

**PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA**

Tuesday, June 24, 2014, 6:00 p.m.  
Port of Newport Marina and RV Park Activities Room  
2120 SE Marine Science Drive, Newport, OR 97365

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

- I. Call to Order..... 6:00
- II. Changes to the Agenda ..... 6:01
- III. Public Comment..... 6:02
- IV. Consent Calendar ..... 6:08
  - A. Minutes
    - 1. Budget Committee – May 13, 2014
    - 2. Regular Meeting – May 22, 2014
    - 3. Special Meeting – May 30, 2014
  - B. Financial Report – Barb Martin
    - 1. Financial Reports
    - 2. Accounts Paid
  - C. Barrel to Keg Special Event Permit
  - D. Resolution Requesting Enterprise Zone Be Designated for Electronic Commerce
- V. Correspondence/Presentations ..... 6:13
- VI. Old Business
  - A. Items Removed from Consent Calendar ..... 6:13
  - B. MOU with Pacific Maritime & Heritage Center for Temporary Use of Pasley Propeller..... 6:14
  - C. IGA with City of Newport Regarding YBFP ..... 6:19
  - D. One-year Lease Extension of Yaquina Bay Fruit Processing..... 6:24
  - E. Resolution Adopting Rates, Fees and Charges..... 6:25
- VII. New Business
  - A. Fiscal Year 2014-15 Budget Hearing (ORS 294.430)..... 6:30
  - B. Resolution Adopting the FY14-15 Budget..... 6:31
  - C. Award South Beach Electric Water Heater Contract ..... 6:35
  - D. New Leases for Chelsea Rose and Patty Mae Barge..... 6:40
  - E. Resolution Filling Commission Vacancies ..... 6:45
  - F. Resolution Adopting Process for the Annual Performance Evaluation of the General Manager..... 6:55
  - G. Consideration of Performance Bond Regarding Terminal Berth Deepening..... 7:05
- VIII. Staff Reports
  - A. Departmental Reports..... 7:07
    - 1. Kevin Bryant, Commercial Marina Harbormaster
    - 2. Jim Durkee, Terminal Operations Manager
    - 3. Rick Fuller, NOAA Facilities Manager
    - 4. Penny Gabrielson, South Beach Occupancy Report
    - 5. Chris Urbach, South Beach Marina Harbormaster
    - 6. Mike Goff, TCB Security
  - B. General Manager’s Report ..... 7:09
    - 1. Director of Finance Recruitment
    - 2. Administration Building

- 3. Hoist Dock Grant Progress
- 4. NOAA Recreational Mitigation Projects
- 5. Security/Information Technology Plan for Port
- IX. Commissioner Reports ..... 7:19
- X. Calendar/Future Considerations..... 7:29
  - A. Fourth of July Fireworks On the Bay off Floating Barge @10 pm
  - B. Fishermen’s Forum July 9<sup>th</sup> 8:30am (PD7 Operations Shop)
  - C. Lincoln County Fair & Rodeo July 11-13
  - D. Barrel to Keg Relay July 12<sup>th</sup>
  - E. South Beach Marina User’s July 16<sup>th</sup> 8:30am (SB Marina Activities Rm)
  - F. Regular Commission Meeting, July 22<sup>nd</sup>, 6pm
- XI. Adjournment..... 7:30

To place a subject or issue on the agenda for presentation to the commission, please submit your request one week or more in advance of the regular scheduled meeting. Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

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

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**PORT OF NEWPORT**  
**MINUTES**  
**May 13, 2014**  
**Budget Committee Meeting**

**I. Call to Order/Introductions**

The Budget Committee Meeting of the Port of Newport was called to order by JoAnn Barton on Tuesday May 13<sup>th</sup>, 2014 at 6:00 pm in the South Beach Marina Activities Room.

**Commissioners Present:** JoAnn Barton, President; David Jincks, Vice President; Walter Chuck, Secretary/Treasurer; Ken Brown, Treasurer.

**Commissioners Absent:** Dean Fleck, Assistant Secretary/Treasurer

**Budget Committee Members:** Fred Postelwait, Brian Barth, Alan Brown, Ron Benfield, Mark Collson.

**Port of Newport Management and Staff:** Kevin Greenwood, General Manager; Pat Albaugh, Director of Finance; Barb Martin, Port Staff; Darlene Webster, Administrative Assistant

**Others Present:** None

**II. Election of Budget Committee Presiding Officer**

Ron Benfield moved to select Fred Postelwait as Budget Committee President. Mark Collson seconded the selection. There were no other selections and the vote was unanimous.

**III. Budget Message and Budget Document**

Greenwood read the Budget Message for F/Y 2014-2015 and presented the Budget documents for consideration. He began by mentioning that although the formulation of the budget is his responsibility as the Budget Officer he wanted to recognize several individuals that assisted him in the development of this budget as presented. Those to be recognized are Pat Albaugh, Director of Finance; Rick Fuller, NOAA MOC-P Facilities Manager; Jim Durkee, Terminal Operations Supervisor; Chris Urbach, South Beach Marina Harbormaster; and Kevin Bryant, Commercial Marina Harbormaster. They met several times to review this budget plan it was with their help and knowledge that assisted him in the development of this budget and their efforts should be recognized. The Budget is the Port's financial plan and figures are based on the best estimate of what the Port will receive (resources) and what the Port will spend (requirements) from July 1, 2014 through June 30, 2015. Estimates were taken and used from past budget year financials to estimate future income and expenditures. Taxpayers of the district provide financial support to the Port at a combined rate of 62.83 cents per \$1,000 of Assessed Value. Much of the basis for this budget comes from the Port's Strategic Business Plan and Capital Facilities Plan adopted in early 2013. In addition, the Port conducted a public meeting to review personnel related cost estimates and to prioritize projects through the input from staff in order to further develop this budget. The proposed budget is comprised of five funds: the NOAA Lease Revenue Fund, Facilities Maintenance Reserve Fund, the Bonded Debt Fund, the Construction Fund and the General Operating Fund. The NOAA fund is a major component in the budget but is a minor contributor to covering operations around the Port. The budget does anticipate a positive operating income from NOAA. When transfers are made to other funds and a contingency are added, the Port stands to remove about \$193,000 from NOAA reserve funds. The largest expense in FY 2013-14 was dredging necessary to maintain required berth depths. This happened in year 3 of 20 detouring from the estimated maintenance dredging schedule expectation of every 10-15 years. As log exports return to the Port it may want to consider reserving the transfers of future funds to ensure that we are properly covered for the real possibility of more frequent maintenance dredging. The budget includes a \$125,000 transfer to the Maintenance Reserve Fund (for stand alone emergencies and projects) and a \$25,000 transfer to the General Fund to cover operations. This will need to be monitored so we may continue to have reserves moving forward. Albaugh was instrumental in negotiations with the federal government to pay more fairly in regards to the insurance premiums for NOAA and State Land Leases. This effort brought about an increase to the net income of \$80,000 annually.

A first year agreement for reimbursement has been negotiated while a second and third year is almost complete. Since not all agreements have been negotiated completely this increase is not reflected in this budget plan. Res. No 5-1998 was created in 1998 to purchase and repair Port infrastructure under the Maintenance Reserve Fund. Prioritized projects will need to be funded out of the reserve fund. The Construction Fund receives and expends funds relative to the International Terminal. As this is nearing completion two remaining projects are yet to be completed, the berth deepening which is budgeted for \$650,000 and \$250,000 for mitigation. This will increase estuarine flow to old decommissioned log ponds. The General Operating Fund is budgeting approximately \$150,000 of its reserves to cover reduced services. With an anticipated working capital of \$850,000 which will leave a fund balance of approximately \$700,000. When focusing solely on the Port's income and expenses on daily activities the negative net income is increased to \$263,000. This is primarily caused by \$355,000 in debt payments incurred from the terminal remediation and construction without accompanying user fees. Health insurance, retirement and other costs related to personnel, liability/property insurance and utility cost increases continue to make it difficult to sustain the budget as well as having the resources to maintain our facilities as it stands. But with the future prospects of the log exports, which the income and expenses relative to this operation are not included in the budget, look economically promising to the Port. Staff has anticipated a supplemental budget once more information is gathered from the logging operations by the end of the calendar year. The income generated from the log exporting operation should be significant and will more than cover the increased debt service and associated operating expenses. The recent adoption of tariff rates for the public use of the terminal and the gross income from full loads could be as much as \$100,000. This would greatly impact the financial condition of the Port. The anticipated projection for shipment of logs could happen in the early part of 2015.

**IV. Review of Budget Documents with Committee**

The budget had been discussed over the course of the budget meeting.

**V. Public Questions or Comments:** None.

**VI. Approval of Budget:**

Motion made by Collson to approve the proposed budget as presented for the 2014-15 fiscal year. Benfield seconded the motion and passed 9-0.

**VII. Approval of Tax Rate to Submit to Assessor:**

Motion by Collson was made to move that the budget committee approve the tax rate of six-point-zero-nine cents (.0609) per \$1000 of assessed value for operating purposes in the General Fund and in the amount of \$985,000 for payment of general obligation bond principal and interest in the International Terminal Debt Fund for the 2014-15 fiscal year. Barth seconded the motion and passed 9-0.

**XII. ADJOURNMENT**

There being nothing more to come before the Board of Commissioners and Budget Committee Members, the meeting was adjourned at 7:50 pm

ATTEST:

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JoAnn Barton, President

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Walter Chuck, Secretary/Treasurer



**PORT OF NEWPORT**  
**MINUTES**  
**May 22, 2014**  
**Regular Meeting**

**I. CALL TO ORDER**

Commission President JoAnn Barton called the regular meeting of the Port of Newport Board of Commissioners to order at 6:00 pm. in the Board Room of the Central Lincoln Public Utility District, 2129 N Coast Hwy 101, Newport, OR 97365.

**Commissioners Present:** JoAnn Barton, President; David Jincks, Vice-President; Walter Chuck, Secretary; Dean Fleck, Assistant Secretary/Treasurer; Ken Brown, Treasurer.

**Commissioners Absent:** None

**Port of Newport Management and Staff:** Kevin Greenwood, General Manager; Pat Albaugh, Director of Finance; Darlene Webster, Administrative Assistant; Mike Goff, Port Security.

**Others Present:** Lee Fries, Local Resident; Mark Miranda, Newport Police Department; Dennis Bishop, FV Owner; Jerry Ashby, TPT US Ltd; Julie Hanrahan, Columbia Bank; Dave Morgan, News Lincoln County; Wayde Dudley, Local Resident; David Allen, Newport City Council Liaison.

**II. Changes to Agenda:** No comments or changes to the agenda were made.

**III. Approval of Minutes, Financial Reports and Paid Accounts:**

- A. Minutes
  - 1. Regular Meeting-April 22, 2014

Motion by Chuck, seconded by Fleck to approve the minutes of April 22, 2014 Motion carried 5-0.

- B. Financial Report-Albaugh, Director of Finance
  - 1. Financial Reports

There were no questions or discussion on the financial reports. Motion by Jincks, seconded by Chuck to approve the Financial Reports. Motion carried 5-0.

- 2. Accounts Paid-April 2014

List of accounts paid for April was reviewed. Brown noted that the Port has an account with his business. Discussion about conflicts of interest. The Commission noted that the Port's attorney had previously ruled that Commissioners with businesses used by the Port was not a conflict. General Manager to review opinion.

Motion by Jincks, seconded by Chuck to approve the Accounts Paid for April as previously submitted Motion carried 5-0.

- 3. Accounts Paid-May 2014

Jincks asked about accounts related to Lincoln County PUD.

Motion by Fleck, seconded by Jincks to approve the Accounts Paid for May as submitted Motion carried 5-0.

**IV. Public Comment:** Barton asked commentors to announce their name and that they had a 3 minute time limit. Bishop brought to the board's attention that he felt he was being harassed by the Port. He felt he has been repeatedly singled out to move his vehicle at various times while using the parking area to load or unload. At times he himself has been blocked in for at least 45 minutes and could not move but was requested to do so. He has video taped others blocking the area for over 2 hours (fish trucks) and they are not asked to move. He mentioned that Local Ocean has a parking permit and question

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May 22, 2014  
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how do they qualify to have a fishermen's parking permit? He has requested a parking permit and said he was denied because he doesn't fall in to the requirements even though he is a boat owner. Bishop wanted resolution to this matter at the meeting but Barton requested that he take the matter up with the General Manager. Next presenter was Chief Miranda of the Newport Police Department. Miranda presented to the board the Police Department's annual report. It has been a busy year and they are fully staffed with 2 more coming on board. TCB Security discussed security issues his staff has encountered (stolen goods) and that crime reports from his staff are on the rise. Miranda added that drugs are on the rise as well and as such stolen goods are possibly being sold to others for money to purchase drugs. Also updated everyone about the "Click it or Ticket" program is underway as well as a "Distracted Drivers" program. Bishop requested to continue his comment again after Miranda made his presentation and was reminded that he already made his presentation and was beyond the 3 minute allowed time limit. Bishop left the meeting.

**V. Correspondence/Presentations: None**

**VI. OLD BUSINESS:**

A. Resolution Updating Tariffs:

All the revisions were made as requested from the last Tariff meeting. Greenwood asked for any further comments regarding this document and none were made.

Motion by Fleck, seconded by Brown to approve Resolution 2014-03 Updating the Tariffs for the Port of Newport Motion carried 5-0.

B. To Read An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners by Title Only (ORS 198). Ordinance No.100

Motion by Chuck, seconded by Brown to Read an Ordinance Creating By-Laws for the Port of Newport Board of Commissioners by title only. Motion carried 5-0. Greenwood read Ordinance title into the record.

C. To Adopt An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners (ORS 198)

Commission discussed staff report presented by Greenwood for adding a Consent Calendar to the agenda. Jincks objected to the consent calendar being added into the bylaws as it is already allowed in public meeting laws. Others felt that it could be used by future boards and could be an option. Jincks originally voted to oppose the ordinance adoption, but after Greenwood reminded that if the Ordinance vote was not unanimous, he'd be forced to read the 20-page ordinance in it's entirety, Jincks agreed to vote along with the Commission.

Motion by Fleck seconded by Chuck to Adopt An Ordinance Creating By-Laws for the Port of Newport Board of Commissioners to include language adding a consent calendar. Motion carried 5-0.

D. Seafarer Lease Renewal

Greenwood noted that all leases in the International Terminal have the same square footage lease rate. Motion by Chuck, seconded by Jincks to approve the Renewal of the Lease agreement with Seafarer and the Port of Newport. Motion carried 5-0.

E. Resolution Adopting Rates, Fees and Charges

Documents regarding the rates were presented to the Board but noted that information had been shared with Chris Olson but not the balance of the fleet. These rates will be presented with the Charter members for their input; this has been presented to Chris Olson who is actively involved with these Charters for his input and review. A possible policy change may be necessary to formally adopte the policy into the facilities code. Draft rates were discussed and compliments to Greenwood and Albaugh from Commissioners for a well done job in gathering all this information. Possible adoption of these rates will be scheduled for June.

**VII. NEW BUSINESS:**

A. One-Year Lease Extension of Yaquina Bay Fruit Processing (YBFP)

Greenwood discussed that the one-year extension will give YBFP two years to develop a plan that meets the City's zoning requirements. He cautioned the Commission that the current operation is currently out of compliance and he cautioned extending a lease for a use that is not in compliance with local laws. The City is considering an Intergovernmental Agreement with the Port to allow YBFP two years to come into compliance. City Council will consider the IGA in June to be considered for adoption by the Port Commission.

B. J. Lamb Marine Electronics Lease Renewal

Motion by Jincks, second by Brown to authorize the General Manager to approve a lease renewal with J.Lamb Electronics. Motion carried 5-0.

C. Resolution Amending Facilities Code to Change Rules Pertaining to Insurance and Dock Storage.

Greenwood noted that the two of the four sections in this resolution had been considered last year however the code requires edits by resolution. Compliments from Greenwood to Barb Martin in bringing everyone into compliance and following up on all others. Motion by Fleck, second by Chuck to approve Resolution 2014-04 Amending the Facilities Code to Change Rules Pertaining to Insurance and Dock Storage. Motion carried 5-0.

D. Broker of Record from Servco Pacific Insurance

Manager noted that Wells Fargo had split with their insurance business unit. Albaugh added that Servco insures only the Port's water-based assets. Motion by Chuck, second by Brown to authorize the General Manager to enter into an agreement with Servco Pacific Insurance as Broker of Record. Motion carried 5-0.

E. Resolution Adopting Compensation Plan

Discussion on Commission's effort to normalize compensation annually based upon budget availability and annual performance reviews. Motion by Chuck, second by Brown to Adopt Resolution 2014-05 Adopting a Compensation Plan. Motion carried 5-0.

F. South Beach Diesel Line Repair Contract

South Beach diesel line failed annual inspection. Both the diesel and gasoline lines were installed in the 1970s and should be upgraded together. An RFQ has been distributed with a closed bid date of May 29, 2014 and a special meeting is scheduled for May 30, 2014 at noon at the South Beach Activities Meeting Room to review and approve bids received. Expediency of this matter is of the utmost importance due to the summer season starting and already the diesel fuel line at the Bay Front is getting double usage.

G. Contract with Tough Construction to Repair Roof

Commission noted significant cost savings with Tough Construction and that the Port knows their work. Motion by Fleck, second by Jincks to authorize the General Manager to enter into a contract with Tough Construction to Repair the Roof. Motion carried 5-0.

H. Contract with gLAs Architects for Administration Building

Commission requested conceptual drawings be open to a local architect and to re-submit this request when they could receive another option. This will be reviewed at the next meeting. Noting that time is of the essence in this matter as temporary use permits for both the Port administration building and the US Customs building are expiring soon.

- I. Updating Signature Cards at All Port of Newport Bank Accounts (Umqua, Columbia and Oregon Coast Bank)

Motion by Chuck, second by Jincks to Authorize Current Board of Commissioners and the General Manager to be Signers on all Port of Newport Bank Accounts. Motion carried 5-0.

**VII. STAFF REPORTS:**

A Departmental Reports comments:  
Barton recognized the great job that Rick Fuller has done and continues to do at the NOAA facility.

- B. General Manager's Report

Greenwood reported on the Safety Task Force is still continuing to move forward and that it would be a good idea to make a presentation to the public when Alcan brings debarker into Toledo. A franchising of a public fish dock services is being discussed but is far from being recommended. Any franchise would include rates approved by the Port and an advisory board made up of fishermen/buyers in the industry. Discussion about poundage fee. Commission reviewed analysis on NOAA reserve funds. Commission could use reserves from the back end of the lease if the funds were replenished during the life of the lease. Discussion about using the fund to finance the construction of the administration building was one idea.

**VIII. COMMISSIONER REPORTS:**

Chuck reported his attendance at a SDAO training seminar and recommended other commissioners attend as well. The Port would get a 5% savings off the Liability Insurance for every commissioner who attends. Chuck also attended FINE meeting and also ODFW recreational fishing meeting with Fleck. Brown attended the Rogue ground breaking ceremonies. Jincks and Barton attended Business Oregon and the Oregon DEQ presented another award to the Port for the Terminal project.

**X. PUBLIC COMMENT:**

Fries commented on some ideas for potential Port revenue. Suggested charging a dock fee from the fish buyers, charging them by the weight of fish coming off the boats. Fries also mentioned a safety hazard for citizens using the docks late at night. He has witnessed at times families with very young children going down to the docks to crab late at night on Port Dock 1. A recommendation was made to possibly put a closed sign of some kind after a certain time at night to detour citizens from harming themselves. Ashby wanted to compliment the board for their assistance in passing the Tariff and security plans that were needed for his company to move forward and what a pleasure it has been working with Greenwood and the Commission.

**XI. UPCOMING MEETINGS/EVENTS:**

- A. Commission Special Meeting, May 30<sup>th</sup>, 12:00pm
- B. ODFW, Free Fishing Weekend June 7<sup>th</sup>
- C. Fishermen's Forum, Port Dock 7 Operations Shop, June 11<sup>th</sup>, 8:30am
- D. Clam's Against Cancer Relay for Life, June 11<sup>th</sup>
- E. Celtic Festival & Highland Games, June 14<sup>th</sup>
- F. Father's Day, June 15<sup>th</sup>
- G. South Beach Marina Users Meeting, June 18, 8:30am
- H. Annual Chamber Awards Banquet, Best Western Agate Beach, June 20<sup>th</sup>
- I. Regular Commission Meeting, SB Marina Activities Room, June 24, 6pm

Regular Meeting  
May 22, 2014  
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**XII. ADJOURNMENT**

There being nothing more to come before the Board of Commissioners, the meeting was adjourned at 8:25 pm

ATTEST:

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JoAnn Barton, President

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Walter Chuck, Secretary/Treasurer

**PORT OF NEWPORT**  
**MINUTES**  
**May 30, 2014**  
**Special Meeting**

**I. Call to Order/Introductions**

The Special Committee Meeting of the Port of Newport was called to order by JoAnn Barton on Friday May 30<sup>th</sup>, 2014 at 2:00 pm in the South Beach Marina Activities Room.

**Commissioners Present:** JoAnn Barton, President; David Jincks, Vice President; Walter Chuck, Secretary/Treasurer; Dean Fleck.

**Commissioners Absent:** Ken Brown.

**Port of Newport Management and Staff:** Kevin Greenwood, General Manager; Barb Martin, Interim Director of Finance; Darlene Webster, Administrative Assistant; Rick Fuller, Port Staff; Chris Urbach, Port Staff.

**Others Present:** Pat Albaugh

**II. Award South Beach Diesel Line Repair Contract**

Greenwood updated progress shared with the Commission at their May regular meeting regarding the failure of the diesel line at South Beach. The current fuel line will be replaced along with the gas line before coming back on line and Carvers has added pressure to his Bay Front business in order to service the public's need for diesel since it now takes as much as 1-2 hrs per fill up. A Request for Quotes was published but due to the short length of time and the urgency of repairing the line to pass inspection only one bid was submitted, which was from 4C's Environmental Inc. Other vendors who are not from the area needed more time to evaluate the necessary work that would need to be done before they could bid. The bid includes removal and replacement of both lines (Diesel and Gasoline). Greenwood noted the Port may incur unforeseen problems once construction starts. Some soil may have to be removed due to the possibility of leakage from the line which is unknown. The option to close the line and not do any repairs was noted but not pursued due to the added volume that it would bring to the Bay Front fueling station and the delays to fuel the fleet. A previous proposal was made to replace the tanks at a cost of \$210K but that didn't include the cost to replace the lines and it would take several weeks to get the engineering and permits in line. The bid from 4C's indicated it would take 14 days to order parts and replace the lines before the fuel line is operational. Fleck asked if one bid would be ok to proceed and staff noted that if the Port made the effort to obtain more quote then a single bid would qualify. Fuller noted that 4C's has done work on this fuel station about 2 years ago and Carver uses this company on a regular basis. Urbach mentioned that DEQ gave him a list of recommended vendors and that he was the one that contacted DEQ on the first day within the 24 hour guidelines of pressure failure. Urbach said that DEQ will work with the contractor regarding the leak. Urbach noted that the other two companies could come to bid but that time would have to be extended to allow for the additional bidding. Greenwood noted that the current bid submitted by 4C's does not include the asphalt and landscaping which would be an additional cost of \$25-30k. Greenwood mentioned that this "emergency" expense would be funded out of the Maintenance Reserve Fund. Jincks noted that the fund is not meant for emergencies but for depreciated replacement. Barton responded that it would be a de facto since we don't have an emergency fund to expense this repair. Jincks mentioned that we should investigate the "above ground style" tanks and if we still fail with the current tanks being used that it could shut down the fuel station completely. Jincks suggested planning to replace the tanks. Engineer Ron Stillwater had been contacted to develop a plan date. Jincks mentioned that a fiberglass lining had been added to the tanks some time ago to add life to the current tanks but was unsure how much projected life it would add from the time of installation and or was proposed. Urbach offered to follow up regarding the fiberglass work done previously and present his findings at a later time. It was mentioned that the work to upgrade the tanks in the future should be done in a three phase process starting #1 dock lines, #2 upland fuel lines, and #3 tank replacements. Chuck mentioned that he thought that having the tanks underground would be prohibited. Urbach mentioned that it may not be allowed by the fire Marshall but hopefully the Port could continue with the underground bunkers as they are today.

Motion by Jincks, seconded by Chuck to award the South Beach Diesel Line Repair contract to 4C's Environmental Inc. Motion carried 4-0.

### **III. Award Architectural Contract for new Administration Office Building**

At the May regular meeting the commission preferred to have a local architect submit a proposal in addition to gLAs Architects who did the NOAA project. DH Goegel Architectural was the only locally based firm in Newport that responded to phone inquiries. Another firm previously mentioned has moved out of the area. Goebel has designed other buildings in the area such as Mariner Square, Newport High School expansion and is familiar with the needs that the coastal environment requires. Comments were made by the commission since the NOAA project was such a large endeavor that it fitted the expertise and knowledge that was necessary to complete that project successfully by such a firm as gLAs Architectural and they served the Port well. But for the administration building which is a smaller scale project that it would be best to proceed with a local firm. Greenwood requested the architects to conduct an analysis as to the viability of adding leased space to the administration building to recover cost; for example incorporating the US Customs Office (750 sq ft) into this building. Jincks mentioned that the special requirements that the US Customs office requires are high, such as lockers, showers, special fire arm containment cabinets, etc. Fuller added that the requirements are similar to the NOAA building. Jincks wants to know the construction costs and tenant improvements category (similar as NOAA). Jincks was happy that the analysis will be included in order to let the commission know the amount of fund to recover. Chuck mention that the requirements for the US Customs building will come later such as a dissemination wall which should be part of the construction. A key requirement for the US Custom's office is the view to the bay. Jincks didn't recall any mention of this "view to the bay" as a requirement in past meetings about the administration building but that the analysis will determine viability. Jincks mentioned that when you put the two proposals together and tried to do the comparison side by side that even though there was a \$1k price difference that Goebel was more detailed and complete and that gLAs Architectural had more questions to be answered before it could be considered detailed and complete. Jincks asked where the dollar figure of \$5k come from and Greenwood responded that gLass was not given a figure and a budget figure was mentioned to Goebel. Barton was not surprised at the difference and asked if there was a requirement to accept the lowest bid? Greenwood response was that due to the size of the project and the type of service being provided that the Port has more flexibility. Chuck was concerned that he does want local but that they did come in higher than gLAs. Barton has reservations that this budget amount is firm and does not want to see any renegotiations later. Barton highlighted the positive aspects of both companies. Chuck is OK with the local company even though they are higher and Jincks had the same view. Greenwood had not gotten back to Goebel about the higer cost. Jincks was on the gLAs technical committee for the NOAA project and thought that they would have been more detailed as Goebel was, seems to be a big difference.

