

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Tuesday, August 22, 2017, 6:00 p.m.
OSU Extension Office
1211 SE Bay Blvd, Newport, OR 97365

- I. Call to Order6:00 pm
- II. Changes to the Agenda
- III. Public Comment6:02 pm
- IV. Consent Calendar6:05 pm
 - A. Minutes
 - 1. Special Commission Meeting & Executive Session July 25, 2017 p 3
 - 2. Special Commission Meeting & Executive Session July 31, 2017 p 7
 - 3. Special Commission Meeting & Executive Session August 7, 2017 p 11
 - 4. Special Commission Meeting & Executive Session August 9, 2017 p 13
 - 5. Regular Commission Meeting July 25, 2017 p 15
 - B. Financial Reports..... p 23
 - C. Good Sam Renewal p 35
 - D. Vacation of a Undeveloped Portion of SE Ferry Slip Road p 37
 - E. Resolution (2017-11) Amending the Port of Newport Facilities Code to Add a Violation for Unauthorized Trash Removal p 43
 - F. Contract with all-ways painting for painting the NOAA MOC-P common area p 45
- V. Old Business
 - A. Items Removed from Consent Calendar
 - B. Accounts Paid..... p 676:10 pm
 - C. MILDRED C Progress Report p 716:13 pm
 - D. International Terminal Shipping Facility Report..... p 736:18 pm
 - 1. Permitting Progress
 - 2. TIGER Grant Update
 - 3. Contracts Status
- VI. New Business
 - A. MILDRED C Exit Plan (2017-12) p 756:35 pm
 - B. Contract for PD 5 Pier Access..... p 776:40 pm
 - C. 6 Month Priority List
 - D. General Manager Selection Process
- VII. Staff Reports
 - A. Director of Finance..... p 877:00 pm
 - 1. June Occupancy Report
 - B. Director of Operations..... p 897:03 pm
 - 1. Commercial Marina Report
 - 2. NOAA Report
 - 3. NIT Report
 - C. General Manager
 - 1. Activities for the Month
 - 2. Rogue Asphalt/Sewer Repairs
- VIII. Commissioner Reports7:10 pm
- IX. Calendar/Future Considerations
 - A. 8/25 Joint Meeting Port Commissioners & Newport City Council
 - B. 9/4 Labor Day, Port Office Closed
 - C. 9/19-9/22 Pacific Coast Congress of Harbormasters and Port Managers Annual Conference
 - D. 9/26 Regular Commission Meeting
 - E. 10/5-10/6 OPPA CONFERENCE
 - F. 10/7–10/8 Columbus Day Regatta

G. 10/24 Regular Commission Meeting

- X. Public Comment 7:15 pm
- XI. Adjournment..... 7:25 pm

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

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.

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PORT OF NEWPORT MINUTES

July 25, 2017

Special Commission Meeting & Executive Session

I. CALL TO ORDER

Commission President Walter Chuck called the Special Meeting of the Port of Newport Board of Commissioners to order at 12:00 noon at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport OR.

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

Management and Staff: Aaron Bretz, Interim General Manager.

Members of the Public and Media: Pete Gintner, Esq.; Kiera Morgan, KYTE Radio; Dennis Anstine, Newport News-Times; Bill Anderson, SDAO; Patrick Trapp; Heather Mann, Midwater Trawlers Cooperative; Steve Beck; Pat Ruddiman, ILWU; Cheryl Harle, BOSS Radio; and Dietmar Goebel, Newport City Council.

A motion was made by Patrick-Joling and seconded by Lamerdin to enter into Executive Session. The motion passed 5 -0.

Chuck announced that the Port of Newport Board of Commissioners would meet in Executive Session pursuant to *ORS 192.660(2)(f)* and *ORS 192.660(2)(h)*, which allow the Commission to meet in Executive Session *to consider information or records that are exempt from disclosure by law, including written advice from the port's attorney, and to consult with the port's attorney regarding legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed*, respectively.

Representatives of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the room. Attorney Pete Gintner was invited to attend the Executive Session. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the Executive Session, except to state the general subject of the session as previously announced. No decision would be made in Executive Session.

II. EXECUTIVE SESSION

Commission President Walter Chuck called an Executive Session of the Port of Newport Board of Commissioners to order at 12:07 pm at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport, OR, pursuant to ORS 192.660(2)(F) to consider information or records that are exempt from disclosure by law, including written advice from the port's attorney, and 192.660(2)(H) to consult with the port's attorney regarding legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed.

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

Management and Staff: Aaron Bretz, Interim General Manager.

Members of the Public and Media: Pete Gintner, Esq.; Kiera Morgan, KYTE Radio; Dennis Anstine, Newport News-Times.

No decisions were made in Executive Session.

A motion was made by Patrick-Joling and seconded by Skamser to end the Executive Session. The motion passed 5 – 0.

Executive Session was adjourned at 12:15 pm.

III. SPECIAL MEETING

Commission President Walter Chuck reconvened the Special Commission Meeting of the Port of Newport Board of Commissioners at 12:16 pm at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport OR, 97365

IV. APPROVE SEVERANCE PACKAGE

A motion was made by Patrick-Joling and seconded by Skamser to authorize Chuck to sign the severance package for Kevin Greenwood. The motion passed 5 – 0.

IV. CONSIDER PRESS RELEASE

Patrick-Joling suggested keeping any press release short and sweet, and include no comment on personnel. Lamerdin suggested considering providing context for the public, and that comment on some level is appropriate. He asked whether the public might have more questions on what happened if there was no information in the release. Walter added that with an abrupt change, some content is appropriate. Patrick-Joling said that if there is a need to release beyond minimal comments, it would be best to consult with the Port lawyer. Skamser said she believed the action was self-explanatory. Chuck asked if two Commissioners would work with Greenwood's lawyer and Gintner for some common ground.

V. NEXT STEPS FORWARD WITH SDAO

Bill Anderson from the Special Districts Association of Oregon (SDAO) suggested that on a fast track it would take 4– 5 months to have a permanent replacement for General Manager. For interim services he suggested the Port's needs are very specific and that SDAO could be retained to assist if the Port so decided. SDAO does not have a lot of resumes that are Port-specific. SDAO would be able to help select and interim manager by way of a consensus exercise. Lamerdin asked about interim candidates. Anderson asked to consider an internal candidate as a first step before moving forward. Patrick-Joling asked what would be discussed in executive vs. open session. Chuck stated that the ORS say that most business should be discussed in open session. Anderson said that SDAO advises that it is the smartest strategy to talk about candidates in open session. Patrick-Joling asked Gintner how it would be best to re-set the Board's direction without leaking too much information to the public. She suggested posting for a pro-tem interim manager. Gintner suggested that the Commission may be talking about revamping their entire position and might need an interim manager because of the long term changes. Chuck suggested a specific meeting/executive session to discuss an interim arrangement. Anderson suggested reviewing the General Manager's job description. Lamerdin proposed considering interim candidates to cover the gap. Anderson said there are talented people available for an interim position but the Port would still need to shop the job. Patrick-Joling said there is a need for an executive session to define the job description of a pro-tem manager. Chuck said that Bretz is doing a fine job and that the Commission needs to iron out the scope of work quickly. A Special Meeting/Executive Session will be scheduled for Monday, July 31st. SDAO will provide components for a permanent position.

VI. **PUBLIC COMMENT**

Harle said she would like to speak on behalf of Greenwood, and asked whether he had committed a crime. She said that Greenwood loved his position and deserved to be respected. She suggested the Commission could sit down and work it out.

VII. **ADJOURNMENT**

Having no further business, the meeting adjourned at 12:51 pm.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

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PORT OF NEWPORT MINUTES

July 31, 2017

Special Commission Meeting & Executive Session

I. CALL TO ORDER

Commission President Patricia Patrick-Joling called the Special Meeting of the Port of Newport Board of Commissioners to order at 12:00 noon at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport OR.

Commissioners Present: Sara Skamser (Pos. #2); Stewart Lamerdin (Pos. #3), Secretary/Treasurer; Jeff Lackey (Pos. #4), Vice President; and Patricia Patrick-Joling (Pos. #5), President.

Commissioners Absent: Walter Chuck (Pos. #1)

Management and Staff: Aaron Bretz, Interim General Manager; Karen Hewitt, Administrative Assistant.

Members of the Public and Media: Pete Gintner, Esq.; Kiera Morgan, KYTE Radio; Steve Beck; Pat Ruddiman, ILWU; Yale Fogarty, ILWU; and Barrett Tower, ILWU.

Patrick-Joling read an email from Chuck into the record:

“Patricia,

Since you are now the president, I feel that you should be the one to call for the Monday Special Meeting. If you want it in executive session it should now be between you and Pete to work out the details. I don’t feel comfortable discussing the manager pro-tem in executive session and feel that it should be done in an open session. If a final decision is to be made in open session on Monday, then I would like to be there for that. And that would also apply when an agreement was going to be worked out with a potential selection. If there is only going to be an executive session on Monday, then I will not be in attendance. In that case, please read this email into the record before entering into executive session on Monday so the commission is aware of this.”

A motion was made by Lackey and seconded by Skamser to enter into Executive Session. The motion passed 4 -0.

Patrick-Joling announced that “the Port of Newport Board of Commissioners will now meet in executive session pursuant to ***192.660 (2) (A),(F) & (H): TO CONSIDER THE EMPLOYMENT OF AN OFFICER, EMPLOYEE, STAFF MEMBER OR AGENT; TO CONSIDER INFORMATION OR RECORDS THAT ARE EXEMPT FROM DISCLOSURE BY LAW, INCLUDING WRITTEN ADVICE FROM THE PORT’S ATTORNEY; AND TO CONSULT WITH THE PORT’S ATTORNEY REGARDING LEGAL RIGHTS AND DUTIES IN REGARD TO CURRENT LITIGATION OR LITIGATION THAT IS MORE LIKELY THAN NOT TO BE FILED, RESPECTIVELY.***

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are

specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.”

II. EXECUTIVE SESSION

Commission President Patrick-Joling called an Executive Session of the Port of Newport Board of Commissioners to order at 12:04 pm at the South Beach Activities Room, 2120 SE Marine Science Dr, Newport, OR.

Commissioners Present: Sara Skamser (Pos. #2); Stewart Lamerdin (Pos. #3), Secretary/Treasurer; Jeff Lackey (Pos. #4), Vice President; and Patricia Patrick-Joling (Pos. #5), President.

Management and Staff: Aaron Bretz, Interim General Manager.

Members of the Public and Media: Pete Gintner, Esq.; Kiera Morgan, KYTE Radio.

No decisions were made in Executive Session.

A motion was made by Skamser and seconded by Lackey to end the Executive Session. The motion passed 4 – 0.

Executive Session was adjourned at 1:07 pm.

III. SPECIAL MEETING

Commission President Patrick-Joling reconvened the Special Commission Meeting of the Port of Newport Board of Commissioners at 1:10 pm at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport OR, 97365. Chuck (Pos. #1) joined the meeting.

IV. GENERAL MANAGER PRO TEM JOB DESCRIPTION/APPOINTMENT

A motion was made by Lamerdin and seconded by Lackey to move forward with the selection of a General Manager Pro Tem after posting publically after reviewing applications on August 7, 2017, and interviewing selected applicants on August 9, 2017. The motion passed 5 – 0.

Patrick-Joling passed out proposed criteria for discussion. Skamser suggested adding transparency and working with current staff to transition to a new manager. Lamerdin suggested adding building consensus. Chuck suggested adding the ability to do public outreach. Lamerdin asked which criteria would be minimum and which would be preferred. Patrick-Joling suggested that a Bachelor’s degree, management of government activities experience, at least 5 years of demonstrated experience in leadership/management, and experience with a Board of Directors or volunteer officials would be the minimum requirements. Gintner proposed that the public may have some suggestions. Fogarty suggested that contract negotiation skills be added because of the timeline with current proposals. Patrick-Joling said that would be added. Chuck asked if a military/veteran’s preference would apply. Gitner said he would look into that. If so the Commission would be obligated to interview such applicants. Lackey

commented that the criteria was a skeleton list compared to the 2008 General Manager job description. He suggested adding demonstrating critical thinking and problem solving skills as a catch all for some duties. Lamerdin suggested adding experience as a port manager or other port operations. Chuck asked how the Commission would proceed if there were no qualified applicants. Patrick-Joling said they would start again, but the appointment would be delayed. Staff was directed to prepare an announcement with the criteria and post it online today.

IV. MILDRED C MAINTENANCE UPDATE

Bretz introduced the staff report. He said that the Port should have received a quote before the work was done. He has experience taking boats to yards and experience with public funds. Bretz said the care of the Mildred C should be treated as “building repair” rather than vehicle maintenance. He had asked the Port of Toledo to project costs and provide a quote. He added that the Port needs to keep better maintenance records as the information on the Mildred C was limited to an oil change approximately 50 hours previous. The current work at Toledo is 95% complete. Patrick-Joling said she saw the Mildred C and agreed with Bretz’ assessment. Lamerdin asked what other options there may be for pile removal and other tasks. Bretz said the Mildred C is used to remove pile and move heavy loads. The weight of a pile is at the bollard pull limit of the tug. If the Mildred C were not used, the Port would need to hire ORCA divers at about \$8-10K per piling. Lamerdin asked how many more piles were expected to need to be removed in this next year. Bretz estimated at least 4 – 5 and perhaps more. Bretz explained how the tug is used to remove piles. He added that if ORCA divers are used, the Port would go into their work queue and may not be available quickly. On Bretz’ first day with the Port a pile came down and smashed a portion of the dock. Skamser said the Port already spent \$33K and recommended Bretz’ proposed motion.

A motion was made by Skamser and seconded by Chuck to approve the outstanding maintenance cost and direct staff to prepare a Mildred C expense cap and exit plan for next regular meeting.

Bretz said that last year \$7K was budgeted for boat maintenance, and \$6.2K this year. He would recommend capping the maintenance on the Mildred C at \$50K or 5 years, which ever came first. Lamerdin said that a survey was needed to make sure there would not be other problems found when the tug was put in the water. Fogarty suggested the Commission approve the funds pending a marine survey. Bretz said he wasn’t sure what the cost would be and moorage would need to be paid while the boat was in Toledo, which was currently estimated at another 3 weeks to complete repairs. Lamerdin said a surveyor was expensive but he could recommend someone. Lackey asked that Bretz talk to Mona at SERVCO about a possible name of a surveyor.

The motion passed 4 – 0, with Lamerdin dissenting.

V. INTERNATIONAL TERMINAL SHIPPING FACILITY PERMITS

Bretz said one of the permits for the ITSF project was due for renewal on August 26th. There was a previous arrangement that permits would pass from Teevin to the Port of Newport, and asked if the Port would be taking over the permits. Chuck said that the renewal would be up to the Port unless the permits were turned back to Teevin. Skamser commented that the Port would not want to start over with the permitting process. Lamerdin asked if Teevin had an objection to the permits being in their name.

Skamser said they were hoping the project would be further along. Bretz will call Teevin to ask if they will renew the permit. Patrick-Joling said they can address at the August 7th meeting if the Port will renew once Bretz has spoken with Teevin.

Lackey suggested that the Commission tentatively schedule some additional meetings for the near future. Skamser asked that they be spread out rather than two on the same day.

VI. PUBLIC COMMENT

Fogarty commented that the Commission had to take a good look at a lot of things. He added that Bretz is doing a fantastic job, and unless there is a very shiny candidate, keeping Bretz as the interim General Manager would save the Port a lot of money. Bretz would be more aware of the Port's issues than someone from the outside.

VII. ADJOURNMENT

Having no further business, the meeting adjourned at 1:45 pm.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

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PORT OF NEWPORT MINUTES

August 7, 2017

Special Commission Meeting & Executive Session

I. CALL TO ORDER

Commission President Patricia Patrick-Joling called the Special Meeting of the Port of Newport Board of Commissioners to order at 9:11 am, at the International Terminal meeting room 1510 SE Bay Blvd, Newport, OR 97365.

Commissioners Present: Sara Skamser (Pos. #2); Jeff Lackey (Pos. #4), Vice President; and Patricia Patrick-Joling (Pos. #5), President.

Commissioners Absent: Walter Chuck (Pos. #1); Stewart Lamerdin (Pos. #3), Secretary/Treasurer.

Management and Staff: Karen Hewitt, Administrative Assistant.

Members of the Public and Media: None.

A motion was made by Skamser and seconded by Lackey to enter into EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(a) – TO CONSIDER THE EMPLOYMENT OF AN OFFICER, EMPLOYEE, STAFF MEMBER OR AGENT. The motion passed 3 -0.

II. EXECUTIVE SESSION

Commission President Patricia Patrick-Joling called the Executive Session of the Port of Newport Board of Commissioners to order at 9:12 am, at the International Terminal meeting room 1510 SE Bay Blvd, Newport, OR 97365.

Commissioners Present: Sara Skamser (Pos. #2); Jeff Lackey (Pos. #4), Vice President; and Patricia Patrick-Joling (Pos. #5), President.

Commissioners Absent: Walter Chuck (Pos. #1); Stewart Lamerdin (Pos. #3), Secretary/Treasurer.

Management and Staff: Karen Hewitt, Administrative Assistant.

Members of the Public and Media: None.

No decisions were made in Executive Session.

A motion was made by Lackey and seconded by Skamser to end the Executive Session. The motion passed 3 – 0.

Executive Session was adjourned at 9:35 am.

III. SPECIAL MEETING

Commission President Patricia Patrick-Joling reconvened the Special Meeting of the Port of Newport Board of Commissioners to order at 9:36 am, at the International Terminal meeting room 1510 SE Bay Blvd, Newport, OR 97365.

IV. GENERAL MANAGER PRO TEM

A consensus was reached with the present Commissioners to offer an interview to John Todd and Greg Speer for the position of General Manager Pro Tem. Patrick-Joling instructed Hewitt to complete background checks prior to the meeting on Wednesday at noon, and to confer with attorney Pete Gintner to prepare a contract for a General Manager Pro Tem. Hewitt will also schedule interview appointment times for Wednesday. Patrick-Joling will discuss with Gintner whether it would be appropriate to have Aaron Bretz present for the interviews.

