQUIREMENTS	\$280,000	-12.4%	31

	Historical Data					Budget for Fiscal Year 2019-2020		
	Actual		Preliminary Recommendations			% +/- from Prior Year		
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018					Adopted Budget This Year 2018-2019	
	A	B	C	D		E	F	
1				1	RESOURCES			1
2	\$79,229	\$53,320	\$44,055	2	Working Capital	\$25,000	-43.3%	2
3				3				3
4				4	Revenues			4
5	62	126	120	5	Interest	30	-75.0%	5
6	0	0	0	6	Intergovernmental	1,200,000	100.0%	6
7	26,441	0	0	7	Grants	0	n/a	7
8	0	0	10,000	8	Transferred IN, from Other Funds	1,194,970	11849.7%	8
9				9				9
10	26,503	126	10,120	10	Total Revenues	2,395,000	23566.0%	10
11				11				11
12	\$105,732	\$53,446	\$54,175	12	TOTAL RESOURCES	\$2,420,000	4367.0%	12
13				13	REQUIREMENTS			13
14				14	Expenses			14
15				15	Capital Outlay			15
16				16	PD5 pier construction	\$2,400,000		16
17				17	Work in Progress - ITSF	10,000		17
18				18		0		18
19				19		0		19
20				20		0		20
21	\$52,892	\$11,035	\$28,000	21	Total Capital Outlay	\$2,410,000	8507.1%	21
22				22				22
23	0	0	10,000	23	Contingency	10,000	0.0%	23
24				24				24
25	0	0	0	25	Transferred OUT, to Other Funds	0	n/a	25
26				26				26
27	52,892	11,035	38,000	27	Total Expenses	2,420,000	6268.4%	27
28				28				28
29	52,840	42,411		29	Ending Balance (Prior Years)			29
30	0	0	0	30	Reserved for Future Expenditure	0	100.0%	30
31			16,175	31	Unappropriated Ending Fund Balance (UEFB)	0	n/a	31
32				32				32
33	\$105,732	\$53,446	\$54,175	33	TOTAL REQUIREMENTS	\$2,420,000	4367.0%	33

Port of Newport
FY 2019-2020

NOAA LEASE REVENUE FUND
BUDGET DETAIL

	Historical Data				Description	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
1				1	RESOURCES			1
2	\$5,728,779	\$5,745,855	\$5,718,150	2	Working Capital	\$5,655,000	-1.1%	2
3				3				3
4				4	Operating Revenues			4
5	2,533,302	2,532,759	2,544,000	5	Lease Revenue	2,545,000	0.0%	5
6				6				6
7				7	Non-operating Revenues			7
8	10,962	13,022	12,000	8	Interest	100,000	733.3%	8
9	128	910	950	9	Grants and Other Revenues	1,000	5.3%	9
10	0	0	0	10	Transferred IN, from Other Funds	0	n/a	10
11	\$11,090	\$13,932	\$12,950	11	Total Non-operating Revenues	\$101,000	679.9%	11
12				12				12
13	\$2,544,392	\$2,546,691	\$2,556,950	13	Total Revenues	\$2,646,000	3.5%	13
14				14				14
15	\$8,273,171	\$8,292,546	\$8,275,100	15	TOTAL RESOURCES	\$8,301,000	0.3%	15
16				16	REQUIREMENTS			16
17				17	Operating Expenses			17
18				18	Personnel Services (1 FTE)			18
19	\$57,949	\$52,208	\$55,714	19	Wages	\$57,962	4.0%	19
20	5,420	4,184	5,048	20	Payroll Tax Expense	5,271	4.4%	20
21	7,811	8,121	8,638	21	Health Insurance	9,892	14.5%	21
22	363	2,213	2,568	22	PERS - Retirement	3,559	38.6%	22
23	3,687	4,510	6,142	23	Workers' Compensation Insurance	3,611	-41.2%	23
24	98	98	196	24	Employee Incentives and Other	200	2.0%	24
25	75,328	71,334	78,306	25	Total Personnel Services	80,495	2.8%	25
26				26	Materials and Services			26
27	118,774	96,978	125,000	27	Insurance	100,000	-20.0%	27
28	3,262	24,846	19,000	28	Professional Services	118,500	523.7%	28
29	0	1,424	50	29	Dues & Subscriptions	2,000	3900.0%	29
30	140	0	1,000	30	Education and Travel	1,000	0.0%	30

**Port of Newport
FY 2019-2020**

**NOAA LEASE REVENUE FUND
BUDGET DETAIL**

	Historical Data				Description	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
31				31	Office and Administration Expenses			31
32	526	854	800	32	Office Supplies	600	-25.0%	32
33	88	95	100	33	Meeting Supplies	100	0.0%	33
34	0	0	100	34	Postage and Shipping	300	200.0%	34
35	1,301	0	3,000	35	IT Hardware and Software	1,000	-66.7%	35
36	60	96	100	36	Bank and Payroll Fees	100	0.0%	36
37	650	650	750	37	Loan Fee Administration (US Bank)	750	0.0%	37
38	10,000	10,000	10,000	38	Bond Rating Fee	10,000	0.0%	38
39	12,625	11,695	14,850	39	Subtotal - Office and Administration Expenses	12,850	-13.5%	39
40	1,370	375	2,400	40	Licenses and Permits (For Dredging and Other Costs)	1,000	-58.3%	40
41				41	Utilities			41
42	3,235	5,829	6,000	42	Electricity	6,100	1.7%	42
43	1,100	2,035	2,500	43	Water and Sewer	1,800	-28.0%	43
44	4,805	4,458	4,800	44	Refuse and Recycling	5,500	14.6%	44
45	3,288	3,198	3,800	45	Telecommunications	2,850	-25.0%	45
46	12,428	15,520	17,100	46	Subtotal - Utilities	16,250	-5.0%	46
47	51,952	69,579	51,800	47	Contracted Services (Annual Service Requirements)	93,050	79.6%	47
48	210,588	0	490,000	48	Dredging	0	n/a	48
49	6,563	0	0	49	Recreational Mitigation	0	0.0%	49
50	592	1,889	1,000	50	Small Tools and Equipment	600	-40.0%	50
51	1,227	0	1,400	51	Equipment Rental	1,300	-7.1%	51
52	11,743	4,141	16,000	52	Materials and Supplies	7,450	-53.4%	52
53	653	370	1,100	53	Fuel (Gas, Diesel, Oil, Lubes)	1,500	36.4%	53
54	10,441	11,492	9,800	54	Trailer Office Rent and DSL Leases	9,900	1.0%	54
55	442,358	238,309	750,500	55	Total Materials and Services	365,400	-51.3%	55

NOAA LEASE REVENUE FUND
BUDGET DETAIL

	Historical Data				Description	Budget for Fiscal Year 2019-2020		
	Actual		Adopted Budget This Year 2018-2019			Preliminary Recommendations	% +/- from Prior Year	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018						
56				56	Debt Service (Principal + Interest)			56
57	870,000	910,000	945,000	57	Principal (Payment Date: August 1)	995,000	5.3%	57
58	1,127,334	1,091,734	1,052,271	58	Interest (Payment Dates: August 1 and February 1)	1,006,500	-4.3%	58
59	1,997,334	2,001,734	1,997,271	59	Total Debt Service	2,001,500	0.2%	59
60	2,515,020	2,311,377	2,826,077	60	Total Operating Expenses	2,447,395	-13.4%	60
61				61				61
62				62	Non-operating Expenses			62
63	12,296	23,600	86,000	63	Capital Outlay	0	1,333.3%	63
64				64				64
65	0	0	100,000	65	Contingency	100,000	0.0%	65
66	0	0	0	66	Transferred OUT, to Other Funds	0	n/a	66
67				67				67
68	2,527,316	2,334,977	3,012,077	68	Total Expenses	2,547,395	-15.4%	68
69				69				69
70	5,745,855	5,957,569		70	Ending Balance (Prior Years)			70
71	0	0	150,000	71	Reserved for Future Expenditure	150,000	n/a	71
72			5,113,023	72	Unappropriated Ending Fund Balance (UEFB)	5,603,605	9.6%	72
73	\$8,273,171	\$8,292,546	\$8,275,100	73	TOTAL REQUIREMENTS	\$8,301,000	0.3%	73



**Recommended Personnel Services
Fiscal Year 2019-2020**

Salaries and Wages	General Operating Fund									NOAA Fund			Combined
	Admin	South Beach		Commercial	International	Maintenance	2018-2019	2019-2020	GOF	2018-2019	2019-2020	NOAA	Combined
		RV Park	Operations	Marina	Terminal	Department	2018-2019	2019-2020	% +/-				
Port Administration													
General Manager	\$ 130,563												
Administrative Supervisor	39,738												
Director of Finance & Business Services	88,428												
Accounting Supervisor	55,501												
Accounting Specialist I	38,931												
Accounting Specialist II	35,961												
Accounting Specialist II	35,961												
Director of Operations	89,171												
Overtime	5,000												
	519,255						\$ 462,460	\$ 519,255	12.3%				
South Beach RV Park													
RV Park Supervisor	\$ 41,753												
Accounting Specialist II	35,261												
Accounting Specialist III	27,263												
Overtime	5,000												
	109,277						104,394	109,277	4.7%				
South Beach Marina													
Recreational Harbormaster		\$ 57,283											
Maintenance II		35,367											
Maintenance II		34,667											
Maintenance II		34,667											
Maintenance II		32,673											
Overtime		3,000											
		197,657					187,085	197,657	5.7%				
Commercial Marina													
Commercial Harbormaster			\$ 57,283										
Maintenance II			38,274										
Maintenance II			34,667										
Maintenance II			33,330										
Maintenance II			33,330										
Maintenance II			33,330										
Overtime			6,000										
			236,215				192,877	236,215	22.5%				