Motion by Fleck, seconded by Jincks to award the architectural contract for a New Administration Office Building to DH Goebel, Architecture. Motion carried 4-0.

Greenwood asked that Commissioner Jincks and Brown serve as Commission liaisons during the design process.

### **IV. Comments**

The commission made their farewells and appreciative comments to Pat Albaugh who came in at the closing of the meeting as he will be moving away from the area.

### **V. ADJOURNMENT**

There being nothing more to come before the Board of Commissioners, the meeting was adjourned at 2:47 pm

ATTEST:

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JoAnn Barton, President

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Walter Chuck, Secretary/Treasurer



## Memo

**To:** Port of Newport Commissioners  
**From:** Barb Martin, Interim Director of Finance  
**Date:** June 20, 2014

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### **General Fund:**

May 2014 financials are attached.

The General Fund is having a positive financial performance this fiscal year. Total revenues are up and total expenses are down compared to last fiscal year. The Balance Sheet is solid and has been moving in a positive direction. Budgeted revenues and operating expenses continue to stay in line with each other. Expenses are well within budget for this time of year.

### **NOAA Fund:**

NOAA is on track to meet revenue budget while staying within budgeted expenses. The Fund is in very solid financial standing as reflected in the Balance Sheet.

### **Construction Funds:**

The Construction Fund has had no activity.

### **Facility Maintenance Reserve:**

The Facilities Maintenance Reserve Fund will be reimbursing the Operating Fund for maintenance expenditures made during the current fiscal year. Those funds will transfer by the Fiscal Year End.

### **Bonded Debt Fund:**

The Bonded Debt Fund has exactly enough to meet the June bond payment (\$320,000).



Port of Newport Operating Fund  
**Balance Sheet**  
As of May 31, 2014

	<u>May 31, 14</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Available Cash & Equivalents	928,633.76
Restricted Cash & Equivalents	342,849.59
<b>Total Checking/Savings</b>	<u>1,271,483.35</u>
<b>Accounts Receivable</b>	
Accounts Receivable	58,191.09
<b>Total Accounts Receivable</b>	<u>58,191.09</u>
<b>Other Current Assets</b>	
Allow for Bad Debt - CM	-10,000.00
Allow for Bad Debt - SB	-4,000.00
AR Property Tax	8,054.60
Prepaid Expenses	69,287.59
Due from other Port Funds	123,719.53
Undeposited Funds	-869.51
<b>Total Other Current Assets</b>	<u>186,192.21</u>
<b>Total Current Assets</b>	1,515,866.65
<b>Fixed Assets</b>	
Capital Assets	89,128,397.64
<b>Total Fixed Assets</b>	<u>89,128,397.64</u>
<b>TOTAL ASSETS</b>	<u><u>90,644,264.29</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	31,820.40
<b>Total Accounts Payable</b>	<u>31,820.40</u>
<b>Other Current Liabilities</b>	
Prepaid Moorage and Deposits	11,577.00
Payroll Liability	29,169.00
Accrued Property Taxes	32,887.87
Current Portion-Long Term Debt	177,258.39
Accrued Interest Payable	90,347.00
<b>Total Other Current Liabilities</b>	<u>341,239.26</u>
<b>Total Current Liabilities</b>	373,059.66

Port of Newport Operating Fund  
**Balance Sheet**  
As of May 31, 2014

	<u>May 31, 14</u>
Long Term Liabilities	
Long Term Debt	8,739,743.61
2013 FF&C Bond Premium	135,465.75
<b>Total Long Term Liabilities</b>	<u>8,875,209.36</u>
<b>Total Liabilities</b>	9,248,269.02
Equity	
Fund Balance	-5,722,419.16
Contributed Capital	7,130,788.00
Opening Balance Equity	79,446,413.75
Net Income	541,212.68
<b>Total Equity</b>	<u>81,395,995.27</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>90,644,264.29</u></u>

Port of Newport Operating Fund  
Profit & Loss LM YTD  
July 2013 through May 2014

	<u>Jul '13 - May 14</u>	<u>Jul '12 - May 13</u>	<u>\$ Change</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Lease Revenues	533,606.60	480,265.99	53,340.61
Moorage	1,088,063.38	948,659.56	139,403.82
Shipping Terminal Revenues	8,410.40	4,867.36	3,543.04
Hoist Dock & Services	409,389.86	335,581.50	73,808.36
RV Parks	564,180.34	540,093.52	24,086.82
Launch Ramp & Trailer Storage	53,790.50	58,122.00	-4,331.50
Miscellaneous Revenue	32,570.53	56,520.65	-23,950.12
Gain/(Loss) on Sale of Assets	19,191.91	3,000.00	16,191.91
Property & Dredge Sales	1,769.00	0.00	1,769.00
Grant & Loan Proceeds	1,938.58	140,180.75	-138,242.17
Property Tax Revenue	92,837.09	92,277.54	559.55
Interest Income	2,367.59	1,993.56	374.03
<b>Total Income</b>	<u>2,808,115.78</u>	<u>2,661,562.43</u>	<u>146,553.35</u>
<b>Gross Profit</b>	2,808,115.78	2,661,562.43	146,553.35
<b>Expense</b>			
Salaries & Wages	608,941.30	683,111.62	-74,170.32
Payroll Taxes & Benefits	242,070.66	267,944.99	-25,874.33
Insurance	138,205.40	154,750.80	-16,545.40
Professional Fees	88,625.26	108,776.34	-20,151.08
Marketing & Promotion	15,712.99	20,405.87	-4,692.88
Dues & Subscriptions	15,770.43	14,488.95	1,281.48
Education & Training	4,290.92	4,863.40	-572.48
Travel	10,575.81	12,306.47	-1,730.66
Office Expenses	29,503.85	25,232.07	4,271.78
Bank Fees	23,019.52	25,264.68	-2,245.16
License & Permit Fees	7,353.75	3,496.25	3,857.50
Utilities	364,962.68	334,969.81	29,992.87
Contract & Support Services	200,840.19	152,862.10	47,978.09
Repairs & Maintenance	77,226.91	89,175.31	-11,948.40
Equipment & Small Tools	8,527.35	13,424.51	-4,897.16
Operating Supplies & Fuel	69,507.01	65,864.81	3,642.20
Shipping Expenses	0.00	1,577.56	-1,577.56
DSL & State Land Fees	23,387.95	23,104.58	283.37
Building & Land leases	11,828.00	11,496.00	332.00
Grants & Other	37,543.88	291,901.71	-254,357.83
<b>Total Expense</b>	<u>1,977,893.86</u>	<u>2,305,017.83</u>	<u>-327,123.97</u>
<b>Net Ordinary Income</b>	830,221.92	356,544.60	473,677.32

Port of Newport Operating Fund  
**Profit & Loss LM YTD**  
 July 2013 through May 2014

	<u>Jul '13 - May 14</u>	<u>Jul '12 - May 13</u>	<u>\$ Change</u>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Fund Transfers In	25,000.00	25,000.00	0.00
<b>Total Other Income</b>	<u>25,000.00</u>	<u>25,000.00</u>	<u>0.00</u>
<b>Other Expense</b>			
Transfer to Construction Fund	0.00	890,000.00	-890,000.00
Debt Service	314,009.24	528,253.42	-214,244.18
Capital - Current Year Costs	0.00	34,035.22	-34,035.22
<b>Total Other Expense</b>	<u>314,009.24</u>	<u>1,452,288.64</u>	<u>-1,138,279.40</u>
<b>Net Other Income</b>	<u>-289,009.24</u>	<u>-1,427,288.64</u>	<u>1,138,279.40</u>
<b>Net Income</b>	<u><u>541,212.68</u></u>	<u><u>-1,070,744.04</u></u>	<u><u>1,611,956.72</u></u>

Port of Newport Operating Fund  
Profit & Loss LM YTD  
May 2014

	<u>May 14</u>	<u>Apr 14</u>	<u>May 13</u>	<u>\$ Change</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Lease Revenues	47,538.72	43,734.99	42,299.35	5,239.37
Moorage	181,377.96	101,841.92	162,233.24	19,144.72
Shipping Terminal Revenues	1,131.00	760.20	819.00	312.00
Hoist Dock & Services	37,426.79	35,021.51	27,006.24	10,420.55
RV Parks	64,233.35	20,593.91	47,775.19	16,458.16
Launch Ramp & Trailer Storage	6,217.50	2,794.00	5,696.50	521.00
Miscellaneous Revenue	5,489.89	2,529.04	13,081.78	-7,591.89
Gain/(Loss) on Sale of Assets	0.00	19,191.91	0.00	0.00
Property & Dredge Sales	1,161.00	0.00	0.00	1,161.00
Property Tax Revenue	0.00	781.45	1,016.22	-1,016.22
Interest Income	0.35	245.43	151.86	-151.51
<b>Total Income</b>	<u>344,576.56</u>	<u>227,494.36</u>	<u>300,079.38</u>	<u>44,497.18</u>
<b>Gross Profit</b>	344,576.56	227,494.36	300,079.38	44,497.18
<b>Expense</b>				
Salaries & Wages	45,123.85	45,113.25	63,789.90	-18,666.05
Payroll Taxes & Benefits	21,428.14	18,814.75	23,730.93	-2,302.79
Insurance	12,606.93	12,606.92	15,395.80	-2,788.87
Professional Fees	3,051.25	9,980.80	18,031.25	-14,980.00
Marketing & Promotion	474.10	1,340.51	30.00	444.10
Dues & Subscriptions	40.00	0.00	484.49	-444.49
Education & Training	257.60	109.50	564.60	-307.00
Travel	0.00	54.00	489.32	-489.32
Office Expenses	2,976.99	1,538.52	935.21	2,041.78
Bank Fees	600.00	1,966.01	3,248.60	-2,648.60
License & Permit Fees	702.00	0.00	17.00	685.00
Utilities	30,605.34	31,406.37	22,020.93	8,584.41
Contract & Support Services	18,752.77	15,981.49	13,845.35	4,907.42
Repairs & Maintenance	4,554.02	12,065.91	3,156.53	1,397.49
Equipment & Small Tools	2,404.47	460.00	216.74	2,187.73
Operating Supplies & Fuel	3,723.57	3,864.38	7,530.58	-3,807.01
Building & Land leases	1,082.00	1,082.00	1,045.00	37.00
Grants & Other	1,122.31	1,595.38	2,625.33	-1,503.02
<b>Total Expense</b>	<u>149,505.34</u>	<u>157,979.79</u>	<u>177,157.56</u>	<u>-27,652.22</u>
<b>Net Ordinary Income</b>	195,071.22	69,514.57	122,921.82	72,149.40
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
Debt Service	12,179.51	12,179.51	9,115.14	3,064.37
<b>Total Other Expense</b>	<u>12,179.51</u>	<u>12,179.51</u>	<u>9,115.14</u>	<u>3,064.37</u>
<b>Net Other Income</b>	<u>-12,179.51</u>	<u>-12,179.51</u>	<u>-9,115.14</u>	<u>-3,064.37</u>
<b>Net Income</b>	<u>182,891.71</u>	<u>57,335.06</u>	<u>113,806.68</u>	<u>69,085.03</u>

Port of Newport Operating Fund  
Profit & Loss Budget vs. Actual  
July 1, 2013 through June 20, 2014

	<u>Jul 1, '13 - Jun 20, 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Lease Revenues	577,023.85	535,500.00	41,523.85	107.75%
Uncategorized Income	0.00	0.00	0.00	0.0%
Moorage	1,115,597.38	1,082,000.00	33,597.38	103.11%
Shipping Terminal Revenues	8,670.40	3,500.00	5,170.40	247.73%
Hoist Dock & Services	417,396.97	335,500.00	81,896.97	124.41%
RV Parks	564,180.34	528,300.00	35,880.34	106.79%
Launch Ramp & Trailer Storage	53,790.50	58,000.00	-4,209.50	92.74%
Miscellaneous Revenue	32,715.03	40,000.00	-7,284.97	81.79%
Gain/(Loss) on Sale of Assets	19,191.91	0.00	19,191.91	100.0%
Property & Dredge Sales	1,769.00	0.00	1,769.00	100.0%
Pass Thru	0.00	0.00	0.00	0.0%
Grant & Loan Proceeds	1,938.58	527,200.00	-525,261.42	0.37%
Property Tax Revenue	92,837.09	89,000.00	3,837.09	104.31%
Interest Income	2,367.59	2,500.00	-132.41	94.7%
<b>Total Income</b>	<u>2,887,478.64</u>	<u>3,201,500.00</u>	<u>-314,021.36</u>	<u>90.19%</u>
<b>Cost of Goods Sold</b>				
Cost of Goods Sold	0.00	0.00	0.00	0.0%
<b>Total COGS</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Gross Profit</b>	2,887,478.64	3,201,500.00	-314,021.36	90.19%
<b>Expense</b>				
Uncategorized Expenses	0.00	0.00	0.00	0.0%
Salaries & Wages	608,941.30	800,000.00	-191,058.70	76.12%
Payroll Taxes & Benefits	242,070.66	381,000.00	-138,929.34	63.54%
Insurance	138,205.40	187,000.00	-48,794.60	73.91%
Professional Fees	94,625.26	115,000.00	-20,374.74	82.28%
Marketing & Promotion	15,937.24	32,000.00	-16,062.76	49.8%
Dues & Subscriptions	23,024.43	16,000.00	7,024.43	143.9%
Education & Training	4,290.92	5,000.00	-709.08	85.82%
Travel	10,575.81	16,000.00	-5,424.19	66.1%
Office Expenses	29,752.16	65,000.00	-35,247.84	45.77%
Bank Fees	23,080.64	26,000.00	-2,919.36	88.77%
License & Permit Fees	7,796.75	5,000.00	2,796.75	155.94%
Utilities	379,874.26	450,000.00	-70,125.74	84.42%
Contract & Support Services	219,371.45	159,000.00	60,371.45	137.97%
Repairs & Maintenance	77,226.91	178,000.00	-100,773.09	43.39%
Equipment & Small Tools	8,551.85	10,300.00	-1,748.15	83.03%
Operating Supplies & Fuel	72,805.70	69,300.00	3,505.70	105.06%
Shipping Expenses	0.00	2,560.00	-2,560.00	0.0%
DSL & State Land Fees	23,387.95	24,000.00	-612.05	97.45%
Building & Land leases	12,663.00	12,540.00	123.00	100.98%
Grants & Other	41,372.19	64,300.00	-22,927.81	64.34%
Payroll Expenses	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<u>2,033,553.88</u>	<u>2,618,000.00</u>	<u>-584,446.12</u>	<u>77.68%</u>
<b>Net Ordinary Income</b>	853,924.76	583,500.00	270,424.76	146.35%

Port of Newport Operating Fund  
**Profit & Loss Budget vs. Actual**  
 July 1, 2013 through June 20, 2014

	<u>Jul 1, '13 - Jun 20, 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Contributed Capital - Income	0.00	0.00	0.00	0.0%
Fund Transfers In	25,000.00	25,000.00	0.00	100.0%
<b>Total Other Income</b>	<u>25,000.00</u>	<u>25,000.00</u>	<u>0.00</u>	<u>100.0%</u>
<b>Other Expense</b>				
Transfer to Construction Fund	0.00	0.00	0.00	0.0%
Debt Service	316,170.63	445,000.00	-128,829.37	71.05%
Capital - Current Year Costs	0.00	637,500.00	-637,500.00	0.0%
Depreciation Expenses	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<u>316,170.63</u>	<u>1,082,500.00</u>	<u>-766,329.37</u>	<u>29.21%</u>
<b>Net Other Income</b>	<u>-291,170.63</u>	<u>-1,057,500.00</u>	<u>766,329.37</u>	<u>27.53%</u>
<b>Net Income</b>	<u><u>562,754.13</u></u>	<u><u>-474,000.00</u></u>	<u><u>1,036,754.13</u></u>	<u><u>-118.73%</u></u>

Port of Newport Operating Fund  
Profit & Loss by Class  
July 2013 through May 2014

	SB OPS (South Beach)	SB Admin & Overhead (South Beach)	SB Marina (South Beach)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Lease Revenues	0.00	0.00	0.00
Moorage	0.00	3,226.50	596,277.97
Shipping Terminal Revenues	0.00	0.00	0.00
Hoist Dock & Services	0.00	0.00	10,531.06
RV Parks	0.00	0.00	6,054.46
Launch Ramp & Trailer Storage	0.00	88.00	52,131.00
Miscellaneous Revenue	0.00	952.52	17,111.82
Gain/(Loss) on Sale of Assets	0.00	0.00	0.00
Property & Dredge Sales	0.00	5.00	220.00
Grant & Loan Proceeds	0.00	0.00	2,836.70
Property Tax Revenue	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
<b>Total Income</b>	<u>0.00</u>	<u>4,272.02</u>	<u>685,163.01</u>
<b>Gross Profit</b>	0.00	4,272.02	685,163.01
<b>Expense</b>			
Salaries & Wages	130,650.50	54,000.49	0.00
Payroll Taxes & Benefits	62,422.60	14,692.53	0.00
Insurance	1,000.00	0.00	17,205.92
Professional Fees	850.00	0.00	0.00
Marketing & Promotion	0.00	6,470.50	1,381.69
Dues & Subscriptions	0.00	150.25	0.00
Education & Training	0.00	795.00	0.00
Travel	0.00	759.44	403.62
Office Expenses	516.36	4,559.96	699.28
Bank Fees	0.00	8,248.85	0.00
License & Permit Fees	144.00	6.00	0.00
Utilities	35,836.78	20,258.45	116,209.33
Contract & Support Services	5,305.00	54,255.87	22,484.44
Repairs & Maintenance	10,064.57	815.86	19,055.07
Equipment & Small Tools	3,287.43	104.00	865.00
Operating Supplies & Fuel	25,306.89	3,883.85	11,103.78
DSL & State Land Fees	0.00	0.00	10,435.34
Building & Land leases	0.00	0.00	0.00
Grants & Other	0.00	15,927.35	0.00
<b>Total Expense</b>	<u>275,384.13</u>	<u>184,928.40</u>	<u>199,843.47</u>
<b>Net Ordinary Income</b>	-275,384.13	-180,656.38	485,319.54
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Fund Transfers In	0.00	0.00	0.00
<b>Total Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Other Expense</b>			
Debt Service	4,645.50	0.00	0.00
<b>Total Other Expense</b>	<u>4,645.50</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Other Income</b>	<u>-4,645.50</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Income</b>	<u><u>-280,029.63</u></u>	<u><u>-180,656.38</u></u>	<u><u>485,319.54</u></u>



Port of Newport Operating Fund  
Profit & Loss by Class  
July 2013 through May 2014

	<u>Main RV Park (South Beach)</u>	<u>Annex (South Beach)</u>	<u>Total South Beach (General Operating Fund)</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Lease Revenues	0.00	0.00	0.00
Moorage	0.00	0.00	599,504.47
Shipping Terminal Revenues	0.00	0.00	0.00
Hoist Dock & Services	136.50	0.00	10,667.56
RV Parks	440,757.24	117,368.64	564,180.34
Launch Ramp & Trailer Storage	0.00	0.00	52,219.00
Miscellaneous Revenue	6,865.94	290.00	25,220.28
Gain/(Loss) on Sale of Assets	0.00	0.00	0.00
Property & Dredge Sales	0.00	0.00	225.00
Grant & Loan Proceeds	0.00	0.00	2,836.70
Property Tax Revenue	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00
<b>Total Income</b>	<b>447,759.68</b>	<b>117,658.64</b>	<b>1,254,853.35</b>
<b>Gross Profit</b>	<b>447,759.68</b>	<b>117,658.64</b>	<b>1,254,853.35</b>
<b>Expense</b>			
Salaries & Wages	0.00	0.00	184,650.99
Payroll Taxes & Benefits	0.00	0.00	77,115.13
Insurance	0.00	0.00	18,205.92
Professional Fees	0.00	0.00	850.00
Marketing & Promotion	195.00	0.00	8,047.19
Dues & Subscriptions	0.00	0.00	150.25
Education & Training	0.00	0.00	795.00
Travel	0.00	0.00	1,163.06
Office Expenses	115.20	0.00	5,890.80
Bank Fees	33.51	0.00	8,282.36
License & Permit Fees	0.00	0.00	150.00
Utilities	24,251.33	12,298.36	208,854.25
Contract & Support Services	21,318.07	200.00	103,563.38
Repairs & Maintenance	3,183.97	2,988.37	36,107.84
Equipment & Small Tools	0.00	0.00	4,256.43
Operating Supplies & Fuel	1,580.34	257.44	42,132.30
DSL & State Land Fees	0.00	0.00	10,435.34
Building & Land leases	0.00	0.00	0.00
Grants & Other	16,901.98	453.53	33,282.86
<b>Total Expense</b>	<b>67,579.40</b>	<b>16,197.70</b>	<b>743,933.10</b>
<b>Net Ordinary Income</b>	<b>380,180.28</b>	<b>101,460.94</b>	<b>510,920.25</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Fund Transfers In	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Expense</b>			
Debt Service	0.00	0.00	4,645.50
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>4,645.50</b>
<b>Net Other income</b>	<b>0.00</b>	<b>0.00</b>	<b>-4,645.50</b>
<b>Net Income</b>	<b>380,180.28</b>	<b>101,460.94</b>	<b>506,274.75</b>

Port of Newport Operating Fund  
Profit & Loss by Class  
July 2013 through May 2014

	Admin & Property Mgmt (General Operating Fund)	Commercial Marina (General Operating Fund)	International Terminal (General Operating Fund)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Lease Revenues	533,606.60	0.00	0.00
Moorage	90.00	416,578.91	71,890.00
Shipping Terminal Revenues	0.00	0.00	8,410.40
Hoist Dock & Services	319.20	269,564.77	128,838.33
RV Parks	0.00	0.00	0.00
Launch Ramp & Trailer Storage	0.00	1,249.50	322.00
Miscellaneous Revenue	2,076.87	5,213.87	59.51
Gain/(Loss) on Sale of Assets	19,191.91	0.00	0.00
Property & Dredge Sales	1,544.00	0.00	0.00
Grant & Loan Proceeds	0.00	0.00	-898.12
Property Tax Revenue	92,837.09	0.00	0.00
Interest Income	2,367.59	0.00	0.00
<b>Total Income</b>	<b>652,033.26</b>	<b>692,607.05</b>	<b>208,622.12</b>
<b>Gross Profit</b>	<b>652,033.26</b>	<b>692,607.05</b>	<b>208,622.12</b>
<b>Expense</b>			
Salaries & Wages	234,778.54	154,827.55	34,684.22
Payroll Taxes & Benefits	78,418.04	70,595.31	15,942.18
Insurance	101,793.56	18,205.92	0.00
Professional Fees	78,818.49	0.00	8,956.77
Marketing & Promotion	5,741.52	515.65	1,408.63
Dues & Subscriptions	15,620.18	0.00	0.00
Education & Training	2,596.67	549.25	350.00
Travel	9,229.59	100.81	82.35
Office Expenses	20,959.16	1,290.30	1,363.59
Bank Fees	1,366.54	13,370.62	0.00
License & Permit Fees	973.45	1,438.00	4,792.30
Utilities	15,188.53	104,158.66	36,761.24
Contract & Support Services	23,636.99	52,218.12	21,421.70
Repairs & Maintenance	78.06	26,857.83	14,183.18
Equipment & Small Tools	0.00	757.17	3,513.75
Operating Supplies & Fuel	1,296.73	19,661.90	6,416.08
DSL & State Land Fees	0.00	12,952.61	0.00
Building & Land leases	11,828.00	0.00	0.00
Grants & Other	3,923.76	337.26	0.00
<b>Total Expense</b>	<b>606,247.81</b>	<b>477,836.96</b>	<b>149,875.99</b>
<b>Net Ordinary Income</b>	<b>45,785.45</b>	<b>214,770.09</b>	<b>58,746.13</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Fund Transfers In	25,000.00	0.00	0.00
<b>Total Other Income</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Expense</b>			
Debt Service	170,145.96	5,959.37	133,258.41
<b>Total Other Expense</b>	<b>170,145.96</b>	<b>5,959.37</b>	<b>133,258.41</b>
<b>Net Other income</b>	<b>-145,145.96</b>	<b>-5,959.37</b>	<b>-133,258.41</b>
<b>Net Income</b>	<b>-99,360.51</b>	<b>208,810.72</b>	<b>-74,512.28</b>

Port of Newport Operating Fund  
Profit & Loss by Class  
July 2013 through May 2014

	<u>Total General Operating Fund</u>	<u>Unclassified</u>	<u>TOTAL</u>
Ordinary Income/Expense			
Income			
Lease Revenues	533,606.60	0.00	533,606.60
Moorage	1,088,063.38	0.00	1,088,063.38
Shipping Terminal Revenues	8,410.40	0.00	8,410.40
Hoist Dock & Services	409,389.86	0.00	409,389.86
RV Parks	564,180.34	0.00	564,180.34
Launch Ramp & Trailer Storage	53,790.50	0.00	53,790.50
Miscellaneous Revenue	32,570.53	0.00	32,570.53
Gain/(Loss) on Sale of Assets	19,191.91	0.00	19,191.91
Property & Dredge Sales	1,769.00	0.00	1,769.00
Grant & Loan Proceeds	1,938.58	0.00	1,938.58
Property Tax Revenue	92,837.09	0.00	92,837.09
Interest Income	2,367.59	0.00	2,367.59
Total Income	<u>2,808,115.78</u>	<u>0.00</u>	<u>2,808,115.78</u>
Gross Profit	2,808,115.78	0.00	2,808,115.78
Expense			
Salaries & Wages	608,941.30	0.00	608,941.30
Payroll Taxes & Benefits	242,070.66	0.00	242,070.66
Insurance	138,205.40	0.00	138,205.40
Professional Fees	88,625.26	0.00	88,625.26
Marketing & Promotion	15,712.99	0.00	15,712.99
Dues & Subscriptions	15,770.43	0.00	15,770.43
Education & Training	4,290.92	0.00	4,290.92
Travel	10,575.81	0.00	10,575.81
Office Expenses	29,503.85	0.00	29,503.85
Bank Fees	23,019.52	0.00	23,019.52
License & Permit Fees	7,353.75	0.00	7,353.75
Utilities	364,962.68	0.00	364,962.68
Contract & Support Services	200,840.19	0.00	200,840.19
Repairs & Maintenance	77,226.91	0.00	77,226.91
Equipment & Small Tools	8,527.35	0.00	8,527.35
Operating Supplies & Fuel	69,507.01	0.00	69,507.01
DSL & State Land Fees	23,387.95	0.00	23,387.95
Building & Land leases	11,828.00	0.00	11,828.00
Grants & Other	37,543.88	0.00	37,543.88
Total Expense	<u>1,977,893.86</u>	<u>0.00</u>	<u>1,977,893.86</u>
Net Ordinary Income	830,221.92	0.00	830,221.92
Other Income/Expense			
Other Income			
Fund Transfers in	25,000.00	0.00	25,000.00
Total Other Income	<u>25,000.00</u>	<u>0.00</u>	<u>25,000.00</u>
Other Expense			
Debt Service	314,009.24	0.00	314,009.24
Total Other Expense	<u>314,009.24</u>	<u>0.00</u>	<u>314,009.24</u>
Net Other Income	<u>-289,009.24</u>	<u>0.00</u>	<u>-289,009.24</u>
Net Income	<u>541,212.68</u>	<u>0.00</u>	<u>541,212.68</u>