Patrick-Joling reminded the Commission that it is appropriate for two Commissioners to talk about the Port, but they cannot conspire or make decisions. When there are three or more Commissioners, they cannot discuss Port business unless it is at a public meeting. There will be times when the Commissioners are together in social situations, which is okay so long as Port business is not discussed.

V. FUTURE CONSIDERATIONS

Lackey asked if there will be a Work Session before the Regular Meeting on August 22nd. Patrick-Joling said they will schedule one for noon on the 22nd and can discuss other meetings to schedule. Skamser commented that the Commission By-Laws include that the Commissioners are encouraged to talk with the public. Patrick-Joling said that if Skamser talks to the press, it should not be as a Commissioner. Skamser asked about the distribution of the Meeting Packets. Hewitt said the packets are posted online, and a link or a copy is mailed to a list of those who requested it. They are available to the public. Skamser also asked if there was a President's report. Patrick-Joling said that would be included under the Commissioners' Reports agenda item. Patrick-Joling also reminded Commissioners to give Hewitt copies of notes taken at meetings. She advised that if a Commissioner wanted to add an item to the agenda, they should call her. Patrick-Joling will be gone August 9th through 18th. Lackey said the Commission needs to decide what to work on. Patrick-Joling mentioned the information received about Jeff Merkley's town hall meeting, which would conflict with Wednesday's Commission meeting at noon.

VI. PUBLIC COMMENT

There was no public comment.

VII. ADJOURNMENT

Having no further business, the meeting adjourned at 9:50 am.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

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PORT OF NEWPORT MINUTES

August 9, 2017

Special Commission Meeting & Executive Session

I. CALL TO ORDER

Commission President Patricia Patrick-Joling called the Special Meeting of the Port of Newport Board of Commissioners to order at 12:10 pm, at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, OR, 97365.

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

Management and Staff: Aaron Bretz, Interim General Manager; Karen Hewitt, Administrative Assistant.

Members of the Public and Media: Heather Mann, Midwater Trawlers' Cooperative; John Todd; Greg Speer; Rex Capri; Kiera Morgan, KYTE Radio.

A motion was made by Lackey and seconded by Skamser to enter into EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(a) – TO CONSIDER THE EMPLOYMENT OF AN OFFICER, EMPLOYEE, STAFF MEMBER OR AGENT. The motion passed 5 -0.

II. EXECUTIVE SESSION

Commission President Patricia Patrick-Joling called the Executive Session of the Port of Newport Board of Commissioners to order at 12:15 pm, at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, OR, 97365.

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

Management and Staff: Aaron Bretz, Interim General Manager.

Members of the Public and Media: Kiera Morgan, KYTE Radio.

No decisions were made in Executive Session.

A motion was made by Skamser and seconded by Lackey to end the Executive Session. The motion passed 5 – 0.

Executive Session was adjourned at 3:08 pm.

III. **SPECIAL MEETING**

Commission President Patricia Patrick-Joling reconvened the Special Meeting of the Port of Newport Board of Commissioners at 3:12 pm, at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, OR, 97365.

IV. **GENERAL MANAGER PRO TEM**

Patrick-Joling asked if there was a motion regarding the General Manager Pro Tem position.

Skamser moved to appoint John Todd as General Manager Pro Tem, no second.

Chuck moved, seconded by Lamerdin, to keep the status quo, with Bretz continuing as Interim General Manager and postpone making a form appointment until the August 22nd Regular Commission Meeting to allow for further investigation of both candidates. The vote was 2 – 3: Chuck and Lamerdin voted for; Patrick-Joling, Lackey and Skamser voted against. The motion failed.

Lamerdin moved, seconded by Chuck, to install Greg Speer as General Manager Pro Tem for the Port of Newport. The vote was 2 – 3: Chuck and Lamerdin voted for; Patrick-Joling, Lackey and Skamser voted against. The motion failed.

Lackey moved, seconded by Skamser, to continue the status quo and reevaluate options at the Regular Commission Meeting on the 22nd, which included the option to vote on the two candidates. The motion passed 5 – 0.

V. **ADJOURNMENT**

Having no further business, the meeting adjourned at 3:23 pm.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

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PORT OF NEWPORT MINUTES

July 25, 2017

Regular Commission Meeting

I. CALL TO ORDER

Commission President Walter Chuck called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 6:12 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

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

Management and Staff: Stephen Larrabee, Director of Finance; Aaron Bretz, Interim General Manager; Karen Hewitt, Administrative Assistant; Mark Harris, Staff Accountant; and Pete Zerr, International Terminal Supervisor.

Members of the Public and Media: Heather Mann, Midwater Trawlers Cooperative (MTC); Robert Smith, F/V Raven; Chris Nelson; Jim Shaw; Yale Fogarty, ILWU; Paul Langner, Teevin Bros.; Pat Ruddiman, ILWU; B. Tower, ILWU; Steve Beck; David Jincks; Doug Cooper, Hampton Lumber; Mark Wilson, YBC; Mike Storey, F/V Pegasus; Lisa Lackey; Jim Seavers, F/V Seeker; Fred Yeck; Tim Miller; and Dennis Anstine, Newport News-Times.

II. CHANGES TO THE AGENDA

Chuck added Heather Mann, MTC, was added under presentations, and removed The Beckett Group under presentations.

III. PUBLIC COMMENT

Jincks spoke to Old Business agenda item VII(C), Mildred C maintenance contract. He said he was shocked this happened to the Port again. The first time it cost \$60K with no accountability, with a trade of \$30K in surplus and \$30K in cash expense. The vessel was surveyed in 2006 and assessed a value of \$5000. In the staff report the value was now listed as \$25K. He suggested the Port needs to stop paying on this boat and give it to the Port of Toledo, who he said is liable. He said they did not use good judgement in sandblasting the boat, and they can fix and pay for it. Jincks suggested high-density float and a work barge with a motor. He said the proposed \$20K per year for boat maintenance does not make sense. It would be more cost effective to contract out to have piles pulled.

Yeck said his 124' trawler has been homeported in Newport since 1987, but the shipyards have not been large enough in the area for the past 20+ years to keep the boat here. That has changed, and he will be bringing his boat to Newport. He wants to make sure that there will be space available. Yeck said the Beckett report was obviously written for Greenwood in the way he wanted it written. The report states that Silvan is a proven operator; Yeck found them online to be in business for 6 years, with 4 employees and \$304K in income. The report does not address that Silvan and Teevin did not agree in the contract for the number of loads. The best estimate used was 7.5 loads, but this is just a hope and risk to the Port.

Silvan refused to escrow the \$2.5MM loan. The payments to Silvan are a flat rate of \$60K per year, not 2.5% interest. Yeck said he does not oppose shipping, but does oppose a bad shipping deal.

Beck said he was shocked the Beckett report was on the agenda. He said that he and Patrick-Joling had brought in a CPA/Attorney, Dick Gilbride, who thought the deal was too risky, and did that analysis for free. At that time, the CPA was not invited to a work session. Beck wanted to know who asked that an outside interest be brought in. The Commission had previously voted 3/5 to not look at this again.

Langner noted that all the Teevin and Silvan agreements had been pulled from the agenda. He asked when the Commission would bring them back. Teevin has been negotiating with the Port for 5 years, and would like to know when this can move forward.

Fogarty said that the Beckett Group was well established in the shipping industry and were experts providing valuable comments. The Port of Newport has little experience in shipping, so it was valuable to bring in the Beckett Group. Fogarty said he doubted they would do something in preparing their report that would tarnish their reputation.

IV. ELECTION OF COMMISSION OFFICERS

Chuck read the staff report and asked if there was anyone who wished to nominate a plank. Lackey asked to consider individual nominations. Lamerdin nominated Chuck as President, no second. **Lackey nominated Patrick-Joling as Present, seconded by Skamsner. Patrick-Joling was elected President by a vote of 3 – 2,** with Lackey, Skamsner, and Patrick-Joling saying aye, Lamerdin and Chuck saying nay. Lackey nominated Skamsner as Vice-President, no second. Skamsner nominated Lamerdin as Vice-President, no second. Lamerdin nominated Chuck as Vice-President, no second. **Chuck nominated Jeff Lackey as Vice-President, seconded by Skamsner. Lackey was elected with a vote of 5 – 0. Skamsner nominated Lamerdin as Secretary/Treasurer, seconded by Lackey. Lamerdin was elected with a vote of 5 – 0.**

In summary, the newly elected Commission officers are: Patricia Patrick-Joling, President; Lackey, Vice-President; and Lamerdin, Secretary/Treasurer.

V. CONSENT CALENDAR

- A. Minutes
 - 1. Joint Work Session City of Newport/Port of Newport February 17, 2017
 - 2. Regular Commission Meeting June 27, 2017
 - 3. Special Commission Meeting June 27, 2017
- B. Financial Reports
- C. Special Use Permits
 - 1. U-DA-MAN Fishing Tournament
- D. Commercial Fishing Users Group Committee Representatives/Alternates
 - 1. Approve the switch in representation for the Midwater Trawler sector to Heather Mann, Midwater Trawlers Cooperative as representative and Mark Cooper, Perseverance, as Alternate.
 - 2. Appoint Dave Thalman, Troyer Marine, as the Industry Services Representative (Pos. 10), and Dave Wright, Pacific Seafood, as alternate.

3. Approve Cari Brandberg, Chelsea Rose Seafood, as the Commercial Fish Buyer Alternate to Mark Newell (Pos. 3)
4. Approve John Holt, F/V Pacific Future as the Shrimper/Trawler Alternate to Gene Law (Pos. 7)
5. Approve David Jincks, Alternate as Distant Water Fleet Representative, and Approve Jim Seavers as Distant Water Fleet Alternate to David Jincks (Pos. 11)

A motion was made by Chuck and seconded by Lackey to approve the Consent Calendar. The motion passed 5 – 0.

VI. CORRESPONDENCE/PRESENTATIONS

A. Peter Bregman, Chairman of the Lincoln County Small Woodland Association (OSWA), said he is a small woodland owner in Waldport since 2004, and was elected as OSWA Chairman in 2013. He said the association had worked to get an export facility established at the Port, but the community objected. This has cost local timber owners both revenue and a competitive market. Bregman said shipping would benefit the Port and the community by adding diversity to commerce. He said the leadership of the Commissioners can make this work, and can take advantage of the opportunity to do so at the local level. The timber market is sustainable, and the oldest industry to use the Port. The Packet is favorable and it would not be good to miss the date. Bregman concurs with the Beckett report. He suggests the Commission's success will come from action and unity.

B. Heather Mann, MTC, thanked Chuck for his service and allowing her to be added to the agenda. She said MTC represents 26 midwater trawl vessels, and many of them use the International Terminal. She had committed to detailing the use of not just MTC, but also shrimpers and crabbers. She introduced a letter signed by 3 dozen terminal users from various sectors. Mann said they wanted the Commission to know how important commercial fishing is to the Port and the county, but also know how important the Terminal is to fishing. It is in the fishing industry's interest to have the Port thrive. Mann decided to document their needs and ask the Port to adopt the submitted platform, and terminate the consideration of proposed agreements. Per information received via public records request from the Port, the letter included information about moorage and services at the terminal over the past four years, over which the income has more than doubled. The trend is further growth. The fishing users want to keep growing and use the Terminal. They are not against shipping, but against being displaced. Lamerdin asked Mann about the industry platform and dates of concern, asking what would be left for other users. Mann said they were requesting ample space, but not the entire facility. The fishmeal plant operates year-round. The fleet wanted to detail what is used now

VII. OLD BUSINESS

A. Items Removed from Consent Calendar

No items were removed from the Consent Calendar.

B. Accounts Paid

A motion was made by Lackey and seconded by Skamser to approve the Accounts Paid. The motion passed 5 – 0.

C. Award Maintenance Contract for Mildred C

Bretz referred to the Meeting Packet for the report on the Mildred C and how it came to this point. He acknowledged Jincks made good points and this was an old boat which was already on the blocks when he started at the Port. The Port of Toledo has completed 95% of the work. Aside from the worth of the boat, it provides the Port with maintenance capability to immediately respond to broken pilings and help things from getting worse. In the long run, he recommended the Port back out of the boat. As for a lighter boat, the Port is bound by the qualifications of the staff. A smaller boat would require a higher level of skill. Bretz recommended authorizing to repair the boat for a total not to exceed \$44K. Lamerdin said in his experience you would just pour money into a 40 year-old boat. \$44K seems a lot to put the boat back together, and asked if this was the only option. Bretz said the issue was a combination of vessel and operator. The pilings are not light work. Lamerdin asked where the nearest contractor was. Bretz said ORCA divers who are paid for diving and their boat for \$5-10K each time. Lamerdin asked how often the situation pictured in 7B on the report does occur. Bretz said there is currently a broken piling on PD7, and some others are ready to give way. Two pilings were lost in the last 4 weeks.

Lamerdin asked about the potential risks if the old engine goes out after the hull is repaired. No-one authorized Toledo to proceed via a purchase order or contract. Larrabee said there was no contract but he can't detail the conversation with the party (Kent Gibson) present. Bretz said there was a need to address failing pilings. There is also the risk that a part of the pier would be taken out if Port staff does not respond. Bretz said it was easy to say that someone else could do the work, but it would depend on availability, scheduling, and fees. Skamser said the ORCA charges could run to \$16K times 10, which makes \$44K seem not too bad. She asked if there were no other tugs in the basin. Bretz said a concern was the ability to respond quickly.

Patrick-Joling referred to the minutes from 10/18/16 included in the packet and the estimate of \$100K to replace the tug. Bretz said there are a couple of old tugs around but they are unknown quantities; the Port knows the Mildred C. Patrick-Joling recalled this was not a line item in the budget. Bretz said the work was done in the previous fiscal year whose budget has funds to pay for it along with the trade of the surplus items. Skamser said that the Port of Toledo was generous in buying steel, and suggested the Port talk to Toledo to clear things up. Larrabee said he believed (Gibson) authorized the work, so Toledo would say to pay the money. Bretz said changed in sub-chapter M makes some options impossible. He spoke with the Coast Guard, who was amenable to authorizing the use of the Mildred C. He did not know if Toledo has authorization but was told they will not operate their tug outside of their port. He suggested that Port staff can maintain the Mildred C, but it can't be put in the water in its current condition. Lamerdin suggested the Port needs to investigate if there were other issues that might not be fixed after the \$44K investment. Jincks said that a marine surveyor should look at the boat. Bretz said the Port needs a plan for how to respond to work needed and how to get out of the Mildred C at some point, and he will look into a survey. Patrick-Joling referred the issue back to staff for further evaluation. Lackey said he would like to explore the option of a lighter boat, and understood safety was a concern. Bretz said he would look into options. Lackey asked for a short report on what happened and what should have happened, and to get that back on Monday. Lamerdin added the survey is key for considering further work, but suggested approving the \$33K to clear up what has already been

completed. Skamser asked if the Commission were willing to spend \$33K and the \$44K was in the budget why it would not authorize the job be completed.

A motion was made by Lamerdin and seconded by Chuck to pay \$33, 250.50 to the Port of Toledo for work that has been completed on the Mildred C. The motion passed 5 – 0.

D. Review Scope of Work by OBEC for Port Dock 5 Pier Access Design

Bretz introduced the staff report. Skamser said she had sat in on the meeting where this was discussed, and it was a complicated project that would cost in excess of \$2MM. There are lots of elements to consider and she is not comfortable moving forward. Chuck said this was a #1 priority for the Port last year. This would be to approve starting the engineering process. Bretz said he had the project file available for review. Lackey and Lamerdin agreed that the Port needed to keep moving forward on the project.

A motion was made by Chuck and seconded by Lackey to approve Alternate 2 Scope of Work as Presented by OBEC Engineering and Direct Staff to Prepare a Contract for Commission Approval in August. The motion passed 5 – 0.

VIII. NEW BUSINESS

A. Resolution Authorizing Check Signers (2017-10)

Larrabee introduced the Resolution and said that Lamerdin, Lackey and Skamser had been provided forms to complete for the bank, and signature cards would be brought to the meeting in August. There was consensus to approve the Resolution.

B. Review Membership Liaisons

Chuck and Patrick-Joling reviewed the current liaison assignments, and will provide Hewitt with updates.

IX. DEPARTMENTAL REPORTS

A. Director of Finance

Larrabee introduced his report.

B. Director of Operations

Bretz introduced the staff report. He said the Port would follow the lead of the City and would try to work with the crowds during the eclipse rather than try to enforce restrictions. He called the Commissioners' attention to the email in the packet regarding VIP passes to the NOAA celebration. Bretz said he had spoken with Rod Schiewe, an electrolysis expert. Schiewe said the Port is currently testing for AC current only, and isolation transformers, if improperly used, will allow DC current to be transmitted, which we are not currently testing for. While he was doing work at PD3 he was surprised to find so little stray current. He suggested the Port periodically spot check, and Bretz will add this to

CMMS. Bretz and Schiewe had also talked about adding a requirement to the moorage agreement but decided the current terms were sufficient. Bretz said that regarding the Newport Fire Boat, the Port will need to come up with a secured area for this and other such vessels. Bretz said the sewer repair work at Rogue had been completed. He said he had been asked by Chuck what were three things he would need from the Commission right now. Bretz said: 1. He needed to be able to reach out to the Commission about decisions that needed to be made; 2. He needed direction for the interim role, in particular public affairs guidance; and 3. He requested the Commission assist with ensuring internal and external stability. It would be best to reassure folks sooner than later. Internally, staff needed reassurance in order to continue with as much confidence as possible.

X. COMMISSIONER REPORTS

Chuck called attention to the invitation included in the Meeting Packet for the Commissioners to visit Teevin and encourage Commissioners to attend.

Skamser said she had received a call requesting that school bus training be permitted at the Terminal. Chuck said that would be a Special Use Permit request.

XI. CALENDAR/FUTURE CONSIDERATIONS

Patrick-Joling said she would be on vacation 8/9 – 8/19 and would not be available. Bretz said he would be out of the office on August 1st.

XII. PUBLIC COMMENT

Jincks the Port can't let what happened at Toledo keep happening. They have the Port's steel plates, which are construction plates that would have continued to be used.