**Recommended Personnel Services
Fiscal Year 2019-2020**

	General Operating Fund									NOAA Fund			Combined
	Admin	South Beach		Commercial Marina	International Terminal	Maintenance Department	2018-2019 Final Budget	2019-2020 Proposed	GOF % +/-	2018-2019 Final Budget	2019-2020 Proposed	NOAA % +/-	GOF + NOAA % +/-
Salaries and Wages (continued)													
International Terminal													
NIT Supervisor					\$ 53,719								
Overtime					8,000								
					61,719		54,619	61,719	13.0%				
Maintenance Department													
Maintenance Supervisor						\$ 41,435							
Maintenance II						34,667							
Overtime						1,000							
						77,102	106,168	77,102	-27.4%				
NOAA													
MOC-P Manager										\$ 55,713	\$ 57,962	4.0%	
Salary and Wage Adjustments per Market Study													
Phase I								50,000	n/a				
Total Salaries and Wages	519,255	109,277	197,657	236,215	61,719	77,102	1,108,602	1,251,224	12.9%	55,713	57,962	4.0%	12.4%
Personnel Count (FTE)	8.0	3.0	5.0	6.0	1.0	2.0	22.0	25.0		1.0	1.0		26.0
Payroll Taxes and Benefits													
Total Payroll Tax Expense	46,282	10,597	18,865	22,611	5,558	7,474	103,109	111,387	8.0%	5,048	5,271	4.4%	7.9%
Retirement - PERS	31,882	6,710	19,409	19,000	3,790	4,734	62,461	85,525	36.9%	2,568	3,559	38.6%	37.0%
Health Insurance	71,616	26,856	44,760	53,712	8,952	17,904	202,272	223,800	10.6%	8,256	8,952	8.4%	10.6%
Health Insurance Reimbursement Arrangement	2,080	780	1,300	1,560	260	520	6,550	6,500	-0.8%	262	800	205.3%	7.2%
Employee Assistance Program	1,120	420	700	840	140	280	3,250	3,500	7.7%	120	140	16.7%	8.0%
Workers' Compensation Insurance	1,201	214	12,314	14,716	3,845	4,803	38,121	37,093	-2.7%	3,743	3,611	-3.5%	-2.8%
Employee Incentives and Other	1,760	660	1,100	1,320	220	440	5,635	5,500	-2.4%	196	200	2.0%	-2.2%
Market Study Adj - Payroll Tax Expense								4,825					
Market Study Adj - PERS								3,070					
Market Study Adj - Workers' Comp Insurance								3,115					
Tax and Benefit Adjustments per Market Study								11,010	n/a				n/a
Total Payroll Taxes and Benefits	155,941	46,237	98,448	113,759	22,765	36,155	421,398	484,316	14.9%	20,193	22,533	11.6%	14.8%
Total Personnel Services	\$ 675,196	\$ 155,513	\$ 296,105	\$ 349,974	\$ 84,484	\$ 113,257	\$ 1,530,000	\$ 1,735,539	13.4%	\$ 75,906	\$ 80,495	6.0%	13.1%



RECOMMENDED CAPITAL PROJECTS & PURCHASES

Fiscal Year 2019-20

Updated 4/25/19

Priority	Fund	Capital Project List	Profit Center	Cost Estimate
Staff Recommendations				
S	CF	PD5 pier construction - EDA grant application submitted for 50% of project cost. Additional grant funding is being researched through State of OR.	CM	\$ 1,200,000
S	FMRF	Replace 6 pilings - PD7 E and F, and PD5 (carryover from FY 2019) best value for this project if completed with PD5 construction.	CM	120,000
S	CF	Work in Progress - ITSF - Semi-annual grading work for City of Newport SDC building permit 13743	ITSF	10,000
Capital Equipment Purchases				
S	GOF	10 Speed Queen washers	SB	17,500
S	GOF	Maintenance Department Truck	MD	15,000
S	GOF	Yamaha 115HP outboard motor	CM	11,800
Total Recommended Capital Outlay				\$ 1,374,300

Priorities

S - Short term (next budget year)

N - Near term (2 to 5 years)

M - Mid term (6 to 10 years)

L - Long term (11 to 20 years)



RECOMMENDED CAPITAL PROJECTS (by Fund)
Fiscal Year 2019-20

Fund Capital Project	Profit Center	Capital Outlay Budget	External Funding (Grants/Loans)	Net Outlay
General Operating Fund (GOF)				
10 Speed Queen washers	SB	\$ 17,500	\$ -	\$ 17,500
Maintenance Department truck	MD	15,000	-	15,000
Yamaha 115HP outboard motor	CM	11,800	-	11,800
Subtotal		44,300	-	44,300
Facilities Maintenance Reserve Fund (FMRF)				
Replace 6 pilings - PD7 E and F, and PD5	CM	120,000	-	120,000
Subtotal		120,000	-	120,000
Construction Fund (CF)				
PD5 pier construction	CM	2,400,000	1,200,000	1,200,000
Work in progress - ITSF	ITSF	10,000	-	10,000
Subtotal		2,410,000	1,200,000	1,210,000
Total		\$ 2,574,300	\$ 1,200,000	\$ 1,374,300

**PORT OF NEWPORT RESOLUTION NO. 2019-XX
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) requires the Commission to set moorage and other appropriate rates, fees and charges by the adoption of a "fee schedule" by resolution; and

WHEREAS, the Port Commission last adjusted rates, fees and charges via Resolution 2018-07 on June 11, 2018; and

WHEREAS, the Port is a single enterprise similar to a commercial entity; and

WHEREAS, the Port Commission intends that user fees should cover the costs of the Port; NOW
THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Unless otherwise noted, all Rates, Fees & Charges are effective 1 July 2019.

SECTION 1. SERVICE RATES.

Rates apply to all Port of Newport locations unless otherwise noted. Port owned equipment shall be operated only by port personnel. Rates are per hour, one hour minimum, in 15 minute increments, unless otherwise noted.

	PREVIOUS	NEW	% CHG
A. <u>Forklifts</u> . In addition to labor rate.			
1. Small. Toyotas.			
Per Hour.....	\$12.75	\$13.75	7.8%
2. Large. All at Newport International Terminal (NIT)			
Per Hour.....	\$32.00	\$37.00	15.6%
B. <u>Hoist Docks</u> . Tie up fee, per hour. Includes use of hoist.			
1. One hour minimum, up to 3 hours.....	\$41.00	\$43.05	5.0%
2. After 3 hours.....	\$49.00	\$51.45	5.0%
C. <u>Hoist Dock Cranes</u> . In addition to hoist dock rate.			
1. Large Capacity. In addition to labor rate.			
Per Hour.....	\$44.00	\$46.20	5.0%
2. Launch Sail Boats. Includes recovery, per launch.....	\$47.00	\$49.35	5.0%
D. <u>Service Docks</u> .			
1. Swede's Dock. In addition to moorage.			
Per day, per linear foot (double transient rate)...	\$1.04	\$1.09	5.0%
E. <u>City Water</u>			City's rate
			+ 5.0% Administration Fee

	PREVIOUS	NEW	% CHG
F. <u>Fuel Surcharge</u> . NIT only. Per gallon.	\$0.034	\$0.034	0.0%
G. <u>Electricity</u> . Swede's Dock, Dock 1, and NIT. Per day charge.			
One day minimum.			
1. 208/220 v, single phase & 208 v three phase.....	\$16.75	\$17.59	5.0%
2. 120 v NIT.....	\$7.25	\$7.61	5.0%
3. PD7 Service Dock, 110 v pumps.....	\$7.25	\$7.61	5.0%
H. <u>Hydraulic Crane</u> . In addition to labor rate. 30 ton capacity.			
Per hour.....	\$146.00	\$156.00	6.8%
I. <u>Personnel Lift</u> . In addition to labor rate.			
Local rental cost + 5% administrative fee.....			n/a
J. <u>Pump/Line Service</u> . Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate.			
Per hour	\$65.00	\$68.25	5.0%
K. <u>Storage</u> .			
1. Outside Lot Storage. Any Port of Newport Lot except Newport International Terminal.			
a. Per square foot, monthly charge.....	\$0.24	\$0.25	5.0%
b. Minimum monthly charge.....	\$24.00	\$25.20	5.0%
a. Boat trailer only, per night.....	\$2.65	\$2.78	5.0%
b. Boat on trailer, per night, 10 days limit.....	\$8.50	\$8.93	5.0%
2. NIT Lot Storage			
a. Per square foot, monthly charge.....		\$0.31	
b. Minimum monthly charge.....		\$31.00	
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).			
1st day free. Each additional day.....	\$30.00	\$31.50	5.0%
Charge for improper use of parking lot. (e.g. boat repair)			
Per day.....	\$24.00	\$25.20	5.0%
L. <u>Net & Gear Maintenance</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 rates.			
1. Commercial Marina, per day.....	\$21.00	\$22.05	5.0%
2. NIT, per day. (7 calendar days max).....	\$21.00	\$25.00	19.0%
3. South Beach Marina, per day.....	\$21.00	\$22.05	5.0%
M. <u>Work Barge</u> . In addition to labor rate.			
1. Work boat, per hour.....	\$138.00	\$144.90	5.0%
2. Wood Barge, per day (work boat extra).....	\$26.00	\$27.30	5.0%
3. Skiff, per hour.....	\$14.50	\$15.23	5.0%
N. <u>Clean-up</u> . Equipment charges are extra.			
1. Oil Spills, per hour	\$102.00	\$107.10	5.0%
(HAZWOPER trained staff)			
O. <u>Disposal Fees</u> .			
1. Just oil, per gallon.....	\$0.52	\$0.55	5.0%
2. Oil-Water mix, per gallon.....	\$1.05	\$1.10	5.0%
3. Net Disposal and/or related gear, per pound.....	\$0.19	\$0.20	5.0%
4. Garbage, per pound.....	\$0.16	\$0.17	5.0%

