

**AMENDED PORT OF NEWPORT COMMISSION REGULAR MEETING**

Tuesday, April 25, 2023, 6:00 p.m.  
South Beach Activity Room  
2120 SE Marine Science Dr.  
Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the livestream of this meeting on our website: <https://www.portofnewport.com/2023-04-25-commission-meetings-2023-april-25-2023-6-00-p-m>*

*Anyone interested in making public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, April 24, 2023: <https://www.portofnewport.com/2023-04-25-commission-meetings-2023-april-25-2023-6-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

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

**IV. Consent Calendar**

**2023**

- A. Minutes.....March 28.....Page 3
- B. Financial Reports.....Page 7
- C. Accounts Paid .....Page 25

**V. Old Business**

- A. First Public Hearing on Ordinance 2022-02 Regarding Code Changes – *Bretz* .....Page 28
- B. Approval of Grant Match Letter to MARAD – *Miranda* .....Page 31
- C. **Approval of DSL Submerged and Submersible Land Lease 62518-ML– *Miranda* .....Page 33**

**VI. New Business**

- A. Approval of Fiscal Year 23-24 Rates and Fees – *Brown* .....Page 62
- B. Approval of DOR Intergovernmental Agreement – *Brown*.....Page 80
- C. Approval of Bergerson Dredging Contract for NOAA – *Bretz* .....Page 85
- D. Approval of Purchase of Forklift for NIT – *Bretz* .....Page 103
- E. Approval of Purchase and Sale of Real Property (343 SW Bay Blvd) to Ocean's Edge, LLC– *Miranda*.....Page 105

**VII. Staff Reports**

- A. General Manager’s Report – *Miranda*.....Page 111
  - 1. Director of Finance and Business Services – *Brown* .....Page 119
    - March Occupancy Report.....Page 124
  - 2. Director of Operations – *Bretz* .....Page 125

**VIII. Commissioner Reports**

**IX. Calendar/Future Considerations 2023**

Next Commission Meeting.....May 23, 2023  
Memorial Day – Port Offices Closed.....May 29, 2023  
PNWA Summer Conference.....June 21-23, 2023  
Association of Pacific Ports Annual Conference.....August 13-16, 2023

**X. Public Comment**

**XI. Adjournment**

March 28, 2023  
6:03 P.M.  
Newport, OR

**PORT OF NEWPORT COMMISSION MINUTES**

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

The Port of Newport Commission met on the above date and time virtually via Microsoft Teams. In attendance were Commissioners Burke, Retherford, Chuck, and Lackey. Commissioner Sylvia arrived at 6:17 p.m. Also in attendance were General Manager Paula Miranda, Operations Director Aaron Bretz, PR Consultant Angela Nebel, Administrative Assistant Gloria Tucker, and Heather Mann, Midwater Trawlers Cooperative representative.

**PUBLIC COMMENT**

Mann thanked the Commission for writing and approving a resolution on offshore wind. She noted that started a cascade of other municipalities, counties, tribes, and ports to join, 17 from Brookings to Astoria. She stated the Bureau of Ocean Energy Management (BOEM) has not changed their process too much, even with all the input. She explained in response they used a special mapping tool, but only within the current call areas. She noted they have been asked to map the whole Oregon coast including waters deeper than 1300 meters. She indicated BOEM said they will not do that. She overviewed the Pacific Council's meeting on this issue. She added they passed a unanimous motion to recommend BOEM rescind the call areas and use the mapping tool to look at the whole coast.

Mann reported BOEM replied, regardless, they are moving forward. She stated she has taken this message all the way to the White House. She noted she is looking for letters to support the Pacific Council's recommendation. She explained those call areas were chosen without using the best available information. She indicated at the last Pacific Council meeting, the BOEM representative said it is not BOEM's job to avoid fishing conflicts. She added that was upsetting and alarming.

Mann requested the Commission send a follow up letter in support. Retherford confirmed with Mann she will talk to Governor Kotek next week on the issue. Mann added the Governor and her staff are well aware of what has happened.

Miranda stated while Commissioner Chuck and she were in Washington, DC, last week, meeting with federal legislators, they brought that up on a few occasions, and with Representative Val Hoyle. Mann added she met with her too, and she is supportive of maintaining the coastal economy and fishing industry.

**CONSENT CALENDAR**

MOTION was made by Chuck, seconded by Retherford, to approve the consent calendar as presented. The motion carried 4-0 in a voice vote.

**NEW BUSINESS**

**Employee Recognition.** Burke introduced the agenda item. Miranda reported the Port recently decided to recognize employees for their time on the job and wanted to recognize them

before the Commission. She stated Deanna Davis has been with Port for eight years, has worked in the Accounting Department, and also helps with the front desk. She noted she's one of the most senior people in Administration. She added Shannon Cronin has been with the Port for five years in Maintenance and works mainly at the Terminal.

Miranda presented their certificates. She indicated she feels bad this is being done online because staff would like to introduce them and thank them in person. She added she appreciates them and thanks them for their work.

## **STAFF REPORTS**

**General Manager.** Miranda reported Commissioner Chuck and she were in Washington, DC, last week for the annual Mission to Washington by Pacific Northwest Waterways Association (PNWA). She explained PNWA represents ports in Washington, Oregon, and Idaho and folks related to navigation and dams. She noted she met with legislators for two days and also other agencies, the Maritime Administration (MARAD), NOAA, and the Army Corps of Engineers. She indicated she appreciates PNWA and the lobbyist hired by Business Oregon. She added they have done an amazing job setting up meetings, including Representative Val Hoyle.

Miranda reported she requested direct funding for the RORO Dock project. She explained the Port request recently completed a report for NIT for the RORO Dock, estimating a \$657,000 cost. She noted the request is going through USDA community facilities program. She indicated the limit is up to 55 percent, but she asked on the Senate and House side for 50 percent since Senator Merkley's office advised that made the request more competitive. She added Representative Hoyle really wants to get this money for the Port.

Miranda reported without funding, in order to do the work, the Port would have to extend the work over two to three years, which costs more. She stated staff are also trying to get NOAA dredging changed to the summer, so there is less imposition on NOAA's vessels. She noted she got a letter of support from NOAA explaining the difficulty of dredging at that time. She indicated it doesn't seem like the Army Corps have a problem, but other agencies are involved. She added the Port hopes to get a variance soon.

Miranda reported the Port had a few emergencies at the RV Park Annex with water repairs, several hundred feet of line. She stated she feels like the Port is putting good money after bad, and staff really need to pursue a plan for replacement because this is becoming a problem every year. She noted as far as the Administration Building, occupancy has been postponed due to a supply issue. She indicated the building looks ready, but there is not electricity. She added the good news is parts are being shipped, and if it gets here in time, it will take about two weeks to install and get the inspection for certificate of occupancy. She explained then staff should be able to move in time for the next Commission meeting, and there will be two open houses, one for stakeholders and one for the general public. She added that will be announced by newspaper and Facebook.

Miranda reported there are still some pending change orders from the contractor. She noted she has a meeting with them tomorrow to get this figured out. She explained there are some disputes, and the architect is discussing some of those disputes. She stated those charges are beyond the contract expiration, and there is a chance if all agree, staff may come back for additional change. She indicated there may be a special meeting, but she will know more tomorrow. She added this whole delay imposes on everyone.

Miranda reported the Port Dock 7 plan is moving forward. She noted staff put out an announcement on the fishing pier replacement. She explained this is not a done deal, but the Port

is considering it for mitigation. She stated, at the end of the day, this will also be good for users of that side. She indicated the first meeting is scheduled for April 11. She added staff continue to work with the Army Corps on Commercial Marina dredging.

Miranda reported there may be some additional sampling for the Commercial Marina dredging project. She explained doing that now will give some more certainty. She stated that should be in tune with the budget. She noted there is still delay in dredging for the International Terminal. She indicated the Port didn't get any permits yet. She explained the cost for both dredging projects is quite costly, and doing both at the same time would be tough. She indicated the Port will start putting money aside for two or three years and then do the dredging at the Terminal. She added it's just maintenance dredging, which does not affect any of the vessels or users currently.

Miranda reported staff continue to work with folks needing space at NIT. She stated staff have been talking to PacWave and Georgia Pacific, who may bring some big equipment that needs to come through the Terminal. She noted the longshore has been included on those conversations. She indicated staff are still working with a logging company, but without equipment it is difficult to arrange. She added she applied for the Port Infrastructure Development Program (PIDP) grant again with MARAD for equipment.

Miranda reported, overall, finances are still looking good. She stated the budget is mostly put together, and once Mark Brown is back, the Budget Committee will get going. She explained there was House Bill 3382 that she was asked to testify for, related to dredging for ports, specifically those in estuaries, Newport, Astoria, and Coos Bay. She noted it has been difficult to get permits. She indicated Representative Gomberg was one of the sponsors for this bill. She added she did testify since this would help the Port, but she doesn't think it will pass.

Miranda reported she brought up problems with ODFW changing dates, and DLCD and adding Goal 16 issues. She stated the Commission may have heard from some folks about herring fishing. She explained the Port had a lot of recreational herring fishing going on, and this year the Port has been very serious about letting folks know they can't fish off the docks. She noted folks moved about 700-800 people from the docks. She indicated this is a hazard for the fishermen and the Port in general. She added it has not been once or twice that the Port has been sued from people tripping and falling.

Miranda reported she listed the Oregon statute that allows the ports to manage their properties to make them safe and help commerce. She noted the Port has a duty to protect the fishermen and other users, so folks don't sue, and no one gets hurt. She stated she knows there is a gentleman who sent an email complaining about the staff making up rules. She explained this is a gentleman who had overstayed at the RV Park, and a former employee allowed him to stay over six months. She emphasized this is a recreational facility, not residential facility, and there are rules to follow. She indicated staff are trying to do better management of the facilities. She added this is a recreational facility, and no one is allowed to stay longer than six months.

Sylvia confirmed with staff the docks have no fishing signs. He stated he is confused by exactly what the House Bill would do to allow more efficient dredging or activities. Miranda replied ports still have to follow all the federal rules, but this House Bill takes away the imposition Goal 16 has created and additional hoops. She explained a prime example is the issue with herring in the bay and dredging. She noted berths were built for maritime use, and the Port should be able to dredge for that commerce use, but there are delays and denials. Sylvia asked how is that speeded up, what are the precise steps to take. Miranda replied what slows ports down are the state agencies; they are not working in sync.

Burke stated it sounds like the bill will not pass. He asked if it would get agencies talking with each other. Miranda replied it has opened the doors for conversation, other folks who are interested want to understand the problems.

Retherford emphasized the importance of checking out the links in Mann's letter. She encouraged the support letter be given some consideration. Lackey agreed with Retherford. He stated the process and call areas have been a little shocking. He thanked Miranda for her complete report.

Retherford thanked Chuck for taking time and effort to go to Washington, DC. She noted it is a huge task. Miranda added he has been a great help in Washington, DC. Burke asked in the best-case scenario, when can the Port do RV Park Annex planning. Miranda replied staff will start ASAP, but the RFP is based on the budget. She indicated it may be after July 1. She added she is hoping to get a little bit of money from Business Oregon. Bretz stated the Port has to be careful about putting the RFP out. He noted the Port did this about four years ago but didn't have the funding. He added the Port is going to shoot itself in the foot for interested firms if not everything is ready to go.

### **COMMISSIONER REPORTS**

Chuck reported on his attendance to PNWA's Mission to Washington. He stated everyone agreed the Harbor Maintenance Tax Trust Fund should be fully spent. He noted all that money funded dredging and jetty replacements for coastal ports, and if that money is taken somewhere else that hurts everyone. He indicated MARAD gave a good presentation. He added they are starting to recognize fish landings.

Chuck reported dredging and projects are an issue for all ports. He stated the most disheartening aspect is all the permit agencies are looking at delays. He explained the regulatory agencies are short of staff, still have a lot of remote work, and have increased standards but no increase in funding. He indicated they expect a landslide of applications from the American Rescue Plan. He thanked Rogue for sponsoring Taste of the Pacific Northwest. He added the port caucus went well.

Chuck reported small ports are advocating for fairer grant matrices, 25-50 jobs in Brookings doesn't compete with 1,000 jobs in Seattle. He noted there is concern about the upcoming budget freeze. Burke asked if there was any bright light about permits. Chuck replied there is some light, they are getting staffed up. Miranda replied every legislator recognized there is an issue with not enough employees. She also thanked Rogue. She added she hopes next year there can be some good seafood from the area. She thanked Representative Gomberg, the Economic Development Alliance of Lincoln County, and Heather Mann for so quickly providing support letters for the RORO Dock.

Chuck added the celebration of life for Michele Eder is April 22 at Hatfield.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 6:58 p.m.



PON BALANCE SHEET

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

General Operating Fund

All amounts are in USD.

Description Balance

**Assets**

**Current Assets**

Cash Deposits	2,678,270.36
Cash on hand - Petty Cash	604.34
Cash on hand - Cash Drawers	825.00
Accounts Receivable	964,856.60
Allowance for Bad Debt	(30,000.00)
Interfund Activity Receivable	125,930.14
Prepaid Expenses	440,358.37

**Total Current Assets 4,180,844.81**

**TOTAL FIXED ASSETS 48,715,825.75**

**Deferred Outflows of Resources**

Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	(1,686,429.00)
PERS Deferred Outflow	910,586.00

**Deferred Outflows of Resources,  
Total (775,843.00)**

**TOTAL ASSETS 52,120,827.56**

**LIABILITIES**

**Current Liabilities**

Accounts Payable	792,239.14
Credit Cards Payable	(18,819.46)
Accrued Lodging Taxes	(2,811.38)
Unclaimed Property	6,357.58
Interfund Activity Payable	640,165.17
Payroll Payable	45,857.91
Compensated Absences	71,030.89
Accrued Payroll Taxes	200,078.02
Retirement Withholdings Payable	146,077.88
Garnishment Withholdings Payable	(197.67)
Benefit Deductions Payable	58,990.79
Accrued Interest	12,564.00
Deferred Revenue	601,406.92
Current Portion - Notes Payable	326,191.00
Current Portion - Bonds Payable	224,900.00

**Total Current Liabilities 3,104,030.79**

**Non-current Liabilities**

Long-term Debt	5,395,291.31
Less Current Portion - Long-term Debt	(551,191.00)
Bond Premiums	77,397.55

**Total Non-current Liabilities 4,921,497.86**



PON BALANCE SHEET

4/17/2023  
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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

Fund Filter: 100

All amounts are in USD.

Description	Balance
Deferred Inflows of Resources	219,726.00
<b>Total Liabilities</b>	<b>8,245,254.65</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,140,000.00
Committed Fund Balance	667,000.00
Unrestricted Fund Balance	35,053,893.95
Contributed Capital	7,130,788.00
<b>Total Equity (Fund Balance)</b>	<b>43,994,804.83</b>
Retained Earnings	(4,393,930.47)
<b>Net Assets</b>	<b>43,875,572.91</b>
<b>Total Liabilities and Equity</b>	<b>52,120,827.56</b>





PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

General Operating Fund

All Departments

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	1,333,967.74	1,380,410.00	(46,442.26)
Moorage	3,235,813.27	3,303,021.72	(67,208.45)
Services	1,060,374.44	1,587,617.62	(527,243.18)
Shipping	4,729.28	28,812.00	(24,082.72)
RV Park Space Rentals	2,327,278.29	2,542,127.69	(214,849.40)
Fees	1,146,536.89	1,254,043.47	(107,506.58)
Property Tax Revenue	239,067.50	240,984.00	(1,916.50)
Discounts and Refunds	(84,282.96)	0.00	(84,282.96)
Miscellaneous Operating Revenue	286,697.86	79,025.08	207,672.78
<b>Total Operating Revenue</b>	<b>9,550,182.31</b>	<b>10,416,041.58</b>	<b>(865,859.27)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	3,684,224.13	4,317,484.56	(633,260.43)
Materials, Services	6,714,516.35	7,950,950.29	(1,236,433.94)
Less Depreciation	(2,860,312.83)	0.00	(2,860,312.83)
Total Materials and Services	3,854,203.52	7,950,950.29	(4,096,746.77)
<b>Total Operating Expenses</b>	<b>7,538,427.65</b>	<b>12,268,434.85</b>	<b>(4,730,007.20)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>2,011,754.66</b>	<b>(1,852,393.27)</b>	<b>3,864,147.93</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>(1,418,988.35)</b>	<b>(5,133,011.00)</b>	<b>3,714,022.65</b>
Loans	1,659,020.71	1,808,000.00	(148,979.29)
Interest	27,623.83	3,375.01	24,248.82
Gain/Loss on Sale of Assets	1,074.48	0.00	1,074.48
Transfers In from Other Funds	0.00	4,678,597.18	(4,678,597.18)
Miscellaneous Non-operating Revenue	203,338.28	0.00	203,338.28
<b>Total Non-operating Revenues</b>	<b>3,310,045.65</b>	<b>11,622,983.19</b>	<b>(8,312,937.54)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	1,286,146.16	2,426,086.00	(1,139,939.84)
Capital Outlays	5,459,455.79	12,336,271.00	(6,876,815.21)
Transfers Out to Other Funds	109,816.00	100,000.00	9,816.00
<b>Total Non-Operating Expenses</b>	<b>6,855,417.95</b>	<b>14,862,357.00</b>	<b>(8,006,939.05)</b>
<b>Non-Operating Income (Loss)</b>	<b>(3,545,372.30)</b>	<b>(3,239,373.81)</b>	<b>(305,998.49)</b>
<b>Net Income (Loss)</b>	<b>(1,533,617.64)</b>	<b>(5,091,767.08)</b>	<b>3,558,149.44</b>
<b>Non Budget Expenditures</b>			
Overhead Cost Allocation	67,809.44	0.00	67,809.44
Depreciation	2,860,312.83	0.00	2,860,312.83



## PON Summary Inc Statement

4/17/2023

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MBROWN

Period: 07/01/22..03/31/23

### Port of Newport

Fiscal Start Date: 07/01/22

Fund Filter: 100

All amounts are in USD.

Description	Actual	Budget	Variance
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PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22  
Administration Department

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	783.72	0.00	783.72
Property Tax Revenue	123,853.30	125,000.00	(1,146.70)
Miscellaneous Operating Revenue	1,333.32	3,000.01	(1,666.69)
<b>Total Operating Revenue</b>	<b>125,970.34</b>	<b>128,000.01</b>	<b>(2,029.67)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	640,432.38	738,295.56	(97,863.18)
Materials, Services	876,261.01	886,912.93	(10,651.92)
Less Depreciation	(445,566.04)	0.00	(445,566.04)
Total Materials and Services	430,694.97	886,912.93	(456,217.96)
<b>Total Operating Expenses</b>	<b>1,071,127.35</b>	<b>1,625,208.49</b>	<b>(554,081.14)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(945,157.01)</b>	<b>(1,497,208.48)</b>	<b>552,051.47</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Loans	960,205.00	1,808,000.00	(847,795.00)
Interest	10,851.42	1,875.01	8,976.41
Transfers In from Other Funds	0.00	1,776,263.18	(1,776,263.18)
<b>Total Non-operating Revenues</b>	<b>971,056.42</b>	<b>3,586,138.19</b>	<b>(2,615,081.77)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	178,221.30	730,443.18	(552,221.88)
Capital Outlays	1,487,603.64	1,625,000.00	(137,396.36)
<b>Total Non-Operating Expenses</b>	<b>1,665,824.94</b>	<b>2,355,443.18</b>	<b>(689,618.24)</b>
<b>Non-Operating Income (Loss)</b>	<b>(694,768.52)</b>	<b>1,230,695.01</b>	<b>(1,925,463.53)</b>
<b>Net Income (Loss)</b>	<b>(1,639,925.53)</b>	<b>(266,513.47)</b>	<b>(1,373,412.06)</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	445,566.04	0.00	445,566.04



PON Summary Inc Statement

4/17/2023  
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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**International Terminal**

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	130,123.55	128,250.00	1,873.55
Moorage	78,733.87	173,786.22	(95,052.35)
Services	102,302.26	367,498.51	(265,196.25)
Shipping	2,175.10	0.00	2,175.10
Fees	115,614.97	0.00	115,614.97
Discounts and Refunds	1,193.19	0.00	1,193.19
Miscellaneous Operating Revenue	73,851.05	1,350.00	72,501.05
<b>Total Operating Revenue</b>	<b>503,993.99</b>	<b>670,884.73</b>	<b>(166,890.74)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	202,063.44	195,545.25	6,518.19
Materials, Services	764,186.62	902,844.86	(138,658.24)
Less Depreciation	(623,367.31)	0.00	(623,367.31)
Total Materials and Services	140,819.31	902,844.86	(762,025.55)
<b>Total Operating Expenses</b>	<b>342,882.75</b>	<b>1,098,390.11</b>	<b>(755,507.36)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>161,111.24</b>	<b>(427,505.38)</b>	<b>588,616.62</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0.00	(30,000.00)	30,000.00
<b>Total Non-operating Revenues</b>	<b>0.00</b>	<b>30,000.00</b>	<b>(30,000.00)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	109,998.98	94,683.05	15,315.93
Capital Outlays	69,602.89	2,868,174.00	(2,798,571.11)
<b>Total Non-Operating Expenses</b>	<b>179,601.87</b>	<b>2,962,857.05</b>	<b>(2,783,255.18)</b>
<b>Non-Operating Income (Loss)</b>	<b>(179,601.87)</b>	<b>(2,932,857.05)</b>	<b>2,753,255.18</b>
<b>Net Income (Loss)</b>	<b>(18,490.63)</b>	<b>(3,360,362.43)</b>	<b>3,341,871.80</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	623,367.31	0.00	623,367.31



PON Summary Inc Statement

4/17/2023  
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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

Commercial Marina

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	107,557.54	112,500.00	(4,942.46)
Moorage	319,161.13	479,110.50	(159,949.37)
Services	301,546.48	366,055.51	(64,509.03)
Shipping	4,729.28	0.00	4,729.28
Fees	177,020.51	0.00	177,020.51
Discounts and Refunds	(2,728.05)	0.00	(2,728.05)
Miscellaneous Operating Revenue	8,597.06	25,050.01	(16,452.95)
<b>Total Operating Revenue</b>	<b>915,883.95</b>	<b>982,716.02</b>	<b>(66,832.07)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	328,139.27	436,512.01	(108,372.74)
Materials, Services	404,869.44	1,183,499.99	(778,630.55)
Less Depreciation	(57,503.67)	0.00	(57,503.67)
Total Materials and Services	347,365.77	1,183,499.99	(836,134.22)
<b>Total Operating Expenses</b>	<b>675,505.04</b>	<b>1,620,012.00</b>	<b>(944,506.96)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>240,378.91</b>	<b>(637,295.98)</b>	<b>877,674.89</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0.00	(322,500.00)	322,500.00
<b>Total Non-operating Revenues</b>	<b>0.00</b>	<b>322,500.00</b>	<b>(322,500.00)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	659.55	659.55	0.00
Capital Outlays	133,803.80	20,000.00	113,803.80
<b>Total Non-Operating Expenses</b>	<b>134,463.35</b>	<b>20,659.55</b>	<b>113,803.80</b>
<b>Non-Operating Income (Loss)</b>	<b>(134,463.35)</b>	<b>301,840.45</b>	<b>(436,303.80)</b>
<b>Net Income (Loss)</b>	<b>105,915.56</b>	<b>(335,455.53)</b>	<b>441,371.09</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	57,503.67	0.00	57,503.67



PON Summary Inc Statement

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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

South Beach

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	360,004.17	346,500.00	13,504.17
Moorage	1,195,759.97	931,875.00	263,884.97
Services	531.45	22,957.60	(22,426.15)
RV Park Space Rentals	1,009,895.49	1,283,627.69	(273,732.20)
Fees	228,413.51	107,142.00	121,271.51
Discounts and Refunds	(4,037.34)	0.00	(4,037.34)
Miscellaneous Operating Revenue	19,508.04	49,125.06	(29,617.02)
<b>Total Operating Revenue</b>	<b>2,810,075.29</b>	<b>2,741,227.35</b>	<b>68,847.94</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	464,680.35	574,293.74	(109,613.39)
Materials, Services	1,002,081.71	1,022,377.51	(20,295.80)
Less Depreciation	(201,355.34)	0.00	(201,355.34)
Total Materials and Services	800,726.37	1,022,377.51	(221,651.14)
<b>Total Operating Expenses</b>	<b>1,265,406.72</b>	<b>1,596,671.25</b>	<b>(331,264.53)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>1,544,668.57</b>	<b>1,144,556.10</b>	<b>400,112.47</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	(1,156,484.00)	(4,164,149.00)	3,007,665.00
Loans	(979.29)	0.00	(979.29)
<b>Total Non-operating Revenues</b>	<b>1,155,504.71</b>	<b>4,164,149.00</b>	<b>(3,008,644.29)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	250,730.22	250,730.22	0.00
Capital Outlays	23,200.15	2,961,097.00	(2,937,896.85)
<b>Total Non-Operating Expenses</b>	<b>273,930.37</b>	<b>3,211,827.22</b>	<b>(2,937,896.85)</b>
<b>Non-Operating Income (Loss)</b>	<b>881,574.34</b>	<b>952,321.78</b>	<b>(70,747.44)</b>
<b>Net Income (Loss)</b>	<b>2,426,242.91</b>	<b>2,096,877.88</b>	<b>329,365.03</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	201,355.34	0.00	201,355.34