Shaw said the Airport Committee meets monthly the 2nd Tuesday of the month, 2:00 pm at City Hall, and are in the middle of a 20 year plan. Brown is a regular member of the committee.

Beck apologized to Chuck and said he meant no disrespect. Dick Gilbride is not a small town CPA, but a CPA in a small town. He still believes the Beckett Report should not have been included.

Yeck said he was a retired attorney with experience in large transactions. He asked the Commission to keep an eye on Terminal usage. He saw four large trawlers, a small trawler, and a small shrimper at the Terminal yesterday. Port Docks 3, 5, and 7 are full. The existing industry needs to be accommodated. He suggested future planning has to include where new docks will go, and not trade one business for another. There need to be good docks for 80-125 boats. The industry brings millions of pounds of product into the Port each day.

Cooper, Hampton Lumber, noted there was no discussion on Terminal agreements, and clearly the Beckett Report and the earlier Market Study were full of inaccuracies. The Beckett Report was clearly written to support the Terminal plan. A key point in the report cites the Silvan commitment of a large supply, when they were simply hoping to find supply. He suggested the Port needs to do due diligence

on every detail; there is a reason there was a Chinese backed lender, which was a risk. Diversity of commerce is only good if it is based on a good business model.

Tower, a longshoreman, said that Coos Bay was full with loading logs, and local trucks were taking logs to Coos bay. He asked why the Port would pass up an opportunity to bring that business here. He said the comments from Hampton were frustrating and they were a resource hog. There are logs available locally.

Langner said he truly invited the Commissioners to tour Teevin facilities and view operations, and would be happy to answer all questions.

Fogarty said the Port of Newport needs to diversify. There is a high cost of trucking logs and this community needs jobs. It is the Port's responsibility to figure out how to make it work. The development of the Rondys' property is keyed off the development of the 9 acres, and may offer what the fishermen need. Fishing and shipping can expand. Teevin would be the best partner in shipping. There should be some confidence in Silvan since they were brought in by Teevin. There are valuable jobs that go outside of fishing. The RV Park is the current cash cow, but the underground storm system is failing and the well is running dry. Fogarty suggested that if the Port of Newport does not find new revenue it will be difficult for everyone.

Mann said Greenwood was on the radio recently saying that he was teeing up the agreements, and now there was a huge change. In order to instill confidence and stability, the public needs to know what the process will be. Have things from the last Terminal meeting been addressed or will they be addressed?

Miller, a small woodland owner in Siletz, said he was sending logs to Coos Bay. He did not envy the Port Commission for the decisions that have to be made. He sees the Port needs more dock space for bigger boats, and also needs to diversify its commerce. All industries have their ups and downs.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:40 pm.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

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**Port of Newport
 Balance Sheet
 As of July 31, 2017**

	Jul 31, 17	Jul 31, 16	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
11000 · Available Cash & Equivalents	1,369,762.86	1,510,246.14	-140,483.28
11070 · Restricted Cash & Equivalents	609,207.84	672,893.71	-63,685.87
Total Checking/Savings	1,978,970.70	2,183,139.85	-204,169.15
Accounts Receivable			
11200 · Accounts Receivable	667,036.80	391,278.84	275,757.96
Total Accounts Receivable	667,036.80	391,278.84	275,757.96
Other Current Assets			
11250 · AR Property Tax	10,334.60	10,334.60	0.00
11255 · Allow for Bad Debt - CM	-20,000.00	-10,000.00	-10,000.00
11260 · Allow for Bad Debt - SB	-10,000.00	-4,000.00	-6,000.00
11270 · Undeposited Funds	0.00	8,248.50	-8,248.50
11300 · Prepaid Expenses	126,253.29	67,733.78	58,519.51
11400 · Due from Other Funds	10,613.45	6,731.74	3,881.71
11480 · PERS - NPA(L)	-163,496.00	-163,496.00	0.00
11485 · PERS - Deferred OF	17,803.00	17,803.00	0.00
Total Other Current Assets	-28,491.66	-66,644.38	38,152.72
Total Current Assets	2,617,515.84	2,507,774.31	109,741.53
Fixed Assets			
11500 · Capital Assets	83,050,886.02	82,607,341.77	443,544.25
Total Fixed Assets	83,050,886.02	82,607,341.77	443,544.25
TOTAL ASSETS	<u>85,668,401.86</u>	<u>85,115,116.08</u>	<u>553,285.78</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
12000 · Accounts Payable	154,610.53	132,132.13	22,478.40
Total Accounts Payable	154,610.53	132,132.13	22,478.40
Other Current Liabilities			
12020 · Lodging/Room Tax Payable	10,787.15	0.00	10,787.15
12100 · Payroll Liabilities	50,426.90	26,384.61	24,042.29
12200 · Due to other Funds	4,520.43	-5,187.86	9,708.29
12250 · Deferred Revenue	180,018.96	153,917.87	26,101.09
12300 · Accrued Interest Payable	6,209.00	6,209.00	0.00
12350 · Current Portion-Long Term Debt	406,827.00	406,827.00	0.00
Total Other Current Liabilities	658,789.44	588,150.62	70,638.82
Total Current Liabilities	813,399.97	720,282.75	93,117.22
Long Term Liabilities			
2013 FF&C Bond Premium	105,116.75	105,116.75	0.00
12400 · Long Term Debt	7,937,249.74	7,726,954.74	210,295.00
12900 · PERS - Deferred IF	151,722.00	151,722.00	0.00
Total Long Term Liabilities	8,194,088.49	7,983,793.49	210,295.00
Total Liabilities	9,007,488.46	8,704,076.24	303,412.22

**Port of Newport
Balance Sheet
As of July 31, 2017**

	<u>Jul 31, 17</u>	<u>Jul 31, 16</u>	<u>\$ Change</u>
Equity			
13000 · Fund Balance	69,315,663.50	69,114,539.32	201,124.18
13050 · FB - Contributed Capital	7,130,788.00	7,130,788.00	0.00
13075 · FB - GAAP-Prior Period Adj	35,919.81	0.00	35,919.81
13110 · FB - Capital Asset Additions	224,666.25	0.00	224,666.25
13210 · FB - Loan Proceeds	-210,295.00	0.00	-210,295.00
13730 · FB - GAAP-Pension Expense	-1.00	-1.00	0.00
Net Income	164,171.84	165,713.52	-1,541.68
Total Equity	<u>76,660,913.40</u>	<u>76,411,039.84</u>	<u>249,873.56</u>
TOTAL LIABILITIES & EQUITY	<u>85,668,401.86</u>	<u>85,115,116.08</u>	<u>553,285.78</u>

Port of Newport
Profit & Loss Budget vs. Actual
July 2017

	Jul 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	50,020.23	665,178.00	-615,157.77	7.5%
14100 · Moorage	115,860.69	1,274,000.00	-1,158,139.31	9.1%
14200 · Hoist Dock & Services	2,067.80	615,000.00	-612,932.20	0.3%
14300 · Shipping Terminal Revenues	0.00	10,000.00	-10,000.00	0.0%
14400 · RV Parks	143,917.83	830,000.00	-686,082.17	17.3%
14500 · Launch Ramp & Trailer Storage	2,393.00	70,000.00	-67,607.00	3.4%
14600 · Miscellaneous Revenue	10,898.55	58,000.00	-47,101.45	18.8%
Total Income	325,158.10	3,522,178.00	-3,197,019.90	9.2%
Gross Profit	325,158.10	3,522,178.00	-3,197,019.90	9.2%
Expense				
15000 · Personnel Services	71,046.25	1,349,370.00	-1,278,323.75	5.3%
16000 · Materials & Services	71,731.53	1,626,550.00	-1,554,818.47	4.4%
17000 · Debt Service	11,340.07	732,680.00	-721,339.93	1.5%
Total Expense	154,117.85	3,708,600.00	-3,554,482.15	4.2%
Net Ordinary Income	171,040.25	-186,422.00	357,462.25	-91.7%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	475.85	98,500.00	-98,024.15	0.5%
18200 · Interest Income	1.65	5,000.00	-4,998.35	0.0%
18300 · Grants	0.00	122,500.00	-122,500.00	0.0%
18400 · Loan Proceeds	0.00	96,000.00	-96,000.00	0.0%
18600 · Gain/(Loss) on Sale of Assets	-7,345.91	0.00	-7,345.91	100.0%
18700 · Property & Dredge Sales	0.00	2,000.00	-2,000.00	0.0%
Total Other Income	-6,868.41	324,000.00	-330,868.41	-2.1%
Other Expense				
19000 · Capital Outlay	0.00	197,900.00	-197,900.00	0.0%
19600 · Contingency	0.00	100,000.00	-100,000.00	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	-160,000.00	0.0%
Total Other Expense	0.00	457,900.00	-457,900.00	0.0%
Net Other Income	-6,868.41	-133,900.00	127,031.59	5.1%
Net Income	164,171.84	-320,322.00	484,493.84	-51.3%

Port of Newport
Profit & Loss Budget vs. Actual - Admin
July 2017

	Jul 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14000 · Lease Revenues	50,020.23	665,178.00	-615,157.77	7.5%
14100 · Moorage	168.00	0.00	168.00	100.0%
14200 · Hoist Dock & Services	458.00	0.00	458.00	100.0%
14600 · Miscellaneous Revenue	100.00	0.00	100.00	100.0%
Total Income	<u>50,746.23</u>	<u>665,178.00</u>	<u>-614,431.77</u>	<u>7.6%</u>
Gross Profit	50,746.23	665,178.00	-614,431.77	7.6%
Expense				
15000 · Personnel Services	18,503.83	539,210.00	-520,706.17	3.4%
16000 · Materials & Services	34,104.80	452,000.00	-417,895.20	7.5%
17000 · Debt Service	2,495.87	47,802.00	-45,306.13	5.2%
Total Expense	<u>55,104.50</u>	<u>1,039,012.00</u>	<u>-983,907.50</u>	<u>5.3%</u>
Net Ordinary Income	-4,358.27	-373,834.00	369,475.73	1.2%
Other Income/Expense				
Other Income				
18100 · Property Tax Revenue	475.85	98,500.00	-98,024.15	0.5%
18200 · Interest Income	1.65	5,000.00	-4,998.35	0.0%
18300 · Grants	0.00	122,500.00	-122,500.00	0.0%
18600 · Gain/(Loss) on Sale of Assets	-9,345.91	0.00	-9,345.91	100.0%
Total Other Income	<u>-8,868.41</u>	<u>226,000.00</u>	<u>-234,868.41</u>	<u>-3.9%</u>
Other Expense				
19000 · Capital Outlay	0.00	75,000.00	-75,000.00	0.0%
19600 · Contingency	0.00	100,000.00	-100,000.00	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	-160,000.00	0.0%
Total Other Expense	<u>0.00</u>	<u>335,000.00</u>	<u>-335,000.00</u>	<u>0.0%</u>
Net Other Income	-8,868.41	-109,000.00	100,131.59	8.1%
Net Income	<u><u>-13,226.68</u></u>	<u><u>-482,834.00</u></u>	<u><u>469,607.32</u></u>	<u><u>2.7%</u></u>

Port of Newport
Profit & Loss Budget vs. Actual - NIT
July 2017

	Jul 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14100 · Moorage	0.00	100,000.00	-100,000.00	0.0%
14200 · Hoist Dock & Services	0.00	278,000.00	-278,000.00	0.0%
14300 · Shipping Terminal Revenues	0.00	10,000.00	-10,000.00	0.0%
Total Income	0.00	388,000.00	-388,000.00	0.0%
Gross Profit	0.00	388,000.00	-388,000.00	0.0%
Expense				
15000 · Personnel Services	5,084.32	77,575.00	-72,490.68	6.6%
16000 · Materials & Services	1,500.25	137,400.00	-135,899.75	1.1%
17000 · Debt Service	7,800.00	452,652.00	-444,852.00	1.7%
Total Expense	14,384.57	667,627.00	-653,242.43	2.2%
Net Ordinary Income	-14,384.57	-279,627.00	265,242.43	5.1%
Other Income/Expense				
Other Income				
18400 · Loan Proceeds	0.00	60,000.00	-60,000.00	0.0%
Total Other Income	0.00	60,000.00	-60,000.00	0.0%
Other Expense				
19000 · Capital Outlay	0.00	66,900.00	-66,900.00	0.0%
Total Other Expense	0.00	66,900.00	-66,900.00	0.0%
Net Other Income	0.00	-6,900.00	6,900.00	0.0%
Net Income	-14,384.57	-286,527.00	272,142.43	5.0%

Port of Newport
Profit & Loss Budget vs. Actual - SB
July 2017

	Jul 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14100 · Moorage	90,278.91	714,000.00	-623,721.09	12.6%
14200 · Hoist Dock & Services	62.00	17,000.00	-16,938.00	0.4%
14400 · RV Parks	143,917.83	830,000.00	-686,082.17	17.3%
14500 · Launch Ramp & Trailer Storage	2,393.00	70,000.00	-67,607.00	3.4%
14600 · Miscellaneous Revenue	7,530.43	54,000.00	-46,469.57	13.9%
Total Income	244,182.17	1,685,000.00	-1,440,817.83	14.5%
Gross Profit	244,182.17	1,685,000.00	-1,440,817.83	14.5%
Expense				
15000 · Personnel Services	30,317.39	363,262.00	-332,944.61	8.3%
16000 · Materials & Services	29,566.48	673,550.00	-643,983.52	4.4%
17000 · Debt Service	464.55	216,321.00	-215,856.45	0.2%
Total Expense	60,348.42	1,253,133.00	-1,192,784.58	4.8%
Net Ordinary Income	183,833.75	431,867.00	-248,033.25	42.6%
Other Income/Expense				
Other Income				
18700 · Property & Dredge Sales	0.00	2,000.00	-2,000.00	0.0%
Total Other Income	0.00	2,000.00	-2,000.00	0.0%
Other Expense				
19000 · Capital Outlay	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	2,000.00	-2,000.00	0.0%
Net Income	183,833.75	433,867.00	-250,033.25	42.4%

Port of Newport
Profit & Loss Budget vs. Actual - CM
July 2017

	Jul 17	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
14100 · Moorage	25,413.78	460,000.00	-434,586.22	5.5%
14200 · Hoist Dock & Services	1,547.80	320,000.00	-318,452.20	0.5%
14500 · Launch Ramp & Trailer Storage	0.00	0.00	0.00	0.0%
14600 · Miscellaneous Revenue	2,539.12	4,000.00	-1,460.88	63.5%
Total Income	29,500.70	784,000.00	-754,499.30	3.8%
Gross Profit	29,500.70	784,000.00	-754,499.30	3.8%
Expense				
15000 · Personnel Services	17,140.71	255,535.00	-238,394.29	6.7%
16000 · Materials & Services	6,560.00	357,700.00	-351,140.00	1.8%
17000 · Debt Service	579.65	15,905.00	-15,325.35	3.6%
Total Expense	24,280.36	629,140.00	-604,859.64	3.9%
Net Ordinary Income	5,220.34	154,860.00	-149,639.66	3.4%
Other Income/Expense				
Other Income				
18400 · Loan Proceeds	0.00	36,000.00	-36,000.00	0.0%
18600 · Gain/(Loss) on Sale of Assets	2,000.00	0.00	2,000.00	100.0%
18700 · Property & Dredge Sales	0.00	0.00	0.00	0.0%
18800 · Miscellaneous - Non-operating	0.00	0.00	0.00	0.0%
Total Other Income	2,000.00	36,000.00	-34,000.00	5.6%
Other Expense				
19000 · Capital Outlay	0.00	36,000.00	-36,000.00	0.0%
Total Other Expense	0.00	36,000.00	-36,000.00	0.0%
Net Other Income	2,000.00	0.00	2,000.00	100.0%
Net Income	7,220.34	154,860.00	-147,639.66	4.7%

Port of Newport - NOAA Fund
Balance Sheet
As of July 31, 2017

	Jul 31, 17	Jul 31, 16	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
51000 · Cash & Equivalents	4,498,649.32	4,493,147.93	5,501.39
Total Checking/Savings	4,498,649.32	4,493,147.93	5,501.39
Other Current Assets			
51300 · Prepaid Expenses	58,604.30	46,572.79	12,031.51
51400 · Due from Other Funds	0.00	58.43	-58.43
Total Other Current Assets	58,604.30	46,631.22	11,973.08
Total Current Assets	4,557,253.62	4,539,779.15	17,474.47
TOTAL ASSETS	4,557,253.62	4,539,779.15	17,474.47
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
52000 · Accounts Payable	-1,433,441.96	13,176.20	-1,446,618.16
Total Accounts Payable	-1,433,441.96	13,176.20	-1,446,618.16
Other Current Liabilities			
52110 · Accrued PTO	9,905.27	3,767.26	6,138.01
52200 · Due to Other Funds	10,133.03	6,731.74	3,401.29
52300 · Accrued Interest Payable	476,972.00	476,972.00	0.00
52350 · Current Portion Long-Term Debt	810,000.00	810,000.00	0.00
Total Other Current Liabilities	1,307,010.30	1,297,471.00	9,539.30
Total Current Liabilities	-126,431.66	1,310,647.20	-1,437,078.86
Long Term Liabilities			
52400 · Long-Term Debt	20,725,587.00	20,725,587.00	0.00
52800 · Less Current Portion LT Debt	-810,000.00	-810,000.00	0.00
Total Long Term Liabilities	19,915,587.00	19,915,587.00	0.00
Total Liabilities	19,789,155.34	21,226,234.20	-1,437,078.86
Equity			
53000 · Fund Balance	-15,407,513.85	-15,423,025.50	15,511.65
Net Income	175,612.13	-1,263,429.55	1,439,041.68
Total Equity	-15,231,901.72	-16,686,455.05	1,454,553.33
TOTAL LIABILITIES & EQUITY	4,557,253.62	4,539,779.15	17,474.47

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

	<u>Jul 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
54000 · Lease Revenue	211,761.22			
Total Income	211,761.22			
Expense				
55000 · Personnel Services	5,269.02			
56000 · Materials & Services	30,880.07			
Total Expense	36,149.09			
Net Ordinary Income	175,612.13			
Net Income	<u>175,612.13</u>			