	PREVIOUS	NEW	% CHG
P. <u>Port Labor</u> . Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.			
1. Regular Hours.....	\$56.00	\$58.80	5.0%
2. Overtime. Any services required outside regular working hours unless otherwise posted.....	\$84.00	\$88.20	5.0%
3. Emergency Call-out. Any services requiring a port employee not currently on duty to report to duty after hours.....	\$106.00	\$111.30	5.0%
Q. <u>Pallet Charge</u> . Any Port owned pallet leaving yard, each	\$6.50	\$6.83	5.0%
R. <u>Dredge Spoils</u> . Includes state fees; may be waived for other public agencies or beneficial uses.			
Per cubic yard.....	\$2.65	\$2.90	9.4%
S. <u>Keys/Cards</u> .			
1. South Beach Facilities, cards.			
a. Original (1st one).....	free	free	n/a
b. Replacement/additional (each).....	\$6.50	\$6.83	5.0%
2. Bay Front Facilities, keys.			
a. Original/first one.....	\$18.00	\$18.90	5.0%
b. Replacement/additional.....	\$32.00	\$8.93	-72.1%
T. <u>Truck Toll</u>			
Vehicles with a Commercial Motor Vehicle Classification of Class 6 or higher (GVWR of 19,501 lbs or above), per axle.....	n/a	\$7.00	n/a

SECTION 2. COMMERCIAL MARINA (BAY FRONT) CHARGES. (Port Docks 1, 3, 5 and 7)

A. <u>Moorage</u> . Per linear foot.			
1. Daily (transient).....	\$0.52	\$0.60	15.0%
2. Weekly, to be paid in advance.....	\$5.00	\$5.25	n/a
3. Calendar Month, to be paid in advance	\$9.50	\$11.00	15.8%
4. Semi-Annual, to be paid in advance	\$35.00	\$38.50	10.0%
5. Annual, to be paid in advance	\$46.00	\$50.60	10.0%
B. <u>Parking Permits</u> . To be paid in advance.			
1. Commercial Fishermen only.			
Annual: April 1 - March 31	\$23.00	\$24.15	5.0%

SECTION 3. INTERNATIONAL TERMINAL CHARGES.

International Terminal Tariff No. 1 adopted via Resolution No. 2014-03 on 22 May 2014. All fees authorized via Tariff No. 1 effective 1 July 2014.

A. Port Security Fee. (§I.13) Per three 8-hour shifts.

B. Materials & Supplies. (§I.31). Cost + 5% Administration Fee.

C. Dockage Charges. (§III.31). Rate per day, by length.

1. 000.00 - 351.05 ft.....	\$1,627.00	\$1,708.35	5.0%
2. 351.05 - 371.05 ft.....	\$1,792.00	\$1,881.60	5.0%
3. 371.02 - 400.26 ft.....	\$1,981.00	\$2,080.05	5.0%
4. 400.26 - 426.51 ft.....	\$2,203.00	\$2,313.15	5.0%
5. 426.51 - 449.48 ft.....	\$2,373.00	\$2,491.65	5.0%
6. 449.48 - 475.72 ft.....	\$2,607.00	\$2,737.35	5.0%
7. 475.72 - 498.69 ft.....	\$2,960.00	\$3,108.00	5.0%
8. 498.69 - 524.93 ft.....	\$3,527.00	\$3,703.35	5.0%
9. 524.93 - 551.18 ft.....	\$3,639.00	\$3,820.95	5.0%
10. 551.18 - 574.15.....	\$3,822.00	\$4,013.10	5.0%
11. 574.15 - 600.39 ft.....	\$4,373.00	\$4,591.65	5.0%
12. 600.39 - 626.64 ft.....	\$5,092.00	\$5,346.60	5.0%
13. 626.64 - 650.00 ft.....	\$5,787.00	\$6,076.35	5.0%
14. Above 650 ft., added on top of above rate, per ft.....	\$8.90	\$9.35	5.0%
15. Exceptions for certain vessels (§II.14) [Including all fishing vessels] Per linear foot.			
Daily.....	\$0.80	\$1.35	68.8%

D. Service and Facility Charges. (§III.2).

Per 1000 board feet, unless noted.

1. Logs. Scribner scale, ex dock.....	\$7.75	\$8.14	5.0%
2. Cants.....	\$6.00	\$6.30	5.0%
3. Lumber, packaged rough.....	\$5.22	\$5.48	5.0%
4. Lumber, packaged surfaced.....	\$4.63	\$4.86	5.0%
5. Plywood, veneer, corestock & harbord, /1000 kilos.....	\$5.87	\$6.16	5.0%
6. Pulp, Linerboard, bales or rolls, 2000 kilos.....	\$3.49	\$3.66	5.0%
7. Other commodities, per metric ton or 1000 bf.....	\$6.83	\$7.17	5.0%
8. Other commodities, per cubic meter.....	\$5.69	\$5.97	5.0%

E. Wharfage Assessment. (§III.6).

Minimum charge for any single bill of lading.....	\$10.00	\$10.50	5.0%
---	---------	---------	------

F. Wharf Charges. (§III.7)

Per 1000 board feet, unless noted. In addition to Service & Facility charges.

1. Logs. Scribner scale, ex dock.....	\$9.50	\$9.98	5.0%
2. Cants.....	\$6.00	\$6.30	5.0%
3. Lumber, packaged rough.....	\$4.55	\$4.78	5.0%
4. Lumber, packaged surfaced.....	\$4.03	\$4.23	5.0%

	PREVIOUS	NEW	% CHG
5. Plywood, veneer, corestock & harbord, /1000 kilos.....	\$3.96	\$4.16	5.0%
6. Pulp, Linerboard, bales or rolls, 2000 kilos.....	\$2.72	\$2.86	5.0%
7. Other commodities, per metric ton or 1000 bf.....	\$5.57	\$5.85	5.0%
8. Other commodities, per cubic meter.....	\$4.57	\$4.80	5.0%
G. <u>Cargo Staging Area.</u> (§IV.2). Base rent for 3-acre surge area.			
1. Per week, seven days	\$2,000.00	\$2,100.00	5.0%
2. Per day, less than seven days	\$300.00	\$315.00	5.0%
H. <u>Line Service.</u> (§V.3). Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract + 5.0% for overhead. Rate schedule per day.			
1. 2 individuals.....	\$520 - \$656		0.0%
2. 4 individuals.....	\$1,061 - \$1,317		0.0%
3. 6 individuals.....	\$1,575 - \$1,973		0.0%
4. 8 individuals.....	\$2,153 - \$2,631		0.0%

SECTION 4. RECREATIONAL MARINA (SOUTH BEACH) CHARGES. Rates become effective October 1, 2019.

A. Moorage. Per linear foot. Charge based on boat length or slip length, whichever is greater. Charge at F-Dock based on boat length.

1. Downwind Slips			
a. Daily.....	\$0.80	\$0.88	10.3%
b. Weekly.....	\$5.00	\$5.51	10.3%
c. Calendar Month.....	\$12.00	\$13.23	10.3%
d. Semi-Annual, to be paid in advance.....	\$40.00	\$44.10	10.3%
e. Annual, to be paid in advance.....	\$60.00	\$66.15	10.3%

2. Other Slips

a. Daily.....	\$0.80	\$0.84	5.0%
b. Weekly.....	\$5.00	\$5.25	5.0%
c. Calendar Month.....	\$12.00	\$12.60	5.0%
d. Semi-Annual, to be paid in advance.....	\$40.00	\$42.00	
e. Annual, to be paid in advance.....	\$60.00	\$63.00	5.0%

6. Cancellation Fee - Semi-Annual or Annual Moorage

a. 30 days or more before check-in date.....	\$53.00	\$55.65	5.0%
b. Less than 30 days before check-in, or early check out.....	\$105.00	\$110.25	5.0%

7. Electric Surcharge, per extra plug on dock.

a. Weekly.....	\$30.00	\$31.50	5.0%
b. Monthly.....	\$120.00	\$126.00	5.0%

8. Live-aboard, by written agreement only.

Monthly rate per person.....	\$80.00	\$84.00	5.0%
------------------------------	---------	---------	------

B. South Beach Charter Rates.

1. Annual Charter Operating Fee.....	\$350.00	\$367.50	5.0%
2. Annual Moorage, per linear foot, if meeting the requirements of Resolution 2015-08 Section 3.....	\$50.00	\$52.50	5.0%

C. <u>Dock Box</u> . Purchase.....	\$375.00	\$393.75	5.0%
------------------------------------	----------	----------	------

D. <u>Electrical Upgrade</u> . From 20 to 30 amp. One time fee.....	\$75.00	\$78.75	5.0%
---	---------	---------	------

E. Service Fee Reimbursement. For electric pedestal amperage overloads.

First service call included in base rate. All other service reimbursements

May be charged at actual cost to the Port + 5.0% Admin. Fee	\$100.00	\$105.00	5.0%
---	----------	----------	------

F. <u>Line Replacement</u> . Per foot, per time.....	\$1.50	\$1.58	5.0%
--	--------	--------	------

G. Launch Fee. Includes use of launch ramp, boat washdown, and fish cleaning stations.

1. Daily.....	\$6.00	\$6.00	0.0%
---------------	--------	--------	------

2. Annual

a. Resident	\$70.00	\$73.50	5.0%
b. Resident Senior (60+).....	\$50.00	\$52.50	n/a
c. Non-resident	\$100.00	\$105.00	5.0%
d. Non-resident Senior. (60+).....	\$85.00	\$89.25	5.0%
e. Military Veterans Disabled, Retired, or Active Duty; with ID Proof	\$50.00	\$52.50	n/a