PON BALANCE SHEET

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**NOAA Lease Revenue Fund**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	3,319,385.23
Accounts Receivable	644,312.19
Interfund Activity Receivable	204,562.21
Prepaid Expenses	63,581.06
<b>Total Current Assets</b>	<b>4,231,840.69</b>
<b>TOTAL FIXED ASSETS</b>	<b>20,669,356.71</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	(45,954.00)
PERS NPA(L)	(54,658.00)
PERS Deferred Outflow	13,824.00
<b>Deferred Outflows of Resources, Total</b>	<b>(86,788.00)</b>
<b>TOTAL ASSETS</b>	<b>24,814,409.40</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	(465,387.19)
Interfund Activity Payable	398,056.60
Compensated Absences	13,657.27
Accrued Payroll Taxes	770.09
Retirement Withholdings Payable	2,154.62
Benefit Deductions Payable	1,852.48
Accrued Interest	166,062.00
Current Portion - Bonds Payable	1,350,000.00
<b>Total Current Liabilities</b>	<b>1,467,165.87</b>
<b>Non-current Liabilities</b>	
Long-term Debt	13,895,000.00
Less Current Portion - Long-term Debt	(30,000.00)
Bond Premiums	(1,320,000.00)
<b>Total Non-current Liabilities</b>	<b>12,545,000.00</b>
Deferred Inflows of Resources	11,565.00
<b>Total Liabilities</b>	<b>14,023,730.87</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	3,987,491.61
Committed Fund Balance	(1,793,770.61)
Unrestricted Fund Balance	7,947,069.21
<b>Total Equity (Fund Balance)</b>	<b>10,140,790.21</b>
Retained Earnings	(2,076,182.96)
<b>Net Assets</b>	<b>10,790,678.53</b>
<b>Total Liabilities and Equity</b>	<b>24,814,409.40</b>



PON Summary Inc Statement

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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**NOAA Lease Revenue Fund**

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	1,945,341.59	1,929,643.47	15,698.12
Discounts and Refunds	60.00	0.00	60.00
Miscellaneous Operating Revenue	2,000.72	0.00	2,000.72
<b>Total Operating Revenue</b>	<b>1,947,402.31</b>	<b>1,929,643.47</b>	<b>17,758.84</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	192,222.76	163,851.75	28,371.01
Materials, Services	2,931,103.19	1,032,285.31	1,898,817.88
Less Depreciation	(2,415,252.88)	0.00	(2,415,252.88)
Total Materials and Services	515,850.31	1,032,285.31	(516,435.00)
<b>Total Operating Expenses</b>	<b>708,073.07</b>	<b>1,196,137.06</b>	<b>(488,063.99)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>1,239,329.24</b>	<b>733,506.41</b>	<b>505,822.83</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	35,319.78	4,500.00	30,819.78
Miscellaneous Non-operating Revenue	20.56	0.00	20.56
<b>Total Non-operating Revenues</b>	<b>35,340.34</b>	<b>4,500.00</b>	<b>30,840.34</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	1,563,181.40	1,760,800.00	(197,618.60)
Capital Outlays	101,883.04	40,000.00	61,883.04
Transfers Out to Other Funds	0.00	240,035.00	(240,035.00)
<b>Total Non-Operating Expenses</b>	<b>1,665,064.40</b>	<b>2,040,835.00</b>	<b>(375,770.56)</b>
<b>Non-Operating Income (Loss)</b>	<b>(1,629,724.06)</b>	<b>(2,036,335.00)</b>	<b>(406,610.90)</b>
<b>Net Income (Loss)</b>	<b>(390,394.82)</b>	<b>(1,302,828.59)</b>	<b>(912,443.73)</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	(2,712.76)	0.00	(2,712.76)
Depreciation	2,415,252.88	0.00	2,415,252.88





PON BALANCE SHEET

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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**NOAA Capital Reserve Fund**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	1,714,614.91
Interfund Activity Receivable	533,181.32
<b>Total Current Assets</b>	<b>2,247,796.23</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>2,247,796.23</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	7,543.35
Accrued Payroll Taxes	238.77
Retirement Withholdings Payable	386.00
<b>Total Current Liabilities</b>	<b>8,168.12</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>8,168.12</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	2,224,706.37
<b>Total Equity (Fund Balance)</b>	<b>2,224,706.37</b>
Retained Earnings	14,921.74
<b>Net Assets</b>	<b>2,239,628.11</b>
<b>Total Liabilities and Equity</b>	<b>2,247,796.23</b>



PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**NOAA Capital Reserve Fund**

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	3,105.49	0.00	3,105.49
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>3,105.49</b>	<b>0.00</b>	<b>3,105.49</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(3,105.49)</b>	<b>0.00</b>	<b>(3,105.49)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	18,027.23	11,249.97	6,777.26
Transfers In from Other Funds	0.00	(2,003,409.00)	2,003,409.00
<b>Total Non-operating Revenues</b>	<b>18,027.23</b>	<b>(1,992,159.03)</b>	<b>2,010,186.26</b>
<b>NON-OPERATING EXPENSES</b>			
Transfers Out to Other Funds	0.00	818,132.00	(818,132.00)
<b>Total Non-Operating Expenses</b>	<b>0.00</b>	<b>818,132.00</b>	<b>(818,132.00)</b>
<b>Non-Operating Income (Loss)</b>	<b>18,027.23</b>	<b>(2,810,291.03)</b>	<b>2,828,318.26</b>
<b>Net Income (Loss)</b>	<b>14,921.74</b>	<b>(2,810,291.03)</b>	<b>2,825,212.77</b>
<hr/> <hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

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MBROWN

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**Bonded Debt Fund**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	275,134.29
Accounts Receivable	103,295.59
Interfund Activity Receivable	(54,591.05)
<b>Total Current Assets</b>	<b>323,838.83</b>
<b>TOTAL FIXED ASSETS</b>	<b>146,742.00</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	589,289.64
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>589,289.64</b>
<b>TOTAL ASSETS</b>	<b>1,059,870.47</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	(17,616.73)
Accrued Interest	295,000.00
Current Portion - Bonds Payable	125,000.00
<b>Total Current Liabilities</b>	<b>402,383.27</b>
<b>Non-current Liabilities</b>	
Long-term Debt	11,235,000.25
Less Current Portion - Long-term Debt	(420,000.00)
Bond Premiums	(88,074.00)
<b>Total Non-current Liabilities</b>	<b>10,726,926.25</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>11,129,309.52</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	(11,251,906.05)
Unrestricted Fund Balance	999,912.88
<b>Total Equity (Fund Balance)</b>	<b>(10,251,993.17)</b>
Retained Earnings	182,554.12
<b>Net Assets</b>	<b>(10,069,439.05)</b>
<b>Total Liabilities and Equity</b>	<b>1,059,870.47</b>



PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**Bonded Debt Fund**

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Property Tax Revenue	801,793.02	929,609.00	(127,815.98)
<b>Total Operating Revenue</b>	<b>801,793.02</b>	<b>929,609.00</b>	<b>(127,815.98)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>801,793.02</b>	<b>929,609.00</b>	<b>(127,815.98)</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	3,154.38	112.51	3,041.87
<b>Total Non-operating Revenues</b>	<b>3,154.38</b>	<b>112.51</b>	<b>3,041.87</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	622,393.28	1,448,270.00	(825,876.72)
<b>Total Non-Operating Expenses</b>	<b>622,393.28</b>	<b>1,448,270.00</b>	<b>(825,876.72)</b>
<b>Non-Operating Income (Loss)</b>	<b>(619,238.90)</b>	<b>(1,448,157.49)</b>	<b>828,918.59</b>
<b>Net Income (Loss)</b>	<b>182,554.12</b>	<b>(518,548.49)</b>	<b>701,102.61</b>
<b>Non Budget Expenditures</b>			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**Construction Fund**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	13,112.95
Interfund Activity Receivable	16.75
<b>Total Current Assets</b>	<b>13,129.70</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>13,129.70</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	16.75
<b>Total Current Liabilities</b>	<b>16.75</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>16.75</b>
<b>Equity (Fund Balance)</b>	
Unrestricted Fund Balance	13,071.18
<b>Total Equity (Fund Balance)</b>	<b>13,071.18</b>
Retained Earnings	41.77
<b>Net Assets</b>	<b>13,112.95</b>
<b>Total Liabilities and Equity</b>	<b>13,129.70</b>



PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22  
Construction Fund

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Loans	0.00	1,920,000.00	(1,920,000.00)
Interest	41.77	(10.00)	51.77
<b>Total Non-operating Revenues</b>	<b>41.77</b>	<b>1,919,990.00</b>	<b>(1,919,948.23)</b>
<b>NON-OPERATING EXPENSES</b>			
Contingency	0.00	30,452.00	(30,452.00)
Transfers Out to Other Funds	0.00	1,920,000.00	(1,920,000.00)
<b>Total Non-Operating Expenses</b>	<b>0.00</b>	<b>1,950,452.00</b>	<b>(1,950,452.00)</b>
<b>Non-Operating Income (Loss)</b>	<b>41.77</b>	<b>(30,462.00)</b>	<b>30,503.77</b>
<b>Net Income (Loss)</b>	<b>41.77</b>	<b>(30,462.00)</b>	<b>30,503.77</b>
<b>Non Budget Expenditures</b>			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**Facilities Maintenance Fund**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	484,380.10
Interfund Activity Receivable	1,194.18
<b>Total Current Assets</b>	<b>485,574.28</b>
<b>Deferred Outflows of Resources</b>	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Deferred Outflows of Resources, Total</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>485,574.28</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	1,194.18
<b>Total Current Liabilities</b>	<b>1,194.18</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>1,194.18</b>
<b>Equity (Fund Balance)</b>	
Assigned Fund Balance	475,911.12
Unrestricted Fund Balance	2,305.74
<b>Total Equity (Fund Balance)</b>	<b>478,216.86</b>
Retained Earnings	6,163.24
<b>Net Assets</b>	<b>484,380.10</b>
<b>Total Liabilities and Equity</b>	<b>485,574.28</b>



PON Summary Inc Statement

Period: 07/01/22..03/31/23

Port of Newport

Fiscal Start Date: 07/01/22

**Facilities Maintenance Fund**

All amounts are in USD.

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
<b>Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Interest	6,163.24	374.99	5,788.25
Transfers In from Other Funds	0.00	600,000.00	(600,000.00)
<b>Total Non-operating Revenues</b>	<b>6,163.24</b>	<b>600,374.99</b>	<b>(594,211.75)</b>
<b>NON-OPERATING EXPENSES</b>			
Transfers Out to Other Funds	0.00	843,650.00	(843,650.00)
<b>Total Non-Operating Expenses</b>	<b>0.00</b>	<b>843,650.00</b>	<b>(843,650.00)</b>
<b>Non-Operating Income (Loss)</b>	<b>6,163.24</b>	<b>(243,275.01)</b>	<b>249,438.25</b>
<b>Net Income (Loss)</b>	<b>6,163.24</b>	<b>(243,275.01)</b>	<b>249,438.25</b>
<hr/> <hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



Posting Date	Document Type	Document No.	Vendor Name	Description	External Document No.	Line Funds	Department Code	Credit Amount
3/24/2023	Invoice	PPI01814	Glasdon, Inc	Order PO00533 1611		100		1,176.00
3/15/2023	Invoice	PPI01731	Joe Rock	Vend#: V01660 OVERPAYMENT		100		1,224.13
3/15/2023	Invoice	PPI01728	Surf Town Coffee	Order PO00495 8600		100		180.00
3/6/2023	Invoice	PPI01656	Deanna Davis	Vend#: V01630 REIMBURSEMENT 2/15/23		100		49.98
3/6/2023	Invoice	PPI01654	Doug Williams	Vend#: V01620 REIMBURSEMENT 3/6/2023		100		119.99
3/3/2023	Invoice	PPI01639	Jennifer Swenson	Vend#: V01610 FINAL		100		331.17
3/3/2023	Invoice	PPI01638	Susan Taylor	Vend#: V01600 MILEAGE REIMBURSEMENT		100		30.37
3/1/2023	Invoice	PPI01607	Matheson Logistic	Order PO00453 36		100		2,568.20
3/10/2023	Invoice	PPI01727	Stutzman & Kropf	Order PO00486 16089		100		2,875.00
3/8/2023	Invoice	PPI01685	Civil West Enginee	Vend#: V01170 2204.254.005		100		182.00
3/29/2023	Invoice	PPI01785	Port's Contracting	Order PO00548 699		100		12,500.00
3/27/2023	Invoice	PPI01786	Port's Contracting	Order PO00537 698		100		12,500.00
3/23/2023	Invoice	PPI01865	KPFF	Vend#: V00970 462497		100		5,400.00
3/13/2023	Invoice	PPI01705	KPFF	Vend#: V00970 459893		100		17,909.33
3/6/2023	Invoice	PPI01655	Andrew Meats	Vend#: V00670 REIMBURSEMENT 3/3/2023		100		94.99
3/15/2023	Invoice	PPI01741	Gloria Tucker	Vend#: V00650 3/15/2023		100		38.00
3/8/2023	Invoice	PPI01664	Gloria Tucker	Vend#: V00650 REIMBURSEMENT 3/7/23		100		194.60
3/31/2023	Invoice	PPI01881	Windcave	Vend#: V00450 2192202		100		175.00
3/6/2023	Invoice	PPI01650	Windcave	Vend#: V00450 2170487		100		175.00
3/31/2023	Invoice	PPI01830	Baldwin General C	Vend#: V00440 15		100		28,500.00
3/15/2023	Invoice	PPI01739	MASA	Vend#: V00430 1488160		100		168.00
3/10/2023	Invoice	PPI01724	Newport Fab Sho	Order PO00484 1173		100		3,000.00
3/2/2023	Invoice	PPI01684	Wiggins Hauling V	Order PO00458 2890		100	500	2,000.00
3/20/2023	Invoice	PPI01749	Washington State	Vend#: V00369 PPE 20230315		100		136.00
3/3/2023	Invoice	PPI01642	Washington State	Vend#: V00369 PPE 02/28/2023		100		136.00
3/20/2023	Invoice	PPI01748	VOYA-OREGON S	Vend#: V00366 PPE 20230315 ROTH		100		525.00
3/20/2023	Invoice	PPI01747	VOYA-OREGON S	Vend#: V00366 PPE 20230315		100		630.00
3/3/2023	Invoice	PPI01641	VOYA-OREGON S	Vend#: V00366 PPE 02/28/2023		100		1,155.00
3/23/2023	Invoice	PPI01752	Verizon Wireless	Vend#: V00361 9929945223		100		530.15
3/23/2023	Invoice	PPI01779	Valley Fire Contro	Order PO00521 106522		100		554.00
3/23/2023	Invoice	PPI01778	Valley Fire Contro	Order PO00519 106521		100	300	413.00
3/13/2023	Invoice	PPI01730	ULINE	Order PO00489 84368944		100		726.63
3/6/2023	Invoice	PPI01774	ULINE	Order PO00470 160776944		100		966.99
3/24/2023	Invoice	PPI01822	TWGW Inc NAPA ,	Order PO00532 019161		100		179.15
3/16/2023	Invoice	PPI01777	TWGW Inc NAPA ,	Order PO00505 017633		100	500	29.47
3/29/2023	Invoice	PPI01821	Toyota Lift Northv	Order PO00550 74000925		100		2,658.65
3/31/2023	Invoice	PPI01887	Thompson's Sanit	Vend#: V00336 12058-MARCH 22023		100		1,472.71
3/31/2023	Invoice	PPI01886	Thompson's Sanit	Vend#: V00336 13499-032023		100		3,331.11
3/8/2023	Invoice	PPI01663	Thompson's Sanit	Vend#: V00336 12514 202302		100		3,649.65
3/8/2023	Invoice	PPI01662	Thompson's Sanit	Vend#: V00336 12058 2023 02		100		1,189.34
3/8/2023	Invoice	PPI01661	Thompson's Sanit	Vend#: V00336 22644 202302		100		686.27
3/8/2023	Invoice	PPI01660	Thompson's Sanit	Vend#: V00336 13499 2023/02		100		2,534.17
3/2/2023	Invoice	PPI01616	TCB Security Servi	Vend#: V00333 242960		100		12,821.00
3/25/2023	Invoice	PPI01852	T & L Septic & Che	Vend#: V00331 161101		100		340.00
3/9/2023	Invoice	PPI01729	T & L Septic & Che	Order PO00478 170579		100	500	450.00
3/2/2023	Invoice	PPI01632	T & L Septic & Che	Vend#: V00331 160769		100		85.00
3/2/2023	Invoice	PPI01631	T & L Septic & Che	Vend#: V00331 160768		100		85.00
3/2/2023	Invoice	PPI01630	T & L Septic & Che	Vend#: V00331 160767		100		85.00
3/2/2023	Invoice	PPI01629	T & L Septic & Che	Vend#: V00331 160766		100		85.00
3/2/2023	Invoice	PPI01628	T & L Septic & Che	Vend#: V00331 160765		100		400.00
3/2/2023	Invoice	PPI01627	T & L Septic & Che	Vend#: V00331 160764		100		340.00
3/8/2023	Invoice	PPI01689	Suburban Propan	Vend#: V00327 169170		100		730.73
3/8/2023	Invoice	PPI01688	Suburban Propan	Vend#: V00327 168965		100		131.90
3/8/2023	Invoice	PPI01687	Suburban Propan	Vend#: V00327 169034		100		236.04
3/2/2023	Invoice	PPI01633	Streamline	Vend#: V00326 AC7COFE6-0028		100		450.00
3/23/2023	Invoice	PPI01866	Staples Advantage	Order PO00525 3534292030		100		28.62
3/15/2023	Invoice	PPI01867	Staples Advantage	Order PO00498 3534292028		100		81.52
3/13/2023	Invoice	PPI01868	Staples Advantage	Order PO00488 3534292026		100		36.70
3/28/2023	Invoice	PPI01850	Spiro Landscapes	Vend#: V00319 00027929		100		460.00
3/28/2023	Invoice	PPI01849	Spiro Landscapes	Vend#: V00319 00027930		100		990.00
3/6/2023	Invoice	PPI01658	Spiro Landscapes	Vend#: V00319 00027853		100		460.00
3/6/2023	Invoice	PPI01657	Spiro Landscapes	Vend#: V00319 00027854		100		990.00
3/9/2023	Invoice	PPI01694	Special Districts In	Vend#: V00318 16278 202303		100		23,786.35
3/2/2023	Invoice	PPI01634	Special Districts A	Vend#: V00317 012023-0038		100		315.00
3/6/2023	Invoice	PPI01652	Sierra Springs	Vend#: V00313 21798087 030423		100		42.20
3/6/2023	Invoice	PPI01651	Sierra Springs	Vend#: V00313 22502915 030423		100		84.40
3/3/2023	Invoice	PPI01683	Sherwin-Williams	Order PO00462 5027-9		100	500	173.71
3/8/2023	Invoice	PPI01682	Schiewe Marine S	Order PO00473 6672		100		284.00
3/15/2023	Invoice	PPI01740	Rondys Inc dba Ya	Vend#: V00299 LEASE PAYMENT		100		8,000.00
3/21/2023	Invoice	PPI01927	Road & Driveway	Order PO00515 0029433-IN		100	300	366.20
3/27/2023	Invoice	PPI01820	Rau Plumbing Inc	Order PO00539 39078		100		162.50
3/9/2023	Invoice	PPI01691	Quadient Finance	Vend#: V00291 8887 2023/02		100		600.00
3/24/2023	Invoice	PPI01783	Platt Electric Supp	Vend#: V00284 3U09421.		100		48.29