Facility Maintenance Reserve Fund
Balance Sheet
As of July 31, 2017

	Jul 31, 17	Jul 31, 16	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
31000 · Cash & Cash Equivalents			
31060 · FMR Money Market - Umpqua Bank	72,308.53	73,787.05	-1,478.52
Total 31000 · Cash & Cash Equivalents	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>
Total Checking/Savings	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>
Total Current Assets	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>
TOTAL ASSETS	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>
LIABILITIES & EQUITY			
Equity			
33000 · Fund Balance	47,308.53	48,777.66	-1,469.13
33020 · FB - Assigned for Future Expend	25,000.00	25,000.00	0.00
Net Income	0.00	9.39	-9.39
Total Equity	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>
TOTAL LIABILITIES & EQUITY	<u>72,308.53</u>	<u>73,787.05</u>	<u>-1,478.52</u>

Construction Fund - Port of Newport
Balance Sheet
 As of July 31, 2017

	<u>Jul 31, 17</u>	<u>Jul 31, 16</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
41000 · Cash & Cash Equivalents	53,310.47	76,210.85	-22,900.38
Total Checking/Savings	<u>53,310.47</u>	<u>76,210.85</u>	<u>-22,900.38</u>
Total Current Assets	<u>53,310.47</u>	<u>76,210.85</u>	<u>-22,900.38</u>
TOTAL ASSETS	<u>53,310.47</u>	<u>76,210.85</u>	<u>-22,900.38</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
42000 · Accounts Payable	0.00	6,165.50	-6,165.50
Total Accounts Payable	<u>0.00</u>	<u>6,165.50</u>	<u>-6,165.50</u>
Other Current Liabilities			
42200 · Due To Other funds	480.42	0.00	480.42
Total Other Current Liabilities	<u>480.42</u>	<u>0.00</u>	<u>480.42</u>
Total Current Liabilities	<u>480.42</u>	<u>6,165.50</u>	<u>-5,685.08</u>
Total Liabilities	480.42	6,165.50	-5,685.08
Equity			
43000 · Fund Balance	52,830.05	79,229.46	-26,399.41
Net Income	0.00	-9,184.11	9,184.11
Total Equity	<u>52,830.05</u>	<u>70,045.35</u>	<u>-17,215.30</u>
TOTAL LIABILITIES & EQUITY	<u>53,310.47</u>	<u>76,210.85</u>	<u>-22,900.38</u>

**Bonded Debt Fund - Port of Newport
 Balance Sheet
 As of July 31, 2017**

	Jul 31, 17	Jul 31, 16	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
21000 · Cash & Cash Equivalents	523,580.37	310,382.54	213,197.83
Total Checking/Savings	523,580.37	310,382.54	213,197.83
Other Current Assets			
21270 · Property Tax Receivable	86,925.12	86,925.12	0.00
21400 · Due from Other Funds	4,520.43	-5,246.29	9,766.72
Total Other Current Assets	91,445.55	81,678.83	9,766.72
Total Current Assets	615,025.92	392,061.37	222,964.55
Other Assets			
21800 · Bond Issue costs, net of amort.	4,662.00	4,662.00	0.00
21825 · Advance Refunding Valuation	436,957.00	436,957.00	0.00
Total Other Assets	441,619.00	441,619.00	0.00
TOTAL ASSETS	<u>1,056,644.92</u>	<u>833,680.37</u>	<u>222,964.55</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
22350 · Bonds Payable - Current	465,000.00	465,000.00	0.00
Total Other Current Liabilities	465,000.00	465,000.00	0.00
Total Current Liabilities	465,000.00	465,000.00	0.00
Long Term Liabilities			
22505 · 2007 Series Bonds	124,830.00	124,830.00	0.00
22510 · 2008 Series Bonds	244,995.00	244,995.00	0.00
22515 · 2011 Series Bonds	5,158,243.00	5,158,243.00	0.00
22520 · 2016 Series Bonds	7,610,000.00	7,610,000.00	0.00
22590 · Bond Premiums	880,746.00	880,746.00	0.00
22800 · Less Current Portion LTD	-465,000.00	-465,000.00	0.00
Total Long Term Liabilities	13,553,814.00	13,553,814.00	0.00
Total Liabilities	14,018,814.00	14,018,814.00	0.00
Equity			
23000 · Fund Balance	-13,189,865.77	-13,189,865.77	0.00
23999 · Retained Earnings	223,176.26	0.00	223,176.26
Net Income	4,520.43	4,732.14	-211.71
Total Equity	-12,962,169.08	-13,185,133.63	222,964.55
TOTAL LIABILITIES & EQUITY	<u>1,056,644.92</u>	<u>833,680.37</u>	<u>222,964.55</u>



2018 ADVERTISING PROPOSAL

Company Name: Port of Newport RV Park Address:
 AD Agency Name: Address:
 Approved by: Title:

PRODUCTS	PLACEMENT	DESCRIPTION	VALUE	SAVINGS	AMOUNT DUE
GOOD SAM ADVANTAGE BUNDLE with 1/8- PAGE AD					
PACKAGE INCLUDES:					
In the Directory:					
		1/8-page ad in Oregon's Central Coast Spotlight			\$7,530.50
Good Sam Membership	Directory, Atlas	Red Logo in Enhanced Listing, Red Pin on Atlas, Search Priority			
Enhanced Listing	Directory				
Color	Directory	Three Colors included in digital bundle			
Good Sam Page	Directory	Listed by name on Good Sam Map at front of State Listing Pages			
10% Discount- Print Ad	Directory	Additional 10 percent off the price of your print ad			
On Our Website:					
		NEW - Pick One - Add Explore Featured Ad, Pampered Pet Listing, Good Sam Blog, RV Navigator Banner, Campground Offer or Seasonal listing			
		Book Now button - links directly to your reservation page			
		Explore Web Links - links to Activities & Things to See & Do & park map on your website			
		9 Digital Photos - 1 on Search Results page, 8 on Details Page			
		Digital Web Ad - on Listing Details page, links to your print ad			
		Email Link - on Listing Details page, links to your email			
		Logo Link - on Search Results & Details pages, links to your website			
		Social Media Links - on Details page links to your Facebook/Twitter			
		Web Link - on Search Results & Details pages, links to your website			
		Static Banner - on Search Results page that links to your website			
		Front of the Line - Your listing will be rotate at the top of all listings on your city/state of choice Search Results page & links to your Details page			
		Virtual Tour - 15 photos with captions & music - links from both Search Results and Listing Details pages			
		Mobile App - Digital Photo & Web Link, Virtual Tour, Front of the Line, Mobile App banner and Book Now on GoodS			
		Highlighted Advertorial text - 260 characters of text on Web pages ONLY			
		Targeted Market Links - Link to Lots for Sale/for Park Models for Sale on website			
Explore Tab	Website	Tab at top of every web page with links to state Spotlight pages and to your details page - free with Spotlight ad and Digital Bundle (separately \$595)			
OTHER					
DISCOUNT		Reduced rate for stepping up to a larger bundle			-\$600.00
Website Click Ad		Put the Power of Good Sam & Camping World & Facebook to work for you - Targeted Post sends viewers to your website			\$995.00
Follow Me Ad		Follows your potential customers throughout our website.			\$395.00
Please Note: Spotlight Advertising Deadline is Aug 15, 2017					
			Total		8,320.50
			4% Discount If paid by Sept 1, 2017		(332.82)
DIRECT ALL INQUIRIES TO: Bob and Becky Bazemore Cell Phone: 970-406-8150 Email Address: YourAccountReps@live.com			Pay this amount If paid before Sept 1, 2017		\$7,987.68
			Pay this amount If paid after Sept 1, 2017		8,320.50

Good Sam RV Travel and Savings Guide Digital Advertising Summary Report

5/1/2016 - 4/30/2017

Port Of Newport Marina & RV Park

File # 880000611

Listing State: **OR** Listing City: **Newport**

5/1/2016 - 12/31/2016 GS CLASSIC BUNDLE
1/1/2017 - 4/30/2017 GS VALUE BUNDLE, EXPLORE TAB

WEBSITE REFERRALS		Total Referrals Sent to Your Website	from our website(s)	from our mobile app	breakout by website	
					gscamp.com	gsclub.com
This Month	April	176	150	26	8	142
Rolling 12	5/1/2016 - 4/30/2017	2,363	1,914	449	162	1,752

*Referrals include phone calls

LISTING DETAILS PAGEVIEWS		Total Pageviews	in our website(s)	in our mobile app	breakout by website	
					gscamp.com	gsclub.com
This Month	April	210	183	27	4	179
Rolling 12	5/1/2016 - 4/30/2017	2,791	2,046	745	101	1,945

v.adv

CONSENT CALENDAR AGENDA ITEM

DATE: *August 22, 2017*
RE: *Vacation of an Undeveloped portion of SE Ferry Slip Road*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Karen Hewitt, Administrative Assistant*

BACKGROUND

Included in the Meeting Packet is an email with attachments from Derrick Tokos, City of Newport Community Development Director, which requests Port Commission approval for Vacation of an Undeveloped portion of SE Ferry Slip Road.

RECOMMENDATION

I would recommend that a Commissioner make a MOTION TO APPROVE THE PROPOSED VACATION OF AN UNDEVELOPED PORTION OF SE FERRY SLIP ROAD, AS PRESENTED BY DERRICK TOKOS, CITY OF NEWPORT COMMUNITY DEVELOPMENT DIRECTOR.

-###-

From: [Aaron Bretz](#)
To: [Derrick Tokos](#)
Cc: [Karen Hewitt](#)
Subject: RE: Vacation of a Undeveloped portion of SE Ferry Slip Road
Date: Tuesday, August 15, 2017 2:36:45 PM

Derrick, we can get it on the agenda; our meeting is on the same day and we're working on the agenda right now. I've not yet had a chance to review the proposal, but as soon as I do I'll let you know if it looks like it might run into any problems with the commission.

Aaron

From: Derrick Tokos [mailto:D.Tokos@NewportOregon.gov]
Sent: Tuesday, August 15, 2017 12:41 PM
To: Aaron Bretz <abretz@portofnewport.com>
Subject: RE: Vacation of a Undeveloped portion of SE Ferry Slip Road
Importance: High

Hi Aaron... we will actually need Port Commission approval per ORS 271.190. Our City Council will hold a public hearing on August 22nd, but will hold off on adopting an ordinance until this has been approved by your Commission. Is it possible to schedule this for your August 22, 2017 regular meeting?

Derrick

From: Derrick Tokos
Sent: Tuesday, August 15, 2017 12:35 PM
To: 'abretz@portofnewport.com' <abretz@portofnewport.com>
Subject: Vacation of a Undeveloped portion of SE Ferry Slip Road
Importance: High

Hi Aaron,

The City Council is working with the Oregon Coast Aquarium to clean up the right-of-way for SE Ferry Slip Road south of their main facility. A small amount of undeveloped right-of-way will be vacated and road right-of-way will be dedicated where the as-travelled road is currently outside of the right-of-way. Attached are maps illustrating what I am talking about.

On the first map, Tracts 1 and 2 are the right-of-way dedications. The red portion of Tract 3 is the right-of-way to be vacated. The other map is an aerial image of the road, with the current right-of-way (in yellow) overlaid on it.

Getting the right-of-way cleaned up will help the City and Aquarium know where potential road use stops and their lease rights start. The small street vacation of what is currently Aquarium parking will give the Aquarium more room as they look to tear down and rebuild the adjoining building.

State law requires that we reach out to the Port of Newport to confirm that you don't have issues with the proposal. **Could you let me know ASAP if you see any issues?** This is scheduled for City Council consideration on 8/22 and I need to get the packet materials submitted in a couple of days, so sorry for the short notice.

An email response will suffice.

Derrick I. Tokos, AICP

Community Development Director

City of Newport

169 SW Coast Highway

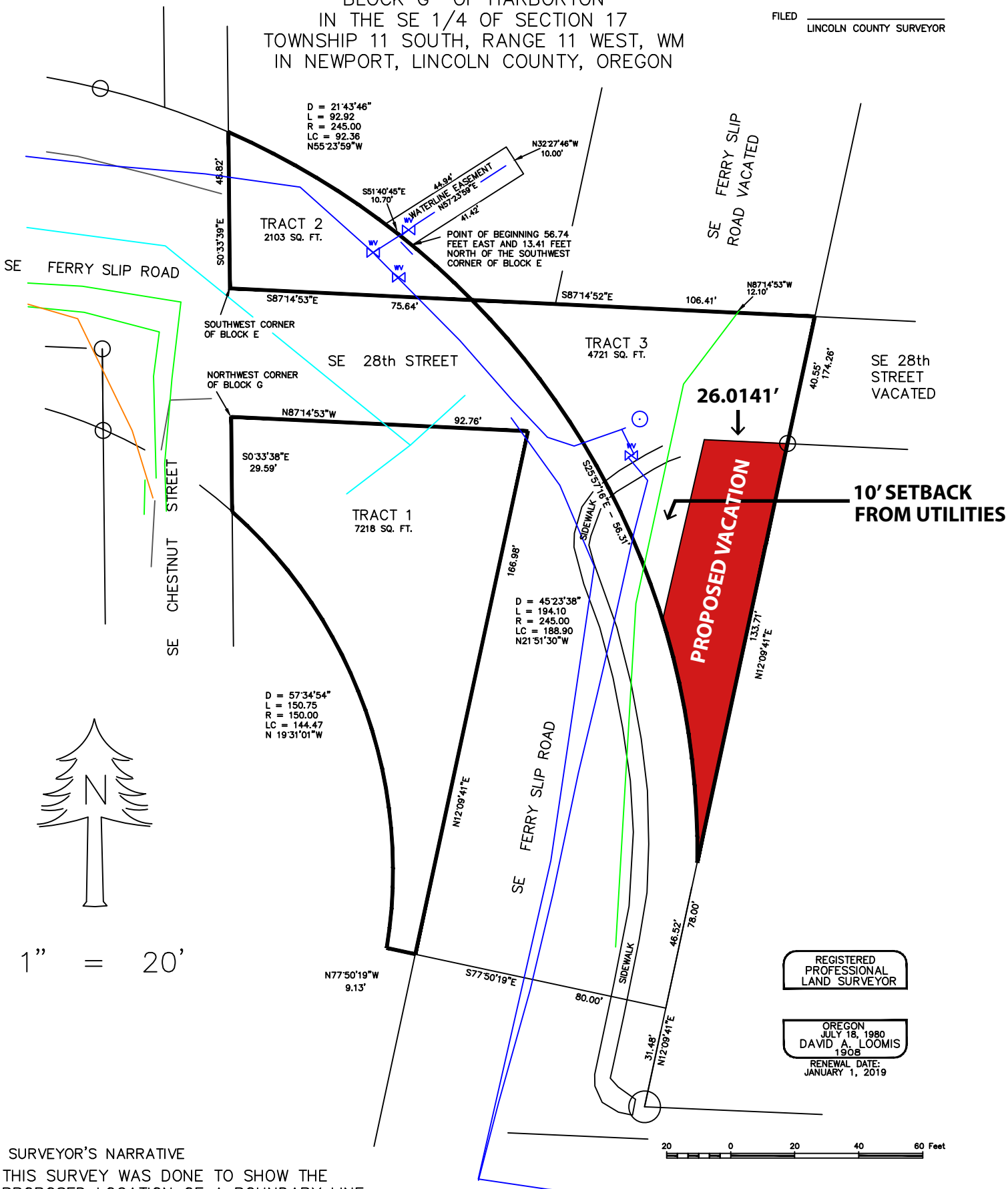
Newport, OR 97365

ph: 541.574.0626 fax: 541.574.0644

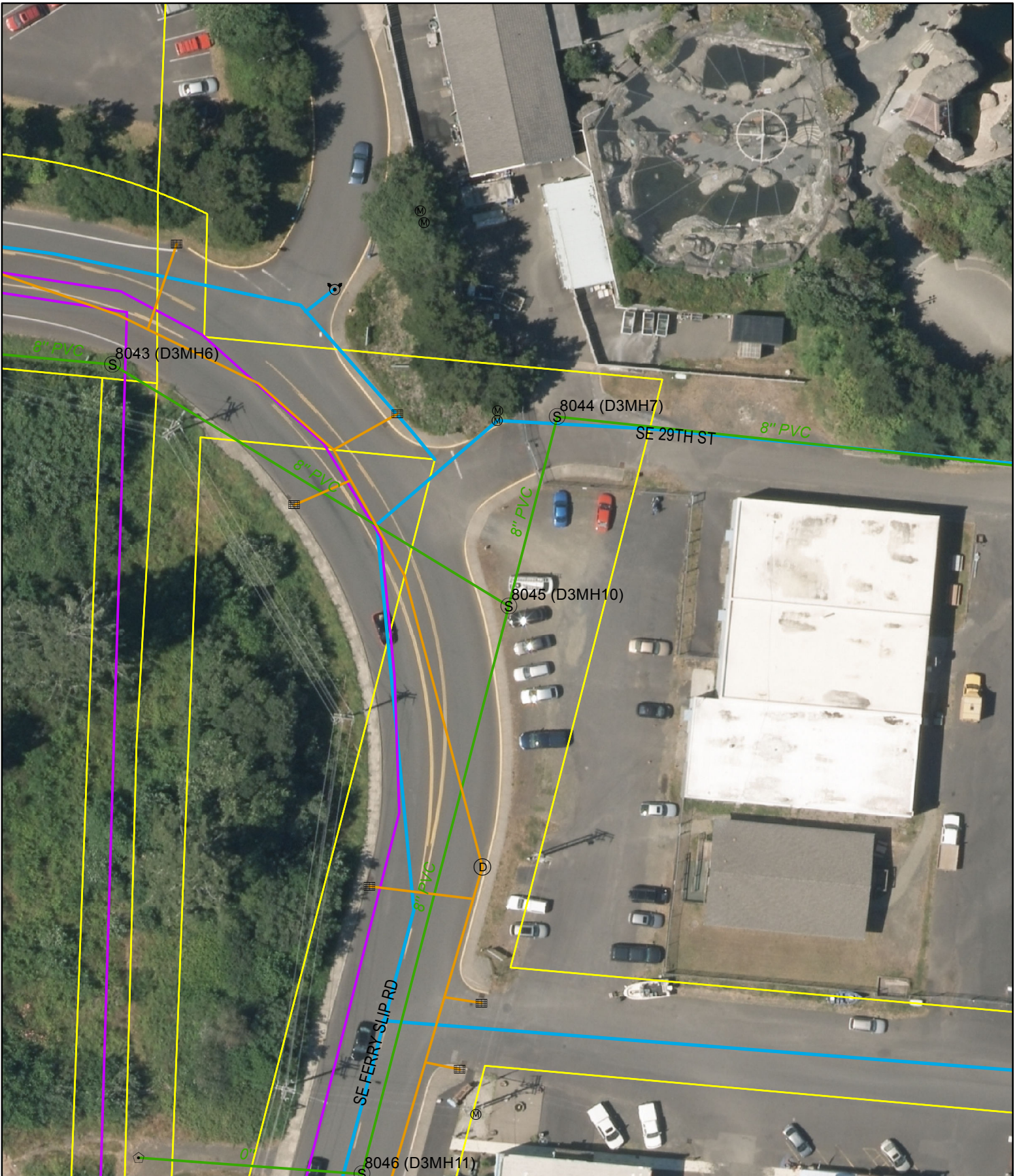
d.tokos@newportoregon.gov

BOUNDARY LINE ADJUSTMENT SURVEY
 FOR OREGON COAST AQUARIUM
 BLOCK G OF HARBORTON
 IN THE SE 1/4 OF SECTION 17
 TOWNSHIP 11 SOUTH, RANGE 11 WEST, WM
 IN NEWPORT, LINCOLN COUNTY, OREGON

C.S. # _____
 FILED _____
 LINCOLN COUNTY SURVEYOR



SURVEYOR'S NARRATIVE
 THIS SURVEY WAS DONE TO SHOW THE
 PROPOSED LOCATION OF A BOUNDARY LINE
 ADJUSTMENT

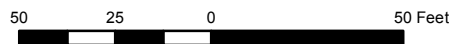


**City of Newport
Engineering Department**

169 SW Coast Highway
Newport, OR 97365

Phone: 1.541.574.3366
Fax: 1.541.265.3301

**SE FERRY SLIP ROAD
CITY OF NEWPORT, OR**



This map is for informational use only and has not been prepared for, nor is it suitable for legal, engineering, or surveying purposes. It includes data from multiple sources. The City of Newport assumes no responsibility for its compilation or use and users of this information are cautioned to verify all information with the City of Newport Engineering Department.