	PREVIOUS	NEW	% CHG
SECTION 5. RECREATIONAL VEHICLE PARK FEES. Effective October 1, 2019. Applicable State and			
A. <u>High Traffic Surcharge.</u> Per night (2-night minimum). Added to all RV Park stays in the Marina RV Park,			
1. Memorial Day, Labor Day, 4th of July	\$20.00	\$20.00	0.0%
2. Seafood & Wine Festival, Marina RV Park & Annex	\$50.00	\$50.00	0.0%
3. Seafood & Wine Festival, Dry Camp	\$50.00	\$50.00	0.0%
4. Other Special Events	varies	varies	
B. <u>Off Season (Winter).</u> 1 November - March 31.			
1. All Marina RV Park Sites			
a. Daily			
Regular.....	\$43.00	\$45.15	5.0%
[Good Sam OR Military Veterans (not both)].....	\$38.70	\$40.64	5.0%
b. Monthly.....	\$800.00	\$850.00	6.3%
2. The Annex RV Sites			
a. Daily.....	\$37.00	\$38.85	5.0%
c. Monthly.....	\$750.00	\$800.00	6.7%
3. Dry Camping, daily	\$25.00	\$25.00	0.0%
C. <u>Peak Season (Summer).</u> April 1 - October 31. Base rate before taxes.			
1. All Marina RV Park Sites			
a. Daily			
Regular.....	\$50.00	\$52.50	5.0%
[Good Sam OR Military Veterans (not both)].....	\$45.00	\$47.25	5.0%
b. Monthly.....	\$900.00	\$950.00	5.6%
2. The Annex RV Sites			
a. Daily.....	\$38.00	\$39.90	5.0%
b. Monthly.....	\$750.00	\$787.50	5.0%
3. Dry Camping, daily	\$27.00	\$27.00	0.0%
D. <u>South Beach Meeting Room.</u> Must be pre-arranged and authorized. Keys must be obtained and returned.			
1. 1/3 Day (morning, afternoon or evening).....	\$40.00	\$42.00	5.0%
2. Full Day.....	\$100.00	\$105.00	5.0%
E. <u>Pet Fee.</u> Charged additionally; 3 pet limit.			
1. Daily. First pet free; each additional.....	\$4.00	\$4.00	0.0%
2. Weekly. First pet free; each aadditional.....	\$11.00	\$11.00	0.0%
3. Monthly. Charge per pet including first.....	\$11.00	\$11.00	0.0%
F. <u>Individual Fee.</u> First two people free; each additional person charged.			
a. Daily.....	\$4.00	\$4.20	5.0%
b. Monthly.....	\$42.00	\$44.10	5.0%
G. <u>Vehicle Fee.</u> Any combination of three axle pieces or equipment (e.g. trailer, fifth wheel, truck/car, storage trailer.) Charged for fourth piece.			
a. Daily.....	\$10.00	\$10.50	5.0%
b. Monthly.....	\$50.00	\$52.50	5.0%
H. <u>Reservation Deposit.</u> Payable at booking. Deposit will be applied to actual stay, subject to cancellation fee if applicable.			
a. Daily		First night's rate	
b. Monthly.....		First month's rate	

	PREVIOUS	NEW	% CHG
I. <u>Cancellation Fee.</u>			
1. Daily reservation, except holiday or special event.			
a. 72 hours or more before check-in date.....	\$15.00	\$15.75	5.0%
b. Less than 72 hours before check-in date.....	First night's rate		
2. Daily reservation, holiday or special event other than Seafood & Wine Festival			
a. 14 days or more before check-in date.....	\$15.00	\$15.75	5.0%
b. Fewer than 14 days before check-in date.....	First night's rate		
3. Monthly reservation.			
a. 30 days or more before check-in date.....	\$53.00	\$55.65	5.0%
b. Less than 30 days before check-in, or early checkout.....	\$105.00	\$110.25	5.0%
4. Seafood & Wine Festival. All cancellations are charged for a 2-nights' rate, no grace period.			
J. <u>Laundry Machines.</u> Per Load.....	\$2.00	\$2.50	25.0%
K. <u>Showers</u>			
1. Marina RV Park and Annex RV Sites.....	free	free	
2. Marina Slips & Dry Camping, per 5 minutes.....	\$1.50	\$1.58	5.0%

	PREVIOUS	NEW	% CHG
SECTION 6. CIVIL PENALTIES. Penalties found in PONFC (§7.4(a)). Paid in full. Effective July 1, 2018.			
A. <u>Class A Violation</u>			
1. 0 - 14 days, per day.....	\$315.00	\$330.75	5.0%
2. 15 - 29 days, per day.....	\$630.00	\$661.50	5.0%
3. 30+ days, per day.....	\$1,050.00	\$1,102.50	5.0%
B. <u>Class B Violation.</u>			
1. 0 - 14 days, per day.....	\$158.00	\$165.90	5.0%
2. 15 - 29 days, per day.....	\$315.00	\$330.75	5.0%
3. 30+ days, per day.....	\$525.00	\$551.25	5.0%
C. <u>Class C Violation.</u>			
1. 0 - 14 days, per day.....	\$32.00	\$33.60	5.0%
2. 15 - 29 days, per day.....	\$63.00	\$66.15	5.0%
3. 30+ days, per day.....	\$105.00	\$110.25	5.0%
D. <u>Class D Violation.</u>			
1. 0 - 14 days, per day.....	\$16.00	\$16.80	5.0%
2. 15 - 29 days, per day.....	\$32.00	\$33.60	5.0%
3. 30+ days, per day.....	\$53.00	\$55.65	5.0%
E. <u>Parking Violation.</u>			
1. 0 - 10 days, paid within.....	\$42.00	\$44.10	5.0%
2. 11 - 20 days, paid within.....	\$89.00	\$93.45	5.0%
3. 21+ days, paid within.....	\$131.00	\$137.55	5.0%
F. <u>Dumping Violation.</u>			
Per Event.....	\$525.00	\$551.25	5.0%

SECTION 7. ADMINISTRATIVE FEES. Staff may require payment or deposit in advance of service (ORS) 192.440(4)(a)). Effective 1 July 2018.

A. <u>Public Records Request Fee Schedule.</u>			
1. Copies of Public Records. Per page.....	\$0.50	\$0.53	5.0%
2. Copies of Nonstandard documents, per page.....	\$21.00	\$22.05	5.0%
3. Copies of Sound Recordings (each).....	\$12.00	\$12.60	5.0%
B. <u>Faxes/Emailing/Copies.</u> Per page.			
1. Local.....	\$1.10	\$1.16	5.0%
2. Long Distance.....	\$2.00	\$2.10	5.0%
3. Incoming.....	\$1.50	\$1.58	5.0%
4. Copies	\$0.30	\$0.32	5.0%
C. <u>Long Distance Phone Calls. 5 minutes maximum.</u>			
	\$2.50	\$2.63	5.0%
D. <u>Lamination.</u> Per page. Letter size.....			
	\$2.50	\$2.63	5.0%
E. <u>Notice Posting.</u> For non-payment of lease or moorage.....			
	\$75.00	\$78.75	5.0%
F. <u>Failure to Register.</u> For research related to unregistered boats.			
Per hour, one hour minimum, in 15 minute increments.			
See Section 1(P)			
G. <u>International Terminal Meeting Room.</u> Must be pre-arranged and			
1. Half day.....	\$40.00	\$42.00	5.0%
2. Full day.....	\$80.00	\$84.00	5.0%
H. <u>Returned Check Fee.</u> Bank fees will be added.....			
	\$50.00	\$52.50	5.0%

	PREVIOUS	NEW	% CHG
I. <u>Per Annum Interest Rate.</u> Applied to past due accounts.	19.0%	\$0.20	5.0%
J. <u>Impound Seizure Fee.</u>			
1. Vessel Impounding.....	\$850.00	\$892.50	5.0%
2. Car/Truck/Trailer.....	\$125.00	\$131.25	5.0%
3. Towing.....	Actual Cost + 5% Admin. Fee		
K. <u>Process Fees.</u>			
Any additional fees incurred by the Port as part of an eviction process.			
1. Notice.....	\$75.00	\$78.75	5.0%
2. FED Complaint.....	\$250.00	\$262.50	5.0%
3. Court Hearing.....	\$200.00	\$210.00	5.0%
4. Writ of Execution.....	\$160.00	\$168.00	5.0%
L. <u>Special Use Permit Fee.</u> The General Manager has authority to adjust or waive usage fee based upon non-			
1. <u>Application Fee</u>	\$110.00	\$115.50	5.0%
2. <u>Usage Fee.</u> Number of Participants, Attendees, Contestants,			
a. 1 - 200.....	\$420.00	\$441.00	5.0%
b. 201 - 500.....	\$683.00	\$717.15	5.0%
c. 501-1000.....	\$945.00	\$992.25	5.0%
d. 1001 - 5000.....	\$1,470.00	\$1,543.50	5.0%
e. 5001 - 10,000.....	\$1,995.00	\$2,094.75	5.0%
f. 10,001 - 20,000	\$2,520.00	\$2,646.00	5.0%
f. More than 20,000.....	\$5,250.00	\$5,512.50	5.0%
3. Vendors, per each.....	\$50.00	\$52.50	5.0%
4. Insurance Certificate Minimum Limits. Additional coverage or limits may			
a. General Liability, per occurrence.....	\$2MM	\$2MM	0.0%
b. General Liability, in aggregate.....	\$2MM	\$2MM	0.0%
M. <u>Security.</u> (TCB) costs reviewed and passed along to applicant, + 5.0% Administrative Fee.			
N. <u>Background Check</u>	\$40.00	\$42.00	5.0%
O. <u>Credit Check.</u>	\$40.00	\$42.00	5.0%
P. <u>Notary Fees</u> (OAR 160-100-0410).			
Affidavit/Jurat, Oath/Affirmation, Witness/Attest, per document.....	\$10.00	\$10.50	5.0%
Q. <u>Package Handling Fee.</u> Per item.			
1. Envelope.	free	free	n/a
2. Package. 1st one free. Fee for each additional package.....	\$5.00	\$5.25	5.0%

SECTION 8. INSURANCE CERTIFICATE MINIMUM LIMITS. Effective July 1, 2018. Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. A certificate naming the Port of Newport as an additional insured is also required.