**Port of Newport - NOAA Fund**  
**Operating Statement Budget vs. Actual**  
July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Lease Income	2,538,493.32	2,535,000.00	3,493.32	100.14%
Interest Income	9,590.17	10,000.00	-409.83	95.9%
Misc Income	0.00	100,000.00	-100,000.00	0.0%
<b>Total Income</b>	<u>2,548,083.49</u>	<u>2,645,000.00</u>	<u>-96,916.51</u>	<u>96.34%</u>
<b>Expense</b>				
Salary, Wages & Benefits	92,442.06	104,980.00	-12,537.94	88.06%
Insurance	113,882.62	139,725.00	-25,842.38	81.51%
Professional Services	0.00	12,000.00	-12,000.00	0.0%
Office & Admin Expenses	3,923.66	17,000.00	-13,076.34	23.08%
Grants & Other	0.00	37,500.00	-37,500.00	0.0%
Licenses & Permits	947.00	2,500.00	-1,553.00	37.88%
Contracted Services	73,262.81	83,100.00	-9,837.19	88.16%
Dredging	267,453.26	250,000.00	17,453.26	106.98%
Utilities	8,232.31	10,755.00	-2,522.69	76.54%
Materials and Supplies	9,485.05	20,800.00	-11,314.95	45.6%
Fuel (Gas, Diesel, Oil, Lubes)	942.57	1,350.00	-407.43	69.82%
Small Tools & Equipment	884.91	2,500.00	-1,615.09	35.4%
Equipment Rental	743.50	1,250.00	-506.50	59.48%
Office Rent & DSL Leases	11,294.10	12,000.00	-705.90	94.12%
<b>Total Expense</b>	<u>583,493.85</u>	<u>695,460.00</u>	<u>-111,966.15</u>	<u>83.9%</u>
<b>Net Ordinary Income</b>	<u>1,964,589.64</u>	<u>1,949,540.00</u>	<u>15,049.64</u>	<u>100.77%</u>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
Capital Expenses	0.00	0.00	0.00	0.0%
Fund Transfers Out	218,870.00	220,000.00	-1,130.00	99.49%
Debt Service	2,000,433.76	2,000,434.00	-0.24	100.0%
<b>Total Other Expense</b>	<u>2,219,303.76</u>	<u>2,220,434.00</u>	<u>-1,130.24</u>	<u>99.95%</u>
<b>Net Other Income</b>	<u>-2,219,303.76</u>	<u>-2,220,434.00</u>	<u>1,130.24</u>	<u>99.95%</u>
<b>Net Income</b>	<u><u>-254,714.12</u></u>	<u><u>-270,894.00</u></u>	<u><u>16,179.88</u></u>	<u><u>94.03%</u></u>

Port of Newport - NOAA Fund  
**Operating Statement**  
July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>	<u>Jul '12 - Jun 13</u>	<u>\$ Change</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Lease Income	2,538,493.32	2,536,824.46	1,668.86
Interest Income	9,590.17	12,439.19	-2,849.02
Misc Income	0.00	68,877.40	-68,877.40
<b>Total Income</b>	<u>2,548,083.49</u>	<u>2,618,141.05</u>	<u>-70,057.56</u>
<b>Expense</b>			
Salary, Wages & Benefits	92,442.06	99,435.53	-6,993.47
Insurance	113,882.62	124,997.84	-11,115.22
Professional Services	0.00	17,774.23	-17,774.23
Office & Admin Expenses	3,923.66	4,856.48	-932.82
Licenses & Permits	947.00	2,201.32	-1,254.32
Contracted Services	73,262.81	125,475.71	-52,212.90
Dredging	267,453.26	0.00	267,453.26
Utilities	8,232.31	8,836.73	-604.42
Materials and Supplies	9,485.05	6,873.01	2,612.04
Fuel (Gas, Diesel, Oil, Lubes)	942.57	731.56	211.01
Small Tools & Equipment	884.91	2,118.92	-1,234.01
Equipment Rental	743.50	396.00	347.50
Office Rent & DSL Leases	11,294.10	11,256.49	37.61
<b>Total Expense</b>	<u>583,493.85</u>	<u>404,953.82</u>	<u>178,540.03</u>
<b>Net Ordinary Income</b>	1,964,589.64	2,213,187.23	-248,597.59
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
Capital Expenses	0.00	0.00	0.00
Fund Transfers Out	218,870.00	161,767.40	57,102.60
Debt Service	2,000,433.76	1,224,196.76	776,237.00
Bond Issuance Cost Amortization	0.00	34,567.00	-34,567.00
Bond Discount Amortization	0.00	11,581.00	-11,581.00
<b>Total Other Expense</b>	<u>2,219,303.76</u>	<u>1,432,112.16</u>	<u>787,191.60</u>
<b>Net Other Income</b>	<u>-2,219,303.76</u>	<u>-1,432,112.16</u>	<u>-787,191.60</u>
<b>Net Income</b>	<u><u>-254,714.12</u></u>	<u><u>781,075.07</u></u>	<u><u>-1,035,789.19</u></u>

Port of Newport - NOAA Fund  
**Balance Sheet**  
As of May 31, 2014

	<u>May 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash & Equivalents	5,355,454.33
Total Checking/Savings	<u>5,355,454.33</u>
Other Current Assets	
Prepaid Expenses	70,633.44
Bond Costs (net amortization)	587,640.00
Total Other Current Assets	<u>658,273.44</u>
Total Current Assets	<u>6,013,727.77</u>
<b>TOTAL ASSETS</b>	<u><u>6,013,727.77</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	7,127.59
Total Accounts Payable	<u>7,127.59</u>
Other Current Liabilities	
Vacation Payable	2,019.00
Current Portion-Long-Term Debt	790,000.00
Accrued Interest Payable	509,285.00
Total Other Current Liabilities	<u>1,301,304.00</u>
Total Current Liabilities	1,308,431.59
Long Term Liabilities	
Long-Term Debt	22,343,121.00
Total Long Term Liabilities	<u>22,343,121.00</u>
Total Liabilities	23,651,552.59
Equity	
Opening Balance Equity	-17,956,077.71
Unrestricted Net Assets	781,075.07
Net Income	-462,822.18
Total Equity	<u>-17,637,824.82</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>6,013,727.77</u></u>

Facility Maintenance Reserve Fund  
**Operating Statement**  
July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>
Ordinary Income/Expense	
Income	
Interest Income	156.44
Total Income	<u>156.44</u>
Expense	
Office Supplies	16.21
Repairs & Maintenance	
F-Dock - \$22,800	22,800.00
Old Port Office - \$9,800	9,800.00
Piling, paving, elect -\$100,000	91,119.53
Total Repairs & Maintenance	<u>123,719.53</u>
Total Expense	<u>123,735.74</u>
Net Ordinary Income	-123,579.30
Other Income/Expense	
Other Income	
Funds Transfer In	193,870.00
Total Other Income	<u>193,870.00</u>
Net Other Income	<u>193,870.00</u>
Net Income	<u><u>70,290.70</u></u>

**Facility Maintenance Reserve Fund**  
**Balance Sheet**  
As of May 31, 2014

	<u>May 31, 14</u>	<u>April 30, 14</u>	<u>\$ Change</u>	<u>May 31, 13</u>	<u>\$ Change</u>
<b>ASSETS</b>					
<b>Current Assets</b>					
<b>Checking/Savings</b>					
Umpqua Bank - Money Market	290,299.17	290,282.47	16.70	122,893.28	167,405.89
<b>Total Checking/Savings</b>	<u>290,299.17</u>	<u>290,282.47</u>	<u>16.70</u>	<u>122,893.28</u>	<u>167,405.89</u>
<b>Total Current Assets</b>	<u>290,299.17</u>	<u>290,282.47</u>	<u>16.70</u>	<u>122,893.28</u>	<u>167,405.89</u>
<b>TOTAL ASSETS</b>	<u><u>290,299.17</u></u>	<u><u>290,282.47</u></u>	<u><u>16.70</u></u>	<u><u>122,893.28</u></u>	<u><u>167,405.89</u></u>
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
<b>Accounts Payable</b>					
Accounts Payable	123,719.53	123,719.53	0.00	26,610.00	97,109.53
<b>Total Accounts Payable</b>	<u>123,719.53</u>	<u>123,719.53</u>	<u>0.00</u>	<u>26,610.00</u>	<u>97,109.53</u>
<b>Total Current Liabilities</b>	<u>123,719.53</u>	<u>123,719.53</u>	<u>0.00</u>	<u>26,610.00</u>	<u>97,109.53</u>
<b>Total Liabilities</b>	123,719.53	123,719.53	0.00	26,610.00	97,109.53
<b>Equity</b>					
Fund Balance	96,288.94	96,288.94	0.00	22,291.07	73,997.87
Net Income	70,290.70	70,274.00	16.70	73,992.21	-3,701.51
<b>Total Equity</b>	<u>166,579.64</u>	<u>166,562.94</u>	<u>16.70</u>	<u>96,283.28</u>	<u>70,296.36</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>290,299.17</u></u>	<u><u>290,282.47</u></u>	<u><u>16.70</u></u>	<u><u>122,893.28</u></u>	<u><u>167,405.89</u></u>



**Construction Fund - Port of Newport**  
**Balance Sheet**  
As of May 31, 2014

	<u>May 31, 14</u>	<u>Jun 30, 13</u>	<u>\$ Change</u>
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
Construction Fund Bank Accts	762,825.81	780,031.10	-17,205.29
Total Checking/Savings	<u>762,825.81</u>	<u>780,031.10</u>	<u>-17,205.29</u>
Accounts Receivable			
Accounts Receivable	0.00	445,314.38	-445,314.38
Total Accounts Receivable	<u>0.00</u>	<u>445,314.38</u>	<u>-445,314.38</u>
Total Current Assets	<u>762,825.81</u>	<u>1,225,345.48</u>	<u>-462,519.67</u>
<b>TOTAL ASSETS</b>	<u><u>762,825.81</u></u>	<u><u>1,225,345.48</u></u>	<u><u>-462,519.67</u></u>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
A/P - Construction	4,460.00	12,732.95	-8,272.95
Total Accounts Payable	<u>4,460.00</u>	<u>12,732.95</u>	<u>-8,272.95</u>
Other Current Liabilities			
Due To Other funds	0.00	442.93	-442.93
Total Other Current Liabilities	<u>0.00</u>	<u>442.93</u>	<u>-442.93</u>
Total Current Liabilities	<u>4,460.00</u>	<u>13,175.88</u>	<u>-8,715.88</u>
Total Liabilities	4,460.00	13,175.88	-8,715.88
Equity			
Fund Balance	1,212,169.60	1,110,548.59	101,621.01
Net Income	-453,803.79	101,621.01	-555,424.80
Total Equity	<u>758,365.81</u>	<u>1,212,169.60</u>	<u>-453,803.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>762,825.81</u></u>	<u><u>1,225,345.48</u></u>	<u><u>-462,519.67</u></u>

# Port of Newport

## NOAA Fund

May 15, 2014 to June 17, 2014

Date	Num	Name	Memo	Amount
5/29/14	12400	G & K Floors	Janitorial Services	450.00
5/29/14	12401	S D.A.O. - Special Districts Assoc. of C	Property/Casualty Insurance	33,681.32
5/29/14	12402	Standard & Poor's	Annual Fee	10,000.00
5/29/14	12403	T & L Chemical Toilet Service	Holding Tank Rental	35.00
5/29/14	12404	Ultimate Pest Control, LLC	Monthly Pest Control	125.00
5/29/14	12405	Verizon Wireless	Phone charges	61.68
5/29/14	12406	Williams Scotsman Inc	Rent Mobile Office	242.54
5/29/14	12407	Rick Fuller	Purchased Supplies	77.76
6/3/14	12408	Grainger	Fire Hydrant Hose Adapter	53.88
6/3/14	12409	Marine Taxonomic Services, Ltd.	Gaper Clam Dredge Survey Contract 201	5,960.00
6/3/14	12410	Newport Rental Service	VOID: 4257 wrong amount	0.00
6/3/14	12411	Pioneer Telephone Cooperative	Telephone Service	237.90
6/3/14	12412	Platt Electrical Supply, Inc.	Light and Ballast	82.86
6/3/14	12413	Englund Marine & Industrial Supply	Boot Waders, Hardware	134.22
6/4/14	12414	Copeland Lumber Yards	Impact Driver Kit	139.00
6/4/14	12415	Newport Rental Service	Scissor Lift Rental	187.50
6/4/14	12416	Overhead Door Company	Safety Switch Box	65.00
6/9/14	12417	Thompsons Sanitary Service	Disposal & 20YD Dumpster	325.10
6/11/14	12418	SecureCom, Inc.	Fire Alarm Repair	2,455.00
<b>TOTAL</b>				<b>54,313.76</b>

# Port of Newport

## Construction Fund

May 15, 2014 to June 17, 2014

Date	Num	Name	Memo	Amount
6/9/14	11759	Pacific Habitat Services, Inc	Wetland Consulting Services for Terminal	4,460.00
<b>TOTAL</b>				<b>4,460.00</b>

# Port of Newport

## Operating Fund

May 15, 2014 to June 17, 2014

Date	Num	Name	Memo	Amount
5/28/14	35564	Golden Eagle - Maidhof, Bill	Moorage Refund	242.34
5/29/14	35565	Central Lincoln PUD	Electric Service	4,085.53
5/29/14	35566	Dept of Environmental Quality	Annual Storm water GEN12C Terminal	850.00
5/29/14	35567	Toyota Financial Services	Forklift Rental	1,044.20
5/29/14	35568	Wood forest Nat'l Bank	VOID: CC Fees	0.00
5/29/14	35569	Aflac World Wide Headquarters	Aflac ( Ray Carel)	42.80
5/29/14	35570	Appliance Service Station	Service Call washer #3	215.00
5/29/14	35571	Business Oregon-OBDD	655-36-02 (Q10001) Interest	3,250.00
5/29/14	35572	Cardinal Services, Inc.	Temp Adm Assistant	823.55
5/29/14	35573	Central Lincoln PUD	Electric Service	491.50
5/29/14	35574	Design Space	Customs Office	247.00
5/29/14	35575	Family Motor Coach	Family Motor Coach Membership and List	40.00
5/29/14	35576	Great America Financial Services	Copier Lease	139.60
5/29/14	35577	Idea Print Works, Inc.	VOID: Decals for Wheel Barrows	0.00
5/29/14	35578	ING (State of Oregon Plan)	Monthly Emp Contribution, Differed Comp	200.00
5/29/14	35579	Lock Masters	Keypad Door Locks for Annex	1,750.00
5/29/14	35580	Neofunds by Neopost	Admin Postage meter refill	700.00
5/29/14	35581	Newport Signs	Dock Regulations Signs	765.00
5/29/14	35582	NW Natural	Gas Filled	179.41
5/29/14	35583	Sears Commercial One	Battery Set And Small Tools	128.94
5/29/14	35584	Security Contractor Services	Fencing 1 YR Rental Terminal	2,820.00
5/29/14	35585	Special Districts Insurance Service	Quarterly Property/Casualty Insurance	3,009.18
5/29/14	35586	Suburban Propane	Annual Propane Tank Rental SB & CM	80.00
5/29/14	35587	T & L Chemical Toilet Service	Chemical Toilets Bayfront	486.00
5/29/14	35588	T&L Septic Tank Service	Pump 2200 Gal Holding Tank Terminal	450.00
5/29/14	35589	TCB Security Services, Inc	Monthly Security contract	6,262.00
5/29/14	35590	Verizon Wireless	Port cell phones	248.35
5/30/14	35591	Employee	Vacation Pay - Final Pay	1,341.02
5/30/14	35592	Donaldson, Colleen	Moorage Refund	197.00
5/30/14	35593	Fischer, Richard	Refund Moorage	911.00
5/30/14	35594	Nimtz, Blaine	Refund Security Deposit	295.00
5/30/14	35595	Goossen, John	Refund Slip Deposit	295.00
5/30/14	35596	Dressier, Jessie	Boat Sold - Refund Security Deposit	295.00
5/30/14	35597	Ginny Goblirsch	Don's Retirement Gift	500.00
6/3/14	35598	AboveBoard Electric Inc	Troubleshoot Fuel dock Lights	227.48
6/3/14	35599	Alan Brown Tire Center	Right Front Tires Repaired Hy 90 Forklift	65.26
6/3/14	35600	Carson Oil Company	Diesel IT	920.49
6/3/14	35601	City of Newport	Water and Sewer	4,863.25
6/3/14	35602	Direct TV	Cable SB RV Park	492.39
6/3/14	35603	G & K Floors	Janitorial Services SB and Customs Traile	3,880.00
6/3/14	35604	Industrial Welding Supply, Inc	Leather Gloves and Safety Glasses	20.47
6/3/14	35605	Osborne Power Saw Co.	Repair Parts for Lawn Mower	40.19
6/3/14	35606	Pioneer Printing, Inc.	Print Service Tickets	261.55

# Port of Newport

## Operating Fund

May 15, 2014 to June 17, 2014

6/3/14	35607	Pioneer Telephone Cooperative	Telephone Service	214.96
6/3/14	35608	Platt	Breakers, Hand Dryer	606.54
6/3/14	35609	Englund Marine Supply Co, Inc	Plumbing Parts For Water Lines	98.45
6/3/14	35610	Idea Print Works, Inc.	Decals for Wheel Barrows	120.00
6/4/14	35611	Abby's Legendary Pizza	Pizza for All Staff Meeting	157.60
6/4/14	35612	Central Lincoln PUD	Electric Service	1,636.43
6/4/14	35613	CoastCom Inc	Internet and E mail service	1,461.46
6/4/14	35614	Copelund Lumber Yards, Inc..	Treated Lumber	75.92
6/4/14	35615	Direct TV	Monthly Cable SB Annex	310.91
6/4/14	35616	Fastenal Company	Spray Paint	14.97
6/4/14	35617	Lincoln Plumbing Inc	Snake Line for Central RR	206.25
6/4/14	35618	Newport Auto Parts Inc	20 Gal Hyd Fluid	235.71
6/4/14	35619	Newport Oregonian	Daily Paper	54.00
6/4/14	35620	Newport Rental Service	Concrete Cutting Blade	24.50
6/4/14	35621	Oregon Coast Technology Inc	Copier-Printer Port Office	65.60
6/4/14	35622	Oregon Department of Agriculture	Fuel Meter Annual Lease SB	443.00
6/4/14	35623	PNWA	2013 PNWA Membership Dues	7,200.00
6/4/14	35624	Sherwin Williams	Sealant	245.00
6/4/14	35625	Suburban Propane	Fill Propane Tanks	812.46
6/4/14	35626	Subway of Newport	Sandwiches, Safety Meeting and Dept He	95.50
6/4/14	35627	U.G. Cash & Carry	Degreaser	33.18
6/4/14	35628	Xerox Corporation	Copier Rental and Print Charge SB	98.08
6/4/14	35629	Allegiance Benefit Plan Mgmt	Insurance Withholding	477.42
6/4/14	35630	Cardinal Services, Inc.	Temp Adm Assistant	728.00
6/9/14	35631	Aflac World Wide Headquarters	Aflac	31.85
6/9/14	35632	ALSCO	Rugs and Towels	279.12
6/9/14	35633	Alsea Bay Power Products	Repair Mowers	795.92
6/9/14	35634	Employee	Mid Month Draw	100.00
6/9/14	35635	Employee	Employee Draw	450.00
6/9/14	35636	Employee	Mid Month Draw	500.00
6/9/14	35637	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
6/9/14	35638	Employee	Mid Month Draw	400.00
6/9/14	35639	Employee	Mid Month Draw	475.00
6/9/14	35640	JC Market	Beverages and Food for Meetings	121.79
6/9/14	35641	Employee	Mid Month Draw	500.00
6/9/14	35642	MACPHERSON, GINTNER & DIAZ	Review General Business Admin	1,851.25
6/9/14	35643	Employee	Mid month Draw	300.00
6/9/14	35644	Thompson's Sanitary Service, Inc	Trash Disposal Service	5,678.40

<b>TOTAL</b>	<b>71,254.77</b>
--------------	------------------

March 22, 2014

Don Mann  
Port of Newport  
600 SE Bay Blvd  
Newport, OR 97365

Dear Don,

Attached is the basic information for the fourth annual Barrel to Keg Relay, to be held on July 12, 2014. The course is the same as the course in 2011 (i.e. different from 2012 and 2013), but divided into 14 instead of 12 legs. The last leg, which finishes at the Rogue Brewery on the South Beach, is unchanged. We expect about 800 participants. We will coordinate the details of the finish area with Jim Kline at the Rogue.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Barrett". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

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

## **Barrel to Keg Relay**

July 12, 2014

### The Event:

This is an 110K (69 mile) running relay race from the Harris Bridge Vineyard (near Philomath) to the Rogue Brewery in Newport (South Bay), divided into 14 legs. We expect 150 teams (which have between two and seven members), totaling about 800 runners and walkers. Most teams will drive vans or SUVs. In addition, 120 volunteers will be driving to the exchanges and locations on the course to serve as course marshals. We don't need to close any roads, although traffic will be delayed near the exchanges. Course marshals, wearing safety vests and using paddles, will minimize disruptions and insure the safety of runners at each exchange and at key turns. Runners will start in waves (slower teams first) from 7am to 9am. There will be a small number of solo runners (each with their own support vehicle) starting at 5am. Teams will finish between 3:30pm and 8pm.

### The Course (permits needed in parentheses):

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

<http://www.mapmyrun.com/routes/view/356862641> or [www.barreltokeg.com](http://www.barreltokeg.com)

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

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

Exchange Zones: Location (municipality/owner):

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

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

Aid Stations/Potties/Communication/Fire Danger

There will be three portapotties or permanent restrooms at each exchange. Runners will be instructed to NOT use private land or wooded areas to relieve themselves. Each team/solo runner is self-supporting, but basic first aid kits will be at each exchange. Cell phone coverage is spotty, so each exchange will be staffed with a ham radio operator who is in contact with the race director and EMS. There will be a sweeper vehicle checking for injured runners and closing each exchange as the last runner passes. As the relay is during fire season, teams will be instructed to be cautious about sparks and fire dangers. The race director, sweeper vehicle, and exchanges in wooded areas will be provided with a fire extinguisher and a shovel.



\*For questions, contact Mark Barrett, Race Director, at 503-821-9577 or [Mbarretts@aol.com](mailto:Mbarretts@aol.com).

Updated 3-22-14

# Barrel to Keg Relay Leg 14

## 5.8 Miles

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

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

**Roads:** paved, some hills

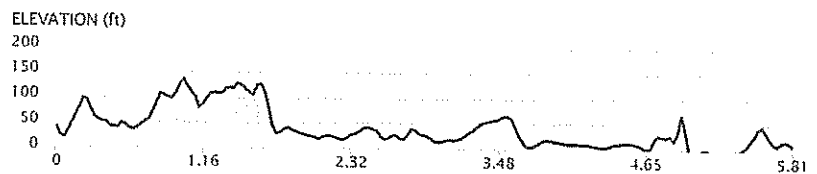
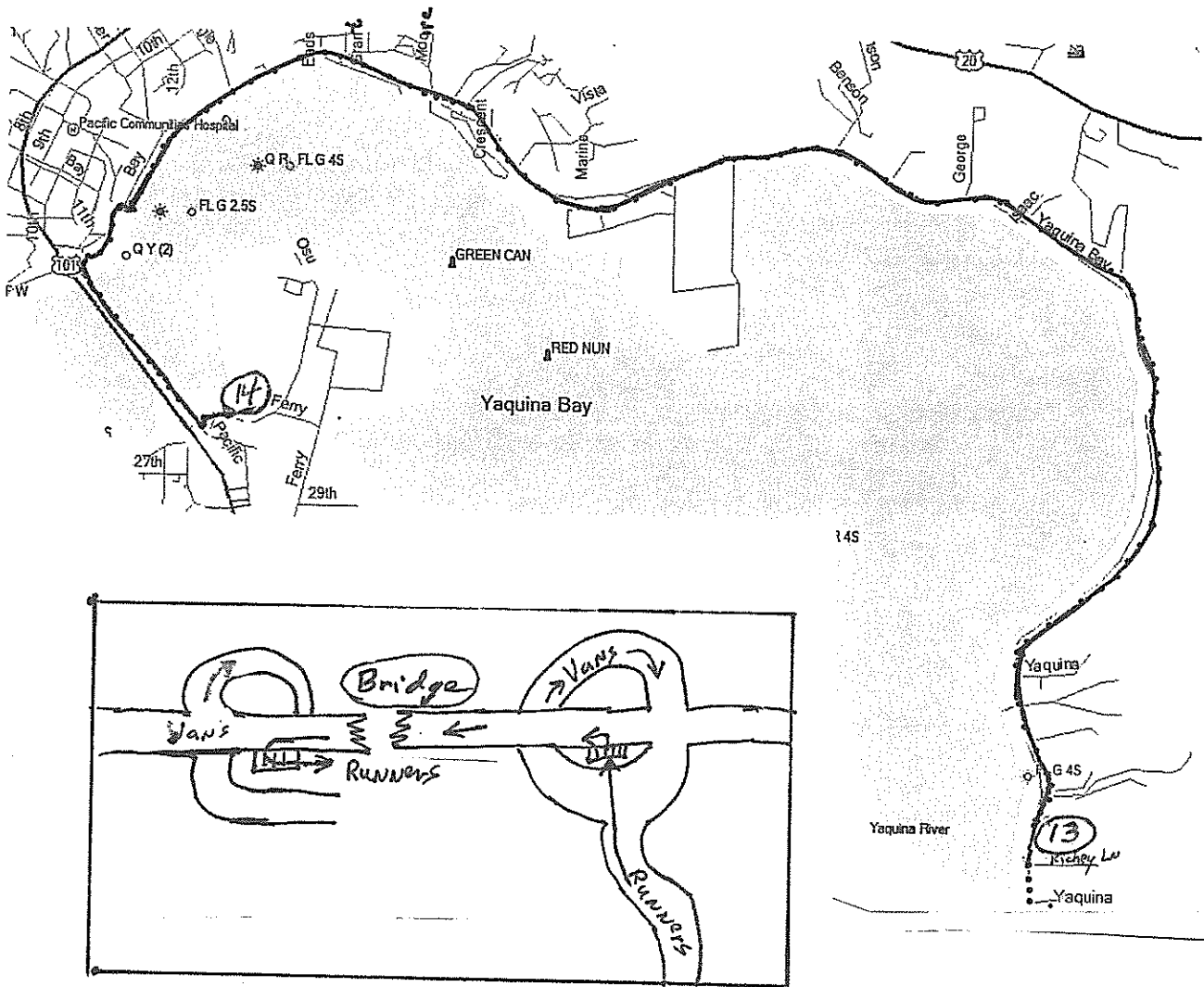
**Notes:** Runners go up and down the stairs on both ends of the bridge. Vehicles go south on Highway 101 to cross the bridge and take the first right after the bridge to get to the Rogue Brewery. Teams should gather in the corral to finish the last 100 yards with their runner.