**PORT OF NEWPORT
RESOLUTION NO. 2017-12**

**A RESOLUTION AMENDING THE PORT OF NEWPORT FACILITIES CODE TO ADD A
VIOLATION FOR UNAUTHORIZED TRASH REMOVAL**

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

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

WHEREAS, the Commission last amended the PONFC via Resolution No. 2016-11 on September 27, 2016; and

WHEREAS, the PONFC addresses Waste/Litter/Sewage Disposal in Section 2.21; and

WHEREAS, however, the PONFC fails to address removal of waste/litter/sewage from disposal containers; and

WHEREAS, now the Port Commission would like to update the PONFC to include a provision that disposed material may not be removed from containers at the Port except by Port employees or contracted collection services;
NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section I. Edit PONFC Section 2.21 with the following:

2.21 Waste/Litter/Sewage Disposal. No person may throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, litter, or sewage on any Port properties or harbor area, except in designated receptacle areas designated by the Port for the disposal of such materials or substances.

- (a) Refuse or waste containers provided by the Port may only be used for wastes, litter or sewage generated on Port properties or from a vessel's voyage.
- (b) Vessel owners and operators are personally liable for any and all costs associated with cleanup outside of designated receptacle areas of wastes, litter or sewage generated on Port properties by their vessel, crew or guests.
- (c) No person shall remove any industrial waste, litter or sewage placed out for collection, resource recovery, or recycling except port staff or the contracted waste collection service. Violators may be trespassed.

Section 4. This resolution becomes effective upon adoption.

Section 5. Staff is directed to codify this amendment into the Port of Newport Facilities Code (PONFC) according to past administrative practices.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of August, 2017.

ATTESTED:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

-###-



CONSENT CALENDAR ITEM

DATE: August 16, 2017
RE: 2017 NOAA Public Area Painting
TO: Director of Operations
ISSUED BY: Jim Durkee– NOAA Facilities Manager

BACKGROUND

1. NOAA Facility Manager developed and distributed RFQ for painting of the public areas.
2. RFQ's were distributed to five contractors in Newport, Lincoln City, Portland, and Albany as well as being available on the website and at Sherwin Williams and Agate Beach Supply.
3. Three bids were received on or before 2:00 pm 8/16/2017. See the attached bid sheet for bid tabulations.

PURPOSE, SCOPE AND DETAIL

The painting of the public areas in the NOAA facility is mandated every three years per the SFO. This is year six of the lease.

The contract is for repainting of approximately 30,000 square feet of walls to match existing color and finish per specifications. Contractor is to patch, repair, texture and prime damaged drywall, if any, within the scope of work as necessary. Removal and replacement of detachable items such as electrical plates, dry erase boards, wall hangings, movable furnishings and other items as necessary for a professional paint job.

In order to complete the process, the facility manager is requesting that a contract be awarded to All-Ways Painting in the amount of \$24,272.00. This is the same contractor that won the bid and performed the previous Three Year Public Area Painting as well as the Four Year Painting of Demised Areas.

BUDGET IMPLICATIONS

Money was allocated in the 2017/2018 budget for this project and the final price is well within expectations.

RECOMMENDATION

I would recommend that a Commissioner make a MOTION TO AUTHORIZE THE INTERIM GENERAL MANAGER TO SIGN THE CONTRACT WITH ALL-WAYS PAINTING FOR PAINTING THE NOAA MOC-P COMMON AREA IN THE AMOUNT OF \$24,272.00.

Interested	RFQ Sent	Attend MSM	Bid Y/N	Company	Contact	Address	Notes
Yes		No	No	Townsend		Newport	Expressed interest but never re-contacted
No	7/14/2017	No	No	Most Wanted Painting	Saul Carrasto	Lincoln County	
Yes	from Website	Yes	Yes	Clarity Construction Inc.	Greg Easley	Portland	
No	7/17/2017	No	No	Shamrock Painting	Nancy Fitzpatrick	Lincoln City	Declined to bid
Yes	7/14/2017	Yes	Yes	All-Ways Painting	James Phifer	Lincoln City	Previous awardee
Yes	8/15/2017	Yes	Yes	Fitzpatrick Painting	Chris Vinson	Albany	
Yes	7/24/2017	No	No	Sue McClain's Painting	Sue McClain	Newport	Expressed interest but never re-contacted

**Port of Newport
600 SE Bay Boulevard
Newport, OR 97365
(541) 265-7758**

THIS AGREEMENT is by and between **Port of Newport** ("Owner") and **All-Ways Painting** ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in the attached Scope of Work (SOW).

ARTICLE 2 - THE PROJECT

2.01 NOAA MOC-P Common Area Painting –

Repainting at all common area gypsum board walls and ceilings to match existing latex finish per attached specification. Patch, repair, texture and prime damaged drywall, if any, within the scope of work as necessary. Removal and replacement of detachable items such as electrical plates, dry erase boards, wall hangings, movable furnishings and other items as necessary for a professional paint job.

ARTICLE 3 – ENGINEER

3.01 None. The project assumes maintenance painting to the original 2010 construction specifications. The Project will be supervised by Jim Durkee, Port of Newport NOAA MOC-P Facility manager, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned in connection with the completion of the Work in accordance with the SOW.

ARTICLE 4 - CONTRACT TIMES

4.01 Work Schedule

A. Contractor to provide detailed work schedule indicating daily activities and location of work

4.02 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the SOW are of the essence of the Contract.

4.03 Days to Achieve Substantial Completion for Final Payment

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence, and completed and ready for final payment in accordance with the SOW.

ARTICLE 5 - CONTRACT PRICE

5.01 Total contract price is Twenty Four Thousand Two Hundred Seventy Two Dollars (\$24,272.00). Owner shall pay according to payment procedures as set forth in Section 6 below.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Schedule of Value

A. Contractor to provide a schedule of values showing current billing, change orders affecting work and balance to date and balance due.

6.02 Project Payment

A. Owner will pay contractor a deposit payment of 15% equal to \$3,600.

B. Contractor to submit invoice for completed work per the SOW no more frequent than two week periods following a satisfactory inspection and acceptance of all work by Owner's representative.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the SOW and the other related data identified in the SOW.

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Contractor has reviewed all surface conditions at or contiguous to the work area.

E. Contractor has reviewed, and assumes responsibility for doing so, the conditions at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the SOW, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the SOW.

G. Contractor is aware of the general nature of work to be performed by others at the site that relates to the SOW.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the SOW, and all additional examinations, investigations, explorations, tests, studies, and data with the SOW.

I. The SOW is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. All work performed by Contractor or subsequent subcontractors shall be consistent and in accordance with the Port of Newport's construction standards. Any deviations from this standard must be authorized by the Port of Newport in writing.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. This agreement consists of the following:

1. This Agreement.
2. Terms and Conditions.
3. Scope of Work (SOW).
4. Drawings consistent with the SOW.
5. Contractor's Bid Form
6. Paint color schedule
7. The following which may be delivered or issued on or after the effective date of the agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Order(s) are subject to a maximum of a 10% mark up.
 - c. Notice of Substantial Completion or Project Acceptance.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no other Documents other than those listed above in this Article 8.

D. The SOW may only be amended, modified, or supplemented by agreement of both parties.

ARTICLE 9 – MISCELLANEOUS

10.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

10.02 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations herein contained.

10.03 Severability

A. Any provisions of this agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. .

10.04 Other Provisions

A. Tax Compliance. By its signature on this contract, CONTRACTOR hereby certifies that it is not in violation of any Oregon tax law. For the purpose of this certification, "Oregon tax laws" includes but may not be limited to ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20 Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session): the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690: and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

B. Access to Records: For not less than three (3) years after the Contract Expiration Date, the OWNER, the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

If for any reason this contract or any part thereof, becomes the subject of or is involved in litigation. CONTRACTOR shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to the OWNER in preparation for and during litigation.

C. Funds Available and Authorized: OWNER reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance costs of this Contract within the OWNER's current appropriation or expenditure limitation.

D. Indemnity: CONTRACTOR shall defend, save, and hold harmless the OWNER, its officers, agents, engineers, attorneys and employees from all losses, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) claims, suits, or actions of whatsoever nature, including intentional acts resulting from or arising out of the activities of CONTRACTOR or its subcontractors, agents, or employees under this Contract

E. (1) Compliance with Applicable Law: CONTRACTOR certifies that it will comply with all federal, state and local laws, ordinances, and regulations applicable to this Contract, including, but not limited to all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. (2) Without in any manner limiting the applicability of the foregoing. CONTRACTOR agrees, as a condition of entering into this contract, that the provisions of ORS Chapters 279A, 279B, 279C, 656 and other relevant law, including the relevant OAR's, apply to Contractor's performance under this Contract.

F. Prevailing Wage: The CONTRACTOR certifies, and it shall be a condition of this agreement if applicable and as provided by ORS 279C.800 to 279C.840, that in performing this Contract the CONTRACTOR will pay and cause to be paid not less than the prevailing wages.

G. Waiver: The terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given. and shall be valid and binding only if it is signed by all parties to this Contract. The failure of the OWNER to enforce any provision of this contract shall not constitute a waiver by the OWNER of that or any other provision.

H. Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the OWNER and the CONTRACTOR arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Lincoln County, Oregon. Provided, if any litigation arising under this Contract must be

brought in a federal forum. It shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. CONTRACTOR hereby consents to the personal jurisdiction of all courts within the State of Oregon. Should any litigation be brought to enforce the terms of this Contract. The prevailing party shall be entitled to reasonable attorney fees, costs and disbursements at trial and upon appeal should any dispute over the terms and conditions of this contract result in mediation or arbitration. Any attorney's fees and costs incurred in such mediation or arbitration shall be paid by the party incurring such fees and costs.

I. Merger: This Agreement, which includes all Contract Documents as defined herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Contract, except as specified or referenced herein. CONTRACTOR, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it and agrees to be bound by its terms and conditions.

J. Execution in Counterparts: This Contract may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in two copies. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor.

This Agreement is dated **August 22, 2017**.

OWNER: Port of Newport

Attest: _____
Aaron Bretz, Acting General Manager

Date: _____

CONTRACTOR:

Attest: _____
All-Ways Painting James Phifer
1037 SW 17 Lincoln City, OR 97367

Date: _____

Address for billing correspondence:
Port of Newport
600 SE Bay Boulevard
Newport, OR 97365

TERMS AND CONDITIONS:

1. **Schedule for Work:** Start: TBD/Fall 2017 Completion: TBD
Work to be performed after normal working hours between 5:00pm – 6:00am Mon - Fri and all hours on weekends. Time is of the essence. Contractor to provide estimated work duration and schedule. All attempts at improving the schedule will be made by the contractor
2. **General Description:** Repainting of approximately 32,800sf at all common area gypsum board walls to match existing latex finish per attached specification. Contractor to patch, repair, texture and prime damaged drywall, if any, within the scope of work as necessary. Removal and replacement of detachable items such as electrical plates, dry erase boards, wall hangings, movable furnishings and other items as necessary for a professional paint job.
3. **Scope of Work:** Provide all labor, materials, tools, lift equipment, supervision (min one company employed, full time foreman), submittals, manuals and incidentals necessary to complete all work implied by the attached scope of work you are quoting. Any deviations taken by bidder to the terms, conditions, plans, specifications, codes, etc of this RFQ shall be clearly stated and included as an attachment to the Bid Form.
4. **Bid Breakdown:** Please use attached Bid Form. Your proposal cannot be considered unless the Bid Form has been completed in its entirety. Lump sum bids shall be inclusive of all taxes, freight, insurance, overhead, permits, fees, and profit.
5. **Proposal Selection:** The Port Manager or appointed contact will evaluate each submitted proposal and report to the Port Commission with a recommendation if required. If required, the Port Commission shall make the final selection and reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon finding that it is in the public interest to do so. The Port will analyze information provided by all Proposers. The successful Proposer will be selected on the basis of the following:
 - a. Approach and evaluation of the past experience of the individuals who would be performing the work for the Port.
 - b. The results of reference checks including the ability to meet RFQ requirements.
 - c. Responsiveness to proposal specifications and required information.
 - d. Fee for services performed.
6. **Drawings and Specifications:** If applicable, bidder is provided with documents, which are thought to be necessary in preparing a proposal. Bidder is responsible for requesting any other documents/drawings from references in the scope of work that would be necessary to prepare a complete proposal.
7. **Temporary facilities:** If applicable, field office, telephone, office equipment, and storage are to be provided by the contractor. Contractor is responsible for receiving and storing materials, clean-up and removal of any waste generated by this scope of work on a daily basis. Restrictions for parking will apply.
8. **Safety:** Successful bidder will comply with all OR-OSHA & OSHA safety requirements at all times while on Port property. Contractor will be responsible for all employee safety training, safety meetings, record keeping and safety compliance.
9. **Insurance:** Upon acceptance, contractor will provide proof of proper business licensing and registration in Lincoln County, Oregon, and will maintain all required licensing and permits

required by Local, State or Federal jurisdictions to perform the services of this agreement. Contractor will provide proof of business liability insurance with a minimum of \$2,000,000 liability coverage and maintain required liability insurance at all times for services and their responsible employees while on Port owned property. Contractor will be fully responsible to maintain all employee workmen's compensation insurance as mandated by Local, State and Federal requirements. Contractor shall name the Port of Newport as an Additional Insured and provide a Certificate of Insurance confirming Liability and Workers Compensation with a 30 day Notice of Cancellation, prior to starting any work. Contractor shall pay any and all payroll and withholding taxes and any other sums that is required by Local, State or Federal agencies.

10. **Prevailing Wages:** The Contractor may be required to pay prevailing wage rates depending upon the final total price of the project, in conformance to ORS 279C.800 thru 279C.870. A current copy of Prevailing Wage Rates for Public Works contracts in Oregon is available from the State of Oregon, Bureau of Labor and Industries and is also included in Section 40 of these specifications.
11. **Boli Fee:** The Port, if required, will pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.825. The fee is one-tenth of one percent of the price of this contract, but not less than \$100.00 nor more than \$5,000.00, regardless of the contract price.
12. **Nondiscrimination & Affirmative Action:** The Port of Newport is an equal opportunity employer and provider and requires all Proposers to comply with policies and regulations concerning equal opportunity. The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap.
13. **Environmental And Natural Resources Laws To Be Observed:** In compliance with ORS 279C.525, the following is a list of federal, state and local agencies, of which the Port has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL

AGENCIES:

Department of Agriculture, Forest Service, Soil Conservation Service, Department of Defense, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Health and Human Services, Department of Housing & Urban Development, Department of Interior, Bureau of Land Management

STATE

AGENCIES:

Department of Agriculture, Soil and Water Conservation Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Division of State Lands, Water Resources Department

LOCAL

AGENCIES:

Bureau of Reclamation, Geological Survey, U.S. Fish and Wildlife Service, Department of Labor Occupation Safety and Health Administration, Water Resources Council, City Councils, Board of County Commissioners.

14. **Public Safety During Construction:** Pedestrian safety and traffic control shall be provided for by Contractor in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
15. **Street/Sidewalks Closure requirements:** If applicable, street and sidewalk closures shall be kept to a minimum during construction. Access to local businesses shall be maintained at all times to pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Contractor shall notify City Engineer and Emergency Services before closing any streets.
16. **GSA Security Requirements:**

IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, [Questionnaire for Public Trust Positions](#), completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

SCOPE OF WORK

1. SCOPE:

To provide all labor, supervision, equipment, materials, expendables, submittals, applicable taxes, freight to jobsite, and incidentals necessary to complete all work implied as follows:

1.1 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Steel door jambs as necessary

2. Gypsum board walls and ceilings at the administration building 1st and 2nd floor common areas; 101, 105, 106, 107, 108, 109, 110, 111, 114, 117, 118, 121, 126, 128, 132, 134, 136, 141, 145, 148, 149, S1, 201, 202, 203, 204, 209, 211, 212, 214, 216, 217, 223, 224, 229, 231, 241, 242, 243, 244.