Subject to periodic review by Insurance Agent, and subsequent changes by the Port's Management and/or the Board of Commissioners.

A. Leases/Tenants.

1. General Liability, each occurrence.....	\$2MM
2. Damage to rented premises, each occurrence.....	\$300K
3. Medical expenses, any one person.....	\$5K
4. Person and adverse injury.....	\$2MM
5. General Aggregate.....	\$2MM
6. Products - Comp/Op aggregate.....	\$2MM

B. Commercial Vessels. Port of Newport to be named as an additional insured on Liability

1. Protection & Indemnity, must not exclude Wreck Removal.....	\$250K
2. Pollution Liability.....	\$300K
3. If Pollution/Protection & Indemnity Combined.....	\$600K

C. Recreational Vessels. Port of Newport to be named as an additional insured on Liability Coverage.

1. Protection & Indemnity, must not exclude Wreck Removal.....	
2. Pollution Liability.....	
3. -or- Watercraft Liability, must include both wreck removal and pollution liability coverage. Umbrella clauses must identify boats exceeding 25 ft.....	\$500K

D. Charter/Guide Vessels.

1. General Liability.....	\$2MM
---------------------------	-------

E. International Terminal Vessels (Tariff No. 1(\$17))

1. Maritime Employer's Liability (Jones Act).....	\$1MM
2. Commercial and/or Comprehensive Marine General Liability.....	\$5MM

G. Vendors. (reserved)

SECTION 9. RETAIL SALES, GIFT CERTIFICATES, PROMOTIONS, SPONSORSHIPS, AND SUNDRIES.

Commission delegates to the General Manager the ability to set prices.

SECTION 10. DELEGATION OF RESPONSIBILITY.

The Commission delegates to the General Manager the ability to adjust these rates on a temporary basis to better manage services at the Port. Any adjustments to these rates will be reported to the Commission at its next Regular Meeting.

SECTION 11. ANNUAL REVIEW.

The Commission, through assistance by Port staff, shall at least annually review and adopt a new Rate, Fees and Charges Resolution prior to the subsequent budget's adoption.

SECTION 12. REPEALER. All previous rates and/or rate resolutions are hereby repealed.

APPROVED AND ADOPTED by the Board of Commissioners this [DATE].

Stewart Lamerdin
President

Walter Chuck
Secretary/Treasurer



STAFF REPORT

DATE: April 25, 2019
RE: Rogue House of Spirits Lease Amendment
TO: Port of Newport Board of Commissioners
ISSUED BY: Teri Dresler, Interim General Manager

BACKGROUND

I was approached by representatives from Rogue about the potential to create an outdoor beer garden adjacent to the House of Spirits in South Beach. The proposal includes utilizing existing grassy areas on either side of the public walkway between the west side of the House of Spirits and the recreational marina. The Port enthusiastically supports this idea as it will be an added amenity for RV Park and Marina customers and the general public. Rogue wishes to test the concept over the course of this summer to determine if it is a viable business opportunity. An amendment to the current lease is required by Oregon Liquor Control Commission to be considered by them for approval.

Rogue will be placing picnic tables in the grassy area (see attached map) that have an unobstructed view of the marina, Yaquina Bay, and the bridge. There will be one window on the west side of the House of Spirits building removed and replaced with an operable window and small service counter to accommodate walk up service. Rogue will be responsible for upkeep of the area and regular mowing of the grass. Rogue will operate the beer garden according to OLCC law.

The lease amendment expires at the end of October 2019. In consideration of the fact that this is a test of concept, there are no fees or terms aside from those mentioned above that will become part of the lease amendment. If after October 2019 Rogue is interested in negotiating a permanent amendment to the lease, other terms may apply.

BUDGET IMPLICATIONS

None.

RECOMMENDATIONS

I recommend a motion to AUTHORIZE THE INTERIM GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH OREGON BREWING COMPANY TO OPERATE A BEER GARDEN ON THE WEST SIDE OF THE HOUSE OF SPIRITS FOR SIX MONTHS.

AMENDMENT TO LEASE AGREEMENT

DATE: April 8, 2019

LESSOR: Port of Newport
A Port District duly authorized and existing under ORS 777.
600 SE Bay Boulevard
Newport, OR 97365

LESSEE: Oregon Brewing Company
An Oregon Corporation
2320 SE OSU Drive
Newport, OR 97365

This amendment (the "Amendment") to the Agreement for Lease of Business Premises dated April 25, 2006 (the "Lease") is by and between Oregon Brewing Company, an Oregon Corporation ("Lessee") and the Port of Newport, a municipal corporation of the State of Oregon ("Lessor").

Lessor and Lessee entered into a lease dated April 25, 2006, for the real property and improvements including property located at 2122 SE Marine Science Drive, a/k/a the "House of Spirits."

Lessor and Lessee amended the Lease on July 1, 2008 and on March 25, 2014; neither of those amendments affected the House of Spirits portion of the leased area. Lessee exercised its option to extend the lease and their terms on February 22, 2016.

Lessee wishes to add an outdoor seating area to the House of Spirits as part of its retail operations there licensed through the Oregon Liquor Control Commission ("OLCC"). Lessor agrees that Lessee may do so, and the Lease is hereby amended as follows:

The Premises shall include an additional 950 total square feet of outdoor area located to the west of the House of Spirits, as shown on Exhibit A-2 attached. The outdoor area is comprised of two separate parcels: approximately 300 square feet adjacent to the west side of the House of Spirits, and approximately 650 square feet across the walkway from the west side of the House of Spirits.

Lessor agrees to the modification of one window on the west side of the building to create a service window. The modification will include a small counter added to the window.

The term of this Lease Amendment is for a period of six months. Upon the expiration of the term, this Amendment will become null and void and of no legal affect.

The consideration for this temporary increase in size to the Lease premises will be zero dollars and other valuable consideration, the receipt of which is hereby acknowledged. At such time this addition becomes permanent, a charge for the additional square footage will become part of the Lease Amendment.

Any additional liability exposure due to the increase in size of the premises shall be borne solely by Lessee, whether through purchase of additional insurance coverage or reimbursement to Lessor of any additional cost to Lessor.

The duty to maintain the landscape in the additional premises in a clean and orderly condition shall be solely the responsibility of Lessee. In the event of disagreement or concern about the extent of the level of maintenance, Lessor shall have the right to perform or cause to be performed any maintenance Lessor deems necessary to maintain the additional premises and any costs incurred shall be added to the amounts due and owing to Lessor by Lessee.

A default under this Amendment to Lease shall be deemed a default of the underlying Lease.

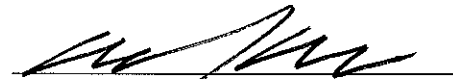
Except as expressly modified by this Amendment, all other provisions of the Lease remain in full force and effect as written.

In witness, Lessor and Lessee have executed the Amendment to Lease as of the day, month and year first written above.

**LESSOR: Port of Newport
Company**

LESSEE: Oregon Brewing

By:
Title:


Matthew Merritt
General Counsel

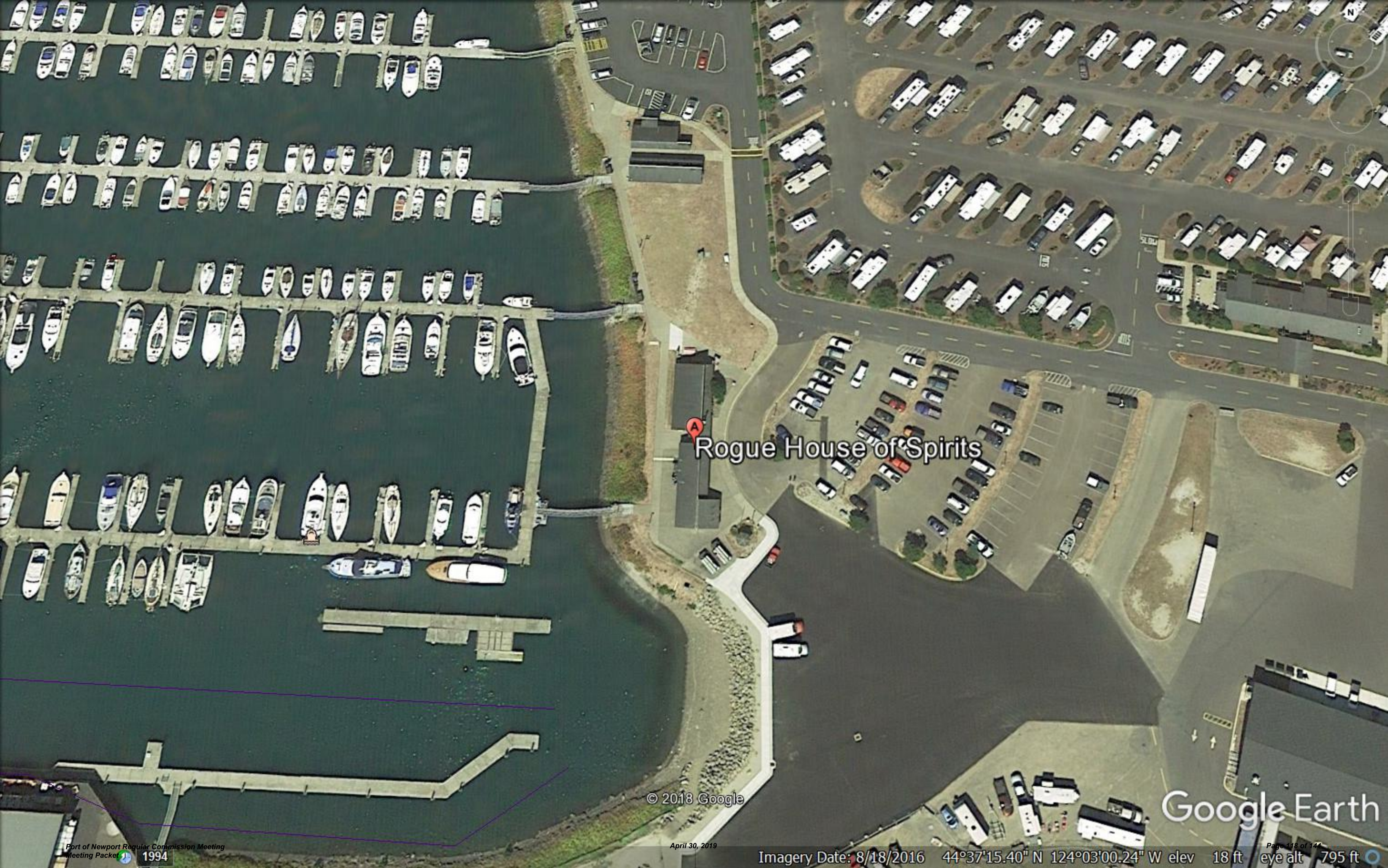
approx 650
sq. ft

approx 300
sq ft

Rogue House of Spirits



Exhibit A-2



Rogue House of Spirits

© 2018 Google

Google Earth



STAFF REPORT

DATE: 25 April 2019
RE: Skyline Sheet Metal 6 Month Lease
TO: Teri Dresler, Interim General Manager
ISSUED BY: Aaron Bretz – Director of Operations

BACKGROUND

Skyline Sheet Metal is a subcontractor of Andersen Construction who is working on the new building at the Hatfield Marine Science Center. They are in need of storage and office space for at least the next six months. They approached me about leasing a part of the old Cherry Plant Property for this purpose, and I negotiated with them to lease part of the property so that one building remains available to potential aquaculture uses. This lease is a short-term lease (less than 6 months), and would not impact the property long term. The property is zoned W2 (water-related), and the city has determined that the lease fits the usage parameters without needing a conditional use permit.

DETAIL

We would lease use of the space at a monthly rate of \$2,100, for a total rental income to the Port of \$11,550. Utility usage will be monitored by the Port and billed to the user under the terms in the lease.

Skyline would lease all of Building C (in the attached diagram), and part of building B in addition to the outdoor space highlighted in red. In addition to the lease rate they would pay, they are responsible to repair the framing in the wall near a damaged exterior door in Building C, and also reattach that portion of the wall to a new concrete curb that Skyline will pour at the base of the building.

See the attachment for the layout of the area used.

RECOMMENDATION

I recommend a motion to authorize the GM to enter into a lease with Skyline Sheet Metal under the terms negotiated within the lease.

LEASE AGREEMENT

Dated _____, 2019

RECITALS

1. Lease between the Port of Newport, an Oregon port district, hereinafter referred to as “Lessor”, and Skyline Sheet Metal, hereinafter referred to as “Lessee”.

2. The present description of the premises is:

Generally as depicted on the attached and incorporated Exhibit A. Including all of Building C and the following portions of Building A: The south work bay accessible by double garage doors; access to restrooms; the room adjacent to the current Port office space on the northern most east corner (sink not operational).

3. Lessee will utilize a portion of the old Cherry Plant complex as generally depicted above, for the purpose of storage, pre install work and staging and storage of construction supplies and equipment during the construction of the new Hatfield Marine Center building.

AGREEMENT

Section 1-OCCUPANCY

1. Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby take and lease from Lessor the leasehold premises described above.

1.1 Original Term. The original term of this lease shall commence on May 1, 2019 and shall continue through September 15, 2019.

1.2 Possession. Lessee's right to possession and obligations under the lease shall commence May 1, 2019.

Section 2- RENT

2.1 Base Rent. Lessee shall pay without demand to Lessor for occupancy of said premises the full sum of (\$11,550) rent to be paid as follows:

The full sum of (\$11,550) to be paid immediately upon execution of this Lease:
Rent to be paid directly to the Port of Newport, 600 SE Bay Blvd, Newport, Oregon, 97365.

2.2 Additional Rent. All taxes and utility charges which Lessee is required to pay by this lease, and any other sum which Lessee is required to pay to Lessor or third parties shall be additional rent. Lessee's additional utility charge is any amount greater than 5% of the average baseline of the previous two years. Any additional utility charge will be billed monthly.

2.3 Improvements to the Premises. Lessee will repair dilapidated framing on the side warehouse, including concrete curb.

Section 3 – USE OF PREMISES

3.1 Permitted Use. The premises shall be used for: storage, pre install work and staging and storage of construction supplies and equipment during the construction of the new Hatfield Marine Center building and for no other purpose without the consent of Lessor which consent shall not be withheld unreasonably. In determining whether to consent to a change in use, Lessor will consider the compatibility of the new use with the existing and remaining uses in the geographical vicinity, including Lessor's needs.

3.2 Restrictions On Use. In connection with the use of premises Lessee shall:

a) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Lessee's own expense any failure to compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance (unless such changes are required because of Lessee's specific use).

b) Refrain from making any substantive changes to the premises without the written consent of Lessor. It is understood that a partition wall in Building A will be removed at Lessee's expense.

c) Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the leasehold. Lessee may use or otherwise handle on the leasehold only those hazardous substances typically used in the prudent and safe operation of the use specified in Section 3.1 above. Lessee may not store any such hazardous substances on the leasehold premises. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practical measures to minimize the quantity and toxicity of hazardous substances used, handled or stored on the leasehold. Upon the expiration or termination of this Lease, Lessee shall remove all hazardous substances from the leasehold. The term "environmental laws" shall mean any federal, state or local statute, regulation or ordinance, or judicial or other governmental order pertaining to the protection of health, safety or the environment. The term "hazardous substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any environmental law, and shall include without limitation petroleum oil and its fractions. Lessee shall be responsible for and bear the liability of any hazardous waste discharged by Lessee during Lessee's occupancy.

d) To maintain the quality and integrity of the premises of Lessee and adjacent leaseholds, Lessee is restricted from any exterior storage of any nature whatsoever in and around the leasehold and specifically shall not park or store any equipment, vehicles, material or any other personal property of any nature whatsoever outside of the confines of the leasehold area.

e) Lessee shall refrain from any activity within the leasehold premises that would increase Lessor's insurance obligations unless Lessee pays full difference in increased premiums.

Section 4- REPAIR & MAINTENANCE

4.1 Lessee's Obligations. The following shall be the responsibility of the Lessee:

- a) Any repairs necessitated by the negligence of Lessees, its agents, employees, invitees.
- b) Any repair or alterations required to comply with laws or regulations.
- c) Lessee shall be responsible for paying any and all utility services not mentioned above servicing the leasehold premises including but not limited to telephone, natural gas, television cable, garbage and any and all related items.
- d) Lessee further agrees, at its expense, to remove any and all alterations not accepted by Lessor and any and all accumulated equipment, supplies and other items which are present as a result of Lessee's operations, or anyone acting under Lessee, from Lessor's property upon termination of this lease. The premises shall be left in a condition equal to or better than the condition in which it was found immediately prior to Lessee's occupation. All surface preparations shall remain with the premises unless specifically requested by Lessor to be removed or somehow modified.

4.2 Lessor's Interference with Lessee. Any repairs, replacements, alterations or other work performed on or around the lease premises by Lessor if necessary, shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Lessee. Lessee shall have no right to abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities.

Section 5- ALTERATIONS

5.1 Alteration Prohibited. Except as provided above, Lessee shall make no substantial improvements or alterations on the leased premises of any kind without first obtaining Lessor's written consent, which Lessor shall not unreasonably withhold.

5.2 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Lessor or Lessee shall be the property of Lessor when installed, in Lessor's sole discretion

Section 6- INSURANCE

6.1 Insurance Required. Lessee shall keep the leased premises insured at Lessee's expense against all risks in addition to insurance required in Section 8.3, if demanded by Lessor. Lessee shall bear the expense of any insurance insuring the property of Lessee on the premises against such risks.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by any of the risks enumerated in a standard all risks insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

Section 7- TAXES

Lessee shall pay as due all taxes on its personal property located on the leased premises. Lessor shall pay as due all general real property taxes and special assessments levied against the leased premises to the appropriate authority.

Section 8- LIABILITY AND INDEMNITY

8.1 Liens.

a) Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If Lessee fails to pay any such claims or to discharge any liens, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Lessor and shall be payable within a reasonable time of demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

b) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or other security satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

8.2 Indemnification. Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the leased premises or any condition of the leased premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any loss or damage caused by third parties or by any condition of the premises, except as for which Lessor is responsible hereunder.

8.3 Liability Insurance. Before going into possession of the premises, Lessee shall procure and thereafter during the terms of the lease shall continue to carry the following insurance at Lessee's cost: The insurance limits provided in the Lease agreement shall be modified to reflect the limits set by the Port Commission in the immediately preceding annual resolution setting said rates during the term of the lease unless a given requirement is not obtainable on the commercial insurance market in the Newport, Oregon area.

Section 9- ASSIGNMENT & SUBLEASE

No part of the leased property may be assigned, mortgaged or subleased nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Lessor.