3/17/2023 Invoice	PPI01771	Platt Electric Supp Order P0005073U16229	100		697.37
3/16/2023 Invoice	PPI01817	Platt Electric Supp Order P0005043U17881	100		62.37
3/15/2023 Invoice	PPI01776	Platt Electric Supp Order P0004993U09421	100	500	47.60
3/15/2023 Invoice	PPI01775	Platt Electric Supp Order P0005013U10743	100		457.03
3/15/2023 Invoice	PPI01773	Platt Electric Supp Order P0005023U11455	100	500	21.70
3/8/2023 Invoice	PPI01708	Platt Electric Supp Order P0004743T61336	100	500	448.10
3/8/2023 Invoice	PPI01707	Platt Electric Supp Order P0004743T52662	100	500	182.40
3/10/2023 Invoice	PPI01726	Pioneer Printing Ir Order P00048580420	100		157.90
3/6/2023 Invoice	PPI01649	Pioneer Connect Vend#: V00282 115083 2023 030	100		41.76
3/6/2023 Invoice	PPI01648	Pioneer Connect Vend#: V00282 159375 2023 03	100		181.22
3/13/2023 Invoice	PPI01725	Petroleum Compli Order P0004872849	100		1,220.00
3/23/2023 Invoice	PPI01924	Papé Material Har Order P0005268934433	100	500	154.32
3/20/2023 Invoice	PPI01871	Pacific Source Adr Vend#: V00272 P02559 2023 03	100		135.00
3/2/2023 Invoice	PPI01635	Pacific Source Adr Vend#: V00272 P02559 02/20/23	100		135.00
3/22/2023 Invoice	PPI01840	Pacific Habitat Ser Vend#: V00266 1-7391-06	100		801.00
3/2/2023 Invoice	PPI01626	Pacific Habitat Ser Vend#: V00266 1-4549-79	100		890.00
3/2/2023 Invoice	PPI01625	Pacific Habitat Ser Vend#: V00266 1-4549-80	100		660.00
3/2/2023 Invoice	PPI01624	Pacific Habitat Ser Vend#: V00266 1-7390-04	100		1,290.00
3/23/2023 Invoice	PPI01770	Pacific Digital Wor Order P00052326589	100		29.00
3/9/2023 Invoice	PPI01769	Pacific Coast Lock Order P00048311330	100	700	384.00
3/13/2023 Invoice	PPI01706	Orkin Vend#: V00260 241344861	100		75.00
3/17/2023 Invoice	PPI01744	OR Dept of Reven Vend#: V00254 PPE 3/15/2023	100		372.48
3/17/2023 Invoice	PPI01743	OR Dept of Reven Vend#: V00254 PPE 2/28/2023	100		372.48
3/17/2023 Invoice	PPI01742	OR Dept of Reven Vend#: V00254 PPE 02/15/2023	100		372.49
3/17/2023 Invoice	PPI01746	OR Dept of Justice Vend#: V00253 PPE 02/28/2023	100		50.00
3/17/2023 Invoice	PPI01745	OR Dept of Justice Vend#: V00253 PPE 02/15/2023	100		50.00
3/21/2023 Invoice	PPI01838	NW Natural Vend#: V00237 1584562-1 3/21/23	100		463.17
3/9/2023 Invoice	PPI01738	Northwest Parking Order P0004803/9/2023	100		195.71
3/1/2023 Invoice	PPI01680	Northwest Parking Order P0004572/28/2023	100		957.00
3/29/2023 Invoice	PPI01816	Newport Sign Sho Order P00055211809	100	300	408.00
3/28/2023 Invoice	PPI01869	Newport News Tir Order P000545INV 223589	100		175.00
3/3/2023 Invoice	PPI01899	Newport News Tir Order P000467INV219011	100		598.00
3/22/2023 Invoice	PPI01815	Newport Rental Si Order P000517152233	100		179.20
3/14/2023 Invoice	PPI01722	Newport Rental Si Order P000492151957	100	500	44.95
3/20/2023 Invoice	PPI01754	Mobile Modular, I Vend#: V00214 2399164	100		380.00
3/15/2023 Invoice	PPI01733	Mobile Modular, I Vend#: V00214 2395761	100		1,200.00
3/15/2023 Invoice	PPI01768	Mascott Equipme Order P000500569729	100		1,088.88
3/15/2023 Invoice	PPI01767	Mascott Equipme Order P000500569715	100		355.36
3/13/2023 Invoice	PPI01709	Mascott Equipme Vend#: V00202 565156	100		3,021.02
3/9/2023 Invoice	PPI01693	MacPherson, Gint Vend#: V00200 82646	100		2,856.25
3/8/2023 Invoice	PPI01690	Lincoln County Pu Vend#: V00194 6398	100		225.68
3/15/2023 Invoice	PPI01734	KOPIS Vend#: V00183 PCINV07686	100		13,305.95
3/8/2023 Invoice	PPI01666	KOPIS Vend#: V00183 PCINV07647	100		1,852.50
3/2/2023 Invoice	PPI01621	KOPIS Vend#: V00183 PCINV07520	100		11,880.00
3/24/2023 Invoice	PPI01823	Keller Supply Com Order P000535S021577351.001	100		210.90
3/21/2023 Invoice	PPI01750	Keller Supply Com Vend#: V00178 S021468839.003	100		1,598.82
3/15/2023 Invoice	PPI01732	Integrity Data Vend#: V00167 CB11372	100		588.00
3/2/2023 Invoice	PPI01619	Integrity Data Vend#: V00167 CB10447	100		1,180.95
3/3/2023 Invoice	PPI01678	Industrial Welding Order P00046600307156	100		335.75
3/2/2023 Invoice	PPI01620	Iconipro Security Vend#: V00162 42823	100		223.89
3/23/2023 Invoice	PPI01782	Hyak Vend#: V00161 MS SURFACE	100		938.99
3/13/2023 Invoice	PPI01704	Hyak Vend#: V00161 35724	100		1,760.00
3/13/2023 Invoice	PPI01703	Hyak Vend#: V00161 36192	100		938.99
3/2/2023 Invoice	PPI01618	Hyak Vend#: V00161 36039	100		6,753.00
3/2/2023 Invoice	PPI01617	Ground FX Landsc Vend#: V00152 33510	100		345.00
3/9/2023 Invoice	PPI01702	First Interstate Ba Vend#: V00135 3459 DM 202302.	100		185.75
3/9/2023 Invoice	PPI01701	First Interstate Ba Vend#: V00135 1335 PM 202302	100		2,316.10
3/9/2023 Invoice	PPI01700	First Interstate Ba Vend#: V00135 1343 AB 202302	100		3,007.01
3/9/2023 Invoice	PPI01698	First Interstate Ba Vend#: V00135 3459 DM 202302	100		185.75
3/9/2023 Invoice	PPI01697	First Interstate Ba Vend#: V00135 1350 MB 202302	100		718.39
3/9/2023 Invoice	PPI01696	First Interstate Ba Vend#: V00135 8643 GT 202302	100		254.01
3/9/2023 Invoice	PPI01695	First Interstate Ba Vend#: V00135 0302 KR 202302	100		251.93
3/23/2023 Invoice	PPI01813	Englund Marine Si Order P0005286424/6	100	300	40.08
3/23/2023 Invoice	PPI01812	Englund Marine Si Order P0005306440/6	100	500	563.29
3/23/2023 Invoice	PPI01811	Englund Marine Si Order P0005246414/6	100	300	135.61
3/23/2023 Invoice	PPI01810	Englund Marine Si Order P0005296439/6	100		1,259.80
3/14/2023 Invoice	PPI01714	Englund Marine Si Order P0004936130/6	100		812.15
3/9/2023 Invoice	PPI01719	Englund Marine Si Order P000482320100/6	100	500	150.86
3/8/2023 Invoice	PPI01676	Englund Marine Si Vend#: V00124 5187/6	100		167.40
3/2/2023 Invoice	PPI01677	Englund Marine Si Order P0004595733/6	100	300	570.46
3/1/2023 Invoice	PPI01603	Englund Marine Si Order P0004565723/6	100		115.76
3/15/2023 Invoice	PPI01737	DOWL Vend#: V00113 2621.80022.01-3	100		5,175.18
3/27/2023 Invoice	PPI01809	Doug's Electric Inc Order P000538C37553F	100		378.00
3/9/2023 Invoice	PPI01699	Direct TV**EFT** Vend#: V00108 046543116X230301	100		447.20

3/30/2023 Invoice	PPI01807	Copeland Lumber Order P0005532303-179349	100	300	103.60
3/24/2023 Invoice	PPI01806	Copeland Lumber Order P0005342303-175681	100		428.56
3/9/2023 Invoice	PPI01717	Copeland Lumber Order P0004812303-167126	100	500	14.98
3/7/2023 Invoice	PPI01674	Copeland Lumber Order P0004722303-165382	100	500	23.40
3/6/2023 Invoice	PPI01673	Copeland Lumber Order P0004712303-165099	100	500	67.58
3/4/2023 Invoice	PPI01675	Copeland Lumber Order P0004692303-164485	100	500	202.40
3/1/2023 Invoice	PPI01602	Copeland Lumber Order P0004542303-162452	100	500	837.61
3/1/2023 Invoice	PPI01595	Copeland Lumber Vend#: V000842303-162615	100		0.00
3/1/2023 Invoice	PPI01594	Copeland Lumber Vend#: V000842303-162459	100		0.00
3/6/2023 Invoice	PPI01653	Astound CoastCor Vend#: V00082121313501-0010023	100		1,515.97
3/9/2023 Invoice	PPI01692	CNA Surety Vend#: V00075584455122023/2024	100		26.00
3/6/2023 Invoice	PPI01645	City of Newport V\ Vend#: V00070FEB2023	100		9,899.64
3/15/2023 Invoice	PPI01713	City of Newport R Vend#: V00069TRANSIENT TAX 2023 02	100		8,178.53
3/15/2023 Invoice	PPI01712	City of Newport R Vend#: V00069TRANSIENT TAX 2023 01	100		12,323.04
3/15/2023 Invoice	PPI01711	City of Newport Vend#: V00067TRANSIENT TAX 2023 02	100		8,178.53
3/6/2023 Invoice	PPI01643	City of Newport Vend#: V00067FEB2023	100		9,899.64
3/3/2023 Invoice	PPI01640	City of Newport Vend#: V00067NOV TRANSIENT TAX ADIUS	100		1,626.87
3/23/2023 Invoice	PPI01757	Century Link Vend#: V00063541-574-1053245B202303	100		41.17
3/15/2023 Invoice	PPI01735	Century Link Vend#: V00063541-265-4235840B202303	100		41.17
3/6/2023 Invoice	PPI01644	Central Lincoln PU Vend#: V00062FEB2023	100		24,364.56
3/23/2023 Invoice	PPI01781	Carver Inc Vend#: V0005812558.	100		121.44
3/29/2023 Invoice	PPI01891	Carson Oil Co Inc* Order P000551IN-0842228	100	500	1,395.66
3/6/2023 Invoice	PPI01646	Carson Oil Co Inc* Vend#: V00057CP-00437234	100		218.01
3/28/2023 Invoice	PPI01804	Barrelhead Supply Order P000544332322	100	700	209.63
3/23/2023 Invoice	PPI01799	Barrelhead Supply Order P000527332183	100		200.29
3/22/2023 Invoice	PPI01801	Barrelhead Supply Order P000518332128	100		100.15
3/22/2023 Invoice	PPI01800	Barrelhead Supply Order P000518332127	100		242.77
3/21/2023 Invoice	PPI01803	Barrelhead Supply Order P000516332056	100	700	30.74
3/17/2023 Invoice	PPI01802	Barrelhead Supply Order P000508331932	100		18.55
3/16/2023 Invoice	PPI01763	Barrelhead Supply Order P000503331880	100	700	141.55
3/15/2023 Invoice	PPI01762	Barrelhead Supply Order P000496331807	100		630.50
3/14/2023 Invoice	PPI01764	Barrelhead Supply Order P000491331729	100	700	22.08
3/8/2023 Invoice	PPI01716	Barrelhead Supply Order P000475331525	100		40.76
3/3/2023 Invoice	PPI01672	Barrelhead Supply Order P000464331331	100	700	5.59
3/1/2023 Invoice	PPI01601	Barrelhead Supply Order P000455331245	100		602.97
3/29/2023 Invoice	PPI01795	Amazon Capital S\ Order P0005491YY4-XRC6-PF3Y	100		974.55
3/27/2023 Invoice	PPI01791	Amazon Capital S\ Order P0005431KDF-9V14-XNML	100	300	31.08
3/24/2023 Invoice	PPI01790	Amazon Capital S\ Order P0005361WPD-7YWW-WMK4	100	700	166.39
3/23/2023 Invoice	PPI01797	Amazon Capital S\ Order P000520191L-TWQ3-3X61	100	300	52.57
3/23/2023 Invoice	PPI01793	Amazon Capital S\ Order P0005221NGJ-YLLH-37JY	100		596.51
3/23/2023 Invoice	PPI01792	Amazon Capital S\ Order P0005221JKM-4KPK-YP3P	100		350.64
3/20/2023 Invoice	PPI01759	Amazon Capital S\ Order P0005111W7N-9M14-613R	100		44.98
3/9/2023 Invoice	PPI01760	Amazon Capital S\ Order P0004791HVT-17DL-HLRW	100	300	402.18
3/3/2023 Invoice	PPI01669	Amazon Capital S\ Order P000461113X-CXFX-NHPX	100		28.21
3/3/2023 Invoice	PPI01668	Amazon Capital S\ Order P000463113X-CXFX-L9C7	100	300	132.08
3/2/2023 Invoice	PPI01667	Amazon Capital S\ Order P00046019VG-TMHY-94GJ	100	700	93.60
3/23/2023 Invoice	PPI01828	AlSCO Inc Vend#: V00022LPOR2989798	100		32.95
3/2/2023 Invoice	PPI01614	AlSCO Inc Vend#: V00022LPOR2969326	100		32.95
3/15/2023 Invoice	PPI01736	Bay Area Enterpri: Vend#: V000109247	100		14,251.72
3/17/2023 Invoice	PPI01926	Pye-Barker Order P000510PSI1006598	500	600	905.00
3/31/2023 Invoice	PPI01925	Power Motors Inc Order P000557FOCS260779	500	600	990.07
3/20/2023 Invoice	PPI01818	Platt Electric Supp Order P0005133U38155	500	600	145.29
3/16/2023 Invoice	PPI01772	Platt Electric Supp Order P0005063U17833	500	600	390.58
3/3/2023 Invoice	PPI01765	Coastal Refrigerat Order P000468I5034	500	600	360.00
3/15/2023 Invoice	PPI01755	Bill's Pest Control Vend#: V0004335344	500		135.00
3/28/2023 Invoice	PPI01794	Amazon Capital S\ Order P0005461KR9-4GNL-7MKH	500	600	478.15
3/20/2023 Invoice	PPI01758	Amazon Capital S\ Order P00051411MT-YDQN-4C37	500	600	435.96
3/14/2023 Invoice	PPI01715	Amazon Capital S\ Order P0004941X4Y-1NH9-4L97	500	600	115.96
3/8/2023 Invoice	PPI01761	Amazon Capital S\ Order P0004771P9N-R37W-7CMQ	500	600	459.72
3/3/2023 Invoice	PPI01686	Amazon Capital S\ Order P00046511JC-6JLD-39HM	500	600	202.46
3/17/2023 Invoice	PPI01917	Coastal Refrigerat Order P000509I5148	600	600	6,682.62

# **O L D B U S I N E S S**

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**DATE:** April 18, 2023  
**RE:** Facilities Code Changes  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

Last year, we began discussion about updating the Facilities Code as it relates to retail sales conducted from Commercial Fishing Vessels moored at the Port of Newport, and the presence of “buying stations”, as well as the clarification of various definitions in Chapter 1 of the Facilities Code.

## **DETAIL**

We discussed the possibility of allowing for retail sales directly from a Fishing Vessel moored in the South Beach Marina, and the consensus was to allow staff to manage that activity rather than to prohibit it outright.

To give staff the authority to write permits that will regulate retail sales of fish directly from vessels, we needed to make some edits to the Facilities Code so that we can establish permits for this activity.

The Code previously referred to “buying stations”, which is a term that has specific meaning in ODFW regulations. The Code incorrectly used this term; the Facilities Code was never intended to affect buying stations as it is written in the code. Section 2.41 was edited to accurately reflect the activity to which this section was intended to be applied.

“Buying Stations” was added as a definition in the Facilities Code to further clarify the activities the Code was intended to address.

The next step will be to establish a permit with terms that will apply to those who conduct retail sales directly from their vessel. This permit would be applied both in South Beach and the Commercial Marina and will cover standard requirements. It will give the Port the ability to revoke the permit if the permittee is doing things such as improper disposal of waste, disregarding state laws, or conducting their business in a disruptive fashion at the Port’s facilities. It is common for marinas and Ports to require a permit for vessels to conduct this type of sale, although this permit will be new for the Port of Newport. The Port values limited sellers, and we want to continue this traditional practice in an organized fashion.

## **RECOMMENDATION**

None currently. This is the first reading of these changes to the Code; they cannot be approved until the second reading. I will present draft permit terms after the second reading of the changes.

**After Recording Return To:  
Port of Newport  
600 SE Bay Blvd  
Newport, OR 97365**

**PORT OF NEWPORT  
ORDINANCE NO. 2022-02  
AN ORDINANCE REGARDING ADDITIONS TO THE PORT FACILITY CODE**

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

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

WHEREAS, Ordinance No. 1-2013, adopted on May 28, 2013, created the Port Facilities Code.

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

Add to Section 1.2 Definitions:

“Retail Sales: Sales of goods that are made directly to the consumer. For the purposes of this definition, a consumer is a person who purchases goods for personal use, and services do not apply.”

“Retail Sales Business: A business whose primary purpose is to conduct retail sales”

“Wholesale: Sales of goods that are made to retailers, or to industrial, commercial, institutional, or other professional business users, or to other wholesalers and the like.”

“Buying Station: a location other than the licensed premises of a wholesale fish dealer or food fish canner at which such wholesale fish dealer or food fish canner purchases or receives food fish or shellfish from commercial fishers.”

Add to Chapter 5 Recreational Marina:

“**5.31 Seafood Product Sale or Purchase.** Retail sales on the marina premises are prohibited except by tenants that operate under an active lease from the Port. Moorage holders shall not operate a retail sales business in the marina unless they are a tenant under a lease that specifically covers the retail sales business.”

Edit Section 2.41 to read:

“No person may set up a retail sales business~~buying station~~ without first obtaining all required licenses and permits and leasing form the Port, on terms provided by the Port, the area at which any retail sales business~~buying station~~ is to be established.”

Add to Section 2.42:

“(c) Retail sales of fish/seafood”

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this XX day of  
May, 2023.**

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James Burke, President

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Walter Chuck, Secretary/Treasurer

# STAFF REPORT

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**DATE:** *04/20/23*  
**RE:** *Letter to MARAD Regarding matching funds*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, General Manager*

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## **BACKGROUND**

Last year and the prior year we applied for grant funds with MARAD for the purchase of equipment for NIT. We were not successful at the time, but there is a chance we may be able to obtain the same grant this year through their Port Infrastructure Development Grant (PIDP). This will make the Port more competitive as far as recruiting new customers for the use of the International Terminal, as we currently have a couple prospects in the forest industry. The two equipment are log handlers, so we can transfer logs from the Terminal to the 9 acres in an efficient manner.

The grant requires the Port to provide a letter indicating the Port would commit 20% of the funds for the total project.

The attached letter, as the application are due on April 28<sup>th</sup>. The Same letter was approved last year, but the amount has slightly increased due to inflation.

## **RECOMMENDATION**

I recommend the Commission make a **“Motion to approve the match letter for the PIDP grant to allow Port President to execute it.”**

April 25, 2023

This letter is to indicate the Port of Newport's authority to undertake the application for the 2021 Port Infrastructure Development Program through the Department of Transportation Maritime Administration. The Port of Newport was established in 1910 and is a special district under ORS [198.010](#) and [198.335](#).

The Port is committing 20% match of the total project cost of \$\_\_\_\_\_, for a total match amount of \$\_\_\_\_\_. These funds are being sourced from the Port's General Fund and are non-federal.

Sincerely,

James Burke, Commission President



# OLD BUSINESS ITEM

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**DATE:** *April 25, 2023*  
**RE:** *Lease with the Department of State Lands – Port Dock 1*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, General Manager*

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## **BACKGROUND**

Back in 2021 we approached the Department of State Lands (DSL) on modifying our lease for Port Dock 1 to correct our leasehold area to allow the dock next door owned by Steve Webster to square off their leasehold. During that time, we learned the port did not have a lease with DSL for that location, which was a surprising to us, since the Port has owned this dock for over 100 years.

We have since tried to work an arrangement with DSL and the owners of Clearwater (the Goplens), since upland owners have the first rights to lease the property from DSL. Although their deed gives us the first rights, DLS does not recognize it, as they were not a party to the deed. We have negotiated with the Goplens an assignment once DSL has approved both leases. This is the first part to the lease since this portion of the lease is in front of port owned property. Hopefully, within the next commission meetings, we will bring an assignment from the Goplens, which will cover the portion of the dock in front of their property.

## **RECOMMENDATION**

I recommend “A MOTION ALLOWING THE GENERAL MANAGER TO EXECUTE THE DSL LEASE AS PRESENTED.”

**STATE OF OREGON  
DEPARTMENT OF STATE LANDS**

**SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT**

62518-ML

THIS SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT (this "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the State of Oregon, by and through its Department of State Lands ("State"), and the Port of Newport, a Port District ("Lessee"). State and Lessee are each a "Party" and together the "Parties."

**1. PREMISES**

On the terms and conditions set forth in this Agreement, State hereby leases to Lessee certain lands situated in Lincoln County (the "Premises"), more fully described as follows and as shown on Exhibit A:

All state-owned submerged or submersible lands in Yaquina Bay in Section 08, Township 11 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon, more particularly described as follows:

Commencing at the TRUE POINT OF BEGINNING, at the Southwest boundary corner of Tax Lot 2400 (Lincoln County Assessor Map Number 11-11-08-DB) (Northwest corner of lease area, coordinates provided as 44°37'49.04" -124°03'08.41");

thence proceeding South 33°17'06" East, for a distance of 132 feet, more or less, to a point (Southwest corner of lease area, coordinates provided as 44°37'48.25" - 124°03'07.56");

thence proceeding, North 35°00'30" West for a distance of 130 feet, more or less, to the Northeast boundary corner of Tax Lot 2400 (Northeast corner of lease area, coordinates provided as 44°37'49.13" -124°03'08.27");

thence proceeding, South 63°03'21" West for a distance of 16 feet, more or less, to the TRUE POINT OF BEGINNING.

Total number of acres: 0.05 acres or 2,354.54 square feet, more or less, and as shown on the attached Exhibit A.

*This description is used to establish the approximate location and extent of the area*

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

## **2. TERM**

2.1 Term. The term of this Agreement is a period of 15 years (the “Initial Term”), commencing on April 1, 2023 (the “Commencement Date”) and expiring on March 31, 2038, unless terminated earlier as provided in this Agreement. As used in this Agreement, “Term” means the Initial Term or any Renewal Term (as defined in Section 2.2 below).

2.2 Renewal Terms. Lessee may apply to renew this Agreement for consecutive fifteen (15) year terms (each a “Renewal Term”) by submitting a completed lease renewal application form to State at least one hundred eighty (180) days prior to the expiration of the then-current Term. Upon timely receipt of the application, State shall renew this Agreement unless:

2.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Agreement, the applicable statutes or Oregon Administrative Rules (“OARs”); or

2.2.2 State determines that the renewal of this Agreement for all or any portion of the Premises would be contrary to federal, state or local law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2.3 Notice of Intent Not to Renew. Except as otherwise provided in this Agreement, State shall provide written notice to Lessee at least twenty-four (24) months in advance if State intends not to renew this Agreement for all or any portion of the Premises. If State determines not to renew this Agreement, but less than twenty-four (24) months remain in the Term of this Agreement, State shall, at Lessee’s request, extend the Term of this Agreement to complete the twenty-four (24) month notice period, within which time Lessee shall vacate that portion of the Premises for which this Agreement is not being renewed, and relocate any sublessees (as may be allowed pursuant to Section 7 below) in an orderly fashion.

2.4 Holdover. If Lessee does not vacate the Premises at the expiration or earlier termination of this Agreement, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Agreement except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent amount for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section 2.4, the tenancy will be terminable at the end of any monthly rental period upon notice from State given at least thirty (30) days prior to the termination date specified in the notice.

**3. RENT; OTHER ASSESSMENTS**

3.1 Initial Rent. The annual rental payment to be paid by Lessee to State (the “Rent”) for the first year of this Agreement is \$471.00, based on the following rate: Flat Rate, Minimum Applies. State hereby acknowledges receipt of the first year’s Rent.

	<b>Use Class</b>	<b>Area (square ft.)</b>	<b>Rate Choice</b>	<b>Annual Rent</b>
	Commercial Marina/Moorage	2,354 square feet	Flat Rate, Minimum Applies	\$471.00
			<b>TOTAL</b>	\$471.00

3.2 Rent Adjustment. After the first year of the Initial Term, the Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each Rent payment is due on the anniversary of the Commencement Date.

3.3 Address for Rent Payments. Unless State provides notice of a change in address pursuant to the notice requirements of Section 10.2 below, Lessee shall deliver all Rent and other payments due hereunder to State at the address set forth beneath State’s signature on this Agreement.

3.4 Assessments. Lessee shall pay all taxes and assessments that are levied against the Premises, whether such taxes or assessments have been levied in the past against the Premises or State by the assessing agency.

3.5 Late Charges and Interest. If Lessee has not made full payment of amounts due within twenty (20) days of the date payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Agreement, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law; or (2) 12% per year.

**4. USE**

4.1 Authorized Use. This Agreement grants to Lessee the right to use the Premises for the specific purpose(s) described below in accordance with the terms and conditions of this Agreement, applicable federal, state and local laws (including local land use planning and zoning ordinances) and the OARs.

A portion of the Port of Newport's existing infrastructure, Port Dock 1, measuring 20' X 132' and used as a commercial moorage.

4.1A OSMB Annual Boat Report. Check if applicable:   
(applicable only when use type under the Agreement is designated as *commercial marina/moorage* and Section 4.1A is selected)

4.1A.1 On or before February 1 of every year during the Term of this Agreement, Lessee shall deliver to the Oregon State Marine Board (“OSMB”) a completed “OSMB Annual Boat Report” in the form shown on Exhibit D (or in a document that includes all of the information required in such form). The completed OSMB Annual Boat Report shall provide the required information for each and every boat that, during December of the previous calendar year, was:

moored or used on the Premises; or

related to the use of the Premises for commercial marina/moorage  
(including any boat owned, used, leased or operated by Lessee).

4.1A.2 A failure to timely deliver a completed OSMB Annual Boat Report to OSMB as required by this Section 4.1A may constitute a Lessee default under this Agreement, as set forth in Section 9.1.2 below.

4.2 Superfund Site. Check if applicable: \_\_\_\_\_

4.2.1 Lessee understands and acknowledges that the Premises are located within the \_\_\_\_\_ Superfund Site (the “Superfund Site”). The authorized use of the Premises as allowed under Section 4.1 above does not include any activities or operations that unreasonably interfere with the performance of Remedial Work on the Superfund Site, including the area of the Superfund Site within the Premises, pursuant to an order issued by the United States Environmental Protection Agency (EPA) or the Oregon Department of Environmental Quality (“DEQ”), whether issued to Lessee or another party. As used in this Section 4.2, “Remedial Work” includes work related to investigation, removal and remedial action for the Superfund Site.

4.2.2 Lessee shall conduct all operations on the Premises in a manner that does not interfere with the performance of the Remedial Work, and shall comply with any obligations of a party in control of the Remedial Work Area, including, without limitation, those related to the provision of access for the Remedial Work.

4.3 Restrictions on Use. Lessee shall:

4.3.1 comply with all applicable federal, state and local laws and regulations affecting the Premises and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee’s own expense any failure of compliance created through Lessee’s fault or by reason of Lessee’s use;

4.3.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Premises, and, if Lessee allows debris, garbage or other refuse to accumulate within the Premises, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

4.3.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Premises except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

4.3.4 conduct all operations within the Premises in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

4.3.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

4.3.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

4.4 Condition of Premises and Improvements. Lessee represents that it has inspected the Premises and Improvements, if any, and accepts the Premises and all Improvements in their present condition, AS IS, as of the Effective Date. State has made no oral or written representations concerning the condition of the Premises or its Improvements, if any, nor their fitness or suitability for any purpose.