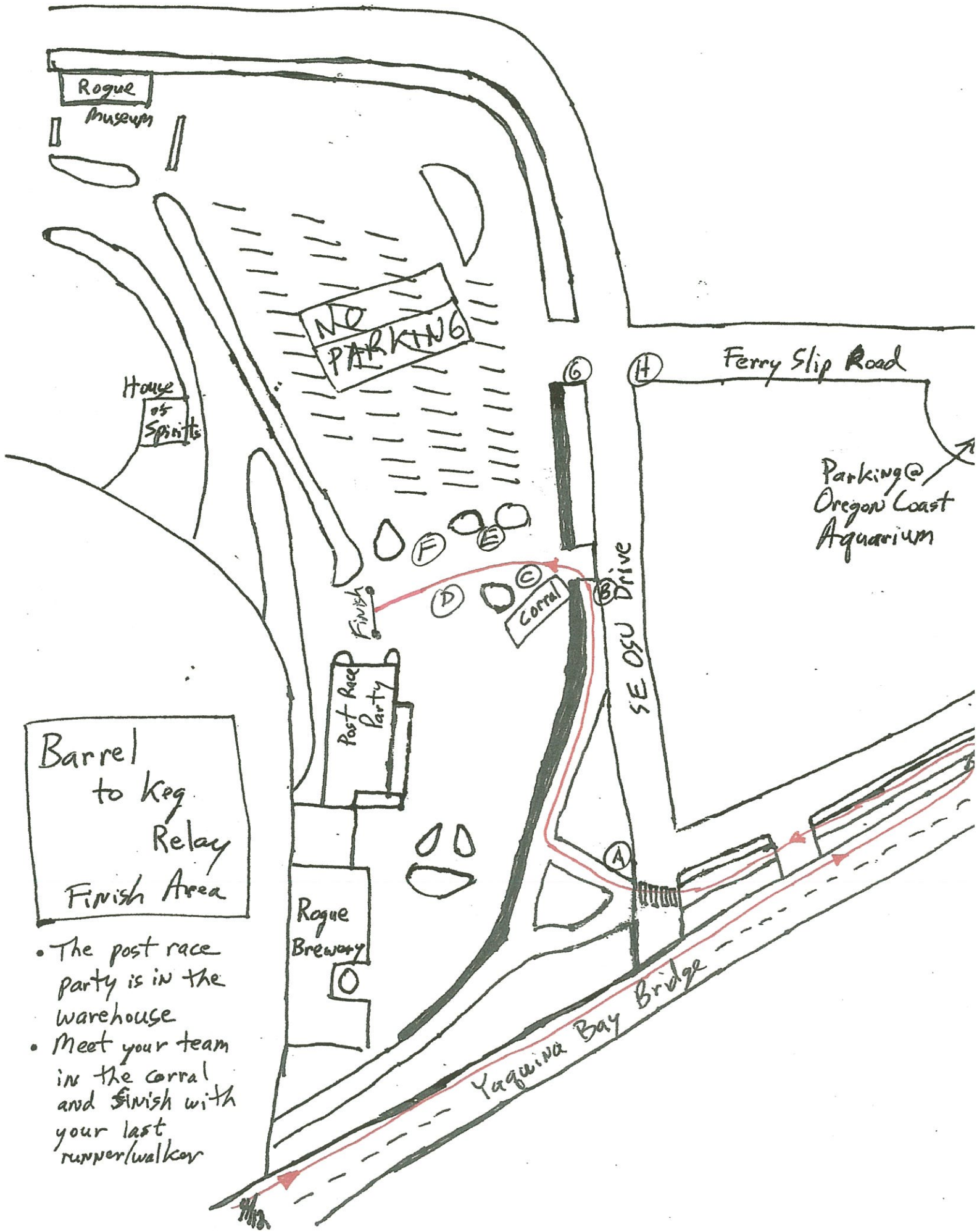
**Landmarks:** mile posts, Yaquina Bay Bridge

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

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

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





**Barrel to Keg Relay Finish Area**

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

Rogue Museum

House of Spirits

NO PARKING

Post Race Party

Rogue Brewery

Corral

Yaguina Bay Bridge

SE OSU Drive

Ferry Slip Road

Parking @ Oregon Coast Aquarium

F

E

D

C


B

A

G

H

**CERTIFICATE OF COVERAGE**

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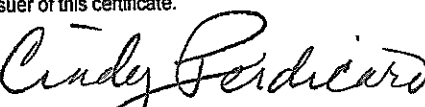
**LINES OF COVERAGE**

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

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
<input checked="" type="checkbox"/> <b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	13LCSC	7/1/2013	7/1/2014	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
<input checked="" type="checkbox"/> <b>Auto Liability</b> <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	13LCSC	7/1/2013	7/1/2014	General Aggregate: Each Occurrence:	None \$5,000,000
<input checked="" type="checkbox"/> <b>Auto Physical Damage</b> <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	13APDCSC	7/1/2013	7/1/2014		
<input checked="" type="checkbox"/> <b>Property</b>	A	13PCSC	7/1/2013	7/1/2014		Per Filed Values
<input checked="" type="checkbox"/> <b>Boiler and Machinery</b>	A	13BCSC	7/1/2013	7/1/2014		Per Filed Values
<input type="checkbox"/> <b>Excess Crime</b>						
<input type="checkbox"/> <b>Excess Earthquake</b>						
<input type="checkbox"/> <b>Excess Flood</b>						
<input type="checkbox"/> <b>Excess Cyber Liability</b>						
<input type="checkbox"/> <b>Workers' Compensation</b>						

Description: Barrel to Keg Relay on 7/13/13.

*\* Note: This expires on 7-1-14, but a new certificate will be provided ASAP. MB*

<b>Certificate Holder:</b> Port of Newport 600 SE Bay Blvd. Newport, OR 97365 Attn: Don Mann	<p><b>CANCELLATION:</b> Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.</p> <p align="center">                       By: Cindy Perdicaro, CPCU, ARM                 </p> <p align="right">Date: 6-26-13</p>
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PORT OF NEWPORT  
SPECIAL USE PERMIT

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

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

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

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

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

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

PORT OF NEWPORT:

Accepted by:  
Mark J. Barrett, Race Director  
[mbarretts@aol.com](mailto:mbarretts@aol.com)

By: \_\_\_\_\_  
Kevin Greenwood, General Manager

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

ATTACHMENT

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

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

**PORT OF NEWPORT  
RESOLUTION NO. 2014-\_\_**

**A RESOLUTION REQUESTING THAT THE LINCOLN COUNTY ENTERPRISE ZONE  
BE DESIGNATED FOR ELECTRONIC COMMERCE**

**WHEREAS**, the Port of Newport is jointly sponsoring (along with the Cities of Lincoln City, Newport, Waldport and Toledo and the Ports of Toledo and Alsea as well as Lincoln County) the Lincoln County Enterprise Zone all within Lincoln County, Oregon; and

**WHEREAS**, the Enterprise Zone is one of the most successful economic development tools for Lincoln County, contributing to the establishment and expansion of diverse businesses and the creation of family wage jobs; and

**WHEREAS**, Lincoln County, with its supply of available land for development and complementary infrastructure, has established itself as a community that can support electronic commerce business; and

**WHEREAS**, the Port of Newport would like to encourage electronic commerce as part of its economic development efforts; and

**WHEREAS**, per ORS 285C.095, the Port of Newport can request that the Lincoln County Enterprise Zone be designated for electric commerce to provide additional financial/tax incentive for qualified business firms engaging in electronic commerce;  
NOW THEREFORE

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

**Section 1.** The Port of Newport requests that the Lincoln County Enterprise Zone be designated for Electronic Commerce.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 24<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
JoAnn Barton, President

ATTEST:

\_\_\_\_\_  
Walter Chuck, Secretary/Treasurer



## Prop-posal

As briefly discussed by the Port of Newport Board last May, the Lincoln County Historical Society is seeking to secure custody of the 14' diameter prop that was removed from the concrete-hulled vessel *Paisley* as part of the recent International Dock replacement.



It is the desire of the Historical Society to install the prop and signage at the Pacific Maritime & Heritage Center, along Bay Blvd., across from Port Dock 5, the former location of the Smuggler's Cove waterwheel. Because installing the 14,000 lbs prop in a manner safe for a public area will require a **substantial investment**, we are seeking an agreement with the Port to secure its custody for a minimum of five years. Ideally, said agreement should be renewable with both parties consent.

Features of the prop installation:

- public and highly visible location.
- interpretive signage about the International Dock and Port of Newport
- interpretive signage on the history of the *Paisley*
- public benches
- located at the head of a pedestrian access trail to the Maritime Center
- green space
- lighted landmark, gateway the Maritime Center



*concept drawings, final plans subject to city approval*

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NEWPORT AND THE PORT OF NEWPORT  
RELATING TO YAQUINA BAY FRUIT PROCESSING  
FACILITY COMPLIANCE WITH CITY ZONING STANDARDS

This Intergovernmental Agreement is between the Port of Newport, a port district organized under ORS Chapter 777 ("Port") and the City of Newport ("City").

Both entities are units of local government, organized and operated under the laws of the state of Oregon. Oregon Revised Statutes, Chapter 190 specifically authorizes agreements between units of local government for any and all functions and activities that any party to the Agreement may perform.

RECITALS

A. Yaquina Bay Fruit Processors ("YBFP") operates a maraschino cherry manufacturing facility on 2.57 acres of land that it leases from the Port. The property is located at 2000 SE Marine Science Drive.

B. The YBFP facility was permitted by the City of Newport in 2003. The property at that time was zoned W-1/"Water-Dependent". A water-dependent use is a use which needs contact with or use of the water for water-borne transportation, recreation, energy production, or water supply. The YBFP facility received conditional use approval as a water dependent use because it relied upon a salt water intake structure for cherry processing (File No. 3-CUP-03).

C. YBFP is non-compliant with its current conditional use permit in that it no longer utilizes a salt water intake as part of its manufacturing process. Further, it is impractical for YBFP to utilize such an intake structure.

D. Port was advised of the non-compliant nature of the YBFP operation on October 22, 2009. At that time, the Port was in the process of reconfiguring the YBFP lease area to accommodate the NOAA MOC-P development. On December 3, 2009 the Port advised that it intended to relocate the YBFP operation in its entirety to an appropriately zoned location in three years.

E. On December 29, 2009, the City acknowledged the Port's plan to relocate the YBFP facility within a three year timeframe.

F. On March 21, 2012, the Port submitted a request to the City to rezone the YBFP property from W-1/"Water-Dependent" to W-2/"Water-Related" and to create a conditional use permitting option in the W-2 district for manufacturing in conjunction with uses permitted outright in a C-2 district. The Proposal required YBFP to obtain a new CU permit and add retail, tourist oriented elements to its business model. In so doing, the Proposal resolved the land use compliance issue without relocating YBFP's operation. The rezoning and text request was approved by the City on July 16, 2012. (See, NMC 14.03.080(18) and Ordinance No. 2041).



G. While YBFP has expressed interest in redesigning its facility to include a tourist-commercial element, it has yet to submit an application for a conditional use permit. The YBFP lease with the Port is set to expire on April 1, 2015.

H. On May 22, 2014, the Port agreed to a one-year extension of the YBFP lease to April 1, 2016, contingent upon receipt of an agreement with the City allowing the Port to bring the property into compliance during the term of the extension.

## TERMS OF AGREEMENT

1. Port Obligations.
  - a. Port agrees to require its Lessee, YBFP, to obtain a CUP for manufacturing in conjunction with uses permitted outright in a C-2 District, and commence such uses in addition to its existing manufacturing use. The Port will not grant any further leases or lease extensions to YBFP until the existing facility is compliant with City zoning.
  - b. Specifically, compliance shall occur in accordance with benchmarks establishing the date by which a CUP will be submitted, building permit secured, and construction completed to ensure full compliance by April, 2016. Port shall provide the City with a schedule containing these benchmark dates no later than August 18, 2014.
2. City Obligations. Pursuant to its authority under City Zoning Code 14.47, and in accordance with the City's general policy to obtain voluntary compliance and to cooperate with the Port as a public entity, the City agrees to forgo enforcement against the Port for YBFP's non-compliance with its 2003 conditional use permit, so long as the YBFP continues to operate as currently constituted and the Port establishes, and ensures YBFP satisfies, the benchmarks required pursuant to Section 1 of this IGA.
3. Term of Agreement. This Agreement shall be effective through March 31, 2016.
4. Notice. All notice required under this Agreement shall be written and sent to the parties at the following addresses:

City of Newport  
Attention: Spencer Nebel, City Manager  
169 SW Coast Highway  
Newport, Oregon 97365

Port of Newport  
Attention: Kevin Greenwood, General Manager  
600 SE Bay Boulevard  
Newport, Oregon 97365

5. Attorney Fees. If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this Agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the statutory legal rate from the date incurred, until the date paid.
6. Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term or clause held to be unenforceable.
7. Amendments. The terms of this Agreement may be waived, modified, supplemented or amended only upon written agreement of both parties.

PORT OF NEWPORT

CITY OF NEWPORT

\_\_\_\_\_  
By: Port Authorized Representative



\_\_\_\_\_  
By: City Manager

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

06-17-14  
\_\_\_\_\_





SITE

SE MARINE SCIENCE DR

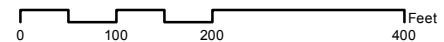


City of Newport  
Community Development Department  
169 SW Coast Highway  
Newport, OR 97365  
Phone: 1.541.574.0629  
Fax: 1.541.574.0644

### Yaquina Bay Fruit Processing Plant Port of Newport Leaseholding

Image Taken July 2013  
4-inch, 4-band Digital Orthophotos  
David Smith & Associates, Inc. Portland, OR

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





**RENEWAL TO LEASE AGREEMENT**

Date: June 24, 2014

Lessor: PORT OF NEWPORT, a Port District ("Landlord")  
Duly organized and existing under ORS Chapter 777  
600 S.E. Bay Boulevard  
Newport, OR 97365

Lessee: YAQUINA BAY FRUIT PROCESSORS, LLC ("Lessee")  
141 N.W. 57<sup>th</sup> Street  
Newport, OR 97365

This renewal of lease agreement, dated June 24, 2014, is by and between the Port of Newport, a municipal Corporation and political subdivision of the State of Oregon, organized under and existing by virtue of ORS Chapter 777, hereinafter called "Lessor" and Yaquina Bay Fruit Processors, LLC; hereinafter called "Lessee". The intent is to allow the Lessee an opportunity to present a site development plan that meets the approval of both the City and Port of Newport and enter in to a longer-term agreement. Lessee agrees to the conditions laid out in the City and Port's Intergovernmental Agreement approved by the City on June 16, 2014 and by the Port on June 24, 2014.

Relating to Section 1.3 entitled "Renewal" on page one of subject lease; Lessee exercises its option to renew this Lease for one successive term of twelve (12) months at the same rent and on the same terms as provided for the Current Term, Amendment to Lease dated February 1, 2009 and Letter dated April 16, 2010 for revised lease rate. Lessee has given Lessor written notice within thirty (30) days before expiration of the Initial Term, extending the term of lease from April 1, 2015 through March 31, 2016.

The lease as renewed by this instrument shall continue in full force and effect subject to the terms and provisions of this renewal to the lease. This renewal shall bind and inure to the benefit of Lessor, Lessee and their respective successors and permitted assigns. This renewal in conjunction with the lease sets forth the entire agreement between the parties. The lease agreement as renewed shall not be altered or modified except by a written memorandum signed by the parties.

In witness, Lessor and Lessee have executed this renewal to lease as of the day, month and year first written above.

LESSOR: PORT OF NEWPORT

\_\_\_\_\_  
Kevin Greenwood, General Manager

LESSEE: YAQUINA BAY FRUIT PROCESSORS, LLC

\_\_\_\_\_  
Harry Noah, President/Owner

**PORT OF NEWPORT  
RESOLUTION NO. 2014-\_\_\_**

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

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

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

	OLD	NEW	+/-
A. <u>Forklift.</u> In addition to labor rate.			
1. Small. Toyotas.			
a. per hour .....	\$42.50	\$10.00	34%
b. minimum charge.....	\$26.50	\$6.25	12%
2. Large. All at International Terminal (IT).			
a. per hour .....	\$57.50	\$25.00	25%
b. minimum charge.....	\$34.50	\$15.00	11%
B. <u>Hoist Dock.</u> Tie up fee, per hour, one hour minimum. ....	\$26.50	\$35.25	33%
C. <u>Hoist Dock Cranes.</u>			
1. Large Capacity. In addition to labor rate.			
a. per hour .....	\$70.25	\$35.00	16%
b. minimum charge .....	\$50.25	\$27.00	0%
2. Launch Sail Boats. Includes recovery, per launch.....	\$36.25	\$40.00	10%
D. <u>Service Docks.</u>			
1. Swede's. In addition to moorage. .... daily moorage rate		same	0%
E. <u>City Water.</u> at city's rate			
F. <u>Fuel Surcharge.</u> International Terminal only. Per gallon .....	\$0.03	\$0.03	0%
G. <u>Electricity.</u> Swede's Dock, Dock 1, and IT. Per day charge.			
1. 208/220 v, single phase & 208 v three phase. ....	\$13.00	\$14.25	10%
2. 220 or 408/440v three phase.....	\$13.00	\$14.25	10%
3. PD 7 Service Dock, 110v pumps .....	\$5.50	\$6.00	10%
4. PD 7 Yard Charge, trucks .....	\$10.00	\$11.00	10%
H. <u>Hydraulic Crane.</u> In addition to labor rate. 30 ton capacity, per hour .....	\$132.75	\$125.00	29%
I. <u>Pump/Line Service.</u> Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate. Per hour.....	\$45.50	\$55.00	21%
J. <u>Storage.</u>			
1. Outside Lot Storage. Charged monthly.			
a. per square foot .....	\$0.19	\$0.20	5%
b. minimum monthly charge .....	\$19.00	\$20.00	5%
c. boat trailer only, per night.....	\$2.00	\$2.00	0%
d. boat on trailer, per night, 10 days limit.....	\$6.50	\$7.00	8%

	OLD	NEW	+/-
2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245) Charge for improper use of parking lot (i.e. boat repair) .....	--	\$20	n/a
K. <u>Gear Work.</u> Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate.			
1. Commercial Marina, per day .....	\$17.25	\$17.75	3%
2. Terminal Lot, per day. Short term use only. Deep-draft cargo has priority.....	\$17.25	\$17.75	3%
3. South Beach Marina, per day .....	\$17.25	\$17.75	3%
L. <u>Work Barge.</u> In addition to labor rate.			
1. Tug, per day.....	\$105.00	\$110.00	4%
2. Wood Barge, per day (tug extra) .....	\$20.00	\$21.00	5%
3. Skiff, per hour .....	\$51.50	\$12.00	14%
M. <u>Clean-up.</u> Fees will be charged for each man-hour at the established labor. Equipment charges are extra			
1. Oil Spills, per hour.....	\$80.00	\$82.00	3%
N. <u>Disposal Fees.</u>			
1. Just Oil, per gallon .....	\$0.27	\$0.28	4%
2. Oil-Water Mix, per gallon.....	\$0.70	\$0.72	3%
3. Net Disposal and/or Related Gear, per pound .....	\$0.15	\$0.155	3%
4. Garbage, per pound.....	\$0.10	\$0.105	3%
O. <u>Port Labor.</u> Includes administration staff.			
1. per hour; 1 hour minimum .....	\$45.50	\$46.75	3%
2. Overtime. Any services required outside the established working hours, unless otherwise posted, will be charge at one and one-half times (1.5) the normal rate for labor. Per hour .....	\$68.25	\$70.25	3%
P. <u>Pallet Charge.</u> Any Port owned pallet leaving yard, each. ....	\$5.00	\$5.15	3%
Q. <u>Dredge Spoils.</u> Includes state fees. Per cubic yard. ....	---	\$2.00	n/a
R. <u>Keys/Cards.</u>			
1. South Beach Facilities. Cards.			
a. original/first two.....	free	free	0%
b. replacement/additional.....	\$5	\$5	0%
2. Bay Front Facilities. Keys.			
a. original/first one .....	\$15	\$15	0%
b. replacement/additional.....	\$25	\$25	0%

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

A. <u>Moorage.</u> Per linear foot.			
1. Daily .....	*	\$0.42	*%
3. Calendar Month .....	*	\$7.78	*%
4. Semi-Annual .....	*	\$29.51	*%
5. Annual .....	*	\$39.17	*%
6. Liveaboard. Monthly rate by agreement only.			
a. First person.....	\$45.50	\$47.00	3%
b. Each Additional .....	\$39.50	\$40.75	3%
B. <u>Annual Parking Permit.</u> Rate effective for calendar year starting July 1 <sup>st</sup> . Commercial Fisherman only .....	--	\$20	0%

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

A. <u>Moorage.</u> Per linear foot.			
1.	Daily .....	*	\$0.60 *%
2.	Weekly.....	*	\$3.60 *%
3.	Calendar Month .....	*	\$9.22 *%
4.	Semi-Annual .....	*	\$33.97 *%
5.	Annual .....	*	\$53.75 *%
6. Liveaboard. Monthly rate by agreement only.			
a.	First person.....	\$45.50	\$47.00 3%
b.	Each Additional .....	\$39.50	\$40.75 3%
B. <u>South Beach Charter Rates.</u>			
1.	Annual Moorage, per linear foot (PONFC).....	--	\$41.53 n/a
2.	Charter License.....	--	\$300.00 n/a
C. <u>Dock Box.</u>			
1.	Per month.....	--	\$10 n/a
2.	purchase (at cost) .....	\$275	\$280 4%
D. <u>Electrical Upgrade.</u> From 20 to 30 amp. One time .....			
		\$36	\$50 39%
E. <u>Launch Fee.</u>			
1.	Daily .....	\$6	\$6 0%
2.	Annual		
a.	Resident.....	\$55	\$55 0%
b.	Resident Senior.....	\$50	\$50 0%
c.	Non-resident .....	\$75	\$75 0%

**Section 4. Recreational Vehicle Park Fees.**

A. <u>Peak Season (Summer).</u> May 1 – October 31			
1.	Pull Throughs and View Sites.		
a.	Daily		
i.	Regular.....	\$43	\$43 0%
ii.	Good Sam.....	\$39	\$39 0%
b.	Weekly		
i.	Regular.....	\$261	\$261 0%
ii.	Good Sam.....	\$236	\$236 0%
c.	Monthly Rate.....	\$783	\$738 0%
2.	Perimeter Sites.		
a.	Daily		
i.	Regular.....	\$41	\$41 0%
ii.	Good Sam.....	\$37	\$41 0%
b.	Weekly		
i.	Regular.....	\$248	\$248 0%
ii.	Good Sam.....	\$224	\$224 0%
c.	Monthly Rate .....	\$743	\$743 0%
3.	The Annex.		
a.	Daily.....	\$32	\$32 0%
b.	Weekly .....	\$195	\$195 0%
c.	Monthly.....	\$584	\$584 0%
4.	Dry Camping.....	\$18	\$18 0%
B. <u>Off Season (Winter).</u> November 1 – April 30. No discounts during Seafood and Wine Festival.			
1.	Pull Thru and View Sites.		
a.	Daily		
i.	Regular.....	\$37	\$37 0%

	ii. Good Sam.....	\$33	\$34	3%
	b. Weekly			
	i. Regular.....	\$221	\$221	0%
	ii. Good Sam.....	\$200	\$200	0%
	c. Monthly Rate.....	\$633	\$633	0%
2.	Perimeter Sites.			
	a. Daily			
	i. Regular.....	\$34	\$34	0%
	ii. Good Sam.....	\$30	\$30	0%
	b. Weekly			
	i. Regular.....	\$201	\$201	0%
	ii. Good Sam.....	\$182	\$182	0%
	c. Monthly Rate.....	\$604	\$604	0%
3.	The Annex.			
	a. Daily.....	\$32	\$32	0%
	b. Weekly.....	\$195	\$195	0%
	c. Monthly.....	\$584	\$584	0%
4.	Dry Camping.....	\$18	\$18	0%
C.	<u>Pet Fee.</u> Charged additionally.			
	1. Daily. First pet free; each additional.....	\$2	\$2	0%
	2. Weekly. First pet free; each additional.....	--	\$10	n/a
	3. Monthly. Charged per pet including first.....	--	\$10	n/a
D.	<u>Individual Fee.</u> First two people free; each additional person charged.			
	1. Daily.....	\$1	\$2	50%
	2. Weekly.....	--	\$10	n/a
	3. Monthly.....	--	\$30	n/a
E.	<u>Vehicle Fee.</u> Any combination of three axeled pieces of equipment (i.e. trailer, fifth wheel, truck/car, storage trailer). Charged for fourth piece.			
	1. Daily.....	--	\$2	n/a
	2. Weekly.....	--	\$10	n/a
	3. Monthly.....	--	\$30	n/a
F.	<u>Non-Refundable Reservation Fee.</u>			
	1. Before 72 hours.....	\$5	\$10	50%
	2. 72 hours and after.....		first night's rate	
G.	<u>Service Fee Reimbursement.</u> For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port.....	--	\$75	n/a
H.	<u>Laundry Machines.</u> per load.....	\$1.00	\$2.00	50%
I.	<u>Process Fees.</u> Any additional fees incurred by the Port as part of an eviction process.			
	1. Notice.....	--	\$50	0%
	2. FED Complaint.....	--	\$200	0%
	3. Court Hearing.....	--	\$165	0%
	4. Writ of Execution.....	--	\$140	0%

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

A.	<u>Class A Violation.</u> Per day.....	\$1,000	--	n/a
	1. 0-14 days, per day.....	--	\$300	n/a
	2. 15-29 days, per day.....	--	\$600	n/a
	3. 30+ days, per day.....	--	\$1,000	n/a
B.	<u>Class B Violation.</u> Per day.....	\$500	--	n/a
	1. 0-14 days, per day.....	--	\$150	n/a



2.	15-29 days, per day .....	--	\$300	n/a
3.	30+ days, per day .....	--	\$500	n/a
C.	<u>Class C Violation</u> . Per day .....	\$100	--	n/a
1.	0-14 days, per day .....	---	\$30	n/a
2.	15-29 days, per day .....	--	\$60	n/a
3.	30+ days, per day .....	--	\$100	n/a
D.	<u>Class D Violation</u> . Per day .....	\$50	--	n/a
1.	0-14 days, per day .....	---	\$15	n/a
2.	15-29 days, per day .....	--	\$30	n/a
3.	30+ days, per day .....	--	\$50	n/a

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

	OLD	NEW	+/-
A. <u>Copies</u> . Per page .....	25¢	25¢	0%
B. <u>Research</u> . Written request required. Hourly rate. ½-hr. min. ....	--	\$46.75	3%
C. <u>Computer Time</u> . Port operator. Hourly rate. ½-hr. min. ....	--	\$46.75	3%
D. <u>Faxes</u> . Per Page			
1. Local .....	\$1.00	\$1.00	0%
2. Long Distance .....	\$1.50	\$1.50	0%
3. Incoming .....	\$1.00	\$1.00	0%
E. <u>Long Distance Phone Calls</u> .....	\$2.00	\$2.00	0%
F. <u>Lamination</u> . Per Page, letter size .....	--	\$2	n/a
G. <u>Notice Posting</u> . For non-payment of lease or moorage .....	--	\$60	n/a
H. <u>Failure to Register</u> . For research related to unregistered boats .....	--	\$30	n/a
I. <u>South Beach Meeting Room</u> . Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers .....	\$75	\$75	0%
J. <u>Returned Check Fee</u> . Plus bank fees .....	\$25	\$25	0%
K. <u>Per Annum Interest Rate</u> . Applied to past due accounts .....	18%	18%	0%
L. <u>Collection Agency Mark-up</u> . Added to past due amount. (ORS 697.105) .....	--	+40%	n/a
M. <u>POV Mileage Reimbursement Rate (IRS)</u> .....	current	current	0%
N. <u>Travel Reimbursement Rates</u> follow current IRS per diem rates ( <a href="http://www.gsa.gov/portal/category/104711">http://www.gsa.gov/portal/category/104711</a> ) .....	current	current	0%

**Section 7. Insurance Certificate Limits.**

A. <u>Leases/Tenants</u> .			
1. Each Occurrence .....	---	\$1.7MM	n/a
2. Damaged to Rented Premises (each occurrence) .....	---	\$300,000	n/a
3. Medical Expense (any one person) .....	---	\$5,000	n/a
4. Personal & Adverse Injury .....	---	\$1.7MM	n/a
5. General Aggregate .....	---	\$1.7MM	n/a
6. Products – Comp/OpAgg .....	---	\$1.7MM	n/a
B. <u>Moorage/Vessels</u> .			
1. Commercial Vessels			
a. General Liability			
i. Protection & Indemnity / Wreck Removal .....	\$300k	\$250k	-17%
ii. Pollution Coverage .....	\$300k	\$300k	0%
2. Recreational Vessels			
a. General Liability			
i. Ocean Marine Liability / Wreck Removal .....	\$300k	\$300k	0%
ii. Pollution Coverage .....	\$300k	\$300k	0%

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

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

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

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

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 24th day of June, 2014.