3. Warehouse common areas and boat shed; W101, W102, W104, W105, W106, W108, W109, W110, W111, W124.

1.2 RECOVERED MATERIAL CONTENT

A. Optional Alternate Pricing: Comply with U.S. Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines Recovered Material Advisory Notice (RMAN) for all Latex Paint products, summarized as follows:

Postconsumer Total Recovered Product Content (%) Materials Content (%Reprocessed Latex Paint: White, Off-White, Pastel Colors: 20 20

Grey, Brown, Earth tones, and 50-99 50-99

Other Dark Colors:

Consolidated Latex Paint: 100 100

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each finish and for each color and texture required.

C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

D. Provide statement that products contain no formaldehyde.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."

2. Preparation and Workmanship: Comply with requirements in "MPI Maintenance Repainting Manual" for products and paint systems indicated.

B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Owners representative will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.

b. Other Items: Owners representative will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.

3. Final approval of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Owners representative at no added cost to Owner.

1.5 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

2. Packaging: Material will be packaged in 1 gal. containers sealed and clearly marked with product information.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.

2. Non-flat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.

3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.

4. Clear Wood Varnishes: VOC not more than 350 g/L.

5. Clear Wood Lacquers: VOC not more than 550 g/L.

6. Floor Coatings: VOC not more than 100 g/L.

7. Shellacs, Clear: VOC not more than 730 g/L.

8. Shellacs, Pigmented: VOC not more than 550 g/L.

9. Primers, Sealers, and Under-coaters: VOC content of not more than 200 g/L.

10. Stains: VOC not more than 250 g/L.

C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).

2. Restricted Components: Paints and coatings shall not contain any of the following:

a. Acrolein.

b. Acrylonitrile.

c. Antimony.

d. Benzene.

e. Butyl benzyl phthalate

f. Cadmium.

g. Di(2-ethylhexyl) phthalate.

h. Di-n-butyl phthalate.

i. Di-n-octyl phthalate.

j. 1,2-dichlorobenzene.

k. Diethyl phthalate.

l. Dimethyl phthalate.

- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. PIsophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- V. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1 -trichloroethane.
- y. Vinylchloride.

D. Optional Alternate Pricing: Use reprocessed and consolidated Latex Paint in accordance with Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines, and in accordance with all requirements of this specification. Refer to paragraph 1.2 of this Section and Section 012300, Alternates.

E. Colors: As indicated in Color Schedule.

2.2 PRIMERS/SEALERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

2.3 METAL PRIMERS

A. Rust-Inhibitive Primer (Water Based): MPI #107.

2.4 WOOD PRIMERS

A. Interior Latex-Based Wood Primer: MPI #39.

2.5 LATEX PAINTS

B. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).

C. Institutional Low-Odor/VOC Latex (Low Sheen): MPI #144 (Gloss Level 2).

D. Institutional Low-Odor/VOC Latex (Semigloss): MPI #147 (Gloss Level 5).

E. Interior High Performance Latex: MPI #141 (Gloss Level 5).

2.6 POLYURETHANE VARNISHES

A. Water Based Varnish, Clear: MPI #128.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.

2. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Maintenance Repainting Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulates.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
 - B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- C. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
 - 1. Mechanical Work:
 - a. None
 - 2. Electrical Work:
 - a. Electrical conduit where exposed to view within occupied spaces.
- D. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owners representative, and leave in an undamaged condition.

3.3 INTERIOR PAINTING SCHEDULE

- A. Steel Substrates (if applicable):
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 5.1S.
 - a. Spray-apply all coats.
 - b. Prime Coat: Rust-inhibitive primer (water based).
 - c. Intermediate Coat: Institutional low-odor/VOC interior latex matching topcoat.
 - d. Topcoat: Institutional low-odor/VOC interior latex (semigloss).
 - B. High-Performance Latex System: MPI INT 5.1R. (if applicable)
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: High-performance latex matching topcoat.
 - c. Topcoat: High-performance latex (semigloss).
- C. Wood Substrates (if applicable): Including plywood.
 - 1. Latex System: MPI INT 6.4R.
 - a. Prime Coat: Interior latex-based wood primer.
 - b. Intermediate Coat: Interior latex matching topcoat.
 - c. Topcoat: Interior latex (semigloss).
 - D. Wood Trim and Hardwood Plywood (if applicable) :
 - 1. Clear Polyurethane Varnish (Satin) MPI INT 6.3Q.
 - a. Prime Coat: Polyurethane varnish.
 - b. Intermediate Coat: Polyurethane varnish.
 - c. Topcoat: Polyurethane varnish.
- E. Gypsum Board Substrates:
 - 1. Institutional Low-Odor/VOC Latex System: MPI INT 9.2M.
 - a. Prime Coat (if applicable): Interior latex primer/sealer.
 - b. Topcoat: Institutional low-odor/VOC interior latex (eggshell).
 - 2. High-Performance Latex System: MPI INT 9.2B.
 - a. Prime Coat (if applicable): Interior latex primer/sealer.
 - b. Topcoat: Interior latex (semigloss).

3.4 GENERAL ITEMS INCLUDED IN THIS SCOPE OF WORK:

1. NOAA MOC-P is a federal facility. For projects less than 30 days in duration and at contractors own expense, contractor will provide Form FD-258, Fingerprint Chart completed by the local authority for each employee regularly entering the facility buildings unescorted.
2. Contractor to provide names of short duration trades persons and delivery vehicles submitted prior to entry. All persons are subject to security check-in at NOAA main gate.
3. The NOAA MOC-P federal facility is a working office and warehouse facility. All attempts at reducing impact to administrative personnel during working hours 6:00am – 5:00pm will be made. Submit a preliminary work schedule for all affected areas prior to mobilization.
4. Mobilization of equipment and materials and de-mobilization of equipment and excess materials off site.
5. Contractor is responsible for protecting all areas adjacent to their work from any damage due to their scope of work. All damage will be cleaned up and/or be repaired by contractor.
6. Contractor is responsible for offloading, storing and weatherproofing materials on job site, and responsible for the necessary equipment needed to unload materials.
7. Provide all equipment, scaffolding, cranes and hoisting needed to complete scope of work.
8. Provide safe working surroundings for own employees and other trades, ensure safe passage of persons around area of service.
9. All work to be performed in accordance with O.S.H.A. standards and requirements.
10. If applicable, provide M.S.D.S. for all materials prior to mobilization.
11. Participate in job scheduling, contractor meetings, and safety meetings scheduled by Port of Newport.
12. If applicable, conduct weekly jobsite safety meetings and provide Port of Newport with a record of Safety Meeting Minutes.
13. Work, access, parking, and noise are confined to the limits as defined by project representative.
14. If applicable, onsite job boxes or trailers are to be authorized by the Port of Newport and maintained by contractor.
15. Provide complete set of as-built drawings or work reports to Port of Newport, at the end of the project. If applicable, contractor to provide all warranty certificates and electronic copy of operational and maintenance manuals.
16. Work will not be accepted as complete until punch list is totally accepted by the Port of Newport.
17. Daily cleanup and final cleanup is required.

3.5 WORK SPECIFICLY EXCLUDED FROM THIS SCOPE:

A. NONE

3.6 ATTACHMENTS:

1. Admin 1st , 2nd and warehouse floor plan markup showing common area walls and ceilings (3pgs)
2. Paint color schedule

3.7 ADDITIONAL PROVISIONS: None

IMPORTANT:

This Document must be filled out and returned to Port of Newport as your quote for this project

PROJECT: NOAH Common Area

BIDDER:

Pricing Breakdown if Applicable:

(Attach separate sheet if necessary)

_____	\$ _____
_____	\$ _____
<u>MATERIALS</u> <u>LABOR</u>	\$ _____
_____	\$ _____
TOTAL BASE PRICE	\$ <u>24272.00</u>

Alternates (if applicable):

(Attach separate sheet if necessary)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- * Price includes all materials FOB job location.
- ** Price includes all licensing, bonding, insurances, permits and taxes.
- *** Price is held for minimum 90 days.
- **** Please list on separate sheet, any additional alternates or value engineering pricing.

Quotation is in compliance with the entire project Drawings, Specifications and/or Work Scope? Yes No

Clarifications:

74¢

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(Attach separate sheet if necessary)

Estimated Schedule:

Preparation of Shop Drawings/submittals	_____	work days
Fabrication, delivery of material to jobsite	_____	work days
Work performance on jobsite	<u>30</u>	work days
Average Crew Size at 40 hr work week:	<u>3</u>	workers

All Inclusive Labor Rates for Extra Work (or Attach Labor Rate Schedule):

Superintendent \$ 80.00 /hour.

RFQ Form page 9

Rev 05/14

Foreman \$ 80.00 /hour.
 Craftsman \$ 45.00 /hour.
 Helper \$ 45.00 /hour.
 Markup on cost of Materials 0 %

Provide a list of equipment rates (if applicable):

Equipment Item	Rate	Per
<u>NA</u>		
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List of lower tier suppliers/subcontractors (if applicable):

Name or description of material or work to be performed	Approximate Value
<u>Redda paint</u>	<u>5000.00</u>

JP (Initial) Receipt of Addendum Numbers James Phifer is hereby acknowledged.


JP (Initial) I acknowledge the terms and conditions as stated in the Request for Quotation form received from Port of Newport as part of the contract documents, and hereby incorporate them into this quotation.

JP (Initial) I acknowledge the terms, conditions and minimum limits and have included all costs for insurance in this quotation.

JP (Initial) I acknowledge the requirements of Oregon Prevailing Wage Law ORS 279C.800 and have if applicable incorporated all costs associated into this quotation.

Submitted By:

James Phifer All-ways painting
 Name Company
541-264-0586 5419945463
 Telephone # FAX/Email
1037 SW 17 Lincoln City OR 97367
 Address


Signature

8-12-17
Date

The Port of Newport reserves the right to accept or reject any or all quotations and may at its discretion select the contractor that is deemed to provide the best value to the Port of Newport.

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Operating Fund

July 16, 2017 through August 15, 2017

Date	Num	Name	Memo	Amount
07/27/2017	39186	Void	Void	0.00
07/27/2017	39187	Better Bark & More	Landscaping supplies	868.00
07/27/2017	39188	Business Oregon - OBDD	Debt service	7,800.00
07/27/2017	39189	Carson Oil Co	Fuel	87.31
07/27/2017	39190	Century Link	Telephone	391.07
07/27/2017	39191	David Stickel	Refund - SB Marina	36.08
07/27/2017	39192	Design Space	Modular office rentals	217.00
07/27/2017	39193	Fastenal Company	Operating supplies	13.83
07/27/2017	39194	G & K Floors	Janitorial services	4,050.00
07/27/2017	39195	Gray's Web Design	Website update	70.00
07/27/2017	39196	Idea Print Works	Port clothing for new employees	238.50
07/27/2017	39197	Neopost	Postage machine rental and postage	407.49
07/27/2017	39198	Newport Food Pantry	Sponsorship	250.00
07/27/2017	39199	Newport News-Times	Notice of budget hearing	193.80
07/27/2017	39200	NW Natural	Natural gas	137.11
07/27/2017	39201	Oregon DMV	Vehicle records	5.00
07/27/2017	39202	Oregon Economic Development Assoc.	2017-18 membership dues	250.00
07/27/2017	39203	Pump Tech	Repair parts for F-dock sewer lift station	2,796.93
07/27/2017	39204	State of Oregon Property Distribution Ctr	Respirator masks and aluminum sheet metal	88.00
07/27/2017	39205	Suburban Propane	Propane	80.00
07/27/2017	39206	T & L Septic & Chemical Toilet Service	Chemical toilet rental	676.00
07/27/2017	39207	Toyota Industries Commercial Finance	Forklift leases	1,044.20
07/27/2017	39208	Toyota Lift NW	Maintenance on forklifts	917.69
07/27/2017	39209	Verizon Wireless	Port cell phones	341.45
07/27/2017	39210	Pacific Coast Congress of HM & PM	Conference registration	325.00
08/01/2017	39211	Employee	Refund of payroll deduction error	151.14
08/09/2017	39212	City of Newport	Water	413.10
08/09/2017	39213	Special Districts Insurance Services	2017-18 workers' comp. insurance coverage	35,434.26
08/10/2017	39214	Airgas USA	Operating supplies	36.85
08/10/2017	39215	Alan Brown Tire Center	Forklift and lot sweeper tires	493.24
08/10/2017	39216	Alsco	Floor mats and towel rental	340.64
08/10/2017	39217	Alsea Bay Power Products	Equipment repairs and supplies	931.82
08/10/2017	39218	Employee	Mid-month draw	650.00
08/10/2017	39219	Barrelhead Supply	Pressure-treated lumber	648.23
08/10/2017	39220	Employee	Mid-month draw	450.00
08/10/2017	39221	Cardinal Services	Wages for temp services	2,041.98



Operating Fund

July 16, 2017 through August 15, 2017

Date	Num	Name	Memo	Amount
08/10/2017	39222	Carquest Auto Parts	Maintenance supplies	44.70
08/10/2017	39223	CenturyLink	Telephone	116.09
08/10/2017	39224	Chemsearch	Operating supplies	283.22
08/10/2017	39225	Employee	Mid-month draw	500.00
08/10/2017	39226	Coastal Marine & Hydraulics	Rebuild #3 hoist hydraulic pump - CM	380.32
08/10/2017	39227	Coastal Paper & Supply	Paper products and cleaning supplies	1,452.90
08/10/2017	39228	Coastal Refrigeration	Repair condensing fan at Marina Store	266.98
08/10/2017	39229	Creative Landscape & Maintenance	Landscape maintenance	495.00
08/10/2017	39230	Dan Heiner	Refund - SB RV Park	51.86
08/10/2017	39231	Employee	Mid-month draw	500.00
08/10/2017	39232	Design Space	Modular office rentals	877.00
08/10/2017	39233	Direct TV	Cable - RV parks	1,310.34
08/10/2017	39234	Employee	Mid-month draw	600.00
08/10/2017	39235	Englund Marine Supply Co	Rain gear and operating supplies	410.46
08/10/2017	39236	Employee	Mid-month draw	300.00
08/10/2017	39237	Fastenal Company	Operating supplies	92.44
08/10/2017	39238	Fishermen's News	3-year subscription	59.00
08/10/2017	39239	Employee	Mid-month draw	475.00
08/10/2017	39240	Fred Meyer Customer Charges	Operating supplies	44.94
08/10/2017	39241	Halco Welding	Welding supplies	88.00
08/10/2017	39242	Industrial Welding Supply	Welding supplies	448.07
08/10/2017	39243	JC Market	Operating supplies	19.17
08/10/2017	39244	LazerQuick	Office supplies	359.67
08/10/2017	39245	Lincoln County Public Works	Fuel for trucks	378.23
08/10/2017	39246	MacPherson Gintner & Diaz	Professional services	5,626.25
08/10/2017	39247	Mascott Equipment	Fuel dock repair - SB	1,134.50
08/10/2017	39248	National Photocopy Corporation	Server and IT support	336.91
08/10/2017	39249	Neopost	Postage	400.00
08/10/2017	39250	Newport News-Times	Advertising	66.00
08/10/2017	39251	Newport Rental Service	Riding mower rental - NIT	82.50
08/10/2017	39252	Oregon Assoc. of Municipal Recorders	Employee education and training	300.00
08/10/2017	39253	Oregon Dept. of State Lands	Removal of materials permit renewal	750.00
08/10/2017	39254	Oregon Dept. of Environmental Quality	Administrative fee	22.97
08/10/2017	39255	Pioneer Telephone Cooperative	Telephone	226.11
08/10/2017	39256	Pro-Build Company	Operating supplies	10.99
08/10/2017	39257	Promotional Webstores	Port of Newport pens	1,120.00



Operating Fund

July 16, 2017 through August 15, 2017

Date	Num	Name	Memo	Amount
08/10/2017	39258	Employee	Mid-month draw	650.00
08/10/2017	39259	Sherwin-Williams	Paint and painting supplies	597.43
08/10/2017	39260	Employee	Mid-month draw	1,500.00
08/10/2017	39261	Suburban Propane	Propane	152.19
08/10/2017	39262	T & L Septic & Chemical Toilet Service	Pump out holding tanks - NIT	450.00
08/10/2017	39263	TCB Security Services	Monthly security contract	6,516.00
08/10/2017	39264	Theresa Fritsch	Refund - SB Marina moorage cancelled	681.32
08/10/2017	39265	Thompson's Sanitary Service	Tash disposal	8,887.40
08/10/2017	39266	NAPA Auto Parts	Auto maintenance supplies	164.05
08/10/2017	39267	United Grocers - Cash & Carry	Office supplies	304.43
08/10/2017	39268	Voya (State of Oregon Plan)	Monthly employee contributions	100.00
08/10/2017	39269	William Danielson	Refund - SB RV Park	31.16
08/10/2017	39270	Xerox Corporation	Copier leases	454.02
08/10/2017	39271	Yaquina Bay Communications	Advertising	150.00
Total				103,143.34



NOAA Fund

July 16, 2017 through August 15, 2017

Date	Num	Name	Memo	Amount
07/27/2017	13196	Aboveboard Electric	Replacement of cathodic protection distribution box	537.91
07/27/2017	13197	Advanced Backflow Testing	Backflow testing	525.00
07/27/2017	13198	Coastal Refrigeration Heating & AC	Service and parts	876.59
07/27/2017	13199	Ground FX Landscape Management	Landscaping services - 40% down payment	720.00
07/27/2017	13200	Ultimate Pest Control LLC	Pest control	135.00
07/27/2017	13201	Valley Fire Control	Annual service inspection of fire extinguishers	261.00
07/27/2017	13202	Verizon Wireless	Phone charges and mifi	26.39
08/09/2017	13203	Special Districts Insurance Services	2017-18 workers' comp. insurance coverage	4,262.61
08/10/2017	13204	Alan Brown Tire Center	Tires for Ford Ranger	387.60
08/10/2017	13205	American Bankers Insurance Co	2017-18 flood insurance coverage	1,664.00
08/10/2017	13206	ASCO Power Services	Annual service inspection of automatic transfer switch	1,296.00
08/10/2017	13207	Barrelhead Supply	Fittings and tape for irrigation system	8.66
08/10/2017	13208	Conrad Forest Products	Lumber supplies	4,167.00
08/10/2017	13209	MC Dean	Annual service inspection of battery backups	2,950.00
08/10/2017	13210	Newport Diesel & Marine Co	Annual service inspection of emergency generator	760.00
08/10/2017	13211	Newport Rental Service	Scissor lift rental	152.00
08/10/2017	13212	Overhead Door Company of Salem	Annual service inspection of 4 commercial doors	990.00
08/10/2017	13213	Pacific Habitat Services	Eelgrass monitoring	5,799.12
08/10/2017	13214	Pioneer Telephone Cooperative	Telephone	239.78
08/10/2017	13215	Proctor Sales	Annual service inspection of boiler	1,739.38
08/10/2017	13216	Road & Driveway	Sweep NOAA facility	741.00
08/10/2017	13217	TCB Security Services	Elevator phone monitoring	20.00
08/10/2017	13218	Thompsons Sanitary Service	July service	367.70
08/10/2017	13219	US Bank	2010 revenue bond administration fees	650.00
08/10/2017	13220	Vertiv Services	Annual service inspection of Liebert AC	934.50
Total				30,211.24

STAFF REPORT

DATE: August 22, 2017
RE: MILDRED C
TO: Port of Newport Board of Commissioners
ISSUED BY: Aaron Bretz – Interim General Manager

BACKGROUND

MILDRED C is currently in the Port of Toledo Boat yard still undergoing repairs to the rudder. No additional cost has been incurred other than moorage, which was previously quoted. It was suggested that a marine surveyor should survey the boat for value and material condition.