4.5 Improvements by Lessee. Lessee may not construct or place upon the Premises any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State, or the Improvement is exempt under OAR 141-082-0265. All Improvements shall be consistent with the authorized use(s) of this Agreement stated in Section 4.1 above and in compliance with all applicable laws, regulations, and ordinances as stated in Section 4.3.1 above. State shall not unreasonably withhold or delay its approval for Improvements.

4.6 Removal of Unauthorized Improvements. Lessee shall remove all unauthorized Improvements from the Premises upon receiving notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

4.7 Removal of Authorized Improvements. Lessee shall remove all authorized Improvements within ninety (90) days after the expiration or earlier termination of this Agreement or modification of this Agreement under Section 5.2 below, unless otherwise agreed by the Parties or the Improvement is exempt under OAR 141-082-0265. Lessee is responsible for any damage done to the Premises as a result of the removal of any Improvement. Any Improvement remaining on the Premises after the ninety (90) days

shall, at the option of State, become the property of State, unless otherwise agreed by the Parties.

4.8 Liens. With the exception of mortgages or other security interests allowed by State under Section 7 below, Lessee shall immediately cause to be discharged any lien or other charge placed on the Premises or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Agreement if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days' notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorneys' fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Agreement.

4.9 Indemnification. Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses, including expert witness fees and costs and attorneys' fees in an administrative proceeding, at trial, or on appeal ("Claims") arising from or attributable, in whole or in part, to this Agreement or any operations conducted or allowed by Lessee on the Premises. As used in this Section 4.9 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents. Lessee shall have control of the defense and settlement of any Claim; however, neither Lessee nor any attorney engaged by Lessee shall defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of State, without the approval of the Attorney General, nor shall Lessee settle any Claim on behalf of State without the approval of the Attorney General. State may, at its election and expense, assume its own defense and settlement in the event that State determines that Lessee is prohibited from defending State, that Lessee is not adequately defending State's interests, or that an important governmental principle is at issue and State desires to assume its own defense.

4.10 Waste Water Disposal. In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with DEQ and OSMB requirements for sewage collection and waste water disposal for boats and floating structures.

4.11 Hazardous Substances.

4.11.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Premises of any material that may pose a threat to human health or the environment, including, without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Premises.

4.11.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Premises, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Premises or otherwise attributable to operations or activities on the Premises.

4.11.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Premises or attributable to operations or activities conducted or allowed by Lessee on the Premises and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

4.11.4 In addition to any duty to indemnify specified elsewhere in this Agreement, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises.

4.12 Weed Control. Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Premises as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

4.13 Nondiscrimination. The Premises shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

## **5. MODIFICATION OF PREMISES SIZE OR USE**

5.1 Change of Size or Use of Premises. Lessee may, using a form provided by State, request that State amend this Agreement to expand or reduce the size, or change the authorized use, of the Premises. No such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend this Agreement in the same manner as a new lease application.

5.2 Special Conditions Applicable to Reductions in Premises Size. This Agreement may be amended to reduce the Premises size only if the portion of the Premises to be removed from this Agreement does not contain any Improvement. If the amendment results in a reduction of Rent due under this Agreement, the reduction will be effective commencing on the anniversary of the Commencement Date that falls at least twelve



(12) months after the later of: (1) the date of the reduction in the Premises size; or (2) the date on which the amendment is fully executed.

5.3 Lessee Liable for Violations. Notwithstanding any reduction in the Premises size under this Section 5, Lessee shall remain liable for any violation of Section 4.9 or 4.10 above occurring on lands removed from the Premises prior to the amendment removing such lands.

## **6. RESERVATIONS BY STATE**

6.1 Entry; Lessee Records. State may enter the Premises at all reasonable times in order to inspect and manage State's interest in the Premises, and to evaluate and ensure Lessee's compliance with the terms and conditions of this Agreement. Additionally, State may examine pertinent records of Lessee for the purpose of ensuring compliance with this Agreement.

6.2 Minerals. State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Agreement as to all or any portion of the Premises when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

6.3 Easements. State reserves the right at any time to grant easements across the Premises for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in this Agreement.

6.4 Public Access and Recreational Use. All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable OARs. Lessee may request State, but State is not obligated, to close the Premises to public entry or restrict recreational use by the public on all or portions of the Premises to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Agreement.

6.5 Other. State reserves all other rights not expressly granted to Lessee under this Agreement.

## **7. ASSIGNMENTS AND SUBLETTING**

### **7.1 Assignments and Subleases.**

7.1.1 Except as provided in Section 7.2 below, Lessee may not assign this Agreement, sublease the Premises or any portion of the Premises, or enter into any third-party agreement respecting this Agreement or the Premises, without first obtaining the prior written consent of State pursuant to the requirements of the applicable OARs. Requests shall be in writing using an application form prescribed by State, and delivered to State at least thirty (30) days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within thirty (30) days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

7.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Agreement. Each assignee, sublessee, and third-party interest will be required to comply with all of Lessee's obligations under this Agreement, and the applicable OARs. Lessee shall remain liable for the performance of all obligations under this Agreement unless State's written consent expressly releases Lessee from further liability.

7.1.3 For the purposes of this Section 7.1.3, if Lessee is a corporation, partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this Section 7.3.1 if the result of the transfer is a change of management control or controlling interest in Lessee.

7.1.4 Lessee may not grant a mortgage or security interest in this Agreement without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the mortgagee or security interest holder shall require the prior written approval of State.

7.2 Permitted Assignments and Subleases. Notwithstanding the provisions of Section 7.1 above, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Premises are permitted and written notice to State is not required:

7.2.1 subleases of portions of Lessee's interest in the Premises in the ordinary course of Lessee's business for the authorized use pursuant to Section 4.1 above;

7.2.2 the sublease of the entire Premises for a term that is less than twelve (12) months, for the authorized use pursuant to Section 4.1 above; or

7.2.3 the transfer of Lessee's interest in this Agreement to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

## **8. INSURANCE; BONDS**

8.1 Insurance. During the Term of this Agreement, Lessee shall maintain the insurance coverage required by Exhibit B.

8.2 Bond. State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee performs in accordance with all terms and conditions of this Agreement.

## **9. DEFAULT**

9.1 Default. The following are events of default under this Agreement:

9.1.1 Failure of Lessee to pay any Rent, tax, reimbursement or other charge or payment due under this Agreement within twenty (20) days after the date payment is due. For the purposes of this Section 9.1.1, if the due date for payment is not otherwise stated in this Agreement or otherwise defined in statute or the OARs, payment is due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to make such payment.

9.1.2 Failure to comply with non-payment-related term of condition of this Agreement within thirty (30) days after notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may, in its reasonable discretion, permit the deadline for curing noncompliance to be extended if it finds that: (a) the noncompliance cannot reasonably be cured within the 30-day period; (b) the interests of State will not be harmed by an extension; (c) the noncompliance was not due to the willful act or gross negligence of Lessee; and (d) State and Lessee agree upon a written plan and timeline for curing the noncompliance.

9.1.3 Any of the following:

(a) insolvency of Lessee;

- (b) the filing by Lessee of a voluntary petition in bankruptcy;
- (c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- (d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; or
- (e) attachment of or the levying of execution on the Premises interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 9.1 apply to each individual or entity unless within ten (10) days after an event of default occurs, the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If this Agreement has been assigned under Section 7 above, the events of default specified in this Section 9.1 apply only with respect to the one then exercising the rights of Lessee under this Agreement.

9.1.4 Notwithstanding the foregoing, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

9.2 Termination of Occupancy Upon Default. State may terminate Lessee's right to occupy the Premises for any default by Lessee that remains uncured past the time provided in Section 9.1 above. State shall exercise its right to terminate Lessee's occupancy under this Section 9.2 by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under this Agreement upon the date provided in the notice. State may recover from Lessee all costs arising out of State's re-entry and re-letting the Premises. If State and Lessee agree to terminate this Agreement, State may recover the amount of unpaid rent that otherwise would have been required to be paid under this Agreement from the date of default until a new lease has been secured or, if State and Lessee do not agree to terminate this Agreement and State is unable to secure another lessee for the Premises, until such time as this Agreement expires. Lessee shall dispose of all Improvements as specified in Section 4.6 or 4.7 above. If Lessee owns a floating home and has placed the home on the Premises as an authorized use pursuant to Section 4.1 above, the lease termination provisions of ORS Chapter 90 shall apply to the extent the provisions of this Agreement are inconsistent therewith.

### 9.3 State's Right to Cure Defaults.

9.3.1 If Lessee fails to perform any obligation under this Agreement, State may perform the obligation of this Agreement thirty (30) days after providing notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

9.3.2 Notwithstanding Section 9.3.1 above, but subject to ORS Chapter 90 if applicable, if any violation of a term or condition of this Agreement, including, without limitation, use of the Premises in a manner not permitted under this Agreement, is causing or threatens to cause personal injury or damage to the Premises or other property, or if damage to the Premises arises from some other cause, State may immediately enter upon the Premises and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Agreement, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send notice to Lessee of the violation and, upon receipt of the notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

9.4 Right to Sue More Than Once. State may sue periodically to recover damages accrued to date, and no action for damages shall bar later actions for damages subsequently accruing.

9.5 Remedies Cumulative. The remedies contained in this Agreement are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either Party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other Party.

## 10. NOTICES

10.1 Addresses. A Party's address means the address set forth below that Party's signature on this Agreement. State may notify Lessee of a different address for payments of any Rent or other amounts due to State under this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 10.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 10.2 below.\

10.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**11. MISCELLANEOUS**

11.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement.

11.2 Calculation of Days. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

11.3 Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.

11.4 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

11.5 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

11.7 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of

the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

11.8 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

11.9 Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim or action between State (or any other agency or department of the State of Oregon) and Lessee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 11.9 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

11.10 Force Majeure. A Party shall not be liable for any delay in performance under this Agreement, other than payment of any money to the other Party, if such delay is caused by strikes, lockouts, riots, floods, explosions, earthquakes, tornados, storms, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party.

11.11 No Partnership. State is not a partner nor in a joint venture with Lessee in connection with any activities relating to this Agreement or the Premises, and State has no obligation for Lessee's debts or other liabilities.

11.12 Binding on Successors. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the Parties, but nothing in this Section 11.12 may be construed as a consent by State to any disposition or transfer of this Agreement or any interest in it by Lessee except as otherwise expressly provided in this Agreement.

11.13 Exhibits. The Exhibits listed below are incorporated as part of this Agreement:

- Exhibit A: Premises
- Exhibit B: Insurance Requirements
- Exhibit C: Bond Requirements
- Exhibit D: OSMB Annual Boat Report

Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

**STATE:**

The State of Oregon, by and through its Department of State Lands

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Address:**

Street: 775 Summer St. NE, Suite 100  
City/State/ZIP: Salem, OR 97301  
ATTN: Proprietary Coordinator  
Email: support.services@dsl.oregon.gov



**LESSEE:**

Port of Newport, a Port District

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Address:**

Street: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_  
ATTN: \_\_\_\_\_, or successor  
Email: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

By signature on this Agreement for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EXHIBIT A**

**Premises**

# State of Oregon Department of State Lands



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

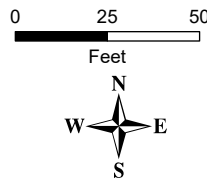
## EXHIBIT A

**62518-ML Waterway Lease**  
**T011S, R11W Section 08**  
**2,354 sq. ft.**  
**Yaquina Bay, Lincoln County**

- ▲ Points of Beginning
- Description lines
- Use Area

**2020 Aerial Photo**

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



Map Projection:  
 Oregon Statewide Lambert  
 Datum NAD83  
 International Feet  
 State of Oregon  
 Department of State Lands  
 775 Summer St NE, Suite 100  
 Salem, OR 97301  
 503-986-5200  
 www.oregon.gov/DSL  
 Date: 3/3/2023



Oregon State Parks, State of Oregon GEO, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Yaquina Bay State Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, FEMA

## EXHIBIT B

### Insurance Requirements

*(Any capitalized terms used but not defined in this Exhibit shall have the same meaning as in the Agreement to which this Exhibit is attached.)*

During the Term of the Agreement, Lessee shall maintain in force, at its own cost and expense and in accordance with Section 5 below, each insurance item noted below,

**1. Workers' Compensation**

*(Required if Lessee has one or more workers, as defined by ORS 656.027)*

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

**2. Commercial/General Liability Coverage**

- Required by State**  
 **Not required by State**

Commercial/General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage shall include contractual liability coverage for the indemnity provided under the Agreement. The commercial/general liability insurance coverages required under the Agreement shall include the State of Oregon and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds (See Section 5 below).

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

**Bodily Injury/Death:**

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

**or**

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

**or**

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

3. **Marine Protection and Indemnity Coverage**

- Required by State  
 Not required by State

Lessee shall obtain, at Lessee's expense, and keep in effect during the Term of the Agreement, marine protection and indemnity coverage. Shall not be less than \$\_\_\_\_\_.

4. **Pollution Liability**

- Required by State  
 Not required by State

Lessee shall obtain at Lessee's expense, and shall keep in effect during the Term of the Agreement, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Premises. Shall not be less than \$\_\_\_\_\_.

5. **General Requirements**

(a) **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the termination or expiration of the Agreement.

(b) **Certificates of Insurance.** As evidence of the insurance coverages required by the Agreement, Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Agreement. The certificate shall specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

(c) **Additional Insureds.** Any coverage required by this Exhibit, except for Workers' Compensation, shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds, but only with respect to Lessee's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**(d) Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. Lessee shall maintain the required insurance coverage over the Term of the Agreement.

**EXHIBIT C**

**Bond Requirements**

*(if applicable)*



**EXHIBIT D**

**OSMB Annual Boat Report**

(applicable only when use type under the Agreement is designated as *commercial marina/moorage* and Section 4.1A is selected)

On or before February 1 of every year during the Term of the Agreement, Lessee shall complete this form (or prepare a document that includes all of the information required by this form) and deliver it to the Oregon State Marine Board ("OSMB") at the address set forth below.

A failure to complete this form and deliver it to OSMB may constitute a Lessee default under the Agreement.

**DELIVER TO:** **Oregon State Marine Board**  
Attn: Environmental & Policy Program  
435 Commercial St. NE, Unit 400  
Salem, Oregon 97301

OR

**Oregon State Marine Board**  
Email: marine.board@boat.oregon.gov  
(in email subject line, type "Environmental and Policy Section")

**Reporting Year:** December 20\_\_\_\_\_

**Lessee under Lease with Oregon Department of State Lands:**

Name: Port of Newport  
DSL Lease #: 62518-ML

**Moorage/Marina:**

Marina Name: \_\_\_\_\_  
Marina Location: \_\_\_\_\_

By signing below, Lessee certifies to the Oregon State Marine Board that the following is a complete list of each and every boat that, during December of the previous calendar year, was moored or used on the Premises, or related to the use of the Premises for commercial marina/moorage (including any boat owned, used, leased or operated by Lessee):

**LESSEE:**

\_\_\_\_\_, a(n) \_\_\_\_\_  
(entity/lessee printed name) (entity type)

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Boat I.D. Number (State Certificate Number, HIN, or USCG #)	Sticker Expiration Date	Slip Number	Name of Responsible Party for Boat	Responsible Party's Contact Information (mailing address, phone number and email address)
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____

Boat I.D. Number (State Certificate Number, HIN, or USCG #)	Sticker Expiration Date	Slip Number	Name of Responsible Party for Boat	Responsible Party's Contact Information (mailing address, phone number and email address)
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____

Boat I.D. Number (State Certificate Number, HIN, or USCG #)	Sticker Expiration Date	Slip Number	Name of Responsible Party for Boat	Responsible Party's Contact Information (mailing address, phone number and email address)
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____

Boat I.D. Number (State Certificate Number, HIN, or USCG #)	Sticker Expiration Date	Slip Number	Name of Responsible Party for Boat	Responsible Party's Contact Information (mailing address, phone number and email address)
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____
				Mailing Address: _____ _____ _____  Phone Number: _____  Email Address: _____

(add additional pages as necessary)

# STAFF REPORT

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**DATE:** 28 March 2023  
**RE:** 2023-2024 Rates and Fees  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark A. Brown, Director of Finance and Business Services

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## **BACKGROUND**

Each budget year the Port Commission is required to approve rates and fees, prior to the budget presentation.

## **DETAIL**

Included in your commission packet are the proposed rates for the fiscal year 2023-2024, and a summary of the budget changes.

To determine an appropriate increase, the Consumer Price Index (CPI) for the period of January 2022 to December 2022 was reviewed. The CPI for this period ranged from a low of 6.5% (December 2022) to a high of 9.1% (June 2022). The Port lost significant purchasing power during this period.

Next, we took a look at the expected inflation rate for the upcoming year. Kiplinger and others believe that a gradual slowdown in inflation will occur during calendar year 2023. Inflation could drop to 2.3-3.0% by the end of this calendar year. The experts also predict an average of 1.7% in future years.

In order to keep quality staff, the Port has to increase salaries to keep current with market pay rates. This increase, combined with the inflation trends make it necessary to increase as shown in the 2023-24 Budget Overview of changes document.

The new rates will be reflected in revenue in the 2024-25 period. It takes a full fiscal year for the increased rates to be reflected in revenues, as most sites are already booked for the summer months. During this period, the Port loses purchasing power. This is considered when developing the rates and fees schedule.

## **RECOMMENDATION and MOTION**

I recommend a commissioner make **a Motion to adopt resolution 2023-01 setting Rates, Fees, and Charges.**

**PORT OF NEWPORT RESOLUTION NO. 2023-01**

**A RESOLUTION SETTING RATES, FEES AND CHARGES**

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

**WHEREAS**, Port of Newport Facilities Code Sec. 1.2(f) requires the Commission to set moorage and other appropriate rates, fees and charges by the adoption of a "fee schedule" by resolution; and

**WHEREAS**, the Port Commission last adjusted rates, fees and charges via Resolution 2022-03 on January 25, 2022; and

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

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

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

Unless otherwise noted, all Rates, Fees & Charges are effective July 1, 2023.

**SECTION 1. RATES & FEES.**

The attached document "2023-24 Rate and Fees Schedule" is incorporated herein by reference.

**SECTION 2. RETAIL SALES, GIFT CERTIFICATES, PROMOTIONS, SPONSORSHIPS, AND SUNDRIES.**

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

**SECTION 3. DELEGATION OF RESPONSIBILITY.**

The Commission delegates to the General Manager the ability to adjust these rates to better manage services at the Port.

**SECTION 4. ANNUAL REVIEW.**

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

**SECTION 5. REPEALER.** On the effective date July 1, 2023 all previous rates and/or rate resolutions are hereby repealed.

**APPROVED AND ADOPTED** by the Board of Commissioners this 28<sup>th</sup> day of March 2023.

ATTESTED:

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James Burke, President

---

Walter Chuck, Secretary/Treasurer



2023-24 budget  
Overview of changes



Portwide				
		FY 2021-2022	FY 2022-2023	FY 2023-24
General		2.50%	7.00%	9%
Storage		2.50%	7.00%	9%
Overtime				13%

Commercial Marina				
	FY 2020	FY 2021-2022	FY 2022-2023	FY 2023-24
Storage	10%	10%	7.00%	9%
Forklift and Labor			7.00%	9%
Moorage		10%	7.00%	10%
Pallet				\$35.00

International Terminal				
	FY 2020	FY2021	FY2022-23	FY 2023-24
	4%	2.50%	7.00%	9%

South Beach				
	FY 2021	FY2022	FY 2022-23	FY 2023-24
Not Specifid	4%	2.50%	7.00%	9%
Surcharges				15%
Monthly RV				11%
Charter Moorage				10%
Moorage Annual				10%
Moorage Semi/Month				11%
Moorage				9%

Civil Penalties				
	FY2021	FY2022	FY2023	FY 2023-24
	4%	2.50%	7.00%	25%

Administrative Fees				
	FY 2021	FY 2022	FY 2022-23	FY 2023-24
	4%	2.50%	7.00%	20%

## Changes in Rates and Fees

1 Generally rates were increased as shown in the table to match CPI as of December 2022

### 2 Exceptions

- a. Failure to Register, research cost, increase to a flat rate of \$150 per hour
- b. Increased cancellation fee to \$50.00 for the RV Park
- c. Monthly reservations increased cancellation fee to \$150.
- d. Modified off and busy season, moved from April to March
- e. Holiday cancellations
- f. See Increases Tab for percent increase percentage
- g. Pallet charges \$35.00
- h. Garbage modified from Per pound to a tote charge with a minimum
- i. Increase parking in South Beach by \$2.00
- j. Modified pump line service to include two employees, as this is typical
- k. Added an after hours pump rate charge

### 3 New Fees

- a. added change fee to South Beach Marina and RV park.  
early Check in or late Check out fee
- b. Added no Refunds for early checkout

### 4 Other

- a. Modified Marina Cancellation fee to apply to all moorage reservations
- b. Removed package handling fee
- c. added two week stay maximum for Dry Camp
- d. Added park guest rental of room
- e. Removed the Laundry and showers (South Beach) as they are the same year to year.
- f. Removed a number of fees that we no longer use



## 2023-24 Rate and Fee Schedule

**Section 1**  
**Portwide Rates and Fees**  
**Effective July 1, 2023**

FY2023-24

**A. Hoist Docks.**

*Tie up fee, per hour, includes use of hoist*

- |                                |         |
|--------------------------------|---------|
| 1. one hour minimum, up to 3hr | \$52.78 |
| 2. after 3 hours               | \$63.10 |

**B. Hoist Dock Cranes.**

*In addition to hoist dock rate.*

- |   |          |
|---|----------|
| 1. Large Capacity. Includes equipment and labor. Per Hour | \$128.70 |
| 2. Launch Sail Boats. Includes recovery, per launch       | \$60.47  |

**C. Water, city rate + % Fee**

7.50%

**D. Service Fee Reimbursement.**

\$130.57

*For electric pedestal amperage overloads, and GFCI trips (2 or more in a 60 day period)  
 Emergency call out may also apply*

**E. Pump/Line Service. Per hour**

\$163.99

*Includes two Port employees. Additional staff will be billed at the established hourly labor rate, **minimum of 15 minute staff time** (rate begins at time staff leaves the Operations building, two employees typically retie or pump a boat*

After hours:  
 \$243.99 per hour

**F. Storage.**

1. Outside Lot Storage.

*Any Port of Newport lot except Newport International Terminal, Per Sq Ft Daily Rate*

- |   |         |
|---|---------|
| a. Per square foot, monthly charge.           | \$0.35  |
| b. Minimum monthly charge.                    | \$30.91 |
| c. Boat trailer only, per night.              | \$3.44  |
| d. Boat on trailer, per night, 10 days limit. | \$10.96 |

2. Emergency Storage Fee.

*Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245).*

- |                                    |         |
|------------------------------------|---------|
| 1st day free. Each additional day. | \$38.60 |
|------------------------------------|---------|

3. Charge for improper use of parking lot, per day.

\$30.91

**G. Work Barge.**

*Includes equipment and labor.*

- |                              |         |
|------------------------------|---------|
| 1. Work Barge (w/o labor).   | \$33.94 |
| 2. Skiff, per hour w/ labor. | \$90.74 |

**H. Clean-up.**

*Fees will be charged for each man-hour at the established labor rate. Equipment charges are extra.*

- |   |          |
|---|----------|
| 1. Clean-up Fee, per hour, plus garbage fee | \$72.44  |
| 2. Spill cleanup, per hour.                 | \$131.27 |

*Regardless of type, HAZWOPER trained staff.*

**Section 1**  
**Portwide Rates and Fees**  
**Effective July 1, 2023**

**FY2023-24**

**I. Disposal Fees.**

- |  |          |
|--|----------|
| 1. Recycle Fees  | \$3.27   |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> |          |
| 2. Net Disposal and/or Related Gear, per pound           | \$0.29   |
| 3. Garbage, per Tote, Minimum charge \$100               | \$100.00 |

**J. Port Labor.**

*Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.*

- |   |          |
|---|----------|
| 1. Regular Hours  | \$72.08  |
| 2. Overtime.  | \$112.08 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i>  |          |
| 3. Emergency Call-out   | \$136.40 |
| <i>Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged</i> |          |