\_\_\_\_\_  
JoAnn Barton, President

ATTEST:

\_\_\_\_\_  
Walter Chuck, Secretary/Treasurer

**FORM LB-1**

**PORT OF NEWPORT NOTICE OF BUDGET HEARING**

A public meeting of the **PORT OF NEWPORT** Commission will be held at the Port's South Beach Marina & RV Park Office at 2120 SE Marine Science Dr., Newport, Oregon on June 24, 2014 at 6:00 pm. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2014 as approved by the Port of Newport Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 600 SE Bay Blvd, between the hours of 8:30 a.m. and 4:30 p.m. or online at [www.portofnewport.com](http://www.portofnewport.com). This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as used the preceding year.

Contact: Kevin Greenwood, General Manager

Telephone: 541-265-7758

Email: [kgreenwood@portofnewport.com](mailto:kgreenwood@portofnewport.com)

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	Actual Amount	Adopted Budget	Approved Budget
	2012-13	This Year 2013-14	Next Year 2014-15
Beginning Fund Balance/Net Working Capital	8,003,270	4,610,000	5,080,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	5,135,592	5,086,800	5,242,938
Federal, State and All Other Grants, Gifts, Allocations and Donations	1,322,050	627,200	1,166,193
Revenue from Bonds and Other Debt	6,945,466	0	93,750
Interfund Transfers / Internal Service Reimbursements	150,000	190,000	150,000
All Other Resources Except Current Year Property Taxes	84,529	44,525	56,375
Current Year Property Taxes Estimated to be Received	884,354	1,051,773	1,006,173
<b>Total Resources</b>	<b>22,525,261</b>	<b>11,610,298</b>	<b>12,795,429</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	1,144,497	1,285,980	1,231,781
Materials and Services	1,602,197	2,301,225	1,930,684
Capital Outlay	5,429,651	1,528,200	2,151,993
Debt Service	6,068,612	3,408,507	3,497,278
Interfund Transfers	150,000	220,000	150,000
Contingencies	0	100,000	100,000
Unappropriated Ending Balance and Reserved for Future Expenditure	8,130,304	2,766,386	3,733,693
<b>Total Requirements</b>	<b>22,525,261</b>	<b>11,610,298</b>	<b>12,795,429</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *</b>			
Name of Organizational Unit or Program FTE for that unit or program			
NOAA MOC-P Facility	8,444,339	5,645,000	5,748,000
FTE	1.00	1.00	1.00
General Operating Fund	5,958,593	3,801,500	3,731,488
FTE	19.00	19.00	14.00
Non-Departmental / Non-Program	8,122,329	2,163,798	3,315,941
FTE	0.00	0.00	0.00
<b>Total Requirements</b>	<b>22,525,261</b>	<b>11,610,298</b>	<b>12,795,429</b>
<b>Total FTE</b>	<b>20.0</b>	<b>20.0</b>	<b>15.0</b>

<b>STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING</b>			
The large capital construction projects at the Newport International Terminal and NOAA MOC-P facilities are substantially complete.			
<b>PROPERTY TAX LEVIES</b>			
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved
Permanent Rate Levy (rate limit 0.0609 per \$1,000)	\$.0609/1,000	\$.0609/1,000	\$.0609/1,000
Local Option Levy			
Levy For General Obligation Bonds	810,172	\$986,562	\$985,000

<b>STATEMENT OF INDEBTEDNESS</b>		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$14,065,000	
Other Bonds	\$25,950,000	
Other Borrowings	\$5,329,744	
<b>Total</b>	<b>\$45,344,744</b>	<b>\$0</b>

**FORM  
LB-10**

**SPECIAL FUND  
RESOURCES AND REQUIREMENTS  
NOAA LEASE REVENUE FUND**

**Port of Newport**

	Historical Data			NOAA LEASE REVENUE FUND RESOURCES AND REQUIREMENTS	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011 - 2012	First Preceding Year 2012-13						
				<b>RESOURCES</b>				
1	6,307,157	5,826,199	3,000,000	1. Cash on hand * (cash basis), or	3,200,000	3,200,000	5,290,000	1
2				2. Working Capital (accrual basis)				2
3				3. Previously levied taxes estimated to be received				3
4	25,573	12,439	10,000	4. Interest	10,000	10,000	10,000	4
5				5. Transferred IN, from other funds				5
6	2,533,185	2,536,824	2,535,000	6. Lease Revenue	2,538,000	2,538,000	2,538,000	6
7	7,429	68,877	100,000	7. Grants & Other	-	-		7
8				8. Revenue Bond Proceeds				8
9	8,873,344	8,444,339	5,645,000	9. Total Resources, except taxes to be levied	5,748,000	5,748,000	7,838,000	9
10				10. Taxes estimated to be received				10
11				11. Taxes collected in year levied				11
<b>12</b>	<b>8,873,344</b>	<b>8,444,339</b>	<b>5,645,000</b>	<b>12. TOTAL RESOURCES</b>	<b>5,748,000</b>	<b>5,748,000</b>	<b>7,838,000</b>	<b>12</b>
				<b>REQUIREMENTS</b>				
1	29,073	99,933	104,980	1. Personnel Services	106,975	106,975	106,975	1
2	261,807	305,019	624,200	2. Materials & Services	382,387	382,387	382,387	2
3	411,031	11,767	-	3. Capital Outlays	-	-	-	3
4	1,245,234	1,998,759	2,000,434	4. Debt Service	2,001,500	2,001,500	2,001,500	4
5			100,000	5. Contingency	100,000	100,000	100,000	5
6	1,100,000	150,000	220,000	6. Transferred OUT, to other funds	150,000	150,000	150,000	6
7				7				7
8				8				8
9				9				9
10				10				10
11				11				11
12				12				12
13				13				13
14				14				14
15	5,826,199	5,878,861		15. Ending balance (prior years)				15
16			2,595,386	16. UNAPPROPRIATED ENDING FUND BALANCE	3,007,138	3,007,138	5,097,138	16
<b>17</b>	<b>8,873,344</b>	<b>8,444,339</b>	<b>5,645,000</b>	<b>17. TOTAL REQUIREMENTS</b>	<b>5,748,000</b>	<b>5,748,000</b>	<b>7,838,000</b>	<b>17</b>

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**FORM  
LB-10**

**SPECIAL FUND  
RESOURCES AND REQUIREMENTS  
CONSTRUCTION FUND**

Port of Newport

	Historical Data			<b>CONSTRUCTION FUND RESOURCES AND REQUIREMENTS</b>	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13						
				<b>RESOURCES</b>				
1	8,563,094	1,110,549	890,000	1. Cash on hand * (cash basis), or	750,000	750,000	750,000	1
2				2. Working Capital (accrual basis)				2
3				3. Previously levied taxes estimated to be received				3
4	23,646	2,446	700	4. Interest	500	500	500	4
5	1,100,000			5. Transferred IN, from other funds				5
6				6. Bond Proceeds				6
	435	4,120		Miscellaneous				
7	500,000	4,290,000		7. Loan Proceeds				7
8	60,877	1,112,992		8. Intergovernmental	638,993	638,993	638,993	8
9	10,248,052	6,520,107	890,700	9. Total Resources, except taxes to be levied	1,389,493	1,389,493	1,389,493	9
10				10. Taxes estimated to be received				10
11				11. Taxes collected in year levied				11
<b>12</b>	<b>10,248,052</b>	<b>6,520,107</b>	<b>890,700</b>	<b>12. TOTAL RESOURCES</b>	<b>1,389,493</b>	<b>1,389,493</b>	<b>1,389,493</b>	<b>12</b>
				<b>REQUIREMENTS</b>				
1	9,137,503	5,307,937	890,700	1. Capital Outlays	1,389,493	1,389,493	1,389,493	1
2				2				2
3				3				3
4				4				4
5				5				5
6				6				6
7				7				7
8				8				8
9				9				9
10				10				10
11				11				11
12				12				12
13				13				13
14				14				14
15	1,110,549	1,212,170		15. Ending balance (prior years)				15
16				16. UNAPPROPRIATED ENDING FUND BALANCE				16
<b>17</b>	<b>10,248,052</b>	<b>6,520,107</b>	<b>890,700</b>	<b>17. TOTAL REQUIREMENTS</b>	<b>1,389,493</b>	<b>1,389,493</b>	<b>1,389,493</b>	<b>17</b>

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**FORM  
LB-11**

This fund is authorized and established by resolution / ordinance number  
5-1998 on June 23, 1998 for the following specified purpose:  
Repair and replace Port infrastructure and facilities.

**RESERVE FUND  
RESOURCES AND REQUIREMENTS  
FACILITIES MAINTENANCE RESERVE**

Year this reserve fund will be reviewed to be continued or abolished.  
Date can not be more than 10 years after establishment.  
Review Year: Reviewed in 2008 - Next review 2018

**Port of Newport**

	Historical Data			FACILITIES MAINTENANCE RESERVE RESOURCES AND REQUIREMENTS	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13						
				<b>RESOURCES</b>				
1	22,265	22,293	145,000	1. Cash on hand* (cash basis) or	280,000	280,000	280,000	1
2				2. Working Capital (accrual basis)				2
3	-			3. Previously levied taxes estimated to be received				3
4	28	58	25	4. Interest	125	125	125	4
5		125,000	165,000	5. Transferred IN, from other funds	125,000	125,000	125,000	5
6				6. Loan Income	93,750	93,750	93,750	6
7				7. Grants	510,000	510,000	510,000	7
8				8				8
9	22,293	147,351	310,025	9. Total Resources, except taxes to be levied	1,008,875	1,008,875	1,008,875	9
10				10. Taxes estimated to be received				10
11	-			11. Taxes collected in year levied				11
<b>12</b>	<b>22,293</b>	<b>147,351</b>	<b>310,025</b>	<b>12. TOTAL RESOURCES</b>	<b>1,008,875</b>	<b>1,008,875</b>	<b>1,008,875</b>	<b>12</b>
				<b>REQUIREMENTS</b>				
1	-	51,060	240,025	1. Materials & Service	220,000	220,000	220,000	1
2				2. Capital Outlay	762,500	762,500	762,500	2
3				3				3
4				4				4
5				5				5
6				6				6
7				7				7
8				8				8
9				9				9
10				10				10
11				11				11
12				12				12
13				13				13
14				14				14
15				15 Ending balance (prior years)				15
16	22,293	96,291	70,000	16. RESERVED FOR FUTURE EXPENDITURE	26,375	26,375	26,375	16
<b>17</b>	<b>22,293</b>	<b>147,351</b>	<b>310,025</b>	<b>17. TOTAL REQUIREMENTS</b>	<b>1,008,875</b>	<b>1,008,875</b>	<b>1,008,875</b>	<b>17</b>

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year  
\*Includes Unappropriated Balance budgeted last year

**FORM  
LB-20**

**RESOURCES  
GENERAL OPERATING FUND**

**Port of Newport**

	Historical Data			Resources	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13						
1	527,319	382,434	575,000	1. Available cash on hand* (cash basis) or	850,000	850,000	850,000	1
2				2. Net working capital (accrual basis)				2
3			7,000	3. Previously levied taxes estimated to be received	7,000	7,000	7,000	3
4	3,301	2,152	2,500	4. Interest	2,500	2,500	2,500	4
5		25,000	25,000	5. Transferred IN, from other funds	25,000	25,000	25,000	5
6				6 <b>OTHER RESOURCES</b>				6
7	494,672	524,030	535,500	7. Leases	569,438	569,438	569,438	7
8			12,000	8. International Terminal Moorage	60,000	60,000	60,000	8
9				9. International Terminal Shipping	-	-	-	9
10	3,458	5,427	129,500	10. International Terminal Services	147,000	147,000	147,000	10
11			3,500	11. ILWU Labor	-	-	-	11
12			390,000	12. Bay Front Moorage	400,000	400,000	400,000	12
13	380,258	363,168	206,000	13. Bay Front Marina Services	243,000	243,000	243,000	13
14			670,000	14. South Beach Moorage	665,000	665,000	665,000	14
15			10,000	15. Liveaboard Revenue	10,000	10,000	10,000	15
16	56,615	63,827	58,000	16. Launch Ramp	58,000	58,000	58,000	16
17	542,915	602,845	470,000	17. RV Park Space Rentals	510,000	510,000	510,000	17
18			42,300	18. Transient Room Tax	42,500	42,500	42,500	18
19			9,000	19. Marina & RV Park Online Booking				19
20			16,000	20. RV Utility Surcharge				20
21	42,085	59,665	31,000	21. Miscellaneous Revenue	38,100	38,100	38,100	21
22			527,200	22. Grants & Other	17,200	17,200	17,200	22
23	1,841	3,000	-	23. Property & Dredge Sales	5,000	5,000	5,000	23
24		2,655,466		24. Loan Proceeds				24
25	1,070,694	1,039,471		25. Moorage				25
26	1,707	140,181		26. Intergovernmental				26
27				27				27
28				28				28
29	3,124,865	5,866,666	3,719,500	29. Total resources, except taxes to be levied	3,649,738	3,649,738	3,649,738	29
30			82,000	30. Taxes estimated to be received	81,750	81,750	81,750	30
31	98,172	91,927		31. Taxes collected in year levied				31
<b>32</b>	<b>3,223,037</b>	<b>5,958,593</b>	<b>3,801,500</b>	<b>32. TOTAL RESOURCES</b>	<b>3,731,488</b>	<b>3,731,488</b>	<b>3,731,488</b>	<b>32</b>

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**FORM  
LB-30**

**REQUIREMENTS SUMMARY  
PORT OF NEWPORT  
GENERAL OPERATING FUND**

	Historical Data			REQUIREMENTS DESCRIPTION	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13						
PERSONNEL SERVICES								
1	1,059,868	1,044,564	1,181,000	1	1,124,806	1,124,806	1,124,806	1
2				2				2
3				3				3
4				4				4
5				5				5
6				6				6
7	<b>1,059,868</b>	<b>1,044,564</b>	<b>1,181,000</b>	<b>7 TOTAL PERSONNEL SERVICES</b>	<b>1,124,806</b>	<b>1,124,806</b>	<b>1,124,806</b>	<b>7</b>
			<b>20</b>	<b>Total Full-Time Equivalent (FTE)</b>	<b>15</b>	<b>15</b>	<b>15</b>	
MATERIALS AND SERVICES								
8	1,204,121	1,246,118	1,417,000	8. Operating	1,308,297	1,308,297	1,308,297	8
9			20,000	9. Non-operating	20,000	20,000	20,000	9
10				10				10
11				11				11
12				12				12
13				13				13
14	<b>1,204,121</b>	<b>1,246,118</b>	<b>1,437,000</b>	<b>14 TOTAL MATERIALS AND SERVICES</b>	<b>1,328,297</b>	<b>1,328,297</b>	<b>1,328,297</b>	<b>14</b>
CAPITAL OUTLAY								
15				15. Equipment & Vehicles				15
16				16. Docks & Piers				16
17				17. Buildings & Property	-			17
18	61,049	109,947	637,500	18				18
19				19				19
20				20				20
21	<b>61,049</b>	<b>109,947</b>	<b>637,500</b>	<b>21 TOTAL CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21</b>
OPERATING CONTINGENCY								
22	515,565	3,152,330	445,000	22. Debt Service	578,205	578,205	578,205	22
23				23. Transfers				23
24				24				24
25	<b>515,565</b>	<b>3,152,330</b>	<b>445,000</b>	<b>25. Total Debt Service &amp; Transfers</b>	<b>578,205</b>	<b>578,205</b>	<b>578,205</b>	<b>25</b>
UNAPPROPRIATED ENDING FUND BALANCE								
26	382,434	405,634		27 Ending balance (prior years)				26
27			101,000	<b>28 UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>700,180</b>	<b>700,180</b>	<b>700,180</b>	<b>27</b>
28	<b>3,223,037</b>	<b>5,958,593</b>	<b>3,801,500</b>	<b>29 TOTAL REQUIREMENTS</b>	<b>3,731,488</b>	<b>3,731,488</b>	<b>3,731,488</b>	<b>28</b>



**DETAILED REQUIREMENTS**

**FORM  
LB-31**

**PORT OF NEWPORT  
GENERAL OPERATING FUND**

	Historical Data			PERSONNEL SERVICES	Number of Employees	Range*	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13								
1			800,000	1. Salaries and Wages	14	9.10-50.46	800,000	800,000	800,000	1
2			61,200	2. Federal Payroll Taxes			61,200	61,200	61,200	2
3			17,200	3. Unemployment			17,500	17,500	17,500	3
4			60,100	4. Worker's Compensation			62,006	62,006	62,006	4
5			166,500	5. Employee Health Insurance			147,000	147,000	147,000	5
6			7,000	6. Health Reimbursement Arrangement			7,000	7,000	7,000	6
7			69,000	7. PERS			27,000	27,000	27,000	7
8			-	8. Miscellaneous			3,100	3,100	3,100	8
9	1,059,868	1,044,564		9						9
10				10						10
11				11						11
12				12						12
13				13						13
14				14						14
15				15						15
16				16						16
17				17						17
18				18						18
19				19						19
20				20						20
21				21						21
22				22						22
23				23						23
24				24						24
25				25						25
26				26						26
27				27						27
28				28						28
29				29						29
30				30						30
31	1,059,868	1,044,564	1,181,000	<b>31 TOTAL PERSONNEL SERVICES</b>			1,124,806	1,124,806	1,124,806	31
32				32 UNAPPROPRIATED ENDING FUND BALANCE						32
<b>33</b>	<b>1,059,868</b>	<b>1,044,564</b>	<b>1,181,000</b>	<b>33 TOTAL</b>			<b>1,124,806</b>	<b>1,124,806</b>	<b>1,124,806</b>	<b>33</b>

\*Include schedule of pay ranges

**DETAILED REQUIREMENTS**

**FORM  
LB-31**

**PORT OF NEWPORT  
GENERAL OPERATING FUND**

	Historical Data			<b>MATERIALS &amp; SERVICES</b>	Budget for Next Year 2014-15			
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2011-12	First Preceding Year 2012-13						
1			187,000	1. Insurance	180,000	180,000	180,000	1
2			115,000	2. Professional Services	71,100	71,100	71,100	2
3			32,000	3. Marketing & Promotion	32,000	32,000	32,000	3
4			16,000	4. Dues & Subscriptions	33,000	33,000	33,000	4
5			5,000	5. Employee Education	5,000	5,000	5,000	5
6			16,000	6. Travel	16,000	16,000	16,000	6
7			65,000	7. Office Expenses	53,500	53,500	53,500	7
8			26,000	8. Bank Fees	28,000	28,000	28,000	8
9			5,000	9. Licenses & Permits	7,500	7,500	7,500	9
10			450,000	10. Utilities	454,140	454,140	454,140	10
11			159,000	11. Contracted Services	171,992	171,992	171,992	11
12			178,000	12. Repairs & Maintenance	92,000	92,000	92,000	12
13			10,300	13. Equipment & Small Tools	10,100	10,100	10,100	13
14			69,300	14. Operating Supplies & Fuel	72,800	72,800	72,800	14
15			2,560	15. Shipping	-	-	-	15
16			36,540	16. Building & Land Leases	81,165	81,165	81,165	16
17			64,300	17. Grants & Other	20,000	20,000	20,000	17
18	1,204,121	1,246,118		18				18
19				19				19
20				20				20
21				21				21
22				22				22
23				23				23
24				24				24
25				25				25
26				26				26
27				27				27
28				28				28
29				29				29
30				30				30
31	1,204,121	1,246,118	1,437,000	<b>31 TOTAL MATERIALS &amp; SERVICES</b>	1,328,297	1,328,297	1,328,297	31
32				32 UNAPPROPRIATED ENDING FUND BALANCE				32
33	1,204,121	1,246,118	1,437,000	<b>33 TOTAL</b>	1,328,297	1,328,297	1,328,297	33

**BONDED DEBT  
RESOURCES AND REQUIREMENTS**

**Bond Debt Payments are for:**

- Revenue Bonds or  
 General Obligation Bonds

**BONDED DEBT FUND**

Port of Newport

	Historical Data			DESCRIPTION OF RESOURCES AND REQUIREMENTS	Budget for Next Year 2014-15				
	Actual		Adopted Budget This Year 2013-14		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2011 - 2012	First Preceding Year 2012-13							
				<b>Resources</b>					
1	1,108,576	661,795	0	1. Beginning Cash on Hand (Cash Basis), or	0	0	0	1	
2				2. Working Capital (Accrual Basis)				2	
3				3. Previously Levied Taxes to be Received				3	
4	1,850	649	300	4. Interest	150	150	150	4	
5				5. Transferred from Other Funds				5	
6				6				6	
7	1,110,426	662,444	300	7. Total Resources, Except Taxes to be Levied	150	150	150	7	
8			962,773	8. Taxes Estimated to be Received *	917,423	917,423	917,423	8	
9	469,048	792,427		9. Taxes Collected in Year Levied				9	
<b>10</b>	<b>1,579,474</b>	<b>1,454,871</b>	<b>963,073</b>	<b>10. TOTAL RESOURCES</b>	<b>917,573</b>	<b>917,573</b>	<b>917,573</b>	<b>10</b>	
				<b>Requirements</b>					
				Bond Principal Payments					
				Bond Issue	Budgeted Payment Date				
1	100,000	105,000	110,000	1. 2007	January 1	115,000	115,000	115,000	1
2	100,000	100,000	105,000	2. 2008	January 1	110,000	110,000	110,000	2
3	12,000	60,000	60,000	3. 2011	January 1	60,000	60,000	60,000	3
4	212,000	265,000	275,000	4. <b>Total Principal</b>		285,000	285,000	285,000	4
				Bond Interest Payments					
				Bond Issue	Budgeted Payment Date				
5	190,878	186,778	184,678	5. 2007	July 1 & January 1	177,978	177,978	177,978	5
6	191,790	188,290	186,540	6. 2008	July 1 & January 1	180,140	180,140	180,140	6
7	323,011	277,455	276,855	7. 2011	July 1 & January 1	274,455	274,455	274,455	7
8	705,679	652,523	648,073	8. <b>Total Interest</b>		632,573	632,573	632,573	8
				Unappropriated Balance for Following Year By					
				Bond Issue	Projected Payment Date				
9				9				9	
10				10				10	
11				11				11	
12	661,795	537,348		12. Ending balance (prior years)				12	
13				13. <b>Total Unappropriated Ending Fund Balance</b>				13	
14			40,000	14. Loan Repayment to NOAA Fund				14	
15				15. Tax Credit Bond Reserve				15	
<b>16</b>	<b>1,579,474</b>	<b>1,454,871</b>	<b>963,073</b>	<b>16. TOTAL REQUIREMENTS</b>		<b>917,573</b>	<b>917,573</b>	<b>917,573</b>	<b>16</b>

\*If this form is used for revenue bonds, property tax resources may not be included.

# Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

To assessor of Lincoln County

# FORM LB-50 2014-2015

Check here if this is an amended form.

- Be sure to read instructions in the Notice of Property Tax Levy Forms and Instruction booklet

The Port of Newport has the responsibility and authority to place the following property tax, fee, charge or assessment on the tax roll of Lincoln County. The property tax, fee, charge or assessment is categorized as stated by this form.

<u>600 SE Bay Boulevard</u> <small>Mailing Address of District</small>	<u>Newport</u> <small>City</small>	<u>OR</u> <small>State</small>	<u>97365</u> <small>ZIP code</small>	<u>6/25/2014</u> <small>Date</small>
<u>Kevin Greenwood</u> <small>Contact Person</small>	<u>General Manager</u> <small>Title</small>	<u>541-265-7758</u> <small>Daytime Telephone</small>		<a href="mailto:kgreenwood@portofnewport.com">kgreenwood@portofnewport.com</a> <small>Contact Person E-Mail</small>

**CERTIFICATION** - You **must** check one box if your district is subject to Local Budget Law.

- The tax rate or levy amounts certified in Part I are within the tax rate or levy amounts approved by the budget committee.
- The tax rate or levy amounts certified in Part I were changed by the governing body and republished as required in ORS 294.456.