Section 10- DEFAULT

The following shall be event of default:

10.1 Default in Rent. Failure of Lessee to pay any rent or other charge within 10 days after it is due.

10.2 Default in Other Covenants. Failure of Lessee or Lessor to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice specifying the nature of the default with reasonable particularity.

10.3 Abandonment. Failure of Lessee for 10 days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

Section 11- REMEDIES ON DEFAULT

11.1 Termination. In the event of default the lease may be terminated at the option of the party not in default by notice in writing to the other party. If the lease is not terminated by such election, or otherwise in such a manner so as to excuse the party in default as hereinabove provided, the party not in default shall be entitled to recover damages from the other party for the default. If the lease is terminated, each party's liability to the other party for damages shall survive such termination. In the event Lessee is in default and this lease has been terminated as herein provided, Lessor may re-enter, take possession of the premises, and remove any person or property by legal action or self-help with the use of reasonable force and without liability for damages.

11.2 Damages. In the event of termination on default, Lessor shall be entitled to recover within a reasonable time following written demand, without necessarily waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- a) The loss of Lessee from the date of default until a new Lessee has been, or with the exercise of reasonable efforts, could have been secured.
- b) The reasonable cost of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expenses occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition including any attorney fees, court costs, broker commissions, and advertising costs.

11.3 Right to Sue More Than Once. Lessor may sue periodically to recover damages during the remainder of the lease term and no action for damages shall bar a later action for damages subsequently accruing.

11.4 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

11.5 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall surrender the leased premises in the same condition as at the commencement of the lease, normal wear and tear excepted and in a clean and orderly condition. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration required removal.

Section 12- MISCELLANEOUS

12.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

12.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable attorney fees.

12.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 72 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to which other address as may be specified from time to time by either of the parties in writing.

12.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

12.5 Recordation. This lease shall not be recorded without the consent in writing of Lessor.

12.6 Entry for Inspection. Lessor shall have the right to enter upon the premises at any reasonable time to determine Lessee's compliance with this lease or to make necessary repairs to the premises.

12.7 Governing Law. This lease and the party's rights under it shall be construed and regulated by the laws of the State of Oregon.

12.8 Severability. The invalidity or illegality of any provision of this lease shall not affect the remainder of the lease.

12.9 Modification. No modification of this lease shall be valid unless in writing and signed by the parties hereto.

12.10 Time of Essence. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.

12.11 Construction. In construing this lease, it is understood that Lessor or Lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally and grammatically changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

12.12 Exterior Litter. The Lessee is responsible for the control of and the maintenance and clean-up associated with any and all litter and debris directly related to the Lessee's business being conducted on the leasehold premises and shall at all times clean up and remove said litter promptly.

12.13 Adjacent Use. Lessee, in entering into this Lease, specifically acknowledges that Lessor or Lessor's other Lessees have adjacent property put to various uses, including industrial uses. Lessee acknowledges that said uses may generate noise, smoke, fumes, dust and heavy truck and equipment traffic, and Lessee does hereby specifically and irrevocably waive any and all claim of complaint, cause of action, harm or damage of any nature whatsoever during the entirety of the term of the Lease, and any subsequent renewals thereof as and against Lessor or Lessor's other Lessees for and on account of the uses above described.

12.14 Signs. Lessee agrees that all signage of Lessee shall be placed according to any sign code or rule, and shall be subject to the Lessor's written approval which will not unreasonably be withheld.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LESSOR:

LESSEE:

PORT OF NEWPORT

SKYLINE SHEET METAL

By:_____

By:_____

Title _____

Title _____

Skyline Exterior Spaces Lease in Red

Write a description for your map.

Legend

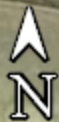
Feature 1



Building B

Building C

Building A





NEW BUSINESS AGENDA ITEM

DATE: 25 April 2019
RE: Asphalt Work, Newport International Terminal
TO: Teri Dresler, Interim General Manager
ISSUED BY: Aaron Bretz – Director of Operations

BACKGROUND

The Port will be moving all of the Commercial Fishing Gear currently stored on leased property at the NIT to Port Property in anticipation of Rondys taking back the gear storage area as part of their previously agreed lease termination. This move needs to be completed by the end of June. I recommended a rate increase this year on NIT storage because our available storage area is less than it has been previously, and we need to pave areas that are currently gravel in order to maintain efficiency of our storage space.

I am requesting to complete roughly 20,000 square feet of asphalt to allow for efficient access by forklifts to the gear we are storing. At my recommended rate for NIT Storage, this paving will be paid for by storage fees in just over two years. We have received a quote for this work for \$86,000, and verified that this amount of work does not require any changes to stormwater permits.

DETAIL

Attached is a visual outline of the area to be paved.

BUDGET IMPLICATIONS

There is room in the current fiscal year's budget to accomplish this work.


RECOMMENDATION

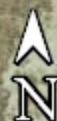
I RECOMMEND A MOTION TO AUTHORIZE THE GM TO PAVE THE AREA INDICATED FOR AN AMOUNT NOT TO EXCEED \$86,000.

Untitled Map

Write a description for your map.

Legend

 Feature 1





FINANCE DEPARTMENT MONTHLY REPORT

DATE: April 30, 2019
PERIOD: March 2019
TO: Teri Dresler, Interim General Manager
ISSUED BY: Mark Harris, Accounting Supervisor

The Finance Department has been busy preparing the fiscal year 2019-2020 preliminary budget recommendations.

The following projects will be resumed beginning May 1:

- Month-end close and financial reports as of March 31, 2019
- Proposal for a target days of cash on hand amount
- Fiscal Management Policies
- Review and update revenue reporting procedures

###



DIRECTOR OF OPERATIONS REPORT

DATE: 04/26/2019
PERIOD: March 2019 – April 2019
TO: Teri Dresler, Interim GM
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

This is an abbreviated report; I am submitting this report while on baby leave, so the compilation of information is basically summarized rather than explicitly collected. If necessary, I am happy to compile specifics for the following month's report.

The north side of the bay is very full right now as a result of visiting squid boats and because the shrimpers haven't started up yet. There are a total of three squid pumps set up at the Port right now; fishing has been slow due to weather, but the squid are definitely out there. Wharfage and truck fees from squid so far has brought in about \$28,000 of revenue to the Port. This does not include labor, forklift, and additional moorage from squid operations. Landings have been light so far. Our data monitoring on squid operations is such that at the end of the season, we will be able to easily look at the overall success of these operations based on cost vs. revenue.

I spent a great deal of time on budget preparations this month, and in researching and communicating rate increases.

I negotiated a short term lease with Skyline Sheet Metal that will generate about \$12,000 of revenue over the next six months, and will also include tenant improvements to the buildings at the old cherry plant. We also have a potential additional tenant who has yet to approach the Port, but if that tenant can line up funding, by year's end we could see revenue coming into that property.

We hosted a meeting with FEMA this month regarding disaster preparedness for the region. Also in attendance were county and city planning officials.

Nothing new to report at this time regarding Community Ice.



U. S. DEPARTMENT OF COMMERCE
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174
Fax: 206.220.7669
Voice: 206.220.7660

April 22, 2019

In reply refer to:
EDA Control No. 113380

Mr. Aaron T. Bretz
Director of Operations
Port of Newport
600 S.E. Bay Boulevard
Newport, Oregon 97365

Dear Mr. Bretz:

The Economic Development Administration's (EDA) Seattle Regional Office Proposal Review Committee (PRC) has conducted an initial review of your proposal for investment assistance to fund the construction of the Port 5 Dock pier replacement. Based on its initial review, the PRC has determined that your proposal is responsive to basic requirements of the applicable Notice of Funding Opportunity (NOFO).

EDA has determined that the proposal package you submitted constitutes a substantially complete application. The request will be forwarded to the Seattle Regional Office's Investment Review Committee (IRC) for consideration. You can expect to be contacted by EDA staff to obtain additional information or clarification of your application, if it is determined to be necessary before the IRC convenes.

Please, be aware that EDA receives more competitive applications than it can fund. This request to submit a complete application in no way guarantees that EDA will approve your application or make an award to fund your project.

You may contact Brian Parker at (206) 220-7675 or BParker3@eda.gov, if you have questions or need assistance with the next steps in the application review process.

Thank you for your interest in EDA. For more information about our programs and other upcoming funding opportunities, please, consult our website at www.eda.gov.

Sincerely,

Kerstin Millius
Area Director
Seattle Regional Office

RECEIVED

APR 23 2019

PORT OF NEWPORT

c: Michael Mills, Economic Development Representative



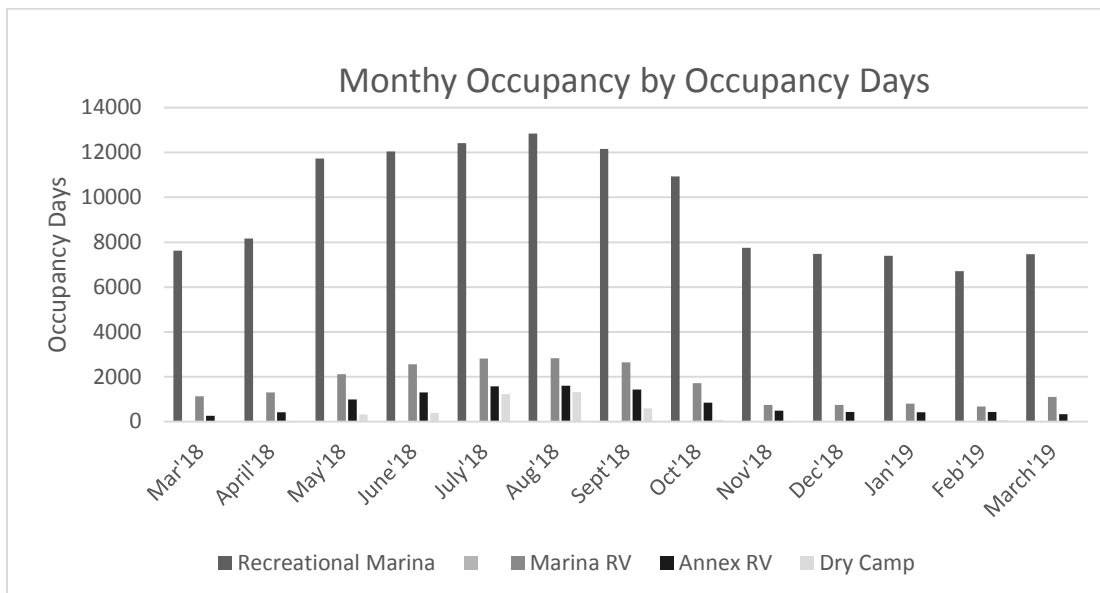
RV PARK & RECREATIONAL MARINA OCCUPANCY REPORT