**K. Pallet Charge, Per pallet.**

*Any Port owned pallet leaving yard*

\$35.00

**L. Dredge Spoils.**

*Includes state fees; (may be waived for public agencies) per Cubic Yard.*

\$3.56

**M. Truck Toll, per axle**

*Vehicles with a Commercial Motor Vehicle Classification of Class 6 Or higher (GVWR of 19,501 lbs or above).*

\$8.63

**N. Vessel Disposal, Cost plus**

*Vessel owner is responsible for vessel disposal, if Port is required to dispose of a vessel, the vessel owner will be charged.*

25%

**O. Failure to Register.**

*For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate plus fee*

\$150.00

<p><b>Section 2</b></p> <p><b>Commercial Marina Rates and Fees</b></p> <p><b>Effective July 1, 2023</b></p>
---

FY 2023-24

**A. Moorage Per Foot**

Transient (Daily)	\$0.85
Monthly	\$13.99
Semi Annual	\$55.88
Annual	\$74.51

**B. Service Docks.**

1. Swede's Dock. In addition to moorage. (2X moorage) <i>Per day, per linear foot</i>	\$1.72
--	--------

**C. Parking Permits**

To Be Determined

*Commercial Fisherman only, valid April 1 to May 30.*

**D. Forklift**

1. Small. Toyotas. (equipment only)	\$17.14
1a. Labor for Small Forklift <i>Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 increments the first hour, thereafter are billed in 15 minute increments. For after hours work, travel time and/or overtime charges may apply.</i>	\$73.13

**E. Electricity. Per day charge.**

1. Swede's Dock (regardless of voltage)	\$22.51
2. 120v, not on Port Docks	\$9.74
3. PD 7 Service Dock	\$9.74
4. PD 7 Yard Charge, trucks	\$16.33

**F. Net & Gear Maintenance.**

*Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate*

\$28.22

**G. Keys/Cards.**

1. Bay Front Facilities. Keys.	
a. Original (1st one)	\$27.25
b. Replacement/additional	\$49.05

**H. Storage.**

<b>1. Outside Lot Storage.</b>	
a. Per square foot, monthly charge	\$0.35
b. Minimum monthly charge	\$30.91
c. Boat trailer only, per night	\$3.44
d. Boat on trailer, per night, 10 days limit	\$10.96

**I. Annual MLA Wait List Fee - Initial**

*Renewal of annual wait list fee (charged annually on July 1 of each year)*

**J. Wharfage, per pound**

<i>Squid</i>	\$0.04
--------------	--------

**K. Annual MLA Wait List Fee - Initial**

Renewal of annual wait list fee (charged annually on July 1 of each year)	\$27.25
	\$10.90

<p><b>Section 3</b></p> <p><b>International Terminal Rates and Fees</b></p> <p><b>Effective July 1, 2023</b></p>
--

**FY 2023-24**

**A. Forklift**

- |   |         |
|---|---------|
| 1. Small. Toyotas. (equipment only)                 | \$17.14 |
| 1a. Labor for Small Forklift (billed with Forklift) | \$73.13 |

*Forklift and Labor have a 1 hour minimum, thereafter are billed in 30 minute increments. For after hours work, travel time and/or overtime charges may apply.*

- |                      |          |
|----------------------|----------|
| 2. Large. (per Hour) | \$114.53 |
|----------------------|----------|

*Forklift and Labor have a 1 hour minimum, thereafter are billed in 30 minute increments. For after hours work, travel time and/or overtime charges may apply.*

**B. Hydraulic Crane.**

- |  |          |
|--|----------|
| Equipment and labor. 30-ton capacity, per hour, 1 hour minimum | \$263.23 |
|--|----------|

**C. Wharfage Fees**

- |                         |        |
|-------------------------|--------|
| Squid and Live Crab     | \$0.04 |
| Crab for Cooked market* | \$0.04 |
| Other Seafood           | \$0.04 |

\* Dependant on Market Conditions

**D. Electricity.**

- |                                     |         |
|-------------------------------------|---------|
| Per day charge.                     |         |
| 1. NIT Dock (regardless of voltage) | \$22.51 |
| 2. 120v, not on Port Docks          | \$9.74  |

**E. Storage.**

- |   |         |
|---|---------|
| 1. NIT Lot Storage  |         |
| a. Per Square foot, monthly Charge  | \$0.41  |
| b. Minimum monthly Charges  | \$38.02 |
| 2. Emergency Storage Fee. Per day, billed as guest.   | \$40.12 |
| <i>1st day free, for vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245).</i> |         |
| 3. Charge for improper use of parking lot, per day  | \$30.13 |

**F. International Terminal Meeting Room.**

- |             |          |
|-------------|----------|
| 1. Half day | \$52.25  |
| 2. Full day | \$104.44 |

Keys must be obtained and returned. Certain waivers by management.

- |                                      |        |
|--------------------------------------|--------|
| G. <u>Per Gallon Fuel Surcharge.</u> | \$0.05 |
|--------------------------------------|--------|

- |   |            |
|---|------------|
| H. <u>Per Day Port Security Fee. (§1.13).</u> | \$1,112.77 |
|---|------------|

- |   |        |
|---|--------|
| I. <u>Materials &amp; Supplies. (§1.31) (cost plus)</u> | \$0.32 |
|---|--------|

- |                                       |         |
|---------------------------------------|---------|
| J. <u>Net &amp; Gear Maintenance.</u> | \$30.67 |
|---------------------------------------|---------|

*Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate (7-Day Max)*

**Section 3**  
**International Terminal Rates and Fees**  
**Effective July 1, 2023**

**FY 2023-24**

**K. Dockage Charges. (§III.13). Rate per day, by length.**

1. 000.00 – 351.05 ft	\$2,124.05
2. 351.05 – 371.02 ft	\$2,339.45
3. 371.02 – 400.26 ft	\$2,586.15
4. 400.26 – 426.51 ft	\$2,876.00
5. 426.51 – 449.48 ft	\$3,097.85
6. 449.48 – 475.72 f	\$3,399.45
7. 475.72 – 498.69 ft	\$3,864.20
8. 498.69 – 524.93 ft	\$4,604.35
9. 524.93 – 551.18 ft	\$4,750.55
10. 551.18 – 574.15 ft	\$4,989.50
11. 574.15 – 600.39 ft	\$5,708.75
12. 600.39 – 626.64 ft	\$6,647.40
13. 626.64 – 649.99 ft	\$7,554.65
14. Above 650 ft., added on top of above rate, per ft	\$11.70
#### Exceptions for certain vessels. (§II.14), per ft. per day	\$1.75

**L. Service and Facility Charges. (§III.2). Per 1000 board feet, unless noted**

1. Logs. Scribner scale, ex dock	\$10.15
2. Cants.	\$7.87
3. Lumber. Packaged rough.	\$6.82
4. Lumber. Packaged surfaced	\$6.06
5. Plywood, Veneer, corestock & hardboard, /1000 kilos	\$7.70
6. Pulp, Linerboard, bales or rolls, 2000 kilos	\$4.61
7. Other commodities, per metric ton or 1000 bf	\$8.92
8. Other commodities, per cubic meter	\$7.46



<p><b>Section 3</b></p> <p><b>International Terminal Rates and Fees</b></p> <p><b>Effective July 1, 2023</b></p>
--

**FY 2023-24**

M. <b><u>Wharfage Assessment.</u></b> (§III.6). Minimum charge for any single bill of lading	\$13.06
N. <b><u>Wharf Charges.</u></b> (§III.7). Per 1000 board feet, unless noted.	
In addition to Service and Facility Charges.	
Logs. Scribner scale, ex dock	\$12.42
Cants	\$7.87
Lumber. Packaged rough	\$5.95
Lumber. Packaged surfaced	\$5.31
Plywood, Veneer, corestock and hardboard, per 1000 kilos	\$5.19
Pulp, Linerboard, bales or rolls	\$3.56
Other commodities, per 1000 kilos	\$7.29
Other commodities, per cubic meter	\$6.01
O. <b><u>Cargo Staging Area.</u></b> (§IV.2). Base rent for surge area.	
1. per week, seven days	\$2,610.95
2. per day, less than seven days	\$391.70
P. <b><u>Line Service.</u></b> (§V.3). Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract. Rate schedule per day	
1. 2 men	\$706.50 - \$724.20
2. 4 men	\$1,418.30 - \$1,453.80
3. 6 men	\$2,124.80 - \$2,177.95
4. 8 men	\$2,833.40 - \$2,904.25
Q. <b><u>Parking</u></b>	Reserved, future use

**Section 4**  
**South Beach Recreational Marina Rates and Fees**  
**Effective July 1, 2023**

**FY 2023-24**

**A. Moorage Rates Per linear foot.**

*Charge based on boat or slip length, whichever is greater.*

*J and F-Docks 24' minimum, 24' or longer charged actual length of vessel.*

*No Refunds for early Checkout*

Daily	\$1.04
Weekly	\$6.50
Monthly**	\$19.74
SemiAnnual**	\$61.83
Annual**	\$96.12
<i>** includes launch fee, 1 parking pass, Internet service (can forfeit parking pass for extra vehicle in RV space)</i>	
<b>Cancellation Fee</b>	
30 days or more before check-in date (Semi-Annual and Annual)	\$70.00
Less than 30 days before check-in, or early check-out (Semi-Annual & Annual)	\$150.00
Other moorage reservations	\$25.00
Change Fee (includes date changes)	\$25.00
Live aboard Per Person, <b><u>contract required</u></b>	\$103.95
Monthly Live aboard Electrical surcharge	\$41.67

**Moorage Discounts**

*only one discount per customer*

Those over 65, Veterans that are currently active, honorably discharged or retired military in good standing\* with the Port (South Beach only) 5.0%

*\* Must have a current signed Moorage License agreement, Insurance must be up to date, Vessel Registration must be current, Vessel must navigable, and moorage prepaid with no past due amounts.*

**B. South Beach Charter Rates.**

Annual Moorage, per linear foot (PONFC)	\$85.29
Charter License	\$454.82

**C. Fillet License**

<i>A fillet license is valid for the calendar year in which it is issued</i>	\$200.00
<i>There is no prorating of the license.</i>	

**D. Dock Box** \$487.27

**E. Line Replacement.** Per foot, per time \$1.97

**F. Launch Fee**

<b>1. Daily</b>	\$9.00
<b>2. Annual</b>	
a. Resident	\$128.18
b. Non-resident	\$183.03

*Discounts Seniors 10%; Military, Disabled Military with evidence of honorable discharge and Active duty Veterans 5%.*

**G. Parking**

a. Daily	\$7.00
b. Annual Pass	\$75.00

**I. Annual MLA Wait List Fee - Initial** \$27.25

Renewal of annual wait list fee (charged annually on July 1 of each year)	\$10.90
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<p><b>Section 5</b></p> <p><b>South Beach RV Parks Rates and Fees</b></p> <p><b>Effective July 1, 2023</b></p>
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FY 2023-24

**A. High Traffic Surcharge.**

Per night (2 night min.) Added to all RV Park stays in Marina RV Park, RV Park Annex,

- |    |  |         |
|----|--|---------|
| 1. | Memorial Day, Labor Day, 4 <sup>th</sup> of July | \$24.50 |
| 2. | Seafood & Wine Festival                          | \$61.24 |
| 3. | Seafood & Wine Festival, Dry Camping             | \$24.50 |
| 4. | Other Special Events                             | varies  |

**B. RV Park Sites\*\***

**Peak Season (Summer). April 1 – October 31**

**Main Park**

- |    |         |            |
|----|---------|------------|
| a. | Daily   | \$74.29    |
| b. | Monthly | \$1,197.16 |

**The Annex**

- |    |         |            |
|----|---------|------------|
| a. | Daily   | \$54.50    |
| b. | Monthly | \$1,033.38 |

**Dry Camping, daily**

\$33.43

Two week stay Maximum

**No refunds for early checkout**

\*\* *Discount offered for daily stay only: Good Sam & FMCA 10%*

**C. RV Park Sites \*\***

**Off Season (Winter). November 1 – March 31. No discounts during Seafood and Wine Festival.**

**Main Park**

- |    |         |            |
|----|---------|------------|
| a. | Daily   | \$66.86    |
| b. | Monthly | \$1,071.15 |

**The Annex**

- |    |         |          |
|----|---------|----------|
| a. | Daily   | \$53.22  |
| b. | Monthly | \$989.97 |

**Dry Camping, daily**

\$30.94

Two week stay maximum

\*\* *Discount offered for daily stay, no discount for monthly: Good Sam & FMCA 10%*

**No refunds for early checkout**

**D. South Beach Meeting Room**

Must be pre-arranged and authorized. Keys must be obtained and returned.

- |    |   |          |
|----|---|----------|
| 1. | Half Day                                | \$52.01  |
| 2. | Full Day                                | \$129.96 |
| 3. | Park Guests or Moorage Holders Half day | \$25.00  |
| 4. | Park Guests or Moorage Holders Full Day | \$50.00  |

**E. Pet Fee.**

Daily. First pet free; each additional	\$4.99
Monthly. Charge per pet including first	\$13.64

**F. Extra Persons Fee.**

First two included; each additional person charged.

<p><b>Section 5</b></p> <p><b>South Beach RV Parks Rates and Fees</b></p> <p><b>Effective July 1, 2023</b></p>
--

**FY 2023-24**

Daily	\$5.22
Monthly	\$54.62

**G. Extra Vehicle Fee.**

*Any combination of three axle pieces of equipment (i.e. trailer, Fifth wheel, truck/car, storage trailer.) Charged for fourth piece, must fit within parking area of site, no parking is allowed on the grass. If L-T Moorage holder forfeits annual pass 1 vehicle is waived.*

Daily	\$13.00
Monthly	\$65.01

**H. Reservation Deposit.**

*Payable at booking. Deposits applied to actual stay, subject to cancellation fee, online reservations require full payment in advance.*

first night's rate

**I. Non-refundable portion of Reservation Fee.**

**Daily reservation, except holiday or special event.**

72 hours or more before check-in date	\$25.00
Less than 72 hours before check-in date	First Night

**Holiday or special events.**

14 days or more before check-in date	\$68.90
Less than 14 days before check-in date	First Night

**Monthly reservations.**

30 days or more before check-in date	\$150.00
Less than 30 days before check-in, no refunds for early check-out	\$300.00

**J. Change Fee - for any changes to a reservation**

\$25.00

**K. Service Fee Reimbursement.**

*For electric pedestal amperage overloads, First service call included in base rate.*

\$125.00

**M. Service Fees.**

**A. Storage.**

1. Outside Lot Storage	
a. Boat trailer only, per night must park in specified area	\$3.42
b. Boat on trailer, per night, 10 days limit, must park in specified area	\$10.91
2. Emergency Storage Fee.	\$38.42
<i>Per day. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245). 1st day free. Each additional day</i>	

**N. Forklift**

1. Small Toyotas. (equipment only)	\$17.14
1a. Labor for Small Forklift	\$73.13
<i>Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 increments the first hour, thereafter are billed in 15 minute increments For after hours work, travel time and/or overtime charges may apply.</i>	

<b>Section 6</b> <b>Civil Penalties</b> <b>Effective July 1, 2023</b>
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**FY 2023-24**

**Class A Violation**

0-14 days, per day	\$471.60
15-29 days, per day	\$943.21
30+ days, per day	\$1,571.96

**Class B Violation**

0-14 days, per day	\$236.54
15-29 days, per day	\$471.60
30+ days, per day	\$785.98

**Class C Violation**

0-14 days, per day	\$47.95
15-29 days, per day	\$94.36
30+ days, per day	\$157.22

**Class D Violation**

0-14 days, per day	\$24.01
15-29 days, per day	\$47.95
30+ days, per day	\$79.38

**Parking Violation.** Per event, both vehicles and trailers

0-10 days, paid within	\$62.93
11-20 days, paid within	\$133.28
21+ days	\$196.14

**Dumping Violation. Per Event**

\$785.98

**Section 7**  
**Administrative Fees**  
**Effective July 1, 2023**

FY 2023-24

<b>A. <u>Public Records Request Fee Schedule</u></b>	
Copies of Public Records, per page	\$0.77
Copies of Nonstandard documents	\$30.24
Copies of Sound Recordings (Each)	\$17.27
Hourly Employee Benefited Rate	***
<b>B. <u>Notice Posting.</u></b> For non-payment of lease or moorage	\$107.79
<b>C. <u>Returned Check Fee.</u></b> Plus bank fees	\$71.90
<b>D. <u>Per Annum Interest.</u></b> applied to past due accounts	21%
<b>E. <u>Collection Agency Mark-up.</u></b>	see ORS 697.105
<b>F. <u>Impound Seizure Fee</u></b>	
Vessel	\$1,221.66
Car/Truck/Trailer	\$179.70
Towing	cost plus 10%
<b>G. <u>Copies</u></b>	\$0.37
<b>H. <u>Process Fees.</u></b>	
<i>Any additional fees incurred by the Port as part of an eviction process.</i>	
Notice	\$106.25
FED Complaint	\$354.13
Court Hearing	\$283.31
Writ of Execution	\$226.69
<b>I. <u>Special Use Permit Fee.</u></b>	
<i>GM has authority to adjust usage fee based upon non-profit status and other criteria</i>	
1. Application Fee	\$158.12
2. Usage Fee	
Number of Participants, Attendees, Contestants and Volunteers at Event	
a. 1-200	\$603.67
b. 201-500	\$981.62
c. 501-1000	\$1,358.15
d. 1001-5000	\$2,112.69
e. 5001-10,000	\$2,867.24
f. 10,001-20,000	\$3,621.71
g. More than 20,000	\$7,544.85
3. Vendors, per each	\$71.90
<b>J. <u>Security</u></b>	Cost + 5 %
<b>K. <u>Background Check.</u></b>	\$57.52
<b>L. <u>Credit Check</u></b>	\$57.52

\*\*\* Charged at fully costed labor of impacted employees, which includes wages, taxes, and benefits

**Section 8**  
**Insurance Certificate Limits**  
**Effective July 1, 2023**

Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. Subject to periodic review by Insurance Agent, and subsequent changes by the Port's Management and/or the Board of Commissioners.

**A certificate naming the Port of Newport as an additional insured is required.**

<b>A.</b>	<b><u>Leases/Tenants General Liability, Each Occurrence</u></b>	<b>\$2MM</b>
1.	Damage to Rented Premises (each occurrence)	\$300K
2.	Medical Expenses (any one person)	\$5K
3.	Personal and Adverse Injury	\$2MM
4.	General Aggregate	\$2MM
5.	Products – Comp/Op Aggregate	\$2MM
<b>B.</b>	<b><u>Commercial Vessels, Liability Coverage Requirements.</u></b>	
1.	Protection and Indemnity, must not exclude Wreck Removal	\$250K
2.	Pollution Liability	\$300K
3.	If Pollution and Indemnity Combined	\$600K
<b>C.</b>	<b><u>Recreational Vessels, Liability Coverage Requirements</u></b>	
1.	Protection & Indemnity, must not exclude Wreck Removal	\$250K
2.	Pollution Liability	\$300K
3.	–or- Water Craft Liability, must include both wreck removal and pollution liability coverage.	\$500K
	Umbrella clauses must identify boats exceeding 25 ft.	
<b>D.</b>	<b><u>Charter/Guide Vessels.</u></b>	
1.	General Liability	\$2MM
<b>E.</b>	<b><u>International Terminal Vessels (Tariff No. 1(\$17))</u></b>	
1.	Maritime Employer's Liability (Jones Act)	\$1MM
2.	Commercial and/or Comprehensive Marine General Liability	\$5MM
<b>F.</b>	<b><u>Vendors. (reserved)</u></b>	



## Staff Report – Department of Revenue Agreement

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**DATE:** March 28, 2023  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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### Overview

The Oregon Department of Revenue maintains an Offset program to assist with collections on uncollectable accounts.

### Details

The Oregon Department of Revenue (DOR) performs collections activities for state agencies, but not for Special Districts. Under the offset program DOR offsets any allowable refunds or sums due to debtors, unless prohibited by law. In simple terms they withhold refunds to the debtor, and instead pays the Port the refund. The minimum the DOR offset is \$25, DOR withholds 10% of the collection amount as their collection fee.

We may be required to capture the Debtors Social Security number or TaxId number, if this is required we will want to encrypt the Social Security number, I am discussing this with the software provider.

The Port currently works with two (2) different collection agencies, DOR recommends working with collection agencies and the offset program at the same time.

### Recommendation

I recommend the following motion:

I move the General Manager or designee enter into an Interagency Offset Agreement for uncollectable accounts with the Oregon Department of Revenue

###



DEPARTMENT OF REVENUE  
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT  
Port of Newport

DOR Contract #  
Tracking # 1071

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This Intergovernmental Collection Service Agreement (“Agreement”) is entered into between the Oregon Department of Revenue (DOR) and Port of Newport (District) pursuant to ORS 190.110 and ORS 293.250, and outlines the collection services provided to District by DOR and the type of debt assigned by District to DOR for collection. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental collection service agreement between DOR and District.

**1. Effective date and duration**

Upon execution by the parties, this agreement is effective as of 2/27/2023 (“Effective Date”) and shall remain in effect unless terminated or amended in accordance with the terms and conditions of this Agreement. District understands and agrees that the fees charged for any collection services provided under any prior collection service agreement after the Effective Date shall be paid at the rates provided in this Agreement.

**2. Statement of Work**

DOR shall offset any allowable refunds or sums due to debtors, unless prohibited by law. District represents and certifies to DOR that all necessary due process has been provided to establish its debtors’ liability for the debt and the amount owed, and that any debts assigned for collection under this Agreement are liquidated and delinquent, and statutorily eligible for the collection services provided under this Agreement. *Reference OAM 35.30.30 PO for definitions of liquidated and delinquent.*

Debt assigned to DOR under this Agreement is not eligible for DOR to issue warrants and garnishments, set up payment plans, process voluntary payments, send letters, or discuss debts with debtors.

a. District represents that the assigned debts are \$25 or greater and the debt type(s) are as listed:

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b. Collection services: DOR shall provide to District the following collection service(s):

Refund offset only. Allowable refunds due a debtor will be offset against the assigned debt.

c. Collection fee: DOR shall charge, and District shall pay a collection fee, on all offsets received by DOR. The collection fee below will be paid by District through net distribution of collections after adjustments.

10% - Of amounts collected through refund offset

d. Collection disbursement: DOR shall disburse to District the amount collected after adjustments (“Net Distribution”) less DOR’s fees. Payments from DOR to District will be made by Automated Clearing House (ACH) transfer. No checks will be issued. *Reference OAM 35.40.30.*

e. Refunding policy: Overpayments by a debtor of any amounts collected by DOR must be refunded by District unless otherwise arranged.

f. Debt file exchange:

(1) District shall provide DOR with debt collection assignments within the standard formats and exchange systems established by DOR for this purpose. This includes, but is not limited to:

Electronic Extensible Markup Language (XML) file through File Transfer Server (FTS)

Text file through Revenue Online (ROL) for automated file exchange, or ROL manual input.

DEPARTMENT OF REVENUE  
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT  
Port of Newport

(2) DOR may change the standard formats and exchange systems in the future. DOR shall notify District of any changes before they take effect and provide necessary documentation to assist with transition.

(3) District represents and warrants that it has received informed consent from the debtor or is authorized by law to use debtor's SSN for debt collection – *Reference OAM 35.40.30, PR.*

g. Returning debt:

(1) Debts may be recalled by District at any time. Assigned debt may be returned by DOR without advance notice for reasons such as bankruptcy or death, and in accordance with DOR policies and procedures, the Oregon Accounting Manual, and Revised Statutes.

(2) District must notify DOR immediately if an assigned debt becomes subject to a bankruptcy. DOR will immediately return the debt to District. If the debt survives bankruptcy, District may reassign the debt to DOR for collection services. If District fails to notify DOR in time for DOR to return debt without violating the automatic stay, District shall reimburse DOR in full for any attorney fees, costs, penalties or other expenses incurred by DOR as a result of the violation of the automatic stay.

h. Disputed debt:

District agrees to notify DOR of any disputes on assigned debt and DOR will notify District of any disputes. Disputed debt shall be placed in a non-collection status, until District satisfies the dispute. District must review the dispute and provide a determination to DOR within 30 days of notification by DOR of the dispute, or DOR may return the debt to District. *Reference OAM 35.30.30 for definitions of liquidated and delinquent.*

i. Reports:

All reports will be distributed via the Revenue Online Access (“ROL”) web interface. If District elects to use the DOR File Transfer Service (FTS) for automated file exchange, reports may also be made in an alternative format by special arrangement.

j. ROL – Obligations:

(1) DOR is responsible for creating and maintaining login access for District employee use of ROL. District agrees to notify DOR immediately when an employee with this access leaves District or under any circumstances whereby the employee's job duties no longer require this access.