**PART I: TOTAL PROPERTY TAX LEVY**

		Subject to General Government Limits		
		Rate -or- Dollar Amount		
1. Rate per \$1,000 or Total dollar amount levied (within permanent rate limit) . . .	1	0.0609		
2. Local option operating tax . . . . .	2			
3. Local option capital project tax . . . . .	3			<b>Excluded from Measure 5 Limits Dollar Amount of Bond Levy</b>
4. Levy for pension and disability obligations . . . . .	4			
5a. Levy for bonded indebtedness from bonds approved by voters <b>prior</b> to October 6, 2001 . . . . .	5a.			
5b. Levy for bonded indebtedness from bonds approved by voters <b>on or after</b> October 6, 2001 . . . . .	5b.		985,000	
5c. Total levy for bonded indebtedness not subject to Measure 5 or Measure 50 (total of 5a + 5b) . . . . .	5c.			<b>985,000</b>

**PART II: RATE LIMIT CERTIFICATION**

6. Permanent rate limit in dollars and cents per \$1,000 . . . . .	6	<b>0.0609</b>	
7. Election date when your <b>new district</b> received voter approval for your permanent rate limit . . . . .	7		
8. <b>Estimated</b> permanent rate limit for newly <b>merged/consolidated district</b> . . . . .	8		

**PART III: SCHEDULE OF LOCAL OPTION TAXES** - Enter all local option taxes on this schedule. If there are more than two taxes, attach a sheet showing the information for each.

Purpose (operating, capital project, or mixed)	Date voters approved local option ballot measure	First tax year levied	Final tax year to be levied	Tax amount -or- rate authorized per year by voters

**Part IV. SPECIAL ASSESSMENTS, FEES AND CHARGES**

Description	Subject to General Government Limitation	Excluded from Measure 5 Limitation
1		
2		

If fees, charges, or assessments will be imposed on specific property within your district, you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property.

The authority for putting these assessments on the roll is ORS \_\_\_\_\_ (Must be completed if you have an entry in Part IV)

**PORT OF NEWPORT  
RESOLUTION 2014-\_\_\_**

**A RESOLUTION ADOPTING THE 2014-15 FISCAL YEAR BUDGET, MAKING APPROPRIATIONS,  
LEVYING AND CATEGORIZING THE TAX**

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

**Section 1. Adopting the Budget**

The Commission hereby adopts the budget for fiscal year 2014-15 in the sum of ..... \$14,885,429 now on file at the Port District office, 600 SE Bay Blvd., Newport, OR 97365.

**Section 2. Making Appropriations**

Amounts for the fiscal year beginning July 1, 2014 and for the purposes shown below are hereby appropriated:

<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b><u>General Operating Fund</u></b></td> </tr> <tr> <td>Personnel Services.....</td> <td style="text-align: right;">1,124,806</td> </tr> <tr> <td>Materials &amp; Services.....</td> <td style="text-align: right;">1,328,297</td> </tr> <tr> <td>Capital Outlay.....</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Debt Service .....</td> <td style="text-align: right;">578,205</td> </tr> <tr> <td>Transfers Out.....</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Contingency.....</td> <td style="text-align: right;">0</td> </tr> <tr> <td><b>Total.....</b></td> <td style="text-align: right;"><b>\$3,031,308</b></td> </tr> <tr> <td>UEFB.....</td> <td style="text-align: right;">\$700,180</td> </tr> <tr> <td><b>Total Budget.....</b></td> <td style="text-align: right;"><b>\$3,731,488</b></td> </tr> </table> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b><u>Bonded Debt Fund</u></b></td> </tr> <tr> <td>Debt Service</td> <td style="text-align: right;">917,573</td> </tr> <tr> <td><b>Total.....</b></td> <td style="text-align: right;"><b>\$917,573</b></td> </tr> <tr> <td>UEFB.....</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td><b>Total Budget.....</b></td> <td style="text-align: right;"><b>\$917,573</b></td> </tr> </table> <table border="0" style="width: 100%; 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**Section 3. Imposing the Tax**

The Commission hereby imposes the following ad valorem property taxes upon the assessed value of all taxable property within the district for tax year 2014-15:

- (A) At the rate of \$0.0609 per \$1,000 of assessed value for the permanent tax rate; and
- (B) In the amount of \$985,000 for debt service on general obligation bonds.

**Section 4. Categorizing the Tax**

The taxes imposed in Section 3, above, are hereby categorized for purposes of Article XI section 11b as:

- (A) Subject to the General Government Limitation. Permanent Tax Rate ..... \$0.0609/\$1,000
- (B) Excluded from Limitation. General Obligation Bond Debt Service ..... \$985,000

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 24th day of June, 2014.

ATTEST:

\_\_\_\_\_  
JoAnn Barton, President

\_\_\_\_\_  
Walter Chuck, Secretary/Treasurer

# Port of Newport

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

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## Memo

**To:** Kevin Greenwood  
**From:** Barb Martin  
**Copy:** Chris Urbach  
**Date:** June 5, 2014  
**Re:** South Beach Hot Water Heater Replacement

---

The electric hot water heaters in South Beach Marina Showers and Laundry room are approximately 30 years old. The unit in the women's showers is leaking and in need of immediate replacement. With the age of the units it would be best to replace both now before the other begins to leak also.

None of the bids include the structural work to remove the old units, i.e. sheetrock and/or siding, which Port employees will provide. Radar Plumbing's bid includes disposal of the old units.

Gas water heaters are less costly per unit and more economical to operate. Gas lines and meters would have to be brought to the buildings, slowing down the project. Additional cost for venting and gas line installation from the meters to the buildings would be required, raising the costs. The gas unit located in the Marina office has required a great deal of maintenance since installation.

The current electrical units have been mostly maintenance free for the past 30 years and are a known factor. There should be minimal venting and installation costs required.

<u>Contractor:</u>	<u>Electrical Bid</u>	<u>Gas Bid</u>
Rau Plumbing	\$ 15,690	\$ 11,572
Lincoln Plumbing	\$ 15,600	\$ 18,607
Radar Plumbing	\$ 13,960	\$ 11,489

I recommend we install new electric hot water heaters using Radar Plumbing as the contractor.

5/20/2014

RAU PLUMBING INC.  
626 N.E. 1<sup>ST</sup> STREET, PO Box 2422  
NEWPORT, OR. 97365  
CCB# 116287, License # 2170PB  
(541) 265-9660 fax (541)574-4343

Estimate For: Port of Newport  
600 S.E. Bay Blvd,  
Newport, Or. 97365  
Attn. Chris Urbach  
541-867-3321 fax 867-3352  
cell 541-270-5558

This is a plumbing bid to replace two commercial water heaters for the shower and laundry rooms in South Beach at the RV Park.

To include:

- 1- Ruud ES129-45-G 208V 3PH 45 KW 120 gallon electric water heater.
  - 1- Ruud ESI20-54-G 208V 3PH 54 KW 120 gallon electric water heater
- If changes to the venting is required the changes are not included in this bid.  
This bid includes removal and disposal of existing water heaters.

**All specified fixtures, parts, labor**  
**Total = \$15,690.00**

**Option #1**

**FOR STANDARD EFFICENCY COMMERCIAL GAS WATER HEATERS:**

- 2- Ruud #G100-200 Natural gas 100 gal. 199,900 btu atmospheric gas vent dampered.
- This option includes gas piping from new meters to water heater locations and connections to the water heaters. Appliance venting, if needed is not included.

**All specified fixtures, parts, labor**  
**Total = \$11,572.00**

**Option #2**

**FOR ULTRA HIGH EFFICIENT COMMERCIAL GAS WATER HEATERS:**

- 1- Ruud #GHE100ES-200 Natural gas 100 gallon 200,000 BTU "SPDERFIRE" commercial gas water heater 95% efficiency.
- 1- Ruud #GHE100ES-160 Natural gas 100 gallon 160,000 BTU "SPDERFIRE" commercial gas water heater 95% efficiency.

This option includes gas piping from new meters to water heater locations and connections to the water heaters. These heaters vent with PVC plastic pipe and the venting is included with this bid.

**All specified fixtures, parts, labor**  
**Total = \$18,285.00**

**Option #3**

**FOR TANKLESS GAS WATER HEATERS:**

5- Takagi #T-H3-IN 15,000-199,000 BTU HIGH EFFICIENCY INDOOR INSTANTANEOUS HEATERS 95% efficiency rating with PVC vent adaptors and venting thru the roof. This option includes gas piping from new meters to water heater locations and connections to the water heaters.

All specified fixtures, parts, labor

Total = \$16,325.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and Oregon State Plumbing Code. Any alteration or deviation from specifications involving extra costs will result in an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delay beyond our control. Owner to carry fire, storm and other necessary insurance.

Due to the current volatile price of materials,

This estimate is valid for 10 days, thereafter, subject to increase.

Proposed by: Rich Rau  
Rau Plumbing, Inc.

Acceptance of proposal: The previous mentioned prices, payment, specifications and conditions are satisfactory and are accepted.

Signature: *Rich Rau*  
Date: *5/20/14*

Signature:  
Date:

Thank you for the opportunity to submit this bid.  
If you choose to accept this bid, please call as soon as possible for scheduling.



☆☆ **LINCOLN PLUMBING INC** ☆☆

Norman Kosydar CCB #160939

P.O. Box 315, Siletz, OR 97380

Phone (541) 265-7576; FAX (541) 265-7580

June 4, 2014

Attn: Chris  
Port of Newport  
600 SE Bay Blvd  
Newport, OR 97365

Commercial Water Heater Replacement Project  
Options for both electric and gas

**PROPOSAL AGREEMENT:**

Lincoln Plumbing Inc hereby proposes to furnish materials and labor necessary for the rough-in and finish plumbing at the Port of Newport project, which includes the following:

**SCOPE OF WORK**

**ELECTRIC OPTION BUILDING #1**

- 1 Ruud ES120-45-G 208V 3PH 45KW 120G commercial water heater
- 1 Labor, materials & permit

**TOTAL FOR ELECTRIC OPTION BLDG #1**

**SCOPE OF WORK**

**ELECTRIC OPTION BUILDING #2**

- 1 Ruud ES120-54-G 54KW 208V 3PH commercial water heater
- 1 Labor, materials & permit

**TOTAL FOR ELECTRIC OPTION BLDG #2**

Option #1  
Electric

15,600

**SCOPE OF WORK**

**GAS OPTION BUILDING #1**

- 1 Ruud GHE100ES-160 100gal Spiderfire commercial gas 160K BTU  
95% thermal efficiency
  - 1 Labor, materials & permits
  - 1 Gas piping materials & labor
- TOTAL FOR GAS OPTION BLDG #1**

**SCOPE OF WORK  
GAS OPTION BUILDING #2**

- 1 Ruud GHE100ES-200 100gal Spiderfire commercial gas 199K BTU  
95% thermal efficiency
  - 1 Labor, materials & permits
  - 1 Gas piping materials & labor
- TOTAL FOR GAS OPTION BLDG #2**

*Option # 2  
Gas  
18,607.20*

- ☆ Water Piping in PEX; Sewer piping in ABS
- ☆ Includes county plumbing permit.

Changes

Any alteration or deviation from the above specifications involving extra material and/or labor requested either by written and/or verbal orders will become an extra charge over the sum mentioned in this contract. The bid amount includes the fixtures listed above, therefore any change of the above listed fixtures may result in a change of the total bid amount and/or could result in a restock charge imposed by our suppliers and passed on to the homeowner and/or general contractor. Should any of the listed products become unobtainable in the time frame required to do the job, Lincoln Plumbing holds the right to substitute any or all of the listed products with product of equal or greater quality.

Billing Schedule

The total job will be billed out upon completion after the final plumbing inspection has been approved. Extras may be billed as they arise or included in the last billing, which will be at the discretion of Lincoln Plumbing Inc (LPI). All invoices are due upon receipt.

Interest and Attorney's Fees

Interest shall accrue on all charges not paid within 30 days from the date of billing at the rate of 1 1/2% per month (18% annual percentage rate) until paid. Furthermore, the undersigned agrees to pay all costs including reasonable attorney's fees at trial and on appeal incurred by LPI in enforcing any of its rights in connection with this agreement.

Scheduling Delays

LPI shall not be held liable, as regards to the completion of the work, for any delay which may be caused by reason or on account of any Act of God, unavoidable accidents, inability to secure materials or to use materials in the performance of the work by reason of laws or regulation of the United States of America or the State of Oregon, or any other circumstances beyond their control, other than the want of funds. No such delay shall be deemed a default on the part of LPI, and in the event of such a delay, Lincoln Plumbing's time limit for performance of the work shall be correspondingly extended. Workmen's Compensation and Public Liability Insurance on the above work shall be provided for the employees of LPI by LPI. Lincoln Plumbing Inc is responsible for providing a safe environment for its workers and has the right to stop work on the project if it is determined the work area is unsafe and will not be held responsible for delays caused by health hazards.

Warranty & Responsibilities

Workmanship and materials will be provided according to state and local codes and guaranteed for one year. Warranty of material, fixtures, and faucets will be the responsibility of the provider if other than Lincoln Plumbing Inc.

The work is to be performed in Oregon in accordance with the drawings and specifications submitted for the above work. The total bid is as detailed above per building with options for both gas or electric.

Respectfully Submitted:

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

Norman Kosydar  
President  
Lincoln Plumbing Inc

**ACCEPTANCE:**

You are hereby authorized to furnish all material and labor to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount stated in accordance with the terms thereof.

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

Port of Newport



Radar Plumbing Operations, Inc.  
 PO Box 680  
 6840 Gleneden Beach Loop Road  
 Gleneden Beach, OR 97388

# Proposal

Date	Estimate #
6/4/2014	42492

<b>Name / Address</b>
Port Of Newport Chris Urbach 600 SE Bay Boulevard Newport OR 97365

<b>Project Address</b>
Port Of Newport South Beach Marina Newport, OR 97365

Description	Total
<p>Thank you for the opportunity to bid this job.</p> <p>We, RADAR PLUMBING OPERATIONS, INC. CCB #165203, propose hereby to furnish material and labor, complete in accordance with specifications below, for the sum of THIRTEEN THOUSAND NINE HUNDRED and SIXTY dollars (\$13,960.00).</p> <p>Payments to be made as follows: 50% DUE upon contract signing for purposes of obtaining material/permit; 50% DUE upon job completion, payable within 7 days.</p> <p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from specifications below involving extra costs will be excepted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.</p> <p>We, RADAR PLUMBING OPERATIONS, INC., hereby submit specifications and estimate for: PROVIDING AND INSTALLING TWO (2) COMMERCIAL ELECTRIC WATER HEATERS. THIS PROPOSAL INCLUDES MINOR LABEL PERMITS AND AN ELECTRICAL SUBCONTRACTOR (ABOVEBOARD ELECTRIC) TO DISCONNECT AND RECONNECT ELECTRICAL CONNECTIONS TO BOTH UNITS. THIS PROPOSAL ALSO INCLUDES HAULING OFF AND DISPOSING OF OLD WATER HEATERS. THIS PROPOSAL DOES NOT INCLUDE SHEET ROCK AND/OR SIDING REMOVAL OR REPAIRS FOR THE PURPOSE OF GETTING OLD WATER HEATERS OUT AND NEW WATER HEATERS INTO BUILDINGS.</p>	
LABOR	1,980.00
45KW COMMERCIAL ELECTRIC WATER HEATER	5,560.00
54KW COMMERCIAL ELECTRIC WATER HEATER	5,610.00
MINOR LABEL, COMMERCIAL	70.00
DIELECTRIC UNIONS, COPPER FITTINGS AND PIPE	380.00
SUBCONTRACTOR, ABOVEBOARD ELECTRICAL	360.00
<b>Total</b>	

Phone #	Fax #
541-764-3146	541-764-3015
E-mail	
ray@radarplumbing.com	

Signature \_\_\_\_\_



Radar Plumbing Operations, Inc.  
 PO Box 680  
 6840 Gleneden Beach Loop Road  
 Gleneden Beach, OR 97388

# Proposal

Date	Estimate #
6/4/2014	42492

Name / Address
Port Of Newport Chris Urbach 600 SE Bay Boulevard Newport OR 97365

Project Address
Port Of Newport South Beach Marina Newport, OR 97365

Description	Total
AUTHORIZED SIGNATURE: _____ DATE OF PROPOSAL: _____ NOTE: This proposal may be withdrawn by us if not accepted within 30 days.  ACCEPTANCE OF PROPOSAL The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  SIGNATURE: _____  DATE OF ACCEPTANCE: _____	
<b>Total</b>	\$13,960.00

Phone #	Fax #
541-764-3146	541-764-3015
E-mail	
ray@radarplumbing.com	

Signature \_\_\_\_\_



**Radar Plumbing Operations, Inc.**  
 PO Box 680  
 6840 Gleneden Beach Loop Road  
 Gleneden Beach, OR 97388

# Proposal

Date	Estimate #
6/4/2014	42493

<b>Name / Address</b>
Port Of Newport Chris Urbach 600 SE Bay Boulevard Newport OR 97365

<b>Project Address</b>
Port Of Newport South Beach Marina Newport, OR 97365

Description	Total
<p>Thank you for the opportunity to bid this job.</p> <p>We, RADAR PLUMBING OPERATIONS, INC. CCB #165203, propose hereby to furnish material and labor, complete in accordance with specifications below, for the sum of ELEVEN THOUSAND FOUR HUNDRED and EIGHTY-NINE dollars (\$11,489.00).</p> <p>Payments to be made as follows: 50% DUE upon contract signing for purposes of obtaining material/permit; 50% DUE upon job completion, payable within 7 days.</p> <p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from specifications below involving extra costs will be excepted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.</p> <p>We, RADAR PLUMBING OPERATIONS, INC., hereby submit specifications and estimate for: PROVIDING AND INSTALLING TWO (2) 100 GALLON GAS COMMERCIAL WATER HEATERS. THIS PROPOSAL INCLUDES A MECHANICAL PERMIT AND A MINOR LABEL PERMIT FOR THE HEATERS. ADDITIONALLY, THIS PROPOSAL INCLUDES DISPOSAL OF OLD WATER HEATERS AND AN ELECTRICAL SUBCONTRACTOR (ABOVEBOARD ELECTRIC) TO DISCONNECT AND WIRE CONTROLS FOR NEW WATER HEATERS. THIS PROPOSAL DOES NOT INCLUDE VENTING OR SHEET ROCK AND SIDING REMOVAL OR REPAIRS TO FACILITATE THE REMOVAL OF THE OLD WATER HEATERS AND INTRODUCTION OF THE NEW WATER HEATERS INTO THE BUILDINGS.</p>	
LABOR	2,640.00
MECHANICAL PERMIT	65.00
MINOR LABELS	70.00
ELECTRICAL SUBCONTRACTOR (ABOVEBOARD ELECTRIC)	360.00
100 GALLON COMMERCIAL GAS WATER HEATER	7,264.00
DIELECTRIC UNIONS, COPPER FITTINGS AND PIPE	610.00
GAS PIPING, VALVES AND FLEX CONNECTORS	480.00
<b>Total</b>	

Phone #	Fax #
541-764-3146	541-764-3015
E-mail	
ray@radarplumbing.com	

Signature \_\_\_\_\_



Radar Plumbing Operations, Inc.  
 PO Box 680  
 6840 Gleneden Beach Loop Road  
 Gleneden Beach, OR 97388

# Proposal

Date	Estimate #
6/4/2014	42493

<b>Name / Address</b>
Port Of Newport Chris Urbach 600 SE Bay Boulevard Newport OR 97365

<b>Project Address</b>
Port Of Newport South Beach Marina Newport, OR 97365

Description	Total
AUTHORIZED SIGNATURE: _____ DATE OF PROPOSAL: _____ NOTE: This proposal may be withdrawn by us if not accepted within 30 days.  ACCEPTANCE OF PROPOSAL The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  SIGNATURE: _____ DATE OF ACCEPTANCE: _____	
<b>Total</b>	\$11,489.00

Phone #	Fax #
541-764-3146	541-764-3015
E-mail	
ray@radarplumbing.com	

Signature \_\_\_\_\_

## COMMERCIAL LEASE

THIS LEASE made July 1, 2014, between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and Cody Chase, Chelsea Rose Seafood, hereinafter referred to as "Lessee".

THIS LEASE is for the sole purpose of allowing the F/V Chelsea Rose to continue operations as a fish selling station by the current owner. No other similar leases will be allowed.

### 1. DEMISE AND DESCRIPTION OF LEASED PREMISES.

Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor the following described premises situated at Port Dock 3, within the Port of Newport's Commercial Marina, hereinafter referred to as the "Leased Premises":

The first 60 feet of Port Dock 3, West End. See attached drawing.

### 2. TERM.

The term of this Lease shall be for a five (5) year term. The term shall commence on July 1, 2014 and shall end on June 30, 2019. Monthly rental payments shall be due within ten (10) business days of receipt of billing.

### 3. RENEWAL OPTION.

3.1 If this lease is not in default at the expiration of the existing five (5) year term, this agreement shall renew according to Section 3.3 below for an additional one (1) year term and each consecutive year thereafter, as long as this agreement is not in default and not to exceed more than ten years.

3.2 Each of the renewal terms shall commence on the day following expiration of the preceding term.

3.3 The option to renew shall be exercised only by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term.' The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below.

### 4. CONDITION OF PREMISES.

Lessee agrees to accept the premises (moorage area) as is for the purpose of use as described in Section 5 below.

### 5. USE OF LEASED PREMISES.

5.1 Lessee is hereby granted the right and privilege, and exclusive use of the



Leased Premises for the operation of Chelsea Rose Seafood. Lessee shall provide a full service seafood selling establishment, such service to be operated and attended by Lessee or a qualified employee of Lessee, on a daily basis, during all hours or on call. Lessee shall not offer products or services not customarily offered by a seafood selling service without the express written consent of Lessor. Said consent, if granted, can be revoked at any time for any reason whatsoever.

Such operation shall be conducted on a non-discriminatory basis, in accordance with and subject to the terms, conditions and requirements imposed by law or by the Port of Newport, City of Newport, or Lincoln County.

5.2 It is understood that the actual dock, equipment, piping, conduit, gangway, and all related equipment are the property of the Lessor, and the Lessor shall be solely responsible for the repairs of same throughout the term hereof. The Leased Premises shall include the first 60 feet of Port Dock 3 and the right of access thereto. It is understood that all improvements to the premises and related to Lessee's operations on the premises become the property of Lessor upon installation, and Lessor does not purport to grant any rights with respect to such improvements except for assurances of the continued ability to maintain such improvements in their present location or that alternate locations are available, if needed. Lessor reserves the right, at Lessor's expense, to relocate the Chelsea Rose Seafood operation and other equipment if necessary for the best management of the marina complex. Lessor shall make reasonable efforts to minimize interference with Lessee's operations, but shall not be liable to Lessee for reasonable interference or disruption of such operations during any such relocation.

5.3 In the event Lessor, in its sole discretion, elects to reconfigure, replace, rebuild or reconstruct the docks in the vicinity of the Leased Premises for which this Lease is granted, Lessor shall have the right to terminate this Lease upon not less than 90 days written notice to Lessee. Upon such termination the parties shall negotiate a new Lease on the same terms and conditions of this lease following any reconfiguration, replacement, rebuilding, or reconstruction.

## 6. RENT AND OTHER CHARGES.

6.1 During this first year of the present lease term, (July 1, 2014-June 30, 2019), the base rent shall be Three Hundred Eighty Five dollars (\$385.00) per month. In addition to the base rent, Lessee agrees to pay a monthly utility fee of Eighty Dollars (\$80.00) per month for the use of water, sewer, and trash service for a total monthly rate, including utility fee, of Four Hundred Sixty Five Dollars and Fifty Cents (\$465.00).

The annual lease rate for a renewed term beginning July 1, 2014 will be adjusted to match the monthly moorage rate based on the overall length (OAL) of the Lessee's vessel, including all overhangs on both the bow and stern of the vessel, and set according to Lessee's annual printed rate schedule for the Commercial Marina. Future rental increases for a renewal term shall be the greater of (a) the rental based on the present moorage rate plus utility fee, as described above, or (b) a reasonable rental for the ensuing term beginning in the month of March each year after the first year by a percentage equal to the percentage change in the Consumer Price Index for Portland, Oregon, or the nearest comparable data on changes in the cost of living if such index is no longer published. In no event, however, shall the increase during any renewal term increase by more than five percent (5%).

6.2 Lessee shall pay eighteen percent (18%) per year interest on all payments of rent required above more than ten (10) days in arrears.

7. COMPLIANCE WITH GOVERNMENTAL RULES.

7.1 Lessee shall at all times during the term of this lease, at its sole cost and expense, comply with all governmental rules, regulations, ordinances, statutes and law now or hereafter in effect pertaining to Lessor or Lessee's operation of its business pursuant to this Lease.

7.2 Lessee shall, at all times during the term hereof, comply with all reasonable rules and regulations which Lessor may at any time establish concerning the use of its facilities, provided, however, that any such rule or regulation so made shall not be so inconsistent with this Lease as to unreasonably interfere with Lessee's operations hereunder.

8. MAINTENANCE OF LEASED PREMISES.

8.1 Lessee shall, at Lessee's own expense, maintain and repair the Chelsea Rose vessel and the improvements thereon. Lessee shall keep the vessel in a clean and orderly condition. Lessee shall be responsible for any permits, licenses or certification required in its operation. Lessee shall, at Lessee's expense, be responsible for maintaining the proper electrolysis control by providing proper and adequate anodes to be attached to the vessel's hull on an annual or as needed basis.

8.2 Lessee shall prepare an Oil Spill Prevention and Spill Response Plan (OSPSRP) (attachment A), and provide a copy to Lessor, and shall have sole responsibility for implementation of this plan and shall be responsible to comply with the Yaquina Bay Oil Spill Response Plan (YBOSRP) (attachment B). The Lessee as part of the YBOSRP shall within the first hour of any incident contact the Emergency Response Team (attachment C). Lessee shall also be responsible to comply with any requirement of any environmental or other applicable law, rule, regulation, or requirement relating to lessee's facilities or operations.

9. IMPROVEMENTS AND ALTERATIONS.

In the event that Lessee desires to alter or add to the equipment or facilities on the Leased Premises, Lessee shall have the right to do so at their own expense subject to the prior written approval of Lessor of plans and specifications, which approval shall not be unreasonably withheld or delayed.

10. LIENS.

Lessee shall keep the Leased Premises free from liens arising out of the operations of Lessee, including any liens arising out of any labor performed for or materials furnished to Lessee on the Leased Premises. Lessee shall indemnify Lessor against any claims for labor or materials in connection with any construction of any improvements on the Leased Premises, including the costs of defending against the claims. Lessor shall have the right to enter on the Leased Premises at any

reasonable time to post notices, if necessary.