DATE: 03 April 2019
RE: Month Ending 31 March 2019
TO: Aaron Bretz, Director of Operations
ISSUED BY: Bill Hewitt, RV Park Supervisor

March was a spring break month at the South Beach Facility and we were busy mostly around the weekends. The South Beach Marina, the Marina RV Park and dry camping were behind March 2018 by a slight margin. The Annex was ahead of last March by a fair amount. Our year to date numbers are ahead of this time last year in the Marina RV Park and the Annex. Dry camping year to date is practically the same off just 1 unit from this time last year. The Marina's year to date numbers are off about one percent from last year. The Marina is starting to pick-up as we approach the start of the fishing season.

OCCUPANCY DAYS MONTH & YTD

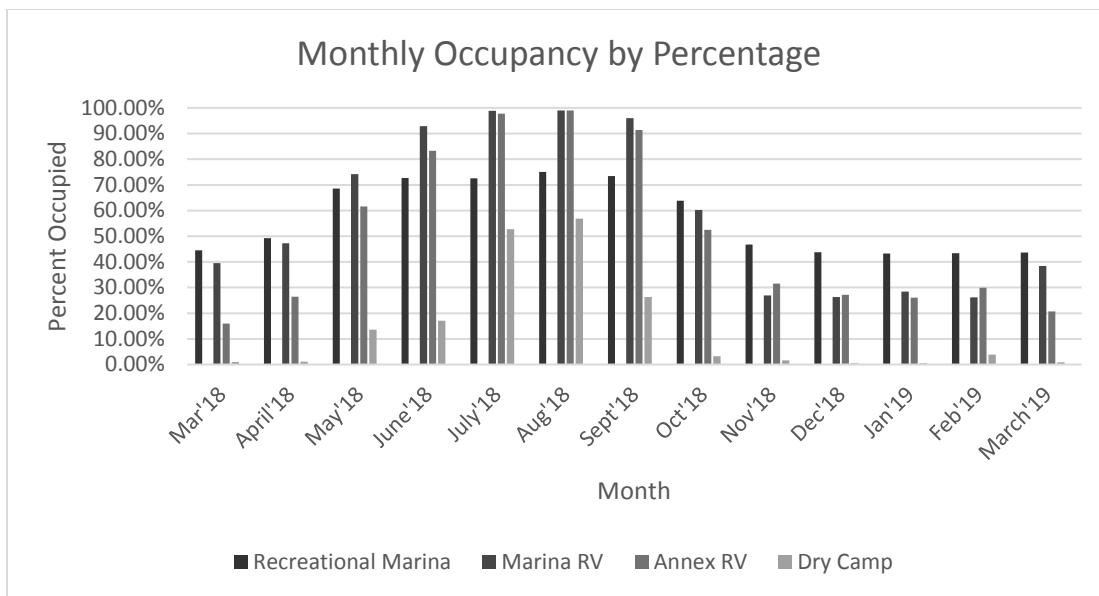
Mar'2019	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational Marina	7627	7466	-2.10%	21803	21576	-1.04%
Marina RV	1129	1108	-1.86%	2367	2592	9.51%
Annex RV	258	334	29.46%	894	1190	33.11%
Dry Camp	23	21	-8.70%	114	113	-0.88%





OCCUPANCY PERCENT MONTH & YTD

Mar'2019	2018	2019	Change	YTD 2018	YTD 2019	Change
Recreational Marina	44.57%	43.63%	-0.94%	43.89%	43.43%	-0.46%
Marina RV	39.58%	38.85%	-0.73%	28.58%	31.30%	2.72%
Annex RV	16.00%	20.72%	4.72%	19.10%	25.42%	6.32%
Dry Camp	0.99%	0.90%	-0.09%	1.69%	1.67%	-0.02%





GENERAL MANAGER'S REPORT

DATE: *April 26, 2019*
RE: *General Manager's Monthly Report – April 2019*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Teri Dresler, Interim General Manager*

Strategic Business Plan

- A final Strategic Business Plan will be delivered by May 10, 2019
- Commission will approve the plan at the May 28th regular meeting and forward the plan to Business Oregon

Director of Finance and Business Services

We were unable to complete the hire for this position due to salary expectations beyond what the Port could afford. I have been working on other options for recruitment to fill this important position.

Maritime Administration

I met with Branden Criman from MARAD and gave her a tour of the Terminal and Commercial Marina. She was on the west coast touring ports to determine how the agency could work effectively with Ports. She talked about how the agency is working to be more flexible in how they value the diversity of Ports in grant requests. She said there would be information coming out over the next 6 months to a year about those new ideas.

Board Practices Assessment

On April 2nd, the Commission participated in a facilitated Board Practices Assessment as part of the Best Practices program established by Special Districts of Oregon. Rob Mills, a consultant with SDAO, led the self-assessment and provided a written summary for the Commission. That summary is attached to this document. SDAO requires a six-month check back by the consultant, so sometime in the Sept/Oct timeframe a time to review progress on issues identified as needing attention will be conducted by SDAO.

Budget Process

I want to acknowledge the enormous amount of work the Port team has devoted to preparing the FY 2019/2020 budget recommendations. In particular, Mark Harris and Becca Bishop have worked long hours calculating, researching, and recalculating revenues and expenses to provide the most accurate financial information possible. Thank you!

Next steps include at least one Budget Committee Meeting on May 14th at 6 pm. A second meeting date is being held on May 21 if needed. The budget would then be approved at the June 25th Commission Meeting.

SPECIAL DISTRICT BOARD PRACTICES ASSESSMENT

**PORT OF NEWPORT
April 2, 2019**

Board: Board: Stewart Lamerdin; Sara Skamser; Walter Chuck; Jeff Lackey; Jim Burke

KEY PERFORMANCE AREAS	RATING			ASSESSMENT
	Good	Caution	Danger	
Board Duties and Responsibilities				
Adherence to standards of good stewardship				Board member perspectives on their stewardship range from “doing real well” – more open discussions about operations, listening more to constituents, communicating with government officials – to “improved” from “recent turbulent times on a rocky road”, but now “stabilizing”. The Board cites the need for “good people in top positions”, “compromise and respect” among members, and to “quit kicking issues down the road.”
Demonstration of good governance practices				Board members feel they are “better at working together”, prepare well and conduct organized meetings, “show honest, due diligence” in managing issues, and are improving their skills through training and conferences. Still, they acknowledge their “struggles with infrastructure issues” and the need to scope out a comprehensive priority list of maintenance and modernizing items.

Operational Compliance				
Overall regulatory compliance				Board members feel they are “doing a good job” in this area with “no glaring issues”, though the district struggles at times to stay current with required work safety and other required training for employees.
Timeliness of compliance reporting				While citing no current reporting problems, the Board acknowledges that over time there have been issues involving delays in filing a strategic business plan and an annual budget.
Potential compliance challenges				The Board is confident that major compliance issues have been identified and that they will be able to “execute”. However, potentially daunting challenges must be dealt with in vital areas such as PERS requirements, dredging and dredge spoils disposal, storage tanks, docks, and estuary mitigation.
Budget and Finance				
Consistency in budgeting to meet needs				The Board follows standard budgeting protocols recommended for special districts. Board members express confidence in the district’s current budgeting process due to more input and involvement from staff, updated computer software, and their own close, well-informed scrutiny of the budget details.
Soundness of financial practices				Board members express a general concern about the district’s continuing need for new long-term revenue sources to “better balance the debt load” but make no direct reference to the immediate and widely publicized concern in the legislature about the Port’s financial obligations.

Customer Relations				
Management of service problems				Board members report this area is “not a green, but they’ve done a good job” of identifying the extensive capital improvements needed to better serve customers, including repairs to docks, the seawall, and RV lots.
Improvements to customer service				Significant improvements have been made in the past few years in the quality of service the staff is providing. Staff members are more engaged in the operation of the Port and working more closely with customers to meet their needs.
Personnel Administration				
Staff morale and work climate				While employee turnover is a problem, the Board reports the work climate is improving as a result of updating personnel policies and benefits as well as providing more clarity about employee rights and responsibilities in dealing with customers.
Management of employee performance				The district has a structured, documented format in place that is used in administering annual employee performance reviews at all level of the organization.
Alignment of positions with work assignments				This area is considered a “work in progress”. Position descriptions need “tweaking, but nothing dramatic” and are being revised and updated with the help of an outside consultant. The Board also cites the need for a market survey of salary ranges and a succession planning strategy.

Policies and Procedures				
Soundness of administrative policies				The Board is alert to the on-going changes and updates needed to the district's policies and procedures and has responded with a rewritten HR handbook, revised work safety guidelines documentation, updated hazardous material storage standards, etc. Board members recognize and accept that "the work never ends" in staying current with changes in documentation requirements.
Consistency between work practices and policies				
Efficiency of staff and work systems				

“