### 3. Amendments to agreement

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

### 4. Termination of agreement

This Agreement may be terminated with a minimum of 30 days written notice by either party.

### 5. Access to records

Except with respect to confidentiality restrictions imposed by Oregon or federal law, DOR, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to District's books, documents, papers, and records, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcript.

DEPARTMENT OF REVENUE  
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT  
Port of Newport

**6. References**

- (1) Oregon Accounting Manual (OAM), Chapter 35: [egov.oregon.gov/DAS/SCD/SARS/oam\\_toc.shtml](http://egov.oregon.gov/DAS/SCD/SARS/oam_toc.shtml).
- (2) Oregon Revised Statutes (ORS): 1.197, 18.854, 190.110, 293.231, 293.233, and 293.250.
- (3) DOR policies and procedures.

**7. Miscellaneous**

a. Indemnity. District shall defend, save, hold harmless and indemnify the State of Oregon and DOR, and their subdivisions, officers, directors, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of or relating to the negligent acts or omissions of District or its officers, directors, employees, or agents under this Agreement.

b. Venue. Any claim, suit or action between DOR and District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

c. Nonappropriation. DOR's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon it receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DOR, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of DOR.

d. Default.

1) Event of default. A party will be in default under this Agreement if:

- (a) the party commits any material breach or default of any covenant, warranty, obligation or other provision of this Agreement or fails to perform under this Agreement within the applicable time specified and
- (b) such breach, default or failure is not cured within business 10 days after the other party's notice.

2) Remedies. In the event a party is in default under this section, the other party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:

- (a) termination of this Agreement immediately upon receipt of written notice or upon such date as is stated in the notice;
- (b) withholding moneys due under this Agreement;
- (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (d) exercise any other remedy available in law or equity.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

DEPARTMENT OF REVENUE  
INTERGOVERNMENTAL OFFSET-ONLY COLLECTION SERVICE AGREEMENT  
Port of Newport

Each person signing this Agreement below on behalf of a party represents and warrants that he/she is duly authorized to sign for and bind its respective party.

---

Oregon Department of Revenue	Port of Newport
Krista Olson, Procurement & Contracts Manager	Name/Title:
955 Center St NE	Address:
Salem OR 97301-2555	
Telephone: 503-945-7781	Telephone:
Fax number:	Fax number:
E-mail: Krista.Olson@oregon.gov	E-mail:
Signature:	Signature:
Date signed:	Date signed:

# NEW BUSINESS

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**DATE:** April 17, 2023  
**RE:** NOAA MOC-P Dredging  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

Of the two contractors who submitted for the job, the contractor who presented the best value to the Port for dredging NOAA MOC-P during the next available opportunity was Bergerson Construction.

We have requested a variance to conduct our dredging in the late summer/early fall, and it was approved by NOAA/NMFS; we are still waiting for a final determination from the Department of State Lands. My understanding is that ODFW has been reluctant to grant the variance, but that we are likely to get approval in the end.

Attached is a draft contract that has been reviewed by the Port's attorney and is contingent upon appropriation of the funds as well as approval of the permits.

## **DETAIL**

At about \$1.1M, Bergerson Construction was able to leverage their presence in Yaquina Bay to enter a proposal that was about 50% less than the other company who submitted for the work. There is money in the NOAA budget to cover this project.

The work is being done to meet our obligation to our tenant to maintain design depths so that their ships can moor without risking damage to sensitive scientific equipment mounted below the waterline on their vessels.

We have requested a variance to the in-water work window to get the work done at a time when ships are not in port so that we can complete all the dredging work that needs to be done. If we must dredge while there are ships in the berths, we will likely need to come back and dredge again next year.

We've also exercised every option to try and alter scheduling to allow us to dredge all the material we need to.

## **RECOMMENDATION**

I RECOMMEND A MOTION TO APPROVE THE BERGERSON CONSTRUCTION CONTRACT FOR DREDGING THE NOAA MOC-P FACILITY.

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

THIS AGREEMENT is by and between **Port of Newport** ("OWNER") and **Bergerson Construction Inc.** ("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 NOAA Wharf Maintenance Dredging 2023. The Work is generally described in the attached Scope of Work (SOW).

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work included in the SOW (may be the whole or only a part) is generally described as follows:

Hydraulic dredging at the NOAA Marine Operations Center – Pacific Facility located at 2002 Marine Science Drive, Newport, OR 97365. The Scope of Work includes maintenance dredging maximum of 19,111 cubic yards to the design depths specified in the attached Joint Permit Application. The dredging will encompass the north side of the facility wharf from 50’ west of the wharf including berths #1 through berth #6. The approximate area is shown in the attached documents. Total estimated yardage to be removed is 19,111 yds. of loose sandy/silt material. The CONTRACTOR shall provide dredging to design depths and costs associated with delivering and offloading dredge spoils to the upland disposal area per approved permit (see attached permit DSL #: 61588-GP). This contract includes the preparation and maintenance of the upland dredge disposal site under the attached erosion and sediment control plan. Project will commence only upon approval of funding and JPA; OWNER may terminate this agreement at any time if it is in the interest of the OWNER to do so.

**ARTICLE 3 – ENGINEER**

3.01 None. The project assumes maintenance dredging to the original 2010 construction depths. The Project will be supervised by the 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 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.

### 4.02 Days to Achieve Substantial Completion and Final Payment

A. Preparatory work may begin upon NTP from Owner. In-water work to begin not sooner than 28 August 2003 (or as otherwise allowed by environmental permits). All work to be substantially complete no later than 30 November 2023, unless extended by mutual negotiation.

## **ARTICLE 5 - CONTRACT PRICE**

5.01 Total contract price is One million, Ninety-Eight Thousand, Seven Hundred Fifty Dollars (\$1,098,750.00). OWNER shall pay CONTRACTOR in a lump sum according to payment procedures as set forth in Section 6 below.

## **ARTICLE 6 - PAYMENT PROCEDURES**

### 6.01 Project Payment

A. See measurement and Payment section of payment in SOW.

B. Cubic yard (CY) unit price calculated as \$17.50

C. If NOAA ships present in berths prevent dredging the total 19,111 cubic yards of material, OWNER shall pay by the above unit price only for the volume of material actually dredged.

## **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 advertised Request for Quotation (RFQ) and its SOW and the other related data identified in the attached SOW.

B. CONTRACTOR has visited the site and is 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 associated permits, federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all subsurface conditions at or

contiguous to the Site and all physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (including Underground Facilities) which have been identified as a Hazardous Environmental Condition, or are identified as a possible source of environmental concern.

E. CONTRACTOR has obtained and carefully studied, or assumes responsibility for doing so, conducting all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning 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. CONTRACTOR agrees that 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 these standards 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. General Conditions.
3. Scope of Work (SOW)
4. Request for Quotation (RFQ)



5. Joint Permit Application (JPA)
6. Contractor Bid Sheet
7. The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:
  - i. Final Authorized Agency permits
  - ii. Work Change Directives.
  - iii. Change Order(s) are subject to a maximum of a 10% mark up.
  - iv. Notice of Substantial Completion or Project Acceptance.

B. The documents listed in Paragraph 8.01.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**

### 9.01 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.

### 9.02 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.

### 9.03 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.

### 9.04 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" include 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 (3) 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 will be available and will be authorized for expenditure to finance costs of this Contract within the OWNER's current appropriation or expenditure limitation.

D. Indemnity: CONTRACTOR shall indemnify and hold harmless the OWNER, its commission members, administrators, officers, agents, employees, successors, and assigns, from any and all claims, demands and actions at law, in equity or otherwise that may hereinafter at any time be made or brought against the Port or commission members, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations by any individual, or anyone on any individuals' behalf on account of any injury or damage sustained in consequence 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 laws, 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 the performance of 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.

The Commencement date of this agreement is **April 7, 2023**.

**OWNER: Port of Newport**

Attest: \_\_\_\_\_  
Paula J. Miranda General Manager

**CONTRACTOR:**

Attest: \_\_\_\_\_  
Greg Morrill, President/General Manager, Bergerson Construction, Inc.  
55 Portway  
P. O. Box 387  
Astoria, OR 97103

Address for giving notices:  
**Port of Newport**  
**600 SE Bay Boulevard**  
**Newport, OR 97365**

**SCOPE OF WORK  
WHARF MAINTENANCE DREDGING  
NOAA MOC-P FACILITY – NEWPORT, OR**

**PART 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.** Hydraulic methods shall be used for dredging of soil to accomplish depths as shown on the plans included in the Joint Permit Application (JPA) or as directed by the Engineer in conformity with the required lines, grades, and sections. It is anticipated that the dredged material will be transported via submerged pipeline to the dredge disposal site indicated on the plans.
- b.** This Section includes the following:
  - i. Hydraulic dredging of the areas shown on the project drawings.
  - ii. Disposal of dredged material.
  - iii. Construction and maintenance of dredge material disposal site.

**1.2 DEFINITIONS**

- a.** Hard material is defined as material requiring the use of special equipment for economical removal, and includes boulders or fragments too large to be removed in one piece by the dredge.

**1.3 SUBMITTALS**

- a.** The CONTRACTOR shall provide a plan layout of the dredge and the dredge cut/fill description plan with illustrated sketches at least thirty (30) days before start of actual dredging operations. The plan shall include the proposed method of transporting the dredged material to the disposal site and, if appropriate, the proposed routing of the discharge pipe.
- b.** Erosion Control Plan: Any changes needed as part of the provided Erosion Control Plan to correspond with construction per the current 1200CA permit shall be submitted at least thirty (30) days before start of site preparations.
- c.** Dredge Disposal Plan: A detailed dredge disposal plan to correspond with construction per the current 1200CA permit including water quality control measures for the dredge disposal area discharge water.
- d.** Water Quality Monitoring Plan: A water quality monitoring plan shall be submitted at least thirty (30) days before start of actual dredging operations. The plan shall include the methods and procedures for monitoring the water quality that conform with the Section 401 Water Quality Certifications for the discharge water from the disposal site.

## 1.4 TIMING

- a. CONTRACTOR must perform in-water work within the project in-water work window of 28 August 2023 to 27 October 2023 and more specifically within the following time line:

Permit issuance –	Mobilization, disposal site preparation at a time agreeable to the Port
August 28, 2023 –	In-water work and dredging operations
October 27, 2023 –	Completion all in-water operations
November 30, 2023 –	Demobilization Complete

If a variance is obtained to work prior to this in-water work window, work shall commence in accordance with permitting alterations and on a new timeline negotiated between CONTRACTOR and OWNER

Work hours are between 7:00am – 7:00pm. Nighttime work with lights allowed by pre-approved permission only.

## 1.5 CHARACTER OF MATERIALS

- a. The area of maintenance dredging within this scope was originally dredged during the construction of the NOAA facility in November 2010 and subsequent maintenance dredging in 2014, 2016, and 2018. The maintenance dredging prism is assumed to be composed of loose sand and silt, medium to fine grained infill.
- b. A Sampling and Analysis Plan Report prepared by Advanced Remediation Technologies, Inc completed November 8, 2022 to support the characterization of the dredge materials is included in the Joint Permit Application.

## 1.6 MATERIAL TO BE MOVED

- a. 19,111 cubic yards of loose sand and silt materials has been estimated for removal to the specified depths with a one (1) foot over-dredge and 3:1 side slope calculation within the attached dredge prism and is to be considered a “Not to Exceed” amount.
- b. Hard Material: The removal of hard material is not included. Should the project Engineer or OWNERs representative direct in writing that hard material be removed, the work shall be performed and an adjustment in the contract price or time for completion, or both, will be made by adjusting the Contract Sum according to unit prices included in the Contract Documents. If hard material is to be removed, blasting will not be permitted.

## 1.7 ARTIFICIAL OBSTRUCTIONS

- a. The OWNER has NO knowledge of debris such as, but not limited to, metal bands, pallets, pieces of broken cable, rope, fire hose, and broken piles. The OWNER has NO knowledge of existing wrecks, wreckage, or other material of such size or character as to require the use of or special or additional plant for its economical removal. Any debris encountered in the proposed dredged area shall be removed from the water. Disposal shall be the responsibility of the CONTRACTOR and disposal shall be offsite in accordance with all applicable regulations. In case the actual conditions differ from those

stated or shown, or both, an adjustment in contract price or time of completion, or both, will be made in accordance with differing site conditions.

## **1.8 NOTIFICATIONS**

U.S. Coast Guard (USCG)

- a.** The CONTRACTOR shall coordinate all in water activities with the USCG.
- b.** The CONTRACTOR shall notify the USCG at least seven (7) days prior to beginning all dredging activities. The information shall include:
  - i. Name of the permittee.
  - ii. U.S. Army Corps of Engineers permit number.
  - iii. Name and identification of vessels(s) employed in the dredging operation.
  - iv. The location of the submerged discharge pipeline.
  - v. Additional information required by the U.S. Army Corps of Engineers permit.

## **1.9 PERMITS**

- a.** The CONTRACTOR shall comply with conditions and requirements of the Corps of Engineers Permit and other State or Federal permits. The OWNER's Representative will secure the permit for dredging and disposal of material. CONTRACTOR will post and display permits as required.

## **1.10 CHARGES**

- a.** The CONTRACTOR will pay charges imposed for disposal of material outside the project area.

## **1.11 ENVIRONMENTAL PROTECTION REQUIREMENTS**

- a.** The CONTRACTOR shall provide and maintain, during the life of the contract, environmental protective measures. Also, CONTRACTOR shall provide environmental protective measures required to correct conditions, such as oil spills or debris that occur during the dredging operations. CONTRACTOR shall comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.
- b.** CONTRACTOR is responsible for meeting all water quality standards on the discharge of any water from the dredge disposal site to receiving waters.
- c.** CONTRACTOR shall protect existing eelgrass and eelgrass mitigation area as shown in JPA. CONTRACTOR shall ensure dredging only occurs within the areas shown on the project drawings.

## **PART 2 - PRODUCTS**

- a.** None this section



## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- a.** Inspection of the Work will be performed by the OWNER's representative. The CONTRACTOR will ensure that the gauges, targets, ranges, and other markers are in place and usable for the intended purpose, but the presence of the inspector shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with the drawings and specifications.
- b.** CONTRACTOR shall furnish, at the request of the inspector, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the Work. When required, provide transportation for the Engineer and inspectors to and from the disposal area and between the dredging plant and adjacent points on shore.

### **3.2 CONDUCT OF DREDGING WORK**

- a.** Daily project meeting: CONTRACTOR to conduct daily site meetings to review upcoming work operations and coordinate work with Port of Newport and NOAA operations.
- b.** Order of Work: The OWNER's Representative will direct the CONTRACTOR on the order of Work. The OWNER's Representative reserves the right to change the order of Work at any time.
- c.** Project schedule: CONTRACTOR to provide proposed project schedule 30 days prior to start of Work. The schedule will be maintained and updated daily throughout the project.
- d.** It is anticipated that at least two (2) NOAA ships will be docked within the proposed dredge area. Dredging activities will be designed and scheduled to allow NOAA research vessels the ability to dock and move if required in order to accommodate dredging operations.
- e.** Pre-dredging bathymetric survey: The OWNER has provided a detailed pre-dredging bathymetric survey to verify the existing bay bottom elevations (Solmar Hydro 08/13/2018). I
- f.** Interference with Navigation: Minimize interference with the use of channels and passages. The OWNER's Representative will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary.
- g.** Lights: Each night during dredge, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, pipelines, ranges, and markers. Also, provide lights for buoys that could endanger or obstruct navigation.
- h.** Ranges, Gauges, and Lines: Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gauges in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gauges or ranges cannot be seen or followed.

- i.** Plant: Maintain the plant, scows, coamings, barges, pipelines, and associated equipment to meet the requirements of the Work. Promptly repair leaks or breaks along pipelines. Remove dredged material placed due to leaks and breaks.
- j.** Dredge within the indicated dredge areas to the lines and grades indicated on the project drawings. Dredging underneath the pier is NOT allowed. A 3:1 slope has been anticipated for material sloughing as shown in JPA Figure 5A. Dredging shall be limited to the depths shown on the project drawings with a 1-foot over-dredge allowance anticipated. Under-dredging is not allowed.
- k.** Dredging is to occur in areas where new piles have been installed; care shall be taken as to not damage the piles. When dredging occurs around new piles, the piles shall be monitored to ensure pile has not been damaged or compromised.
- l.** Dredging shall be conducted beginning at the top of the dredge slope and moving down and so that re-suspension of solids is limited.
- m.** Disposal of Excavated Material: Excavated Material shall be deposited in the upland spoils area identified in the JPA. CONTRACTOR is responsible for developing and implementing a dredge disposal plan. Facilities shall be maintained and upgraded as required based on site conditions and to meet water quality standards and applicable permit terms and conditions.
- n.** Dredge discharge pipeline: (See JPA-Figure 7) A pipeline used to pump the dredged material from the north side of the wharf to the upland dredge disposal site shall be located such that it does not interfere with the existing eel grass mitigation areas, vessel navigation in the bay or with the daily operations at the NOAA MOC-P dock facilities. The discharge pipe shall be located at the disposal site as to not interfere with the Port of Newport's South Beach Marina operations.
- o.** Salvaged Material: Anchors, chains, firearms, and other articles of value, which are brought to the surface during dredging operations, shall remain or become the property of the OWNER and shall be deposited on shore at a convenient location near the site of the work, as directed.
- p.** Plant Removal: Upon completion of the Work, CONTRACTOR shall promptly remove plant, including ranges, buoys, piles, pipelines, and other markers or obstructions.

### **3.3 FINAL EXAMINATION, ACCEPTANCE AND PAYMENT**

The presence of the OWNER's construction representative shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the specifications. The CONTRACTOR will be required:

- a.** To furnish, on the request of the OWNER or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the CONTRACTOR will not be required to furnish

such facilities for the surveys, prescribed in paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE" of this Section.

- b. To furnish, on the request of the OWNER or any construction representative, suitable transportation from all points on shore designated by the OWNER to and from the various pieces of plant, and to and from the dredged material placement site. Should the CONTRACTOR refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the OWNER, and any resultant cost incurred by the OWNER will be deducted from any amounts due or to become due the CONTRACTOR.
- c. To work on Sundays, Holidays, and Nights
- d. Except as otherwise restricted herein, dredging may be performed from 7:00 am to 7:00 pm – Monday through Sunday. The CONTRACTOR at his expense shall provide adequate lighting, in compliance with all City, OSHA Regulations and Coast Guard Regulations for thorough inspection of night operations.
- e. **CONTINUITY OF WORK**  
Payment will not be made for work done in any area designated by the OWNER until the full depth required under the contract is secured in the whole of such areas, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the OWNER. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening.
- f. **SHOALING**  
Shoaling Prior to Dredging - The drawings and quantity estimates are based on the condition of the dredge area at the time of the most recent survey (measurements collected on 11/10/2022 by AKS Engineering.). Any shoaling that has developed, subsequent to the survey indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the CONTRACTOR at the contract unit price for dredging, and including any applicable unit price adjustments if so directed by the OWNER.  
  
Shoaling Subsequent to Dredging - If shoaling occurs before the contract is completed in any section previously accepted, including shoaling in the finished basin, re-dredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the CONTRACTOR and the OWNER.
- g. **FINAL EXAMINATION AND ACCEPTANCE**  
As soon as practicable after the completion of the entire Work, such work will be thoroughly examined at the cost and expense of the OWNER by post bathymetric survey. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the CONTRACTOR will be required to remove same by dredging at the contract price for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the OWNER. The CONTRACTOR shall provide adequate advance notice to the OWNER of the completion of dredging of each acceptance section

(maximum 2) to ensure prompt performance of the after dredging acceptance surveys. The CONTRACTOR shall provide the notice at least 5 calendar days in advance of anticipated completion of each section of work. If the CONTRACTOR fails to provide this advance notice, the OWNER will not be responsible for any delays caused by incomplete surveys. The CONTRACTOR will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than one sounding operation by the OWNER over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such second and any subsequent sounding operations will be charged against the CONTRACTOR at the rate of \$4,500.00 per day for each day in which the surveyor is engaged in sounding or is in route to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

h. MEASUREMENT AND PAYMENT

Lump Sum Payment items - Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BID FORM and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated CONTRACTOR quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

Mobilization and Demobilization - All costs connected with the mobilization and demobilization of all of the CONTRACTOR's dredging plant and equipment as defined above will be paid for at the contract lump sum price for this item. The mobilization and demobilization may not exceed twenty-five percent (25%) of the total contract price. Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of his mobilization at the work site. The remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization. In the event the OWNER considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the OWNER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the OWNER will result in payment of actual mobilization costs, as determined by the OWNER, at the completion of mobilization, and actual demobilization costs, as determined by the OWNER, at the completion of demobilization. The determination of the OWNER is not subject to appeal.

Mobilization - Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, this shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, placement site inspection and any other associated work that is necessary in advance of the actual dredging operations.

Demobilization - Demobilization shall include general preparation for transfer of plant to its home base, removal of equipment, cleanup of site of work including the placement area (as applicable), placement site grading and ditching (as applicable), weir maintenance (as applicable), and transfer of plant to its home base.

i. UNIT PRICE PAYMENT ITEMS

The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated CONTRACTOR quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

Dredging - Payment to be made for costs associated with dredging shall include the cost of removal, transportation and disposal of dredged material in the designated placement area as indicated and specified exclusive of the Lump Sum Payment Items as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the Work has been completed. The volume for measurement and payment shall include the material within the limits of over-depth and side slopes described in paragraph "Required Dredging Prism, Over-depth, and Side Slopes", less any deductions that may be required for misplaced material described in subparagraph "Misplaced Material", below. The drawings are believed to accurately represent conditions at the time of the surveys indicated. New soundings will NOT be taken immediately before dredging. The CONTRACTOR's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the CONTRACTOR's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Certified Hydrographic surveyor using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

Misplaced Material - Any material that is deposited elsewhere than in places designated or approved by the OWNER will not be paid for, and the CONTRACTOR may be required to remove such misplaced material and deposit it where directed at his expense.

Excessive Dredging - Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Over-depth, and Side Slopes" will be considered as excessive over-depth dredging, or excessive side slope dredging, for which payment will not be made. Nothing in this section shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of Paragraph SHOALING and Paragraph FINAL EXAMINATION AND ACCEPTANCE.

Variations in Estimated Dredging Quantities - Where the quantity of a pay item in this Contract is an estimated quantity and where actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity determined by a Before Dredging survey, an equitable adjustment shall be made upon demand of either party. The equitable adjustment shall be based upon any decrease or increase in costs due solely

to the variations above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity. The above variation in quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as allowable "over depth".

## **PART 4 – GENERAL**

### **4.1 ADDITIONAL NOTES**

- a. The NOAA MOC-P facility is a federally secured property. General admittance to the property is not permitted without permission. Names of trades persons and delivery vehicles are to be submitted prior to entry. All persons are subject to security check-in at NOAA main gate.
- b. The NOAA MOC-P federal facility is a working office and warehouse facility. All attempts at reducing impact to administrative personnel during working hours 7:00am – 5:00pm will be made. CONTRACTOR shall submit a preliminary work schedule for all affected areas prior to mobilization.
- c. Mobilization of equipment and materials and de-mobilization of equipment and excess materials will be off site at a location provided by the Port of Newport.
- d. CONTRACTOR is responsible for protecting all areas adjacent to their work from any damage due to their Scope of Work. Any and all damage will be repaired and/or cleaned up by CONTRACTOR at the CONTRACTOR's expense.
- e. CONTRACTOR is responsible for off-loading, storing and weatherproofing materials on job site, and responsible for the necessary equipment needed to unload materials.
- f. CONTRACTOR shall provide all equipment, scaffolding, cranes and hoisting needed to complete Scope of Work.
- g. CONTRACTOR shall provide safe working surroundings for own employees and other trades, ensure safe passage of persons around area of service.
- h. All work shall be performed in accordance with O.S.H.A. standards and requirements.
- i. If applicable, CONTRACTOR shall provide M.S.D.S. for all materials prior to mobilization.
- j. If applicable, CONTRACTOR shall conduct weekly jobsite safety meetings and provide Port of Newport with a record of Safety Meeting Minutes.
- k. Work, access, parking, and noise are confined to the limits as defined by project representative.
- l. If applicable, onsite job boxes or trailers are to be authorized by the Port of Newport and maintained by CONTRACTOR.
- m. CONTRACTOR shall provide complete set of post dredge survey drawings and work reports to Port of Newport, at the end of the project. Daily cleanup and final cleanup is required.