SOLUTIONS

- The Port contacted Curry Marine and requested a survey of MILDRED C
- The Port provided Curry Marine with documentation of the most recent repair work
- Curry Marine has visited the vessel and will prepare a survey of MILDRED C

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GENERAL MANAGER'S REPORT

DATE: 08/16/2017
RE: International Terminal Shipping Facility Report
TO: Port of Newport Board of Commissioners
ISSUED BY: Aaron Bretz

SUMMARY:

We continue to keep up the compliance effort with permits issued for the Newport International Terminal (NIT), and to complete the dredging estimates for the NIT. I have contacted the U. S. Department of Transportation (USDOT) and the U. S. Maritime Administration (MARAD) to determine what is needed to extend the timeline of the TIGER Grant. Bob Bouchard of MARAD has scheduled a visit to discuss the way forward with Port representatives. As of yet, no extension has been granted; this meeting is necessary to provide MARAD with the criteria needed to make a decision on such an extension. They requested that I provide them with a brief narrative of the situation as it currently exists. Although the funding has also not yet been revoked; the terms used in the grant are that the USDOT "may" terminate its obligations if the timeline is not met. There has been no change to the status of the contracts relating to NIT development.

DETAIL:

- If we intend to keep the TIGER Grant, we will need to present to MARAD our clear and precise intentions for the NIT project, including but not limited to:
 - Current status of funding from other sources
 - New estimated start of construction
 - An account of the facts that caused the delay
 - A clear indication that we are making progress toward starting construction
- It must be understood by all commissioners that loss of this grant does incur an opportunity cost that consists not only of the immediate revenue, but also in terms of political fallout for the entire State of Oregon
 - This point has been made clearly and forcefully to me by executives in federal and state government

OPTIONS:

If the commission decides to do nothing, the TIGER Grant will be lost.

If the commission desires to keep the TIGER Grant available, we will need to work hard to convince MARAD to keep it open. We would need to change the nature of the conversation from that of a dichotomy between shipping and fishing into a conversation about what needs to currently change to allow them to operate in parallel. In doing so, it appears that the discourse fits generally into two categories. There needs to be *discussion* (rather than simple statements) about: a) operational aspects of a parallel operation and b) the economic feasibility of the current offer in question. These discussions will generate the specific items of contention, and from those we can determine what needs to be changed about the current situation in order to progress.

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**PORT OF NEWPORT
RESOLUTION NO. 2017- 11**

A RESOLUTION ESTABLISHING AN EXIT PLAN FOR THE MILDRED C

WHEREAS, The Tug MILDRED C is still of great use to the Port of Newport for the purpose of hauling broken pilings, float docks, and heavy snags from within piers; and

WHEREAS, The Port of Newport recently performed reconstructive maintenance to the lazarette and underbody of the vessel; and

WHEREAS, The Tug MILDRED C has approached the end of its service life and will need to be disposed of in the coming 5 years; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. MILDRED C will be disposed of if \$40,000 of additional work is needed to maintain the vessel over the next 5 years or by September 1, 2022, whichever occurs sooner.

Section 2. Vessel maintenance budgeting for MILDRED C in any given fiscal year can only be exceeded with prior quotes and commission approval.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of August, 2017.

ATTEST:

Patricia Patrick-Joling, President

Stewart Lamerdin, Secretary/Treasurer

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This AGREEMENT, made and entered into this 22nd day of August, 2017, by and between the PORT OF NEWPORT, Oregon, a public corporation existing under the laws of the State of Oregon, herein after called the "Port" and OBEC Consulting Engineers, hereinafter called the "Contractor", 920 Country Club Road, Suite 100B, Eugene, OR 97401, 541.683.6090.

1. All work products resulting from the attached proposal outline are to remain property of the Port and must be surrendered upon request. Work may not be duplicated, reproduced or shared with any other party unless approved by the Port.
2. All invoices for services contracted herein shall be presented to the Port by the first of each month. Invoices shall be submitted to the Port of Newport, 600 S.E. Bay Boulevard, Newport OR 97365. Progress payments submitted to the Port for payment are required to be for services within the attached scope of work and performed and approved by the Port.
3. In the performance of services, the Contractor agrees to comply with all laws, statutes, ordinances and regulations of the United States, the State of Oregon and any other governmental body having applicable jurisdiction, and shall pay all applicable payroll and withholding taxes and any other sums as required.
4. It is expressly understood this agreement is personal to the Contractor, and the Contractor shall not assign or transfer this agreement nor enter into a subcontract for the performance of any services to be performed without the express written consent of the Port being obtained in advance.
5. The contractor shall provide, when applicable, a certificate of insurance showing that all persons performing professional services under the contract are covered under the State's Worker's Compensation Law.
6. The Contractor, in consideration of the payments to be made on the part of the Port, hereby covenants and agrees to furnish the engineering services, materials and supplies to complete the tasks within the scope of work. Contractor shall carry out and perform such services in full, complete and strict compliance with the attached scope of work, in a good, substantial, and professional manner to the approval and quality satisfaction of the Port. This agreement may be terminated by either party upon 30 days' written notice without reason.
7. Contractor shall obtain and maintain General Liability and Professional Liability insurance coverage against any and all claims for damages to persons or property which may arise out of or resulting from Contractor's negligent operations under this contract.

The public liability insurance shall have limits of not less than \$1,750,000 per occurrence during the terms of this agreement and for a period of at least one year following conclusion of the agreement. Contractor shall provide proof of insurance to the Port before commencement of any activity under this contract, and the proof of insurance shall provide that the policy(ies) of insurance shall not be canceled without ten (10) day's prior written notice to the Port.

- 8. Payments of Contractor's invoices shall be approved in writing by the Port in an amount not to exceed the Contractor's proposed rates as outlined in the attached project description. Any additional work and services provided by the Contractor shall be performed according to the attached rate schedule provided by the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year set forth above.

PORT OF NEWPORT:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

600 SE Bay Blvd
Newport, OR 97365

920 Country Club Road, Suite 100B
Eugene, OR 97401

Scope of Work

Task 1 - Project Management and Coordination - This task includes internal management of the project team, communications with the Port regarding the status of the project, and monthly invoicing and progress reports. The work will be concurrent with other tasks following notice to proceed. A detailed design and permitting schedule will be prepared upon notice to proceed (NTP).

Deliverables: Progress reports and project schedule.

Task 2 - Survey-

1. Topographic Survey – an OBEC survey crew will collect sufficient data, under the direction of the Design Engineer, to accomplish the following:
 - Establish horizontal and vertical control using GPS.
 - Tie to Tidal Benchmark.
 - Calculate vertical difference between the Tidal datum and North American Vertical Datum of 1988 (NAVD 88).
 - Collect topographic features within a rectangular area 200 feet by 350 feet. The 200 foot dimension shall be centered on Dock 5 and the 350 foot dimension shall start at the northerly right-of-way of SE Bay Boulevard and extend into the bay.
 - For that portion in the bay the survey crew will use a single beam echosounder to collect bathymetric data.
 - Produce a topographic base map combining the conventionally collect topographic data and the bathymetric data at a scale determined by the Design Engineer.

Deliverables: ACAD drawings presenting bathymetric and topographic survey data.

Task 3 - Geotechnical Investigation- OBEC has teamed with Geotechnical Resources, Inc. (GRI) to provide geotechnical services for this project. GRI assisted us with the alternatives study and has completed several projects recently on Yaquina Bay. Their previous work in the vicinity of Port Dock 5 has garnered sufficient information to complete this investigation without performing any new on site testing or boring. GRI's proposal is attached for the Port's review.

Deliverable: Report summarizing the geotechnical investigation and design parameter recommendations.

Task 4 - 30 Percent Design- The Alternative design effort will continue from the conceptual study and progress to approximately 30 percent complete. Agency and stakeholder input from the kick-off meeting will be applied to conceptual design content. The goal is to advance the design sufficiently to address all items pertinent to the environmental permit submittal. OBEC has teamed with DKS Associates (DKS) to provide electrical design service for this project. DKS and OBEC have previously worked together on multiple projects, including waterfront projects similar to the Port Dock 5 Replacement Project. The DKS proposal is attached for the Port's review.

- 4.1 Perform preliminary design for dock replacement structure and new gangway.
- 4.2 Perform preliminary design for modifications to the gangway landing float
- 4.3 Perform preliminary design details for electrical replacement/upgrades
- 4.4 Stormwater alternatives analysis
- 4.5 Prepare design details for inclusion in the permit drawings.
- 4.6 Update the cost estimate prepared for the alternatives study

Deliverable: Cost estimate

Task 5 - Prepare 8.5x11 Permit Drawings-- Create 8.5x11 ACAD drawings suitable for inclusion in the

Joint Permit Application (JPA) package. These drawings will present the 30-percent design details in a format meeting the requirements of federal, state, and local environmental permitting agencies. OBEC expects to produce up to 12 8.5x11 sheets. In accordance with OBEC's Quality Assurance program, senior level OBEC personnel will review the preliminary design for integrity, fitness for purpose, and constructability.

Deliverable: 8.5 x 11 drawings in ACAD format suitable for JPA submittal package

Task 6 - Environmental Documentation and Permits—OBEC will complete necessary field and literature investigations to provide the Port environmental documentation and permits required for completion of the Port Dock 5 Alternative 2 Project. There are several tasks which may not be required by the regulatory agencies. We have marked those at Contingency Tasks and have kept cost estimates separate. We will complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which OBEC will complete only if required by the agencies and following Port and Consultant's written agreement on cost and receipt of NTP from Port:

- Wetland/Waters of the U.S./State Fieldwork
- Wetland/Waters of the U.S./State Delineation Report
- Wetland and Waters Functional Assessment Report
- SLOPES Programmatic Biological Opinion for ESA Listed Fish Species
- *Marine Mammal Protection Act Documentation (CONTINGENCY)*
- USACE/DSL Joint Permit Application (JPA) and DEQ Section 401 Certification
- Stormwater Management Plan
- *DSL Easement for Dock – (CONTINGENCY)*
- Floodplain Permit
- *Archaeological/Historic Baseline Report (CONTINGENCY)*

Environmental clearances, documentation, and permits will be developed to replace the entire structure in the existing alignment (Alternative 2).

General Task 6 Assumptions:

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

Task 6.1 - Wetland/Waters of the U.S./State Fieldwork -- OBEC will research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990). It is assumed that jurisdictional mudflats will be present and that numerous tidal jurisdictional boundaries will be present.

OBEC will complete a wetland field determination and tidal demarcation for the project area.

OBEC will use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps (NWI/LWI)) as well as data gathered in the field to document the presence or absence of wetlands within the project area.

OBEC will:

- Determine wetland boundaries within the project area in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Ensure that field methods used and data collected meet the USACE and DSL technical requirements for wetland delineations and tidal demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for inclusion with a wetland delineation report.

Field data collected during this task will be used for, and submitted with, the deliverables for Tasks 6.2 and Task 6.3.

Deliverables: Field data for wetlands and waters inside the Project Area to be included in Task 6.2 and 6.3.

Task 6.2- Wetland/Waters of the U.S./State Delineation Report—OBEC will prepare a Wetland/Waters of the U.S./Delineation Report (Wetland Delineation Report) in accordance with DSL and U.S. Army Corps of Engineers (USACE) requirements and standards. The Wetland Delineation Report must include all required information outlined in Oregon Administrative Rules (OAR) 141-090-035, as well as all wetland data sheets obtained in the field under Task 6.1.

OBEC will prepare appropriate graphics required by USACE and DSL to accompany the Wetland Delineation Report. This shall include a site location map, tax lot map, National Wetland Inventory or Local Wetland Inventory map (if available), soil survey map, and aerial overlay map. Consultant's Wetland Delineation Report must also include wetland delineation boundary mapping (figures) as finalized by Consultant and as per the requirements of DSL, and a color photographic record depicting existing conditions.

OBEC will also complete the appropriate DSL cover page for submitting the Wetland Delineation Report to DSL and USACE for review and approval. Consultant shall attend one site visit with agency representatives if determined necessary by USACE and/or DSL, and shall respond to their comments.

OBEC will submit the Wetland Delineation Report to DSL and USACE. Port will be responsible for signing the wetland delineation report cover page. Port will be responsible for payment of any associated fees.

Deliverables:

- Draft Wetland Delineation Report to Port for review per the schedule in Task 1.
- Final Wetland Delineation Report to Port two weeks following receipt of draft review comments.
- Final Wetland Delineation Report to DSL and the USACE per the schedule in Task 1.

Task 6.3- Wetland and Waters Functional Assessment Report—OBEC will prepare a Wetland and Waters Functional Assessment Report as required by DSL. The report shall be submitted as a component of the Joint Permit Application to both USACE and DSL.

OBEC will calculate wetland impact areas by wetland type, including permanent and temporary impacts, based on the wetland survey and project design. If the impacted wetlands are classified under the Hydrogeomorphic (HGM) classification as tidal wetlands, or are within the slopes/flats subclass, the assessment shall be conducted in accordance with the methodologies outlined in the appropriate guidebook for HGM-based assessments. All other wetlands will be assessed using the methodologies outlined in the Oregon Rapid Wetland Assessment Protocol (ORWAP). Waters functional assessment will be completed using the Best Professional Judgment method per the requirements of DSL.

OBEC will prepare a standalone Functional Assessment Report that includes, at minimum, the following information:

- A description of the impacted wetlands/waters, including the HGM and Cowardin classifications.
- A discussion of the proposed Assessment Unit for each wetland.
- A summary table depicting the results of the HGM or ORWAP assessment.
- A discussion of each assessed function, including rationale for the resulting scores.
- A wetland values assessment for each impacted wetland and waters.
- A discussion of the anticipated functions and values impacts, and the appropriate means by which to mitigate for those impacts.
- A copy of all prepared data sheets for the HGM or ORWAP assessment.

Deliverables:

- Draft Wetland Functional Assessment Report to Port for review per the schedule in Task 1.
- Final Wetland Functional Assessment Report to Port two weeks following receipt of draft review comments.
- Submit Functional Assessment with JPA in Task 6.6

Task 6.4- SLOPES Programmatic Biological Opinion for ESA Listed Fish Species—OBEC will use the US Army Corps of Engineers (USACE) SLOPES programmatic biological opinion (BO) to evaluate the effects of the project on Endangered Species Act (ESA) listed fish species. Consultant shall prepare programmatic BO documentation to obtain the Section 404 permit from the USACE.

OBEC will coordinate with the USACE, the National Marine Fisheries Service (NMFS), Oregon Department of State Lands (DSL), Oregon Department of Fish and Wildlife (ODFW), and Oregon Department of Environmental Quality (DEQ) as necessary. OBEC will conduct a site visit with NMFS early in project design to address their concerns and incorporate their requirements into project design.

It is assumed that eel grass is not present in the project area and that resource agencies will not require a survey for Eel Grass. Mitigation for using SLOPES to cover this project is not expected because of the reduction in pile and slightly shorter dock. Geotechnical drilling below highest measured tide is not expected.

Deliverables:

- Draft SLOPES Compliance Document to Port per Task 1 Project Design Schedule
- Final BA submitted with the JPA under Task 6.6 with copy to Port.

Task 6.5- Marine Mammal Protection Act Documentation (CONTINGENCY)—OBEC will prepare one (1) *Incidental Harassment Authorization (“IHA”)* report that documents potential impacts to marine mammal species and documents consistency of the Project design and construction with recommended avoidance and conservation measures for marine mammals. The IHA report must include:

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

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

Deliverable:

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

Task 6.6- USACE/DSL Joint Permit Application (JPA) and DEQ Section 401 Certification

OBEC will prepare a complete JPA meeting all the applicable requirements of the most recent version of the Oregon Department of State Lands Removal-Fill Guide and USACE permit application standards. Consultant shall submit the JPA and Stormwater Management Plan to the Oregon Department of Environmental Quality (DEQ) to obtain Section 401 Water Quality Certification.