#### 11. TITLE AT TERMINATION.

Lessor shall retain upon installation title to all fixtures, equipment, machinery, and other improvements installed on or connected to the Leased Premises by Lessee. Lessee may remove personal property belonging to Lessee on the termination of this Lease, provided that any damage to the Leased Premises that is caused by the removal of the property shall promptly be repaired at the expense of Lessee. Any property that is not removed by Lessee within thirty (30) days after termination of this Lease shall be considered abandoned property.

#### 12. DESTRUCTION OF LEASED PREMISES.

12.1 If during the term of this Lease, the Leased Premises, or a portion thereof, are destroyed by fire or other casualty, however caused, Lessor shall promptly restore the destroyed facilities (Port Dock 3 and attached utilities) to substantially their original condition. The rental with respect to the Leased Premises shall be abated from the date of the casualty in proportion to the extent that the Leased Premises are not usable by Lessee during the time the restoration is being accomplished.

12.2 If the facilities are destroyed by fire or other casualty to such an extent that they are wholly unfit for the use contemplated, Lessor shall have the option to terminate this Lease without further obligation. On such termination, Lessor shall collect and retain the proceeds of any applicable insurance and upon making itself whole, disburse the remainder, if any, to Lessee.

#### 13. INSURANCE.

13.1 Lessee shall at all times during the term hereof, at its sole cost and expense, obtain and maintain in force and effect a policy or policies of Protection and Indemnity Liability insurance, issued by an insurance carrier approved by Lessor, insuring against loss, damage or liability for injury to or death of persons or loss or **damage to property as the result of the business operations**. Such protection and liability insurance to include, by endorsement, product liability and shall be extended to provide liability extending to the walkways, ramps, wharves, and docks used by guests and customers of the Lessee. Such liability insurance shall be in the minimum amount of \$1,700,000 or as set by State industry standards. Each occurrence and in addition shall provide for payment of all attorneys fees and legal expense arising there from. This insurance shall be written on a form acceptable to the Lessor. Lessor shall be named as an additional insured for Lessor's liability arising out of the operations of the Lessee.

Inasmuch as this Lease agreement is for a short (one year) term and is subject to annual renewal, it is expressly acknowledged by the parties that the foregoing limits of protection and indemnity insurance shall be subject to reasonable increases, based upon the recommendation of the insurance agent of record for Lessor, based upon changes in public liability laws and similar factors.

13.2 Lessee shall, at all times during the term hereof, at its full cost and expense, procure and maintain in force and effect standard forms of hull all risk insurance covering the Lessee's vessel, merchandise, materials, and equipment, as well as the personal property of others in Lessee's possession and care, in, upon or about the vessel, or used by Lessee in connection with its business operated pursuant to this agreement. Such insurance shall be in an amount adequate to cover the costs for replacement of the property. Lessor shall be named an additional insured for this property insurance and the insurer shall waive all rights of subrogation to the Lessor.

If Lessee were to attach an engine or other means of mobility, then Lessee must also keep in full force and effect the policy of insurance, insuring against the hazards and liability for pollution and environmental hazards, in a form and with coverage limits reasonably satisfactory to the Lessor, in no event less than \$300,000, naming the Lessee and Lessor as named insured for the operations arising out of the operations of the vessel including its operation as a seafood selling operation. It is understood that such limit is relatively low, and in order to minimize risks from pollution and environmental hazards, Lessee shall at all times employ all reasonable precautions to avoid claims arising from pollution and other environmental hazards caused by Lessee's actions or operations. Deductibles shall be the responsibility of the Lessee, and the Lessor shall not be required to contribute toward any deductible.

If Lessee has employees, Lessee shall furnish evidence of Workers Compensation insurance and Crew Liability insurance with a limit of not less than \$1,700,000, or as set by State industry standards per occurrence. Such insurance shall be endorsed to provide statutory State of Oregon workers compensation benefits and statutory United States Longshore and Harbor Workers Act coverage's. Prior to beginning operation, Lessee shall furnish evidence, as stipulated in 14.2 above, through Certificates of insurance of workers compensation, USL&H, and crew liability insurance.

To the extent not covered by insurance, Lessee will solely bear all risk of loss, **damage, or claims for pollution and other environmental hazards caused by Lessee's own actions.**

13.3 Lessee shall provide Workers Compensation or Longshoremen and Harbor Workers coverage for Lessee's employees as required by state or federal law.

13.4 Upon execution of this Lease, Lessee shall furnish to Lessor a certificate properly executed by the insurance carrier showing that the foregoing insurance policies are in effect. The policies shall provide that such insurance can be canceled only on thirty (30) days written notice to Lessor. The policies shall evidence the insurance coverage required herein, including an express waiver of rights of subrogation required below.

13.5 Lessee hereby waives any and all rights of recovery against Lessor, its officers, agents and employees, for any loss or damage, including consequential loss or damage caused by any peril, or perils including negligent acts, enumerated in each insurance policy required to be maintained by Lessee hereunder. This waiver of subrogation shall not apply with respect to any claim by Lessee, if it is in contravention of any term or provision of any insurance policy which would otherwise

provide reimbursement to Lessee, so as to render such coverage void. However, Lessee shall make reasonable efforts to obtain a policy or policies of insurance permitting such a waiver of subrogation, or expressly waiving subrogation.

#### 14. INDEMNITY.

14.1 Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims arising out of any injury to persons, including death or damage to property, sustained as a result of the acts of Lessee. Lessee shall defend any action brought against Lessor or any of the agents or employees of Lessor based on any alleged injury or damage caused by Lessee, and Lessee shall pay all costs, including attorney fees, resulting from the action. Lessee shall not indemnify Lessor against any claims involving the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

14.2 When using the Leased Premises, Lessee shall comply with all applicable federal, state, municipal, and local laws and regulations. Lessee shall indemnify Lessor against any liability that may be imposed by governmental authorities for any violation by Lessee or the agents or employees of Lessee of any laws or regulations.

#### 15. SIGNS.

No signs shall be placed on the Leased Premises without the prior written approval of Lessor.

#### 16. DEFAULT OF LESSEE.

The following occurrences shall be deemed events of default of Lessee:

16.1 Failure to make any payment of rent due pursuant to this Lease within thirty (30) days after the date payment is due, or failure to pay any other service charge or assessment within thirty (30) days after Lessor bills Lessee therefore;

16.2 Failure to proceed with due diligence to remedy any other breach of a condition of this Lease and to fully indemnify Lessor against all liability resulting from the breach within thirty (30) days after Lessor gives notice of the breach to the Lessee; and

16.3 Failure to occupy or abandonment of the Leased Premises.

16.4 On the occurrence of any default described in this section, Lessor may, at its option, in addition to any other remedy given by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

#### 17. BANKRUPTCY OR INSOLVENCY OF LESSEE.

The occurrence of any of the following shall be deemed a default of Lessee:

17.1 A petition in bankruptcy filed by or against Lessee;

17.2 A petition or answer filed by or against Lessee seeking a reorganization, liquidation, dissolution or other relief of the same or different kind under any provision of the bankruptcy laws;

17.3 Adjudication of Lessee as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense;

17.4 An assignment of all or substantially all of the assets of Lessee for the benefit of creditors;

17.5 A proceeding by or against Lessee for the appointment of a trustee, receiver, conservator, or liquidator of Lessee with respect to all or substantially all of the assets of Lessee;

17.6 A proceeding by or against Lessee for the dissolution or liquidation of Lessee, or the taking of possession of the assets of Lessee by any governmental authority in connection with any dissolution or liquidation; or

17.7 The taking by any person of the leasehold created by this Lease, or any part of the leasehold, on execution, attachment, or other process of law or equity against Lessee.

17.8 On the occurrence of any default described in this section, Lessor shall give Lessee notice of the default. If the default is not corrected or reasonable attempts to cure the default within ten (10) days after date of the notice, Lessor may, in addition to any other remedy or right given under this Lease or by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

#### 18. RIGHT OF LESSOR TO REENTER LEASED PREMISES ON DEFAULT OF LESSEE.

On termination of this Lease as provided in Section 18 or 19, Lessor may immediately enter on the Leased Premises without further demand or notice. Lessor may retake possession of the Leased Premises by summary proceedings, by action in law or in equity, by force or otherwise, without liability for trespass or for damages. Reentry, resumption of possession, or reletting of the Leased Premises by Lessor shall in no event be deemed to be a surrender of this Lease or a waiver of the rights and remedies of Lessor under this Lease.

#### 19. DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.

19.1 On retaking possession of the Leased Premises, Lessor shall at the expense of Lessee hold in storage for Lessee any personal property that is located on the Leased Premises, regardless of whether the personal property belongs to Lessee or any other person. Lessor may deliver the goods to Lessee or a consignee or any person or concern owning any interest in the property.

19.2 After the expiration of ten (10) days after retaking possession, should any personal property located on the Leased Premises not be claimed by Lessee or its true owner, such property shall be considered abandoned; and Lessee shall bear full responsibility for the disposition of such property by Lessor and shall indemnify and hold Lessor harmless from any and all claims, suits, and demands of true owners of such property disposed of by Lessor, whether such claims, suits, or demands be legitimate or otherwise.

## 20. EXPENSES TO BE PAID BY LESSEE ON TERMINATION OF LEASE DUE TO DEFAULT OF LESSEE.

20.1 On termination of this Lease for default, as provided in Section 18 or 19, Lessee shall pay to Lessor the expenses, including but not limited to reasonable attorney and other fees, incurred by Lessor in connection with:

- (a) Obtaining possession of the Leased Premises;
- (b) Removal and storage of the property of Lessee and other occupants; and
- (c) Maintenance and repair of the Leased Premises while vacant.

20.2 The expenses shall be deemed prima facie to be the amounts invoiced to Lessor.

20.3 Lessor may sue for the payments as they accrue without waiting for the payment date fixed in this Lease. Any proceeding to recover such payments shall not be deemed a waiver of any other rights of Lessor under law, equity or this Lease.

## 21. RELETTING PREMISES ON DEFAULT OF LESSEE.

21.1 On termination of this Lease under Section 17 or 18, Lessor shall use reasonable efforts to relet the Leased Premises to a suitable tenant. All the rents or other sums received, if any, from the alternate tenant, after deducting all costs of Lessor specified in Section 21, shall be credited against the total amount due from Lessee. The failure of Lessor to find a suitable tenant, however, shall in no way prejudice the rights of Lessor under this Lease.

21.2 If Lessee has prepaid amounts due under this Lease that are subsequently obtained by Lessor from a new tenant, Lessor shall refund to Lessee the net amount of the overpaid rents or other sums.

## 22. INSPECTION.

Lessor and the agents and employees of Lessor may at all reasonable times enter the Leased Premises to inspect and determine whether the Leased Premises are kept in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective tenants or buyers.

23. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or sublet any rights or interests under this Lease.

24. QUIET ENJOYMENT.

Lessor agrees that Lessee, on paying the rent and other charges in this Lease provided and on observing and keeping all the provisions of this Lease, shall quietly occupy the Leased Premises during the term of this Lease and any renewal hereof without hindrance.

25. COVENANT AGAINST WASTE.

Lessee shall not commit or suffer to be committed any waste on the Leased Premises.

26. FORCE MAJEURE.

26.1 For purposes of this Lease, the term "force majeure" is defined as any act of God, act of a public enemy, strike, fire, storm, flood, civil disturbance, failure or delay of persons from whom the parties to this Lease obtained machinery, equipment, or supplies to make delivery, or other causes beyond the control of either party, regardless of whether the other causes be of the class here specifically set out.

26.2 Neither party shall be responsible for any failure of performance of any of its obligations under this agreement, where the failure is due to force majeure.

27. EFFECT OF WAIVER OF PRIOR BREACH.

No waiver by Lessor of any covenant or condition of this Lease shall be construed as a waiver of any other covenant or condition, nor shall the waiver of any breach of this Lease be construed as waiver of any other or subsequent breach.

28. SEVERABILITY.

Should any provision of this Lease be declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions of this Lease shall not be affected thereby.

29. TIME OF ESSENCE.

Punctual performance by the parties to this Lease of the covenants contained in this Lease is of the essence of this Lease.

30. SECTION TITLES ONLY FOR IDENTIFICATION.

The titles to all sections used in this Lease are for purposes of identification only



and shall not vary the context of the sections.

31. MODIFICATION OF LEASE.

No modification of this Lease shall be effective unless agreed to in writing by the parties to this Lease. No modification of one provision of this Lease shall be considered a waiver, breach, or cancellation of any other provision of this Lease.

32. HOLD OVER.

If Lessee remains on the Leased Premises after the expiration of the term of this Lease without exercising the option to renew the Lease, the holding over shall be deemed to create a month-to-month tenancy under the same terms and conditions of this Lease but shall not be construed as a renewal of this Lease.

33. NOTICES.

33.1 Whenever it is required or permitted that notice be given by either party to this Lease to the other party, the notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO Lessor: Port of Newport  
600 SE Bay Blvd.  
Newport, OR 97365

TO Lessee: Cody Chase  
F/V Chelsea Rose  
P.O. Box 1941  
Newport, OR 97365

33.2 Unless otherwise specified in this Lease, all notices required to be given under this Lease shall be effective on the date of receipt.

33.3 The addresses to which notices are to be sent may be changed from time to time by notice given according to the terms of this section.

34. ATTORNEYS' FEES.

In addition to the fees provided in Section 21 due to default, should either party hereto institute or be made a party to any action or proceeding in court to enforce any provision hereof or for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amounts as the court may adjudge to be reasonable as attorneys' fees, including any appeal thereof, and such amount may be made a part of the judgment against the losing party.

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

PORT OF NEWPORT

Cody Chase F/V Chelsea Rose

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Owner

## COMMERCIAL LEASE

THIS LEASE made July 1, 2014, between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and Cody Chase, Chelsea Rose Seafood, hereinafter referred to as "Lessee".

THIS LEASE is for the sole purpose of allowing the barge Patty Mae to continue operations as a fish selling station by the current owner. No other similar leases will be allowed.

### 1. DEMISE AND DESCRIPTION OF LEASED PREMISES.

Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor the following described premises situated at Port Dock 3, within the Port of Newport's Commercial Marina, hereinafter referred to as the "Leased Premises":

The first 45 feet of Port Dock 7B, West End. See attached drawing.

### 2. TERM.

The term of this Lease shall be for a five (5) year term. The term shall commence on July 1, 2014 and shall end on June 30, 2019. Monthly rental payments shall be due within ten (10) business days of receipt of billing.

### 3. RENEWAL OPTION.

3.1 If this lease is not in default at the expiration of the existing five (5) year term, this agreement shall renew according to Section 3.3 below for an additional one (1) year term and each consecutive year thereafter, as long as this agreement is not in default and not to exceed more than ten years.

3.2 Each of the renewal terms shall commence on the day following expiration of the preceding term.

3.3 The option to renew shall be exercised only by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term.' The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below without further act of the parties. Lessor and Lessee shall then be bound to take the steps required in connection with the determination of rent as specified below.

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Lessee agrees to accept the premises (moorage area) as is for the purpose of use as described in Section 5 below.

### 5. USE OF LEASED PREMISES.

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Leased Premises for the operation of Chelsea Rose Seafood. Lessee shall provide a full service seafood selling establishment, such service to be operated and attended by Lessee or a qualified employee of Lessee, on a daily basis, during all hours or on call. Lessee shall not offer products or services not customarily offered by a seafood selling service without the express written consent of Lessor. Said consent, if granted, can be revoked at any time for any reason whatsoever.

Such operation shall be conducted on a non-discriminatory basis, in accordance with and subject to the terms, conditions and requirements imposed by law or by the Port of Newport, City of Newport, or Lincoln County.

5.2 It is understood that the actual dock, equipment, piping, conduit, gangway, and all related equipment are the property of the Lessor, and the Lessor shall be solely responsible for the repairs of same throughout the term hereof. The Leased Premises shall include the first 60 feet of Port Dock 3 and the right of access thereto. It is understood that all improvements to the premises and related to Lessee's operations on the premises become the property of Lessor upon installation, and Lessor does not purport to grant any rights with respect to such improvements except for assurances of the continued ability to maintain such improvements in their present location or that alternate locations are available, if needed. Lessor reserves the right, at Lessor's expense, to relocate the Chelsea Rose Seafood operation and other equipment if necessary for the best management of the marina complex. Lessor shall make reasonable efforts to minimize interference with Lessee's operations, but shall not be liable to Lessee for reasonable interference or disruption of such operations during any such relocation.

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## 6. RENT AND OTHER CHARGES.

6.1 During this first year of the present lease term, (July 1, 2014-June 30, 2019), the base rent shall be Three Hundred Eighty Five dollars (\$300.00) per month. In addition to the base rent, Lessee agrees to pay a monthly utility fee of Eighty Dollars (\$80.00) per month for the use of water, sewer, and trash service for a total monthly rate, including utility fee, of Four Hundred Sixty Five Dollars and Fifty Cents (\$380.00).

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6.2 Lessee shall pay eighteen percent (18%) per year interest on all payments of rent required above more than ten (10) days in arrears.

7. COMPLIANCE WITH GOVERNMENTAL RULES.

7.1 Lessee shall at all times during the term of this lease, at its sole cost and expense, comply with all governmental rules, regulations, ordinances, statutes and law now or hereafter in effect pertaining to Lessor or Lessee's operation of its business pursuant to this Lease.

7.2 Lessee shall, at all times during the term hereof, comply with all reasonable rules and regulations which Lessor may at any time establish concerning the use of its facilities, provided, however, that any such rule or regulation so made shall not be so inconsistent with this Lease as to unreasonably interfere with Lessee's operations hereunder.

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8.1 Lessee shall, at Lessee's own expense, maintain and repair the Chelsea Rose vessel and the improvements thereon. Lessee shall keep the vessel in a clean and orderly condition. Lessee shall be responsible for any permits, licenses or certification required in its operation. Lessee shall, at Lessee's expense, be responsible for maintaining the proper electrolysis control by providing proper and adequate anodes to be attached to the vessel's hull on an annual or as needed basis.

8.2 Lessee shall prepare an Oil Spill Prevention and Spill Response Plan (OSPSRP) (attachment A), and provide a copy to Lessor, and shall have sole responsibility for implementation of this plan and shall be responsible to comply with the Yaquina Bay Oil Spill Response Plan (YBOSRP) (attachment B). The Lessee as part of the YBOSRP shall within the first hour of any incident contact the Emergency Response Team (attachment C). Lessee shall also be responsible to comply with any requirement of any environmental or other applicable law, rule, regulation, or requirement relating to lessee's facilities or operations.

9. IMPROVEMENTS AND ALTERATIONS.

In the event that Lessee desires to alter or add to the equipment or facilities on the Leased Premises, Lessee shall have the right to do so at its own expense subject to the prior written approval of Lessor of plans and specifications, which approval shall not be unreasonably withheld or delayed.

10. LIENS.

Lessee shall keep the Leased Premises free from liens arising out of the operations of Lessee, including any liens arising out of any labor performed for or materials furnished to Lessee on the Leased Premises. Lessee shall indemnify Lessor against any claims for labor or materials in connection with any construction of any improvements on the Leased Premises, including the costs of defending against the claims. Lessor shall have the right to enter on the Leased Premises at any

reasonable time to post notices, if necessary.

## 11. TITLE AT TERMINATION.

Lessor shall retain upon installation title to all fixtures, equipment, machinery, and other improvements installed on or connected to the Leased Premises by Lessee. Lessee may remove personal property belonging to Lessee on the termination of this Lease, provided that any damage to the Leased Premises that is caused by the removal of the property shall promptly be repaired at the expense of Lessee. Any property that is not removed by Lessee within thirty (30) days after termination of this Lease shall be considered abandoned property.

## 12. DESTRUCTION OF LEASED PREMISES.

12.1 If during the term of this Lease, the Leased Premises, or a portion thereof, are destroyed by fire or other casualty, however caused, Lessor shall promptly restore the destroyed facilities (Port Dock 3 and attached utilities) to substantially their original condition. The rental with respect to the Leased Premises shall be abated from the date of the casualty in proportion to the extent that the Leased Premises are not usable by Lessee during the time the restoration is being accomplished.

12.2 If the facilities are destroyed by fire or other casualty to such an extent that they are wholly unfit for the use contemplated, Lessor shall have the option to terminate this Lease without further obligation. On such termination, Lessor shall collect and retain the proceeds of any applicable insurance and upon making itself whole, disburse the remainder, if any, to Lessee.

## 13. INSURANCE.

13.1 Lessee shall at all times during the term hereof, at its sole cost and expense, obtain and maintain in force and effect a policy or policies of Protection and Indemnity Liability insurance, issued by an insurance carrier approved by Lessor, insuring against loss, damage or liability for injury to or death of persons or loss or damage to property as the result of the business operations. Such protection and liability insurance to include, by endorsement, product liability and shall be extended to provide liability extending to the walkways, ramps, wharves, and docks used by guests and customers of the Lessee. Such liability insurance shall be in the minimum amount of \$1,700,000 or as set by State industry standards. Each occurrence and in addition shall provide for payment of all attorneys fees and legal expense arising there from. This insurance shall be written on a form acceptable to the Lessor. Lessor shall be named as an additional insured for Lessor's liability arising out of the operations of the Lessee.

Inasmuch as this Lease agreement is for a short (one year) term and is subject to annual renewal, it is expressly acknowledged by the parties that the foregoing limits of protection and indemnity insurance shall be subject to reasonable increases, based upon the recommendation of the insurance agent of record for Lessor, based upon changes in public liability laws and similar factors.

13.2 Lessee shall, at all times during the term hereof, at its full cost and expense, procure and maintain in force and effect standard forms of hull all risk insurance covering the Lessee's vessel, merchandise, materials, and equipment, as well as the personal property of others in Lessee's possession and care, in, upon or about the vessel, or used by Lessee in connection with its business operated pursuant to this agreement. Such insurance shall be in an amount adequate to cover the costs for replacement of the property. Lessor shall be named an additional insured for this property insurance and the insurer shall waive all rights of subrogation to the Lessor.

If Lessee were to attach an engine or other means of mobility, then Lessee must also keep in full force and effect the policy of insurance, insuring against the hazards and liability for pollution and environmental hazards, in a form and with coverage limits reasonably satisfactory to the Lessor, in no event less than \$300,000, naming the Lessee and Lessor as named insured for the operations arising out of the operations of the vessel including its operation as a seafood selling operation. It is understood that such limit is relatively low, and in order to minimize risks from pollution and environmental hazards, Lessee shall at all times employ all reasonable precautions to avoid claims arising from pollution and other environmental hazards caused by Lessee's actions or operations. Deductibles shall be the responsibility of the Lessee, and the Lessor shall not be required to contribute toward any deductible.

If Lessee has employees, Lessee shall furnish evidence of Workers Compensation insurance and Crew Liability insurance with a limit of not less than \$1,700,000, or as set by State industry standards per occurrence. Such insurance shall be endorsed to provide statutory State of Oregon workers compensation benefits and statutory United States Longshore and Harbor Workers Act coverage's. Prior to beginning operation, Lessee shall furnish evidence, as stipulated in 14.2 above, through Certificates of insurance of workers compensation, USL&H, and crew liability insurance.

To the extent not covered by insurance, Lessee will solely bear all risk of loss, damage, or claims for pollution and other environmental hazards caused by Lessee's own actions.

13.3 Lessee shall provide Workers Compensation or Longshoremen and Harbor Workers coverage for Lessee's employees as required by state or federal law.

13.4 Upon execution of this Lease, Lessee shall furnish to Lessor a certificate properly executed by the insurance carrier showing that the foregoing insurance policies are in effect. The policies shall provide that such insurance can be canceled only on thirty (30) days written notice to Lessor. The policies shall evidence the insurance coverage required herein, including an express waiver of rights of subrogation required below.

13.5 Lessee hereby waives any and all rights of recovery against Lessor, its officers, agents and employees, for any loss or damage, including consequential loss or damage caused by any peril, or perils including negligent acts, enumerated in each insurance policy required to be maintained by Lessee hereunder. This waiver of subrogation shall not apply with respect to any claim by Lessee, if it is in contravention of any term or provision of any insurance policy which would otherwise

provide reimbursement to Lessee, so as to render such coverage void. However, Lessee shall make reasonable efforts to obtain a policy or policies of insurance permitting such a waiver of subrogation, or expressly waiving subrogation.

#### 14. INDEMNITY.

14.1 Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims arising out of any injury to persons, including death or damage to property, sustained as a result of the acts of Lessee. Lessee shall defend any action brought against Lessor or any of the agents or employees of Lessor based on any alleged injury or damage caused by Lessee, and Lessee shall pay all costs, including attorney fees, resulting from the action. Lessee shall not indemnify Lessor against any claims involving the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

14.2 When using the Leased Premises, Lessee shall comply with all applicable federal, state, municipal, and local laws and regulations. Lessee shall indemnify Lessor against any liability that may be imposed by governmental authorities for any violation by Lessee or the agents or employees of Lessee of any laws or regulations.

#### 15. SIGNS.

No signs shall be placed on the Leased Premises without the prior written approval of Lessor.

#### 16. DEFAULT OF LESSEE.

The following occurrences shall be deemed events of default of Lessee:

16.1 Failure to make any payment of rent due pursuant to this Lease within thirty (30) days after the date payment is due, or failure to pay any other service charge or assessment within thirty (30) days after Lessor bills Lessee therefore;

16.2 Failure to proceed with due diligence to remedy any other breach of a condition of this Lease and to fully indemnify Lessor against all liability resulting from the breach within thirty (30) days after Lessor gives notice of the breach to the Lessee; and

16.3 Failure to occupy or abandonment of the Leased Premises.

16.4 On the occurrence of any default described in this section, Lessor may, at its option, in addition to any other remedy given by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

#### 17. BANKRUPTCY OR INSOLVENCY OF LESSEE.

The occurrence of any of the following shall be deemed a default of Lessee:

17.1 A petition in bankruptcy filed by or against Lessee;



17.2 A petition or answer filed by or against Lessee seeking a reorganization, liquidation, dissolution or other relief of the same or different kind under any provision of the bankruptcy laws;

17.3 Adjudication of Lessee as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense;

17.4 An assignment of all or substantially all of the assets of Lessee for the benefit of creditors;

17.5 A proceeding by or against Lessee for the appointment of a trustee, receiver, conservator, or liquidator of Lessee with respect to all or substantially all of the assets of Lessee;

17.6 A proceeding by or against Lessee for the dissolution or liquidation of Lessee, or the taking of possession of the assets of Lessee by any governmental authority in connection with any dissolution or liquidation; or

17.7 The taking by any person of the leasehold created by this Lease, or any part of the leasehold, on execution, attachment, or other process of law or equity against Lessee.