### **4.2 WORK SPECIFICLY EXCLUDED FROM THIS RFQ:**

- a. Hard material removal

# **NEW BUSINESS**

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**DATE:** April 20, 2023  
**RE:** Business Oregon Grant Forklift  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

In the past, the squid fishery in Oregon has been considered ephemeral, and was too sporadic to count on for permanent resources. Although this year will be a slow year for squid in Newport, the past several years have been a striking departure from previous decades. In recognition of the additional business the squid fishery has spun up at the Port of Newport, Business Oregon is offering a \$175K grant from the Emerging Opportunity Fund in part for the purpose of adding a forklift that is capable of supporting squid operations.

## **DETAIL**

This grant is made to support new opportunities for economic growth throughout the state; the squid fishery has definitely caught the attention of many at the state level. We can certainly make good use of this forklift, which is equipped with options specifically intended to maximize efficient transfer of squid to trucks. The most recent quote for this forklift is \$125K.

The remainder of this grant includes funding for two more fish fillet tables in the South Beach Marina; the procurement and installation of which is under the micro purchase limit for the Port, and can be administered by staff.

## **RECOMMENDATION**

I recommend a motion AUTHORIZING THE GENERAL MANAGER TO ACCEPT A GRANT FROM BUSINESS OREGON IN THE AMOUNT OF \$175K, AND TO EXECUTE THE PURCHASE OF A HYSTER FORKLIFT NTE \$132K.

April 19, 2023

Paula J. Miranda  
General Manager  
Port of Newport  
600 SE Bay Blvd.  
Newport, OR 97365

Re: Emerging Opportunity Fund

Dear Paula J. Miranda:

On behalf of Business Oregon, I would like to express our appreciation at the decision of the Port of Newport to invest in the port's facility in Newport, Oregon. Your investment in Oregon will have a fantastic impact on the region's economy.

Business Oregon is pleased to notify you that the agency has approved an award of \$175,000 from the Emerging Opportunity Fund in the form of a grant to assist the Port of Newport with this project.

The grant can be used for no purpose other than for costs incurred to complete the project and cannot be used to retire any debt. The award is contingent on the successful negotiation of contractual terms between our agency and the Port of Newport. These funds must be used in line with the contractual terms no later than June 30, 2023.

We look forward to working with you during the implementation of this project. If you have any questions, please do not hesitate to contact Laura Engstrom, Business Oregon Regional Development Officer at 503-302-4114 or by email at [Laura.Engstrom@biz.oregon.gov](mailto:Laura.Engstrom@biz.oregon.gov).

Business Oregon is proud to be a part of your project and I am confident that this expansion in Oregon will be prosperous for your company, for our state's economy, and for the community of Newport.

Sincerely,



Sophorn Cheang, Director

c: Hon. Senator Dick Anderson, Oregon Senate District #5  
Hon. Representative David Gomberg, Oregon House District #10  
Laura Engstrom, RDO



# NEW BUSINESS ITEM

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**DATE:** *April 25, 2023*  
**RE:** *Purchase and Sale Agreement – 343 SW Bay Blvd*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, General Manager*

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## **BACKGROUND**

The original building located within this property was removed a couple years ago due to safety concerns. We tried to figure out the best use for this property. Some options were discussed with a committee created to review future uses of this property which included President Burke, Commissioner Lackey, Operations Director Aaron Bretz and myself. After much discussion we realized that none of the options would make financial sense to the port but could make sense to a private party.

We have since received an offer from one of the neighboring properties Ocean's Edge LLC DBA Marine Discovery Tours, which would maintain the property as its current water use. Since there were other interests in the past, I reached out to those parties via email to find out if they would also like to make an offer and what would the use of the property be. No other offers were made.

The Purchase and Sale Agreement for the tax assessed value of the property in the amount of \$107,450. I believe this will offer the best outcome for the use of the property. Besides, this will save the Port from having to remove the current infrastructure.

Purchaser will have until July 1, 2023, to complete their due diligence.

## **RECOMMENDATION**

I recommend "A MOTION ALLOWING THE GENERAL MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT, AS ATTACHED, AND ANY CLOSING DOCUMENTS NECESSARY TO COMPLETE THE SALES TRANSACTION."

## AGREEMENT TO PURCHASE AND SALE REAL ESTATE

This Agreement to Purchase and Sale Real Estate (this "Agreement") effective this \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") is by and between, Port of Newport ("Seller") and Ocean's Edge, LLC, an Oregon Liability Company ("Purchaser").

Seller owns the land located on 343 SW Bay Blvd, Newport Oregon as depicted on Exhibit A attached hereto (the "Property"). Purchaser offered to purchase the Property, and Seller has accepted Purchaser's offer subject to certain terms and conditions, which are generally outlined below in this Agreement.

1. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be One Hundred Seven Thousand Four Hundred Fifty Dollars (\$107,450.00), to be mutually agreed between Seller and Purchaser.
2. **EARNEST MONEY DEPOSIT.** Purchase shall deposit Five Thousand Dollar (\$5,000) with Western Title and Escrow representing the Earnest money for this transaction.
3. **CONTINGENCIES.**
  - (1) Seller's obligation to sell the Property is conditioned upon approval by Purchaser's Board of Commissioners prior to the Closing Date
  - (2) Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of property inspections, including but not limited to physical inspection, any environmental assessment and other feasibility studies, including clear title, prior to the Closing Date; Seller shall provide any available inspections to Purchaser
4. **CLOSING.** Closing shall occur on or before July 1, 2023 (the "Closing Date"), unless otherwise extended by mutual agreement of the parties.
5. **CLOSING COSTS AND LIENS.** Purchaser shall pay one-half (1/2) of the escrow fee and the fee to record the deed to Purchaser. Seller shall pay one-half (1/2) of the escrow fee, the full title insurance premium, and all costs to clear title. Any additional closing costs shall be allocated as customary. Seller shall pay off all liens on the Property at closing. Seller agrees to credit \$750 to Purchaser towards DSL Application Fees.
6. **COMMISSION.** No commissions shall be paid to any broker in connection with this transaction.
7. **REPRESENTATIONS.**

**7.1 As Is.** Purchaser represents that it accepts and executes this Agreement on the basis of its own examination and personal knowledge of the Property and any infrastructure; that except for as provided in this Agreement, Seller has made no representations, warranties, or other agreements concerning matters relating to the

Property; that Seller has made no agreement or promise to alter, repair, or improve any infrastructure; and that Purchaser takes the Property “AS IS.”

7.2 Seller makes no representation as to the size of the Property being conveyed. Purchaser is advised, if desired, at its sole cost and expense, to obtain a survey of the Property to determine the size of the Property boundaries.

7.3 Seller represents:

- a. That it has legal authority to convey the Property;
- b. That the Property is not encumbered by any easements, boundary disputes, encroachments, or other encumbrance, except those of public record;
- c. That there are no underground storage oil/fuel tanks on the Property or Seller has otherwise identified the location or approximate location of the tanks to Purchaser.
- d. The City of Newport is requiring removal or repair of the current infrastructure located within the property by February 1, 2024.
- e. That there is no other material defect affecting this Property or its value that a prospective Purchaser should know about, other than those already disclosed to Purchaser.

## 8. **DEPARTMENT OF STATE LANDS PROPERTY.**

Purchaser acknowledges that adjacent submersible and submergible properties, as seen on Exhibit B, belongs to the Department of State Lands (DSL). Although DSL property is currently leased by Seller, once Property is sold, Purchaser shall negotiate a separate lease with DSL, as DSL will require current infrastructure to be removed or Purchaser to enter into a lease with DSL to maintain infrastructure in place.

9. **TAXES/PRORATIONS.** There shall not be any proration of taxes, as Seller is a tax-exempt entity.
10. **UTILITIES.** Seller shall pay all utility bills accrued to date and payment shall be handled outside of escrow.
11. **POSSESSION.** Purchaser is entitled to possession on the date of Closing, unless otherwise agreed to between the parties.
12. **BINDING EFFECT/ASSIGNMENT RESTRICTED.** This Agreement is binding on and will inure to the benefit of Seller, Purchaser, and their respective heirs, legal representatives, successors, and assigns.
13. **ESCROW DEPOSITS.** Escrow is authorized to hold, apply and/or release the earnest money as provided for in this Agreement.
14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement may not be

modified or amended except by a written agreement executed by both parties. The parties were represented by legal counsel and/or had the opportunity to be represented by legal counsel. This contract was negotiated between the parties and is voluntarily executed. A signature received by facsimile or email scan has the effect of an original signature.

15. **NOTICES.** All notices and communications in connection with this contract must be given in writing and transmitted by first class mail and/or email to Purchaser and to Seller at the address first set forth above. Notices given in accordance with this paragraph are deemed given upon the date of receipt or the date of mailing, with proof of mailing. Either party may, by written notice, designate a different address for purpose of this contract.
16. **APPLICABLE LAW.** This Agreement is construed, applied and enforced in accordance with the laws of the State of Oregon.
17. **WAIVER.** The failure or delay of any party to enforce the performance of any term or condition of this contract does not waive or otherwise limit the party's right to enforce or pursue remedies for the breach of any such term or condition. Any waiver under this contract must be in writing and signed by the party to be charged.
18. **SEVERABILITY.** Should any term, provision, or portion of this contract at any time be in conflict with any law, ruling or regulation, or be unenforceable, then such provision will continue in effect only to the extent that it remains valid. In the event that any provision of this contract becomes less than fully operative, the remaining portion of that provision and all other provisions of this contract will nevertheless remain in full force and effect.
19. **INTENT TO BE BOUND.** This Agreement sets forth the essential terms of the transaction contemplated between the Seller and Purchaser, and all parties hereto intent to be bound by this Agreement.

AGREED AND ACCEPTED BY THE UNDERSIGNED AS OF THE EFFECTIVE DATE:

**SELLER:**

PORT OF NEWPORT

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

**PURCHASER:**

OCEAN'S EDGE, LLC

\_\_\_\_\_  
Name: Fran Mathews, Member

\_\_\_\_\_  
Name: Brendan Mathews, Member

EXHIBIT A

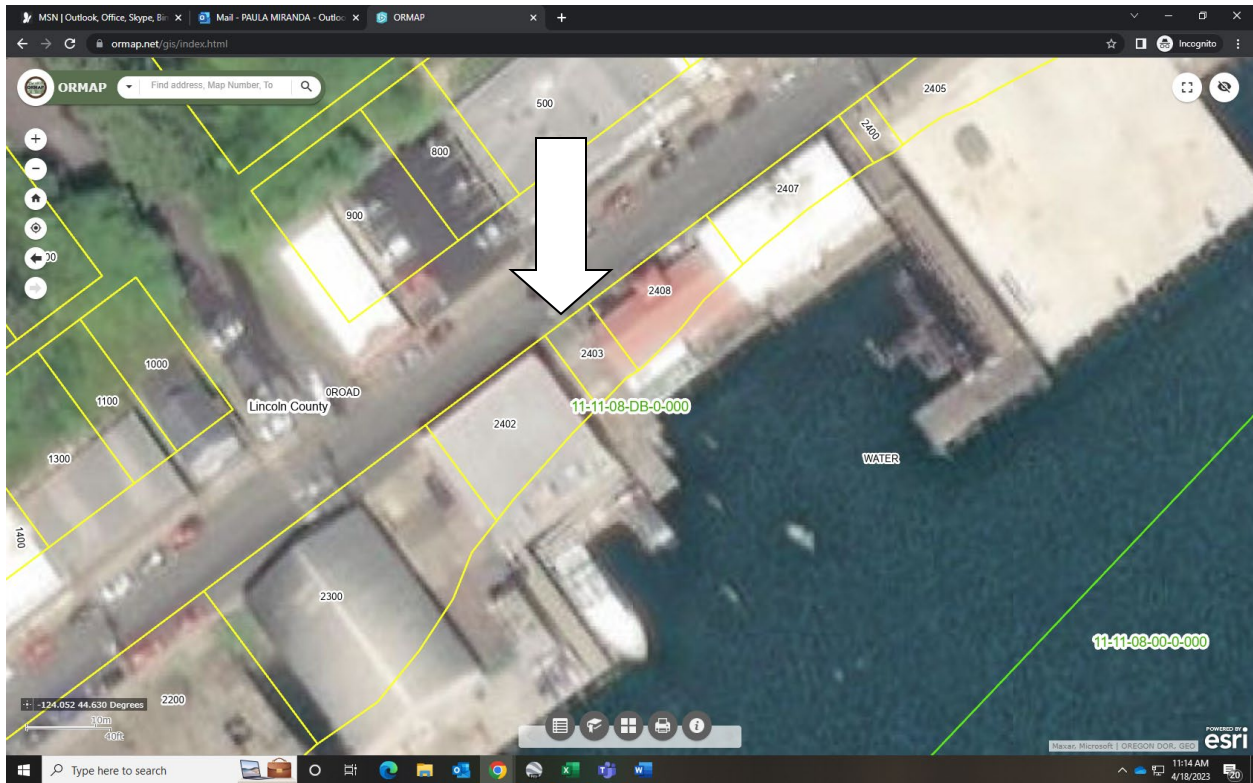
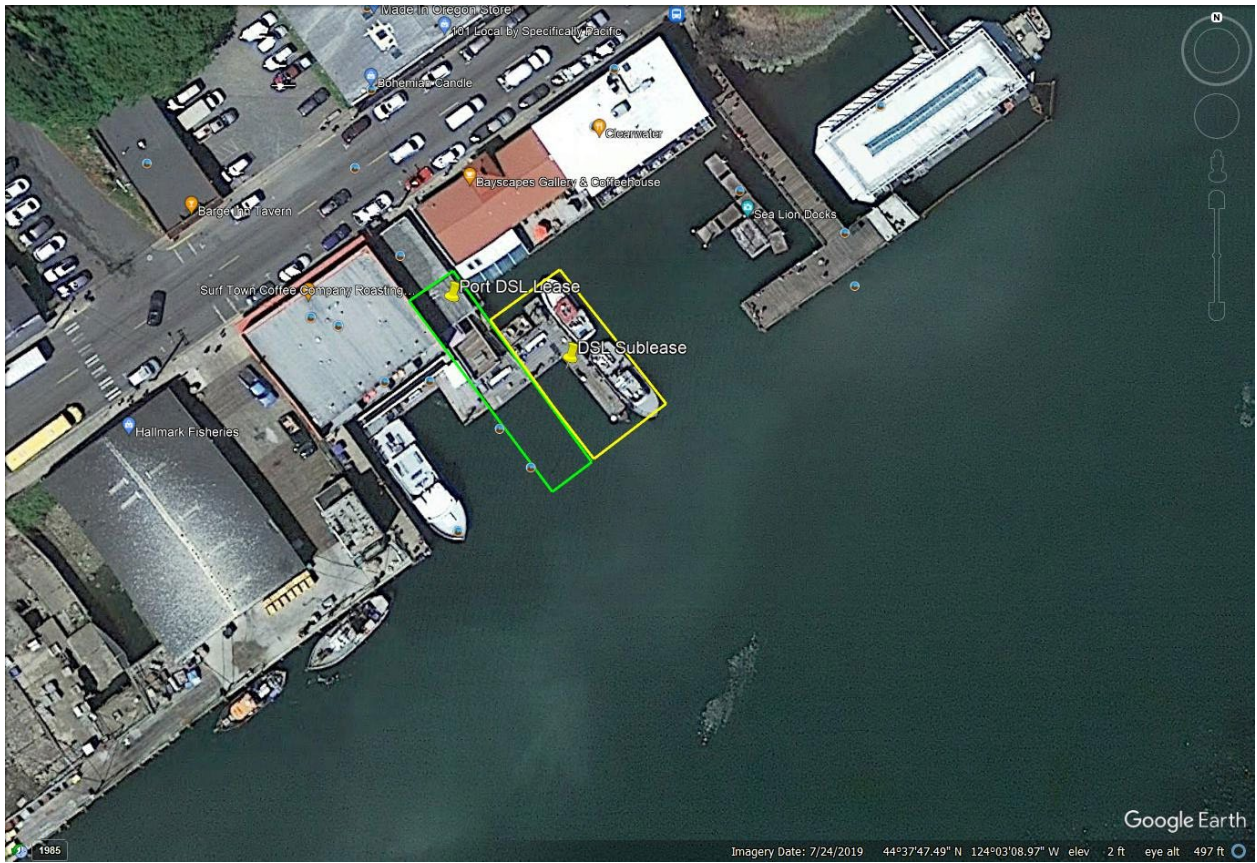


EXHIBIT B



# GENERAL MANAGER MONTHLY REPORT

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**DATE:** 04/20/23  
**PERIOD:** 03/24/23 – 04/20/23  
**TO:** Board of Commissioners  
**ISSUED BY:** Paula J. Miranda, General Manager

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## **OVERVIEW**

This month our focus seems to be on grants. Of course, there are a lot of projects moving forward and budget season is also upon us.

Here are some of the highlights for the month:

### **South Beach**

RV Park New Host: We now have a new camp host, which I think will help tremendously in addressing all kinds of issues around the park. As usual, we are already very busy at this time of the year with the park almost sold out for the summer. We are continuously working on a plan to address long term versus short-term, which we hope to bring to commission soon.

RV Park Annex Plan: With the ongoing non ending number of repairs to the RV Park Annex, it is no news that we need to come up with a better plan to address the issues. A discussion of obtaining a plan for the replacement of the park is something we included in our Strategic Plan. We are now working on an RFP for the plan so we can move forward with this project.

Rogue Third Lease Amendment: Commission approved Rogue's Third Amendment to Lease pending staff evaluation of the location to construct their wastewater system. After many consultations with Port's engineer, we are satisfied that the wastewater system shall not impact the seawall, as originally concerned. Therefore, I went ahead and executed the document as approved by commission.

### **North Commercial**

Administration Building: As you know, there was another two weeks delay and as of right now parts should be on its way with Certificate of Occupancy expected as of May 3<sup>rd</sup>. We are currently scheduled to move into the building on May 5<sup>th</sup> if everything goes as scheduled.

Port Dock 7 Plan: On April 11<sup>th</sup>, we held a hybrid Fishing Pier public outreach meeting, which is a mitigation project tied to Port Dock 7. We appreciate the Commissioners and public in attendance. We also appreciate those who have submitted comments in writing. We will continue our outreach efforts and comments is still accepted in the event someone didn't have the opportunity to attend the meeting.

Commercial Marina Channel Dredging: The next step is to conduct sediment sampling additional. This process was originally scheduled to be conducted on a later phase but doing it now will bring more certainty to the project.

Commercial Marina Parking: As you know the City is getting close to implement their Bay Blvd parking plan. Our director of operations has been attending their committee meeting and we would like to provide some update and work on a plan in how the port can assist in providing parking within our parking lots. A work session would be ideal for this discussion. I know we already have the budget and goals and objectives for the month of May. However, this is an issue that should also be addressed sooner than later. A May or early June work session would be ideal.

343 SW Bay Blvd: The original building located within this property was removed a couple years ago due to safety concerns. We tried to figure out the best use for this property. Some options were discussed with a committee created to review future uses of this property which included President Burke, Commissioner Lackey, Operations Director Aaron Bretz and myself. After much discussion we realized that none of the options would make financial sense to the port but could make sense to a private party. Meanwhile, the port received an offer from one of the neighboring properties, which would maintain the property as its current water use. Since there were other interests in the past, I reached out to those parties via email to find out if they would also like to make an offer and what would the use of the property be. No other offers were made. At this meeting I am including a Purchase and Sale Agreement for the tax assessed value of the property in the amount of \$107,450. I believe this will offer the best outcome for the use of the property.

## **Newport International Terminal**

RORO Dock Piling Assessment: Congresswoman Val Hoyle listed this project as one of her Congressionally Directed Spending (earmarks) projects that she is submitting to the appropriations committee. Again, we are very appreciative of her and her team's effort on this project. Our staff is currently working on details, so we can obtain the proper permits. The project is estimated at \$657K. We requested 55% of the funds, in accordance with the USDA allowance.

Dredging: We receive an approval from the US Army Corps of Engineers but are still waiting for confirmation from ODFW regarding our request for a variance, which would allow us to dredge outside of the in-water work window. Letters of support from NOAA has been sent. We have also reached out to Rep. Gombert regarding this issue, including future dredge window. We would like to change the original in-water window back or at least receive another 15 days in the beginning period to compensate for the loss of the 15 days on the tail end of the timeline. This will allow us to better coordinate NOAA's dredge without interfering with their vessels during their busiest season.

Projects: We have been receiving some interest from the PACWAVE and Georgia Pacific projects in using the terminal. The longshoremen have been included in the conversations. We are also still entertaining a couple companies of the forest industry side.

MARAD Grant: Once again MARAD grant for the Ports Improvement Development Program (PIDP) is due on April 28<sup>th</sup>. We are once again planning to submit the request for the equipment. We still have two forest industry customers interested in using the site, but we can't make it happen without the proper



equipment. We are waiting for updates on the cost of the equipment. We anticipate costs to go up, therefore the grant request and matches will also go up.

Business Oregon Grant: We were just awarded \$175K from Business Oregon for emerging business. Part of the funds will be utilized to purchase a new forklift and part to build a couple additional cleaning stations (fillet tables) at South Beach. We are very appreciative of Business Oregon working with us on obtaining those funds to invest in our port.

### **Miscellaneous:**

Finances: Our audit is running a little late due to the new software change, as some of the information is out of place. Our staff is working through with the auditors to address those issues and make sure everything is in compliance.

Budget: We are moving forward with our grant. We are trying to have our first meeting the second week of May. If you haven't responded to the schedule survey, please do as soon as possible. We have a lot of projects included for this year's Budget.

Derelict Vessels: As mentioned in our Director of Operations report, derelict vessels continue to be a problem, not just for us, but for many Oregon ports. This has been a topic of discussion on the State level. There was a bill that HB 2914 that would have set up an abandoned and derelict vessel task force, but that end up on the Governor's desk who along with the State Treasurer amended the bill to establish an Abandoned and Derelict Vessel (ADV) program within the Department of State Lands, establish an ADV fund within DSL, and requires DSL to submit a report to the Legislative Assembly. Governor Kotek has also requested \$18.7 million in one-time funding to remove ADVs from around the state. This money would be a one-time allocation from a settlement agreement with a pesticide producer. The bill passed the committee, and we are now awaiting the printing of the amended bill so that it can go to the House floor for a vote. That was the last update we received from OPPA. This is good news for Oregon Ports, but we just don't know yet, how this will benefit our port directly. I am sure it will help. Meanwhile, we continue to deal with a lot of derelict vessels already in our port or being brought up to our port because of safety issues. There is also a vessel currently tied up to the breakwater near the Commercial Marina. Just a reminder that we are not responsible for vessels brought by the Coast Guard and tied up around the bay for security purposes. Those become a problem when they are brought into our property.

FEMA Flood Maps Update: There is an ongoing concern from Oregon Ports regarding the new FEMA flood map update, which seem to interfere with all future development within those mapped areas, which include all port's properties. The proposed maps would prevent the development of waterfront, maintenance of channels, and existing infrastructure amongst other things. OPPA, SDAO, Business Oregon and our federal relations folks are all monitoring this issue. More to come.

Goals and Objectives: It's that time of the year and I would like to schedule a work session to present our goals and objectives for the year. I would encourage us to do this right in sync with the budget, so a May meeting would be ideal.

Offshore Wind Energy: During our last meeting Heather Mann of Midwater Trawlers Cooperative made a public comment requesting a follow-up letter from the Port to BOEM to rescind the current Oregon call

areas and begin again using a spatial mapping tool to examine all of the Oregon coast, including waters deeper than 1,300 meters. I went ahead and drafted a follow up letter, as seen attached. Please feel free to make any comments.