OBEC will:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL Individual Permit, to authorize work within the jurisdictional waters and any wetlands found in the project area.
- Provide pre submittal coordination with DEQ to inform them of the project and verify requirements and documentation necessary to apply for Section 401 Water Quality Certification.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Consultant shall coordinate and attend one pre-submittal site visit with DSL and the USACE to discuss the project and address the resource agencies concerns.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, site descriptions, and any additional information required by DSL or the USACE for inclusion in the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using project development information provided by Port as necessary to complete the JPA.
- Respond to questions or comments raised by the USACE and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory agency site visit or in person meetings will be required following submittal of the JPA.
- Submit the complete JPA package to the DSL and USACE on behalf of the Port.
- Submit to DEQ a copy of the complete Joint Permit Application, Stormwater Management Plan, and provide a transmittal letter to DEQ requesting Section 401 Water Quality Certification for the project.

Wetland and/or waters mitigation will not be required for this project. Individual Coastal Zone Certification will not be required but will be covered programmatically under the USACE permit authorization.

Due to the varied nature of post-submittal coordination, it is expected that the OBEC will not expend more than eight hours for office review and coordination time for post-submittal coordination with DSL, USACE, and DEQ. Port will be responsible for obtaining Land Use Planning Signature on the JPA. Port will be responsible for payment of any associated fees for DSL, USACE, and DEQ to review and approve the submittals.

Deliverables:

- Draft JPA Submittal Package to Port for review per Task 1 Project Design Schedule.
- Final JPA Submittal Package to Port 2 weeks following receipt of draft review comments.
- Paper copy of the Final JPA Submittal Package to both the DSL and USACE 2 weeks following receipt of draft review comments.

- Paper copy of the Final JPA and Final Stormwater Management Plan to DEQ 2 weeks following receipt of draft review comments on the JPA.

Task 6.7- Stormwater Management Plan—OBEC will provide stormwater analysis for runoff at the dock replacement and dock expansion site in accordance with applicable Stormwater Management Program. OBEC will design the stormwater facilities according to NMFS and ODEQ standards and requirements. OBEC will prepare a stormwater management plan summarizing results of the stormwater analysis.

Deliverables:

- Draft Stormwater Management Plan to Port for review per Task 1 Project Design Schedule.
- Final Stormwater Management Plan to Port 2 weeks following receipt of draft review comments.
- Paper copy of the Final Stormwater Management Plan to ODEQ with JPA package prepared under Task 6.6.

Task 6.8- DSL Easement for Dock – (CONTINGENCY)-- If it is determined that the existing dock does not have a current easement from DSL, OBEC will identify and prepare legal descriptions, exhibit maps, and DSL easement application for up to one parcel for the purpose of fee acquisition and/or easements for the project. The following is anticipated for the Project:

- Up to one ROW file will be acquired for easement from DSL for dock footprint.

Deliverable:

- Hard copy (8 ½" x 14") legal ROW descriptions and ROW exhibit maps to Port and DSL for one parcel within waters of the state, due per Task 1 Project Design Schedule.

Task 6.9- Floodplain Permit—OBEC will prepare and submit application for one Floodplain Development Permit for the project. OBEC will coordinate, as necessary, with the City in preparation of this application. Port will be responsible for payment of any associated fee. It is assumed a 'no-rise' certification will not be required for this project.

Deliverables:

- Draft Floodplain Development Permit to Port for review per Task 1 Project Design Schedule.
- Final Floodplain Development Permit two (2) weeks after OBEC receives comments on the draft. OBEC will submit final floodplain development permit to City for review and concurrence. Port responsible for all fees and signatures associated with the floodplain development permit application.

Task 6.10- Archaeological and Historic Baseline Report (CONTINGENCY)-- The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms for cultural resource sites within the Area of Potential Effect (APE) and to make recommendations for further cultural/historic resource review. OBEC will engage a qualified consultant for this work.

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

- the State Historic Preservation Office (SHPO) database in Salem, OR;
- appropriate Tribal Historic Preservation Office (THPO) database if APE is within a recognized reservation boundary;
- General Land Office (GLO) maps;
- Sanborn Fire Insurance Maps;

- Other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

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

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

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

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

Deliverables:

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

Assumptions and Clarifications

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

The Port wishes to proceed with Tasks 1 through 6 to complete preliminary design and allow preparation and submittal of environmental permit applications (including contingencies that may or may not be required). The estimated fee NTE is \$113,768. This includes 50% of Task 1 (Project Management) costs. These fees will not be exceeded without prior written authorization from the Port. Any changes to the scope of work, whether requested by Port or due to other circumstances will be documented in writing and promptly communicated to Port.

DIRECTOR OF FINANCE MONTHLY REPORT

DATE: 08/22/2017
PERIOD: July Board Meeting
TO: Port of Newport Commissioners
ISSUED BY: Stephen J. Larrabee

OVERVIEW

Financials:

July year to date financials are attached.

Finance Operations:

The staff has been working on getting ready for the audit and entering the year end entries.

RV Park:

The RV Park continues to generate a significant amount of positive net income. Revenues for the RV Park were \$844,000 for last year, up \$15,000 from the prior year. Landscaping improvements continue and the staff has received several positive comments from patrons of the Park.

July 2017 Occupancy Report

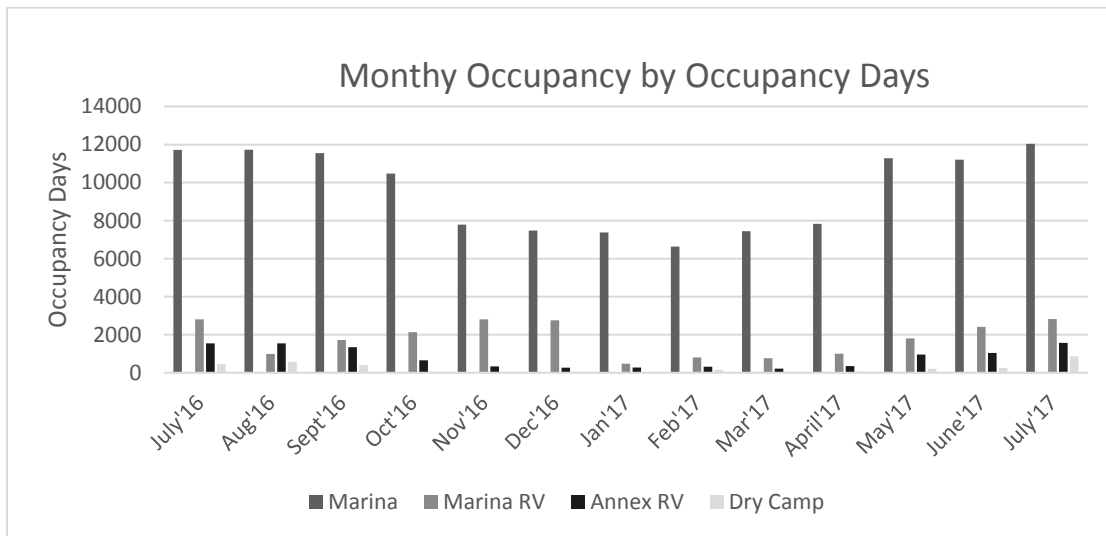
To: Port of Newport Board of Commissioners

From: Bill Hewitt, South Beach Marina and RV Parks

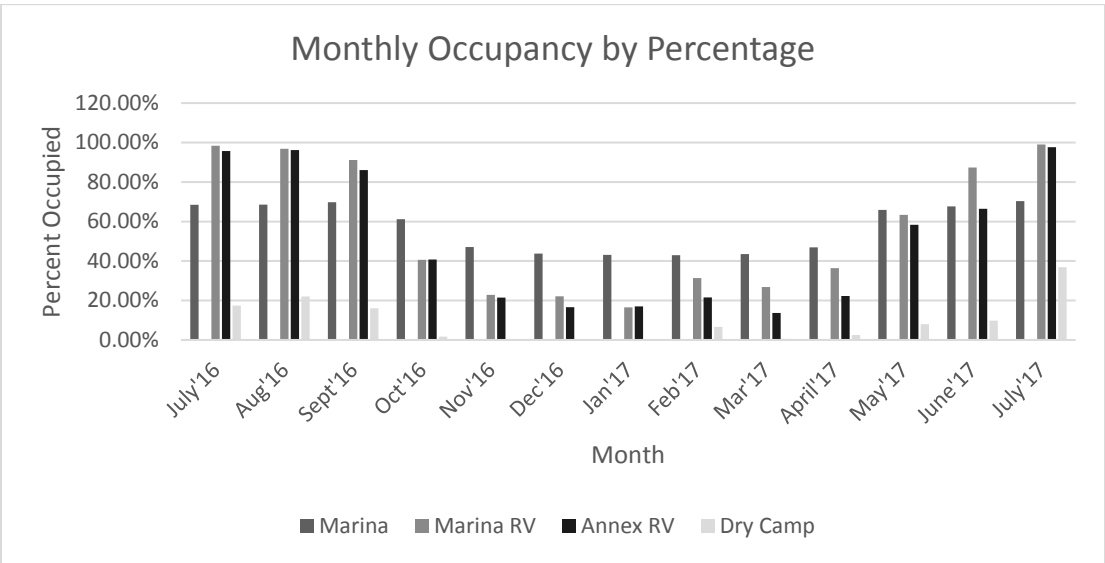
8/8/17

July was a very strong month in both the Marina and the RV Parks. The Marina was ahead of last year's July numbers and also ahead of last year's year to date number. The excellent crabbing, fishing and hot weather have all contributed to a banner month. The Marina RV Park, Annex and Dry Camp all surpassed last July's numbers and are also ahead of last year's year to date numbers. The same conditions that contributed to a banner month in the Marina provided us with an excellent month in the RV Park. August so far has been crazy busy and it looks like we will continue the trend of surpassing last year's numbers. Have had a few eclipse cancellations, but have been able to resell at a higher price. We still have about 20 Dry Camping spots left for the eclipse dates.

OCCUPANCY DAYS MONTH & TYD						
July'17	2016	2017	Change	YTD 2016	YTD 2017	Change
Marina	11718	12037	2.70%	62511	63786	2.04%
MarinaRV	2808	2825	0.61%	9837	10091	2.58%
AnnexRV	1543	1574	2.01%	4513	4723	4.65%
Dry Camp	458	868	89.52%	1076	1571	46.00%



OCCUPANCY PERCENT MONTH & TYD						
July'17	2016	2017	Change	YTD 2016	YTD 2017	Change
Marina	68.48%	70.34%	1.86%	53.17%	54.51%	1.34%
Marina RV	98.42%	99.05%	0.63%	50.19%	51.73%	1.54%
Annex RV	95.72%	97.64%	1.92%	40.74%	42.84%	2.10%
Dry Camp	17.38%	36.84%	19.46%	7.11%	9.75%	2.64%





DIRECTOR OF OPERATIONS / INTERIM GENERAL MANAGER'S REPORT

DATE: 8/15/2017
PERIOD: July 2017 – August 2017
TO: Port of Newport Board of Commissioners
ISSUED BY: Aaron Bretz

OVERVIEW GENERAL MANAGER:

Staff has been very busy maintaining the last official direction by the Port Commission to try and find solutions to the challenges presented in the June meeting. We continued closing gaps in permit compliance with regards to the plans at the NIT.

The work on MILDRED C is about two weeks from completion, and a survey of the boat is underway by Curry Marine.

The Federal Maritime Administration is evaluating whether or not to extend the TIGER Grant, but they will need a higher degree of certainty from the Port Commission on which way they intend to go with future development plans at the NIT. They will also need to hear from IFA regarding the \$2M loan they have approved for the Port of Newport. At their request, I prepared a short narrative of the situation as it is currently and as it developed.

The joint meeting with the Port Commission and the City Council is set for the Afternoon of August 25th.

I took a tour of the Teevin Brothers Intermodal Shipping Facility in Rainier with Commissioners Lamberdin and Chuck. The visit was very informative, and we spent about two hours learning about their log operations and barge operations with service to Hawaii shipping finished lumber products as well as assorted freight by container.

I attended the NOAA Corps Centennial Celebration.

I met with Rondy's and discussed the potential of adding float docks from their property adjacent to NIT.

I attended a City of Newport Parking Study Advisory Committee Meeting, and I recommend that the commission consider appointing a commission as a liaison to this committee. Gary Ripka is the representative for the fishermen, but given the nature of changes being considered by the city, it would be best to have an elected official to represent the Port for these decisions.

NEXT MONTH CALENDAR/MEETINGS:

Joint Tour /Meeting with City Council, 8/25
South Beach Staff Meeting, 9/06
Commercial Fishing User’s Group Meeting, 9/06
Commercial Marina Staff Meeting, 9/20
MTSA Compliance Inspection NIT, 9/21
Historical Society Hillside Repair, 9/28

OVERVIEW DIROPS

Summary:

I am continuing to maintain the permits on the NIT. I am working through a minor permitting glitch between DSL and ACOE. The ACOE permit on the mitigation site for NIT dredging calls for a conservation easement, but the Port owns the property. There is currently no process in place with the state to put an easement on our own property, so they suggested that we recommend a deed restriction instead. ACOE asked that we first attempt to find a potential holder of an easement, and we are currently working on that search. Additionally, I established the contract for the Port Dock 5 Pier access and attended to the MILDRED C project, which is presented for approval.

Detail:

- **OSP Guardian:** The OSP enforcement vessel GUARDIAN is looking for a permanent home and has been for at least a year. The boat will need some security fencing as well as a singular point of access to the slip for security purposes. The potential Newport Fire Boat will likely come with similar security needs, and we are working right now to create a consolidated solution. The need for secured moorage for other government vessels will likely increase in the coming years.
- **Port Dock 5 Parking:** The Historical Society has booked Road and Driveway to repair the hillside at the Port Dock 5 parking lot on 28 August. We have notified users of the lot of the upcoming outage, which will last for 1-2 days, and we will use additional signage to let them know about the work when the date gets closer.
- **Port Dock 5 Pier Approach:** Submitted a contract for approval of ALT 2 30% engineering plans to be completed by OBEC Engineering.
- **Rogue:** Asphalt repairs are ready to go on the north side of the Rogue building; we are waiting on them to move some material out of the way to get started. We combined the patch in the parking lot with this project, but that hole was filled with gravel and covered with a construction plate.

International Terminal – Pete Zerr, Superintendent

Billable Services Performed this Period (August):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Forklift – 26 Hrs | <input checked="" type="checkbox"/> Moorage – 84 Days |
| <input checked="" type="checkbox"/> 30 Ton Hydraulic Crane – 19 Hrs | <input checked="" type="checkbox"/> Dock Tie Up – 111 Hrs |
| <input checked="" type="checkbox"/> Labor – 41 Hrs | <input checked="" type="checkbox"/> 120V power – 9 Days |
| <input checked="" type="checkbox"/> Other (Net Work) – 1 Days | <input checked="" type="checkbox"/> 208V power – 59 Days |

Special Projects:

Completed **In Progress** Had shop manager from Yaquina Boat Equipment come out to take a look at potential hoist modifications, staff report submitted.

Completed In Progress Updating Facility Security Plan.

Completed In Progress MTSA quarterly drill due before end of September. Working on drill scenario.

Completed In Progress Working on refurbishing older flatbed trailer that was sitting in FWT lot for years. Planning to use for new security fencing.

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

- Planning on adding security cameras at Terminal with Siuslaw Broadband in the near future, just waiting for scheduling confirmation.
- The Northwest National Marine Renewable Energy Center (NNMRC) has scheduled a site visit for the Terminal on 9/11/17
- Annual mobile Crane Certification & Service scheduled for 8/23/17
- PCSNW scheduled for dock piling cathodic protection annual maintenance on 9/11/17

Commercial Marina – Kent Gibson, Harbormaster

Billable Services Performed this Period:

Forklift – 95Hrs

Hoist Dock Crane(s) - 5Hrs

30 Ton Hydraulic Crane - Enter #.Hrs

Dock Tie Up – 189.25Hrs

Launch Tickets - Enter #. passes sold

Other (Labor) – 74.5Hrs

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

Completed InProgress

Replaced broken fiberglass section of Port Dock 3 ramp.

Completed InProgress

Repaired Bull rail at hoist dock from F/V Last Straw Damage

Completed InProgress

Replaced South side of dock 3 rub boards where needed

Installed a new hydraulic motor and coupling and rebuilt the pump on hoist 3 following a failure of the coupling. Kent Gibson fabricated a new bracket for the motor after finding the mounting bracket to be out of square, which may have caused the coupling to fail. Photo below:



NOAA MOC-P – Jim Durkee, Facility Manager

Special Projects:

- Completed In Progress NOAA Recreational Access. Still waiting for Billeter Marine to complete work elsewhere so they can begin this project.
- Completed In Progress NOAA 2017 Painting. RFQ was issued to contractors, published on website, and emailed to previous bidders. Walkthroughs were conducted with contractors. Bids received and tabulated and recommendation made to the commission for the reward of contract.

Other:

Vessels Using the Facility Since My Last Report – NOAA vessel Bell M. Shimada, OSP Guardian, USCG Fir, R/V Roger Revelle.

For 2017, 1088 passengers have crossed the bar on vessels using the NOAA wharf.

Office Occupancy Admin Building – 63 Work Stations Total, 45 Occupied Warehouse Bldg. – 23 Work Stations Total, 11 Occupied

Occupancy Rate – 65%

Continued with Annual Service and Inspections with Outside vendors including –

- Warehouse roll-up doors and openers – Overhead Door Co.
- Emergency Generator – Newport Diesel
- Boiler – Proctor Sales
- FM200 Fire Systems – Northwest Fire Suppression
- Automatic Transfer Switch(Part of the Emergency Power System) – VertivCo
- Battery Back-Up Systems – M.C. Dean

Made preparations for and cleaned up after Wild Seafood Night to Remember & NOAA Corps 100th Anniversary celebration with help from Chris Urbach and the South Beach crew.

S. Beach Marina & RV – Chris Urbach, Harbor Master

Billable Services Performed this Period:

☒Launch Tickets – 1443 passes sold

Special Projects:

Still working on quotes for f-dock fish tables.

Still need to get two more quotes for the R/V dump station.

Other:

The disaster preparedness drill went smoothly. The Port Mates and Newport Police volunteers did an excellent job of directing attendees and informing the public of the outage at the boat ramp.

Fixed underground sewer leak in the Roque Brewery parking lot.

Volunteer Work Crews- The Mates

- Performed crowd control and parking direction during the disaster preparedness drill
- Assisted with Oregon Sea Grant “Shop at the Dock” events