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

- 03/29/23 - YBEF Meeting
- 03/30/23 - Government of Accountability Office - Raise Grant Questionnaire
- 03/30/23 - Presentation to Rotary Club
- 03/31/23 - Business Oregon - Federal Coordinating Committee
- 04/03/23 - Operations Recurring Meeting
- 04/04/23 - Yaquina Bay Estuary Management Plan Steering Committee
- 04/05/23 - Business Oregon Ports Training - Patty Martin, Oregon Coast Visitors Association
- 04/06/23 - SDAO Board Meeting
- 04/06/23 - EDALC Board Meeting
- 04/07/23 - Communications Meeting
- 04/07/23 - PNWA Action Plan
- 04/10/23 - Operations Recurring Meeting
- 04/11/23 - OCWCOG Meeting
- 04/11/23 - Fishing Pier Outreach Meeting
- 04/13/23 - Admin Building Walkthrough
- 04/14/23 - City/Airport Coordination Meeting
- 04/17/23 - Operations Recurring Meeting
- 04/17/23 - OPPA Meeting to Discuss FEMA New Flood Maps
- 04/17/23 - Finance Recurring Meeting
- 04/18/23 - PNWA Executive Officers Meeting
- 04/18/23 - Directors Monthly Meeting
- 04/19/23 - Dept. Heads Meeting
- 04/20/23 - FEMA - Oregon BiOp NEPA Scoping Meeting
- 04/21/23 - Communications Meeting
- 04/22/23 - Oregon Coast Aquarium Board Meeting
- 04/24/23 - Operations Recurring Meeting
- 04/24/23 - Yaquina Bay Estuary Management Plan Steering Committee
- 04/24/23 - Finance Recurring Meeting
- 04/25/23 - MARAD Regional Officer Visit

### **Upcoming Schedule:**

- 04/26/23 - Business Oregon - Ports Capital Facilities Plan Listening Session
- 04/26/23 - YBEF Meeting
- 04/28/23 - Business Oregon - Oregon Public Ports Federal Coordinating Committee
- 04/28/23 - NW Oregon Works Board Meeting

- 05/01/23 - Operations Recurring Meeting
- 05/01/23 - Finance Recurring Meeting
- 05/02/23 - Business Oregon - Ports Capital Facilities Plan Listening Session
- 05/04/23 - Commercial Crew Quarterly Meeting
- 05/05/23 - Communications Meeting
- 05/08/23 - Operations Recurring Meeting
- 05/08/23 - Finance Recurring Meeting
- 05/09/23 - Dept. Heads Meeting
- 05/09/23 - OCWCOG Meeting
- 05/11/23 - Business Oregon - Ports Capital Facilities Plan Listening Session
- 05/15/23 - Operations Recurring Meeting
- 05/15/23 - Finance Recurring Meeting
- 05/16/23 - Directors Monthly Meeting
- 05/19/23 - Communications Meeting
- 05/22/23 - Operations Recurring Meeting
- 05/22/23 - Finance Recurring Meeting
- 05/23/23 - PNWA

April 25, 2023

Mr. Doug Boren, Regional Director  
Bureau of Ocean Energy Management  
Office of Strategic Resources  
760 Paseo Camarillo, Suite 102  
Camarillo, CA 93010

Via Email: [Doug.Boren@BOEM.gov](mailto:Doug.Boren@BOEM.gov)

Re: Oregon Coast – Offshore Wind Energy

Dear Mr. Boren:

Back on May 25, 2022 I shared a resolution from the Port of Newport Commission addressing some of their concerns and providing some recommendations regarding offshore wind energy on the Oregon Coast. Please see the resolution attached.

Point number 2 of the resolution is to move all Oregon call areas outside of 1,300 meter to avoid displacing current sustainable fishery activities.

The Pacific Fishery Management Council recently made the recommendation to rescind the current Oregon call areas and use the NCCOS spatial modeling tool to map the entire Oregon EEZ, including water depths deeper than 1,300 meters.

The Port of Newport once again urges you to reconsider our previous request and further we strongly support the recent recommendations coming out of the March Pacific Fishery Management Council. The impacted fisheries that take place within the current Oregon call areas are of great importance to Lincoln County and Oregon's economy.

Sincerely,

Paula J. Miranda, General Manager

Cc: Governor Tina Kotek  
Senator Jeff Merkley  
Senator Ron Wyden  
Congresswoman Val Hoyle  
State Senator Dick Anderson  
State Representative David Gomberg

**PORT OF NEWPORT  
RESOLUTION 2022-05**

**A RESOLUTION AUTHORIZING THE PORT OF NEWPORT  
TO SEND THE BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM)  
AND THE OREGON DEPARTMENT OF ENERGY (ODOE) A LETTER WITH  
RECOMMENDATIONS REGARDING OFFSHORE WIND ENERGY**

**WHEREAS** the Port of Newport Commission recognizes that offshore wind energy may be an important component to our state’s transition to cleaner energy; and

**WHEREAS** the Port of Newport also values the commercial and recreational fishing fleets, as well as the science research vessels from NOAA and OSU, and recognizes their significant economic contributions to the national, state, regional and local economy as well as the Port of Newport; and

**WHEREAS** harvesters, processors, marine suppliers and more all benefit from Oregon’s sustainable fisheries. Fishing-related jobs can make up as much as 18-20% of the earned income in Lincoln County annually and the seafood industry supports thousands of jobs in rural Oregon. A fishing dollar turns over many times in the community and an authentic working waterfront is also a tremendous draw for the tourism industry; and

**WHEREAS** the Port of Newport believes certain steps should be taken to ensure that existing ocean users and stakeholders are protected in the process with the following recommendations:

1. Throughout any development process require state and federal agencies to be transparent about the process of identifying and implementing offshore wind developments by embracing the “Oregon Way” public process that includes the Oregon fishing industry, environmentalists, coastal communities, and our state and federal political and congressional delegations, sit down with BOEM as equal partners, develop a rational process with authentic discussion, conduct the requisite EIS analysis, analyze the real costs and benefits, evaluate test sites, and develop a rational decision that minimize costs and maximize benefits to Oregon and the nation.
2. Move all Oregon call areas outside of 1,300 meters to avoid displacing current sustainable fishery activities – these fisheries have great importance to Lincoln County and Oregon’s economies.
3. Enact a moratorium on developing large scale wind turbine farms until all the risks to marine mammals, sea birds, fisheries and the marine environment are clearly understood.
4. Meet all NEPA requirements and conduct a comprehensive programmatic EIS before leases are granted instead of at the end of the process. This includes cumulative impacts and transmission line impacts. Include an analysis of the transmission lines that will bring

the energy to shore and examine the cumulative impacts to current ocean users from adjacent wind energy developments in Northern California and Washington.

5. In the absence of a comprehensive peer reviewed economic analysis (as part of an EIS) there is no real understanding of the potential economic impacts to coastal communities and the state of Oregon, and relevant tradeoffs. If we assumed that the Call areas were completely developed the loss of Oregon fishing revenues may total 10-20% or more of today's value. That would equate to an annual loss of \$18-\$35 million in exvessel value and \$45-\$90 million in local and state household income. Over thirty years (the equivalent of the life expectancy of a windmill) that would equate to the loss of more than a \$500 million to \$1 billion in exvessel value and \$1.4 to \$2.7 billion in household income.
6. Given the considerable fishery values generated from the call areas, the productivity of the California Current System, and the potential impacts to marine species and ecosystems/habitats, we slow down the process because of significant risks and uncertainties.
7. Consider a small demonstration site (like PacWave) to test the technology. Floating offshore wind does not currently exist in operation in the United States, and it is unclear whether the technology can withstand the harsh elements of the Pacific Ocean.

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

The General Manager of the Port is directed to send a letter to the Bureau of Ocean Energy Management (BOEM) and to the Oregon Department of Energy (ODOE) highlighting the above listed recommendations.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this May 24, 2022.

ATTEST:

*James Burke*

James Burke (May 25, 2022 10:04 PDT)

James Burke, President

*Walter Chuck*

Walter Chuck, Secretary/Treasurer



## FINANCE DEPARTMENT MONTHLY REPORT

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**DATE:** 31 March, 2023  
**PERIOD:** July 1 to March 31, 2023  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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Preliminary Financial Reports are included through March of 2023. T

### Issues of Importance

#### Audit

- Because of the switchover to Business Central the audit has taken longer than usual, the staff accountant is focused on wrapping up the audit, this should be completed shortly.
- A member of the Audit team recommended that we create a “Deposits” account to track prepayments, this is similar to the deferred revenue account. This was discussed with the lead auditor, and we agreed to delay this until there is time to fully plan it out and then implement this during a non-busy time of year.

#### Financial/ERP System/PacSoft

- PacSoft is now integrated into Business Central, daily transactions are automatically loaded into Business Central.
- The Commercial Marina has started processing boat loading and unloading using tablets.
- There is one issue to be resolved, but there is a simple workaround:
  - Online Reservations – if a customer makes a reservation and stops at as they are about to input their Credit Card, the reservation remains in the system (the reservation should be cancelled at this point). Although we have developed a report to catch this, they customer should pay their entire balance owed at the time the Online reservation is made.
- Business Central is up running, no current issues have been reported.
- Reviews have been implemented in Payroll Now, after an employee has been with the Port for six months a reminder to prepare a review will be sent to the Supervisor.

#### RV Park and Marina

- The RV Park spaces are nearly sold out through the summer months.
- Rather than rent all marina spaces to 6 month or annual moorages, spaces have been set aside for reservations that are 1 month or less in order to maximize revenues.
- Calls have picked up in the RV park for those looking for reservations

throughout the summer (through August). However, we are only taking bookings six (6) months in advance, this stays in line with the policy for the Marina.

- We are one person short in the RV park office, we are actively recruiting for a new staff member.
- A plan is being developed to reduce the number of long-term campers (summer) as well as the discount rate received by these campers.
- The RV Park has a host! This couple has hosted at other RV parks, so they know the routine. This should help keep things running smoothly this summer.

#### **Budget Update**

- The 2023-24 Budget work is basically complete, the first budget committee meeting will be in May.
- Introductory packets have been sent out to the new Budget Committee members.

#### **Employee Handbook**

This is being delayed, there is a new law - Oregon Paid Leave, which needs to be incorporated and the legislator is in session, new laws may be passed that would need to be incorporated into the manual, after session, we will take another look at updating the Handbook.

#### **Fiscal Manual**

- The development of a new Fiscal Manual is delayed until the Employee handbook is complete.

#### ***Profit and Loss -***

*The preliminary financial reports through March 2023 are attached for your review and are included in the commission packet.*

*The month-to-month budget is based on a straight line forecast of revenues and expenditures. Revenue is recognized differently in the Commercial Marina from previous years. Revenue is spread across the term of the Moorage License agreement instead of immediately recognized. This means lower revenues during the transition period. However, in an estimated 6 months, revenue will be fairly level month to month.*



**General Operating Fund  
Balance Sheet**

As of March 31, the Port General Fund had a cash balance of \*\*\$2,678,270.36; \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$1,538,270.36. Business Oregon has reimbursed the Port for all expenses submitted and requested that are related to the new building.

\*\* All checks are being written out of the General Operating Fund, the NOAA Lease Revenue Fund owes the General Operating Fund for those expenses, once the audit is complete this will be handled. Although Business Oregon has reimbursed the Port for all submitted expenses, \$100,000 of the loan will be submitted once the building can be occupied.

**General Operating Funds (GOF) FY 2022-23– Budget Vs Actual:**

**All Departments**

- **Operating Revenue** is unfavorable by \$865,859
- **Operating expenses** are favorable by \$4,730,007
- **Operating Income** is favorable by \$3,864,148
- **Non-Operating Revenue** is unfavorable by \$8,312,938
- **Non-Operating Expenses** are favorable by \$894,187
- **Non-Operating Income** is unfavorable by \$8,006,939
- **Net income** is favorable by \$3,558,150

Operating revenue is due to space rentals being spread across 12 months evenly, instead of loading the busy season with the revenues.

Non-Operating Revenue is unfavorable due to the budget spread of Grant moneys, I would also expect the Port not to receive all the expected grant money. In that case, projects with expected grant funds are also delayed until grant funds can be found.

Overall Net Income is unfavorable due to Grant funds not being received. Overall, the Port has a positive Net income for the year to date.

**Administration**

- **Operating Revenue** is unfavorable by \$2,030
- **Personal Services** are favorable by \$97,863.18
- **Operating Income** is favorable by \$552,051
- **Non-Operating Revenue** is favorable by \$2,615,082
- **Non-Operating Expenses** are favorable by \$689,618
- **Non-Operating Income** is unfavorable by \$1,925,464
- **Net income** is unfavorable by \$1,373,412.06

**International Terminal**

- **Operating Revenue** is unfavorable by \$166,891
- **Operating expenses** are favorable by \$755,507
- **Operating Income** is favorable by \$588,616
- **Non-Operating Revenue** is unfavorable by \$30,000
- **Non-Operating Expenses** are favorable by \$2,783,255
- **Non-Operating Income** is favorable by \$2,753,255
- **Overall, Net income** is favorable by \$3,341,872

Non-Operating expenses are favorable as expected capital expenditures have not and will not occur this fiscal year.

**Commercial Marina**

- **Operating Revenue** is unfavorable by \$66,832
- **Operating expenses** are favorable by \$944,507
- **Operating Income** is favorable by \$877,675
- **Non-Operating Revenue** is unfavorable by \$322,500
- **Non-Operating Expenses** are unfavorable by \$113,804
- **Non-Operating Income** is unfavorable by \$436,304
- **Overall, Net income** is favorable by \$441,371

**South Beach**

- **Operating Revenue** is favorable by \$68,848
- **Operating expenses** are favorable by \$331,265
- **Operating Income** is favorable by \$400,112
- **Non-Operating Revenue** is unfavorable by \$3,008,644
- **Non-Operating Expenses** are unfavorable by \$2,937,897
- **Non-Operating Income** is unfavorable by \$70,747
- **Overall, Net income** is favorable by \$329,365

Non-Operating Revenues are unfavorable due to budgeted grant funds not being awarded or received.

**NOAA Lease Revenue Fund  
Balance Sheet**

As of March 31, the NOAA Lease revenue Fund had a cash balance of \*\*\$3,581,882 (see note in Gen Operating Fund) with an available balance of \$1,820,161; the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract.

**Income Statement**

**Budget vs. Actuals**

- **Operating Revenue** is favorable by \$15,698
- **Operating expenses** are favorable by \$488,064
- **Operating Income** is favorable by \$505,823
- **Non-Operating Revenue** is favorable by \$30,840
- **Non-Operating Expenses** are favorable by \$375,771
- **Non-Operating Income** is favorable by \$406,611
- **Net income** is favorable by \$912,444

**NOAA Capital Maintenance Fund**

- Cash available \$1,714,615

**Bonded Debt Fund:  
Balance Sheet**

- Cash available \$275,134

<b>Income Statement</b>	
<b>Budget vs. Actuals</b>	
• <b>Operating Revenue</b> is unfavorable by	\$127,816
<b>Construction Fund:</b>	
• Cash available	\$13,113
<b>Facility Maintenance Fund:</b>	
• Cash available	\$484,380

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## **RV Park & Recreational Marina Occupancy Report**

**Date:** April 7, 2023  
**RE:** Month Ending March 31, 2023  
**To:** Mark Brown, Director of Finance  
**Issued By:** Neva Rogers, RV Park and Marina Supervisor

March has show steady occupancy. St. Patrick's Day and Baseball Tournaments in the area have added to the March occupancy. We still have long term stays in the park and are gearing up for increased business in the next month as season visitor's start arriving. Moorage has been steady with bottom fishing and crabbing as weather permits. Reservations have continued strong for the summer months.



## **DIRECTOR OF OPERATIONS REPORT**

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**DATE:** 4/24/2023  
**PERIOD:** March 2023-April 2023  
**TO:** Paula J. Miranda, General Manager  
**ISSUED BY:** Aaron Bretz

### **OVERVIEW DIROPS**

#### **Summary:**

We've dealt with several derelict boats recently, and they continue to be a problem. The Commercial Marina remains busy, and South Beach has had a few busy weekends at the ramp for this time of year. Continued on with outreach on the PD7/Fishing Pier project as well as permitting and work with the Corps on the Section 107 project in the Commercial Marina.

#### **Detail:**

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

The concept of conducting sediment sampling during feasibility has been approved by the Corps. That means it will cost the Port a little more, but the benefit is that it will reduce risk in our project because there will be less uncertainty regarding future cost impacts due to disposal of an unknown dredge material. This sampling is key to both the Port's replacement planning for PD7 and the Corps' planning for dredging a channel in the Commercial Marina.

- **Admin Building**

We expect delivery of components for the panels this week. Anticipated move date is 03 MAY, the modular office is scheduled for pickup on 15 MAY.

- **RORO Dock Piling Assessment**

I just received the list of pilings potentially scheduled for repairs (ones that were close, but not quite in need of immediate repair). Currently evaluating the information to make a decision about how many pilings to be proactive with and go ahead with repairs prior to applying a piling wrap.

- **Port Dock 7 Planning**

Held outreach session with a Public Fishing Pier working group. Commissioners were in attendance with several members of the public, and we have been taking suggestions on our website for future design criteria. We can use all the help we can get to explain to the public why this project is important to the redesign of Port Dock 7. Social media postings from the community indicate that a segment of the public haven't yet understood how important and costly "mitigation"

is. Although we've spent significant time and effort through public affairs to explain the concept of mitigation to the public, putting that information out there through the media still requires a willing subject to read the material, and that only happens a fraction of the time. Word of mouth around the community is important, so any time people have the opportunity to talk about why these projects are related, and how important that relationship is to complete both of them, it's very helpful.

- **Port Dock 5C Repair / Port Dock 5 Rewiring**

Reapproached the sourcing of the grating for docks in the Commercial Marina (including our plans for a temporary solution on PD 7 E & F). The grating we previously selected did not meet the light penetration requirements and got kicked back in the permitting. We've found a different source of supply with compliant grating that meets the 60%-50% criteria, and are moving ahead.

- **Dredging**

We are awaiting word from ODFW and the State of Oregon on our variance request. ODFW pushed back on our request, but I've had a conversation with DLCD who was working with them, and communicated them that we need to stick to the variance dates that NOAA/NMFS gave us. I'm not sure about the involvement of DLCD; usually the Department of State Lands heads up this type of conversation, and I've not yet received word from them.

Still moving ahead with permitting for dredging the berths north of the boat ramp in South Beach the winter after next. Anticipate complaints about depth this summer once more; the status on the project is that we have been undergoing permitting for more than a year, and we expect at least another year before we can hope to see the permits.

- **RV Park Annex Water**

Currently updating the RFP for the conceptual redesign of the RV Park Annex so that we can put that out for proposals once more. We put this work out for proposals in 2019, but it was very clear that the consulting work was going to cost far more than we had in the budget. We've had several years now to plan for the expenditure, and I intend to have the request for proposals out prior to the Port Commission meeting.

- **Derelict Vessels**

In the past couple weeks, we've had encounters with several derelict vessels. I don't attribute this sudden incidence to anything other than chance, but most recently we had an individual attempt to haul his vessel out of the water at the boat ramp and destroy it in the middle of the night on the 14-15<sup>th</sup> of April. Security caught him and stopped it, but first thing on Saturday the 15<sup>th</sup>, we had to clear that vessel off the boat ramp. This backed up people launching, and the general impression many of them had was that the Port planned this as a vessel disposal and was clogging up the boat ramp for no good reason. That's not the case, although it resulted in some complaints by the uninformed to the Oregon State Marine Board. I explained to them that we were simply responding to a situation, and dealt with it as quickly and safely as we possibly could to get the boat ramp running smoothly again. We've also had a couple vessels towed into the South Beach Marina that were derelict; we disposed of one, and attempted to remove the other, but it was too heavy for our trailer. Another derelict vessel has washed up on the Commercial Marina rubblemound breakwater, but it's not our responsibility, and we don't have the resources to remove it. I expect some calls from people who might think the Port should take on this responsibility. I've already spoken with the Coast Guard and the Department of State Lands. This particular vessel has no fuel or oil on it, and I don't know how long it will be there.

- **Heavy Forklift at International Terminal**

The 10 ton forklift at the Terminal is used infrequently, but when it does get used we don't have any other piece of equipment that can perform its functions. It's a necessary piece of equipment, but is very old and we can't justify purchasing a new one because the fees generated by this

forklift will never pay for even a used one. We're investing some money in repairs to the hydraulic ram to keep it operational for the near future.

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

### **Billable Services Performed this Period (JAN)**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Forklift – 63.5 hrs               | <input checked="" type="checkbox"/> Moorage – 32 Days           |
| <input checked="" type="checkbox"/> 30 Ton Hydraulic Crane – 20.5 hrs | <input checked="" type="checkbox"/> Hoist Dock Tie Up – 84.5hrs |
| <input checked="" type="checkbox"/> Labor – 83.5hrs                   | <input checked="" type="checkbox"/> 120V power – 0 hrs          |
| <input checked="" type="checkbox"/> Other Overtime Billed 2hrs        | <input checked="" type="checkbox"/> 208V power – 37 Days        |

## **Commercial Marina / South Beach Marina Harbormaster- Kody Robinson**

### **Billable Services Performed this Period:**

#### **South Beach Marina:**

- We had 142 launches for a total of \$1286

A dock is complete with new lighting. Will try again in the coming weeks when fully staffed to begin on other docks.

Dock lighting installation has begun at the head of B, C, D, E. Will continue installing as time allows and more parts come in.

Minor repairs are being done in the annex rv park to try and keep up with outdated electric hardware, and sewer infrastructure. We will be installing a new type of temporary pedestal to replace extremely damaged/old gear to see how they hold up. Started grooming Annex after major water leak repair, updated landscaping and overall site view. Installed first set of Pedestals. Will be installing more as time and weather allow.

Planning for multiple projects that include, Island removal, washdown lane extension, major dock repairs, all docks included. Will hopefully be in the 2023-2024 budget.

New John Deer Gator will arrive in April. Gator has arrived and has proven itself to be a great tool and localized transportation for the crew for landscaping and repair calls.

Ordered Backhoe and Sweeper attachments for tractor.

Will be installing new patio light poles when time allows.

The Annex RV park has consumed major lots of time the last few months which has not allowed us to focus on dock or other grounds projects. We have finally hired our 3<sup>rd</sup> maintenance 2 and look forward to being staffed to accommodate the needs of the port.

#### **Commercial Marina:**

Waiting on materials to repair the end of 5A. In the process of getting quotes to replace outdated waste oil tank, looking at doing one 6000 gallon tank or two 4000 gallon tanks. Have received quotes for larger tanks. More expensive than anticipated. We received a 4<sup>th</sup> quote on 2/6/23 and we feel it will be adequate. Assistant Harbormaster Cameron Brockway will be putting a purchase packet together for commission/GM approval.

Will be getting bids for the oil room roof, shop roof and windows, and public bathroom roof repair. One contactor has shown up and given a quote. Have received second quote for commercial marina roofs. Waiting on one more. We are also working on better scheduling for both north and south maintenance

**staff. We have change a couple of schedules around to try and accommodate the ports needs at different hours and so far it is working to our benefit. With Crab Season slowly winding down, hopefully we can get back on task with maintence duties and dock work. We are also planning the replacement of the hydraulic lines on all hoist and cranes one at a time so we can still accommodate our customers. Every week when time allows we have the crew working on getting the storage yard cleaned up and better organized**

**Staffing:**

**Both marinas have current positions filled. Hopefully over the next few years we can budget more staff to accommodate the port and keep more projects in house.**

**Port Budget:**

**Currently with our small projects and in house items seeing what things are costing in the market, it will be good that the increase Mark Brown, Aaron Bretz and I discussed should hopefully help with the rise in construction materials, and electrical gear, which is what consumes the majority of the port.**

**NOAA MOC-P Jim Durkee, Maintenance Supervisor**  
**Special Projects:**

Vessels Using the Facility Since My Last Report – NOAA vessels Hi’ialikai, Fairweather, R/V Elakha, R/V Sikuliaq.

Cleaning up landscaping along fence perimeter & parking areas.

Semiannual inspection of the HazMat Container Fire Suppression System by Pye/Barker (this service required by the state fire marshal), I put NOAA staff in contact with Pye/Barker in case they want them to update their containers.

We installed a new floating backer pipe and chains on the camel system with help from SB Marina personnel. I have two of these backer pipes on hand now in case we ever lose any. The one that broke loose was the last of the old style of pipes.

Started putting the seagull sprinkler system back out on the pier. The herring spawned in the bay, so the seagulls had quite a party out there. I will have the sweeper in before R/V Sally Ride comes in next month.

Coastal Refrigeration replaced outside unit on ACU-10, (electrical room air conditioner).

Worked with NOAA personnel to ensure the power monitoring system was operational and that the fiber-cable to the pier was still in good condition.

..