17.8 On the occurrence of any default described in this section, Lessor shall give Lessee notice of the default. If the default is not corrected or reasonable attempts to cure the default within ten (10) days after date of the notice, Lessor may, in addition to any other remedy or right given under this Lease or by law, give notice to Lessee that this Lease shall terminate on the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of the notice.

#### 18. RIGHT OF LESSOR TO REENTER LEASED PREMISES ON DEFAULT OF LESSEE.

On termination of this Lease as provided in Section 18 or 19, Lessor may immediately enter on the Leased Premises without further demand or notice. Lessor may retake possession of the Leased Premises by summary proceedings, by action in law or in equity, by force or otherwise, without liability for trespass or for damages. Reentry, resumption of possession, or reletting of the Leased Premises by Lessor shall in no event be deemed to be a surrender of this Lease or a waiver of the rights and remedies of Lessor under this Lease.

#### 19. DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.

19.1 On retaking possession of the Leased Premises, Lessor shall at the expense of Lessee hold in storage for Lessee any personal property that is located on the Leased Premises, regardless of whether the personal property belongs to Lessee or any other person. Lessor may deliver the goods to Lessee or a consignee or any person or concern owning any interest in the property.

19.2 After the expiration of ten (10) days after retaking possession, should any personal property located on the Leased Premises not be claimed by Lessee or its true owner, such property shall be considered abandoned; and Lessee shall bear full responsibility for the disposition of such property by Lessor and shall indemnify and hold Lessor harmless from any and all claims, suits, and demands of true owners of such property disposed of by Lessor, whether such claims, suits, or demands be legitimate or otherwise.

## 20. EXPENSES TO BE PAID BY LESSEE ON TERMINATION OF LEASE DUE TO DEFAULT OF LESSEE.

20.1 On termination of this Lease for default, as provided in Section 18 or 19, Lessee shall pay to Lessor the expenses, including but not limited to reasonable attorney and other fees, incurred by Lessor in connection with:

- (a) Obtaining possession of the Leased Premises;
- (b) Removal and storage of the property of Lessee and other occupants; and
- (c) Maintenance and repair of the Leased Premises while vacant.

20.2 The expenses shall be deemed prima facie to be the amounts invoiced to Lessor.

20.3 Lessor may sue for the payments as they accrue without waiting for the payment date fixed in this Lease. Any proceeding to recover such payments shall not be deemed a waiver of any other rights of Lessor under law, equity or this Lease.

## 21. RELETTING PREMISES ON DEFAULT OF LESSEE.

21.1 On termination of this Lease under Section 17 or 18, Lessor shall use reasonable efforts to relet the Leased Premises to a suitable tenant. All the rents or other sums received, if any, from the alternate tenant, after deducting all costs of Lessor specified in Section 21, shall be credited against the total amount due from Lessee. The failure of Lessor to find a suitable tenant, however, shall in no way prejudice the rights of Lessor under this Lease.

21.2 If Lessee has prepaid amounts due under this Lease that are subsequently obtained by Lessor from a new tenant, Lessor shall refund to Lessee the net amount of the overpaid rents or other sums.

## 22. INSPECTION.

Lessor and the agents and employees of Lessor may at all reasonable times enter the Leased Premises to inspect and determine whether the Leased Premises are kept in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective tenants or buyers.

23. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or sublet any rights or interests under this Lease.

24. QUIET ENJOYMENT.

Lessor agrees that Lessee, on paying the rent and other charges in this Lease provided and on observing and keeping all the provisions of this Lease, shall quietly occupy the Leased Premises during the term of this Lease and any renewal hereof without hindrance.

25. COVENANT AGAINST WASTE.

Lessee shall not commit or suffer to be committed any waste on the Leased Premises.

26. FORCE MAJEURE.

26.1 For purposes of this Lease, the term "force majeure" is defined as any act of God, act of a public enemy, strike, fire, storm, flood, civil disturbance, failure or delay of persons from whom the parties to this Lease obtained machinery, equipment, or supplies to make delivery, or other causes beyond the control of either party, regardless of whether the other causes be of the class here specifically set out.

26.2 Neither party shall be responsible for any failure of performance of any of its obligations under this agreement, where the failure is due to force majeure.

27. EFFECT OF WAIVER OF PRIOR BREACH.

No waiver by Lessor of any covenant or condition of this Lease shall be construed as a waiver of any other covenant or condition, nor shall the waiver of any breach of this Lease be construed as waiver of any other or subsequent breach.

28. SEVERABILITY.

Should any provision of this Lease be declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions of this Lease shall not be affected thereby.

29. TIME OF ESSENCE.

Punctual performance by the parties to this Lease of the covenants contained in this Lease is of the essence of this Lease.

30. SECTION TITLES ONLY FOR IDENTIFICATION.

The titles to all sections used in this Lease are for purposes of identification only and shall not vary the context of the sections.

31. MODIFICATION OF LEASE.

No modification of this Lease shall be effective unless agreed to in writing by the parties to this Lease. No modification of one provision of this Lease shall be considered a waiver, breach, or cancellation of any other provision of this Lease.

32. HOLD OVER.

If Lessee remains on the Leased Premises after the expiration of the term of this Lease without exercising the option to renew the Lease, the holding over shall be deemed to create a month-to-month tenancy under the same terms and conditions of this Lease but shall not be construed as a renewal of this Lease.

33. NOTICES.

33.1 Whenever it is required or permitted that notice be given by either party to this Lease to the other party, the notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

TO Lessor: Port of Newport  
600 SE Bay Blvd.  
Newport, OR 97365

TO Lessee: Cody Chase  
Patty Mae Barge  
P.O. Box 1941  
Newport, OR 97365

33.2 Unless otherwise specified in this Lease, all notices required to be given under this Lease shall be effective on the date of receipt.

33.3 The addresses to which notices are to be sent may be changed from time to time by notice given according to the terms of this section.

34. ATTORNEYS' FEES.

In addition to the fees provided in Section 21 due to default, should either party hereto institute or be made a party to any action or proceeding in court to enforce any provision hereof or for damages or other relief by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the losing party, in addition to allowable court costs, such amounts as the court may adjudge to be reasonable as attorneys' fees, including any appeal thereof, and such amount may be made a part of the judgment against the losing party.

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

PORT OF NEWPORT

Cody Chase Patty Mae Barge

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Owner

**PORT OF NEWPORT  
RESOLUTION NO. 2014-\_\_\_**

**A RESOLUTION ESTABLISHING A POLICY FOR THE FILLING OF VACANT  
COMMISSION POSITIONS**

**WHEREAS**, ORS 777.135(6) states that a vacancy on the Board of Commissioners occurs only after the remaining Commissioners declare the position vacant; and

**WHEREAS**, the vacancy shall be filled as provided by ORS 198.320; and

**WHEREAS**, ORS 198.320 states that a vacancy in an elected office in the membership of the governing body of a district shall be filled by appointment by a majority of the remaining members of the governing body. If a majority of the membership of the governing body is vacant or if a majority cannot agree, the vacancies shall be filled promptly by the county court of the county in which the administrative office of the district is located; and

**WHEREAS**, the Port of Newport Commission By-laws Section 5(F)(2) states that the Commission shall establish a policy for the filling of vacant Commission positions by resolution;  
NOW THEREFORE

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

**Section 1.** Letters of Interest

A. Upon a vacancy being declared, staff will post a Notice of Vacancy on the Port's website. A press release will be sent to the local media also informing the public of the vacancy.

B. The due date for Letters of Interest will be the day one week in advance of the next regular board meeting. Letters are to be received at the Port of Newport business office by the due date.

C. Letters of Interest shall at a minimum include:

1. Full name of candidate.
2. Physical and mailing address of candidate. Optional information shall include phone number and e-mail address.
3. Amount of time as an elector within the district.
4. A statement of the candidate's desire to serve on the board or submission of a questionnaire if provided.
5. Signature and date.

**Section 2.** Options for Special Meeting. The Board President may schedule a Special Meeting for the purpose of interviewing candidates if the Commission determines that the amount of time to assess the candidates would be inappropriate for a Regular Meeting.

**Section 3.** Voting during Public Meeting.

A. The remaining Commissioners of the Board with the exception of the President (or President Pro Tem if the President's position is vacant) shall vote via private ballot for their

preferred candidate during the item identified on the agenda. Commissioners are required to sign their ballot before submitting to staff for tabulation.

B. Staff will report the results of the voting including which Commissioner voted for which candidate.

C. If a tie exists upon tabulation of the votes, the President (or President Pro Tem) shall cast a tie-breaking vote.

D. This procedure may be repeated until a single candidate receives a plurality of votes or the President and/or Board agree(s) to solicit additional Letters of Interest identified in Section 5.

**Section 4. Motion to Appoint.**

A. Upon a single candidate receiving a plurality of votes, the President shall solicit a motion to appoint the candidate to fill the vacant position.

B. The President (or President Pro Tem) may vote on the motion to appoint.

C. A majority of the remaining Commissioners (i.e. 3 of 4 remaining Commissioners, 2 of 3 remaining commissioners) voting in favor of the appointment shall constitute the vacancy as filled.

**Section 5. Failure to Achieve Majority.**

A. If a majority of the remaining Commissioners cannot agree on a candidate, staff will continue to solicit additional Letters of Interest following the provisions in Section 1(B).

B. If a majority cannot be reached at the next meeting, staff will correspond with the Lincoln County Court and request on behalf of the port district that the Court fill the vacancy pursuant to ORS 198.320(1).

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 22<sup>nd</sup> day of July, 2014.

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JoAnn Barton, President

ATTEST:

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Walter Chuck, Secretary/Treasurer

**PORT OF NEWPORT  
RESOLUTION NO. 2014-\_\_\_**

**RESOLUTION ADOPTING A PROCESS FOR THE ANNUAL PERFORMANCE EVALUATION OF THE  
GENERAL MANAGER**

**WHEREAS**, the General Manager's employment agreement, the Commission By-laws; and the Port of Newport's Personnel Manual requires that the General Manager receive an annual performance evaluation; and

**WHEREAS**, both the General Manager and Port Commission agree that a six-month evaluation would be beneficial; and

**WHEREAS**, the Port Commission shall conduct subsequent evaluation processes for the General Manager annually, the process of which is substantially more public than with other Port employees;

**WHEREAS**, the Commission wishes to codify the process related to evaluating the General Manager through Resolution; NOW THEREFORE,

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

**Section 1.** The Board of Commissioners shall conduct an annual review and evaluation of the General Manager's work performance by the end of March. The results of such evaluation shall commend areas of good performance, point out areas for improvement, review and establish work-related goals and objectives. Any adjustment to the General Manager's salary and/or benefits will be determined by the Board at the end this evaluation. This process will allow for open discussion and clear direction for reviewing and establishing a work plan. The Manager will determine whether the evaluation process will be done in open or executive session and must be present during any discussion by a quorum of the Commission. (ORS 192.660(2)(i))

**Section 2. Timeline.**

A. No later than three weeks before the regular February board meeting, staff will distribute a blank evaluation form to each of the commissioners and a copy of the Manager's self-evaluation.

B. Commissioners will review the evaluation factors. Tentative rankings and comments should be made on the provided forms and submitted to the Commission President one week in advance of the regular February commission meeting. Copies of the individual forms will be compiled for the full Commission's review. Commissioners are also encouraged to develop thoughts, concerns, issues and potential goals for consideration with the Manager.

C. At the regular February board meeting, the Commissioners will have an open discussion with the Manager on the factors being evaluated, achievements, goals, and any other pertinent issues. It is the Manager's decision to determine whether this discussion is conducted during the regular board meeting or in executive session.

D. After the discussion, the Manager will keep copies of the individual evaluation sheets and develop a work plan including goals and a summary of the Board's evaluation. This Summary Report will be distributed to the Commissioners no later than five days before the regular March board meeting. Commissioners are encouraged to contact Manager prior to the meeting to suggest any adjustments in advance.

E. Commissioners will review the Summary Report with the Manager to give further direction and clarification on the rankings, goals and objectives. Any discussion regarding adjustments to the Manager's salary and/or benefits would take place at this time. The Manager will determine whether this discussion is conducted during the regular board meeting or in executive session.



F. Once the Board reaches a consensus on the amended Summary Report, the Board President – during New Business – shall read (a) the summarized ratings, (b) list of goals and objectives for the following year and (c) any salary/benefit adjustment. The President will solicit a motion to accept the findings in the Manager's Evaluation Summary Report to be approved by the Board. The Summary Report will be signed by the President and Manager upon approval of the Board. The original evaluation forms and signed Summary Report will be placed in the Manager's personnel file.

**Section 3. Process.** The purpose of the employee performance evaluation and summary report is to increase communication between the Board of Commissioners and the General Manager concerning his/her performance in the accomplishment of the assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

**Section 4. Instructions.**

A. Commissioners are instructed to review the General Manager's work performance for the entire period; to refrain from basing judgment on recent events or isolated incidents only; to disregard general impressions of the General Manager and concentrate on one factor at a time.

B. Commissioners shall evaluate the General Manager on the basis of standards expected to be met for the job to which assigned considering the length of time in the job. Commissioners shall check the number, which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If a Commissioner did not have an opportunity to observe a factor during this evaluation period, indicate so in the "N/O" column next to the factor.

C. Written comments tend to be more valuable than rankings. Commissioners are encouraged to write additional comments and concerns as a separate attachment.

**Section 5. Evaluation Form.**

**General Manager  
Performance Evaluation**

Date of initial evaluation: \_\_\_\_\_

**Rating Scale Definitions (1-5)**

- Unsatisfactory .....(1)    The employee’s work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- Improvement Needed .....(2)    The employee’s work performance does not consistently meet the needed standards of the position. Serious effort is needed to improve performance.
- Meets Job Standards .....(3)    The employee’s work performance consistently meets the standards of the Standard position.
- Exceeds Job Standards ...(4)    The employee’s work performance is frequently or consistently above the level of Standard a satisfactory employee, but has not achieved an overall level of outstanding performance.
- Outstanding.....(5)    The employee’s work performance is consistently excellent when compared to the standards of the job.
- No Observation ..... (N/O)    The employee’s work performance was not observed.

**I. PERFORMANCE EVALUATION AND ACHIEVEMENTS**

**A. Board of Commissioners Relationships**

1.	Effectively implements policies and programs approved by the board of commissioners. ....	1	2	3	4	5	N/O
2.	Reporting to the board of commissioners is timely, clear, concise and thorough. ....	1	2	3	4	5	N/O
3.	Accepts direction/instructions in a positive manner .....	1	2	3	4	5	N/O
4.	Effectively aids the board of commissioners in establishing long range goals. ....	1	2	3	4	5	N/O
5.	Keeps the board of commissioners informed of current plans, and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc. ....	1	2	3	4	5	N/O
6.	Provide the board of commissioners with clear report of anticipated issues and risks that could come before the board. ....	1	2	3	4	5	N/O
7.	Comments: _____						
	_____						
	_____						

**B. Public Relations**

- |    |   |   |   |   |   |   |     |
|----|---|---|---|---|---|---|-----|
| 1. | Projects a positive public image.....         | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Courteous to the public at all times. ....    | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Maintains effective relations with media..... | 1 | 2 | 3 | 4 | 5 | N/O |
| 4. | Comments: _____                               |   |   |   |   |   |     |
|    | _____   |   |   |   |   |   |     |
|    | _____   |   |   |   |   |   |     |

**C. Effective Leadership of Staff**

- |    |  |   |   |   |   |   |     |
|----|--|---|---|---|---|---|-----|
| 1. | Delegates appropriate responsibilities. ....       | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Staff feels empowered. ....                        | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Training and education provided.....               | 1 | 2 | 3 | 4 | 5 | N/O |
| 4. | Public relations. How does public view staff?..... | 1 | 2 | 3 | 4 | 5 | N/O |
| 5. | Comments: _____                                    |   |   |   |   |   |     |
|    | _____  |   |   |   |   |   |     |
|    | _____  |   |   |   |   |   |     |

**D. Fiscal Management**

- |    |   |   |   |   |   |   |     |
|----|---|---|---|---|---|---|-----|
| 1. | Prepares realistic annual budget.....   | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Controls expenditures in accordance with approved budget.....   | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Keeps board of commissioners informed about revenues and expenditures, actual and projected. ....         | 1 | 2 | 3 | 4 | 5 | N/O |
| 4. | Ensures that the budget addresses the Port Commission's goals and objectives, including readability. .... | 1 | 2 | 3 | 4 | 5 | N/O |
| 5. | Comments: _____   |   |   |   |   |   |     |
|    | _____   |   |   |   |   |   |     |
|    | _____   |   |   |   |   |   |     |

**E. Communication**

- |    |  |   |   |   |   |   |     |
|----|--|---|---|---|---|---|-----|
| 1. | Oral communication is clear, concise and articulate. ....    | 1 | 2 | 3 | 4 | 5 | N/O |
| 2. | Written communications are clear, concise and accurate. .... | 1 | 2 | 3 | 4 | 5 | N/O |
| 3. | Comments: _____  |   |   |   |   |   |     |
|    | _____  |   |   |   |   |   |     |
|    | _____  |   |   |   |   |   |     |

F. Personal Traits

1.	Initiative. ....	1	2	3	4	5	N/O
2.	Judgment. ....	1	2	3	4	5	N/O
3.	Fairness and Impartiality. ....	1	2	3	4	5	N/O
4.	Creativity. ....	1	2	3	4	5	N/O
5.	Time Management. ....	1	2	3	4	5	N/O
6.	Comments: _____						
	_____						
	_____						

G. Intergovernmental Affairs

1.	Maintains effective communication with local, regional, state and federal government agencies. ....	1	2	3	4	5	N/O
2.	Financial resources (grants) from other agencies are pursued. ....	1	2	3	4	5	N/O
3.	Contributions to good government through regular participation in local, regional and state committees and organizations. ....	1	2	3	4	5	N/O
4.	Lobbies effectively with county, legislators and state agencies regarding Port programs and projects. ....	1	2	3	4	5	N/O
5.	Comments: _____						
	_____						
	_____						

II. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:

This section will measure the effectiveness of the Future Goals and Objectives (Sec. IV) from last year. These goals were based upon discussions from the previous year.

1.	_____ .....	1	2	3	4	5	N/O
2.	Comments: _____						
	_____						
	_____						

III. SUMMARY RATING

1. Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following rating is provided: ..... 1 2 3 4 5 N/O

2. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. FUTURE GOALS AND OBJECTIVES

Prioritize specific goals and objectives to be achieved in the next evaluation period. Goals should reflect policies and strategies identified in the Port's Strategic Business Plan. (Plan)(Goal)(Strategy)

This Performance Evaluation Survey was completed by:

\_\_\_\_\_  
(Name of Commissioner)

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 24th day of June, 2014.

\_\_\_\_\_  
JoAnn Barton, President

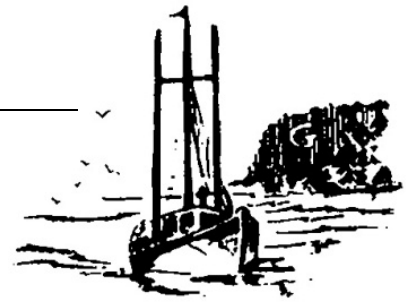
ATTEST:

\_\_\_\_\_  
Walter Chuck, Secretary/Treasurer

# PORT OF GARIBALDI

---

P.O. Box 10  
Garibaldi, OR 97118  
(503) 322-3292 Port Office  
(503) 322-3603 Harbor  
(503) 322-0029 Fax  
www.portofgaribaldi.org



## MANAGER EVALUATION SUMMARY REPORT

The Board of Commissioners shall conduct an annual review and evaluation of the Port Manager's work performance pursuant to Res. No. 1991-2 ("Personnel Policy" 4.3) by the end of March. The results of such evaluation shall commend areas of good performance, point out areas for improvement, review and establish work-related goals and objectives. Any adjustment to the Manager's salary and/or benefits will be determined by the Board at the end of this process.

This Summary Report is the result of the **February 13<sup>th</sup>** discussion and consists of: (a) list of goals and objectives to be accomplished prior to the next annual evaluation, (b) any salary/benefit adjustment, and (c) summarized ratings from the individual forms. Commissioners were encouraged to contact Manager prior to the **March 13<sup>th</sup>** regular meeting to suggest any adjustments to this report in advance. The Executive Session will be held before the regular meeting and will allow the Commissioners a chance to make any adjustments to the Summary Report. Some form of the Summary Report (evaluation) is required to be approved by the end of March.

During the regular meeting, the President will review the list of goals and objectives to be accomplished prior to the next annual evaluation and any salary/benefit adjustment and ask for a **MOTION TO ACCEPT THE SUMMARY REPORT AS PRESENTED** (OR AMENDED). The summarized ratings and individual evaluation forms will be sealed and placed in the Manager's personnel file. Page one of this summary is a public document and shall be made available to the public.

### LIST OF GOALS/OBJECTIVES TO BE ACCOMPLISHED PRIOR TO 2014 EVALUATION

- ✓ Continue Wharf Reconstruction Project. (B)(1)(3); (D)(1)(6)
- ✓ Lobby for U.S.A.C.E. Funding for Tillamook Bay Jetty System. (B)(1)(2)
- ✓ Facilitate Port Commission Vision Plan. (C)(3)
- ✓ Begin boat basin dredge permitting. (B)(1)(2); (C)(4)(1)
- ✓ Develop marketing plan, OM&R plan for RV Park. (B)(1)(1, 3); (C)(1)(1); (D)(1)
- ✓ Develop Process for Marketing, Evaluating Lease Proposals. (C)(1)(1); (F)(1)(5)

*(Plan)(Goal)(Strategy)*

### SALARY/BENEFIT ADJUSTMENT

The Commission renews manager's contract and awards a cost of living adjustment (COLA) for the manager not to exceed 2.1% for FY 13-14 commensurate with other port employees and after approval of the budget.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS** this 13<sup>th</sup> day of March, 2013.

---

Val Folkema, President

### ACKNOWLEDGEMENT OF RECEIPT OF EVALUATION BY PORT MANAGER

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Kevin M. Greenwood, Manager

**SUMMARIZED RATINGS OF THE INDIVIDUAL EVALUATION FORMS (CONFIDENTIAL)**

**Rating Scale Definitions (1-5)**

- Unsatisfactory ..... (1) The employee’s work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- Improvement Needed ..... (2) The employee’s work performance does not consistently meet the needed standards of the position. Serious effort is needed to improve performance.
- Meets Job Standards ..... (3) The employee’s work performance consistently meets the standards of the Standard position.
- Exceeds Job Standards..... (4) The employee’s work performance is frequently or consistently above the level of Standard a satisfactory employee, but has not achieved an overall level of outstanding performance.
- Outstanding..... (5) The employee’s work performance is consistently excellent when compared to the standards of the job.
- No Observation.....(N/O) The employee’s work performance was not observed.

FOOTNOTE MARKERS INDICATE NUMBER OF NO OPINION RESPONSES

**I. PERFORMANCE EVALUATION AND ACHIEVEMENTS**

A. Board of Commissioners Relationships	2013	2012	2011
1. Effectively implements policies and programs approved by the board of commissioners.....	<sup>1</sup> 4.500	4.000	4.00
2. Reporting to the board of commissioners is timely, clear, concise and thorough.....	<sup>1</sup> 4.000	4.250	4.500
3. Accepts direction/instructions in a positive manner .....	4.600	4.250	3.250
4. Effectively aids the board of commissioners in establishing long range goals. ....	<sup>1</sup> 4.125	4.500	4.250
5. Keeps the board of commissioners informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.....	<sup>1</sup> 4.500	4.250	3.500
6. Provide the board of commissioners with clear report of anticipated issues that could come before the board. ....	<sup>1</sup> 4.500	4.500	3.750
7. Comments: Keeps us very informed of all things related to port business – KB. Not being on the board in 2012, my ability to make objective ratings is very limited – PD. Does an excellent job of staying in touch with me through both email and voice and I appreciate the weekly reports – JL. Excelled with improved knowledge of marina operations and fisheries – VF.			

<u>B.</u>	<u>Public Relations</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
1.	Projects a positive public image.....	<sup>1</sup> 4.000	4.000	4.000
2.	Is courteous to the public at all times. ....	<sup>1</sup> 4.250	4.000	3.750
3.	Maintains effective relations with media representatives.....	<sup>1</sup> 4.500	4.333 <sup>1</sup>	4.250
4.	Comments: At his best when dealing with and government officials – KB. Does an excellent job of communicating to the public the current issues/needs of the Port and I have repeatedly heard from constituents that they feel he is doing a good job – JL. Keeps press alerted; some have slipped by but partnership relationships take time – VF.			
<u>C.</u>	<u>Effective Leadership of Staff</u> .....	<u>2013</u>	<u>2012</u>	<u>2012</u>
1.	Delegates appropriate responsibilities. ....	4.400	3.875	4.000
2.	Comments: From the reports that I have read and comments from staff I feel that Kevin does a good job of involving staff in decisions that directly concern them along with allowing them to work freely in their positions – JL. Staff responds to Kevin’s management as he looks to empower, though never relinquishing “buck stops with him”; very accountable – VF.			
<u>D.</u>	<u>Fiscal Management</u>			
1.	Prepares realistic annual budget. ....	4.600	4.5000	4.000
2.	Controls expenditures in accordance with approved budget.....	4.400	4.250	3.750
3.	Keeps board of commissioners informed about revenues and expenditures, actual and projected. ....	<sup>1</sup> 4.250	4.500	4.000
4.	Ensures that the budget addresses the Port Commission’s goals and objectives, including readability. ....	<sup>1</sup> 4.500	4.500	3.750
5.	Comments: Always outstanding in this area -- KB. done a great job with the budget and has been able to overcome unforeseen costs. His reporting of the finances is clear and easy to understand and that is very appreciated – JL. We have grown fiscally responsible and informed with Kearns (auditor) management – VF.			
<u>E.</u>	<u>Communication</u>			
1.	Oral communication is clear, concise and articulate. ....	<sup>1</sup> 4.300	4.500	3.750
2.	Written communications are clear, concise and accurate.	4.500	4.500	4.125
3.	Comments: Does this well – KB.			



F. Personal Traits

1.	Initiative. ....	4.800	4.250	4.250
2.	Judgment. ....	4.400	4.000	3.500
3.	Fairness and Impartiality. ....	4.500	4.000	3.500
4.	Creativity. ....	4.500	4.000	4.000
5.	Comments: has shown a willingness to approach new ideas for Port businesses and work with the appropriate parties to try and move forward any opportunities -- JL. Always a great impression of port and his operations – VF.			

G. Intergovernmental Affairs

1.	Maintains effective communication with local, regional, state and federal government agencies. ....	<sup>1</sup> 4.375	4.500	4.000
2.	Financial resources (grants) from other agencies are pursued. ....	4.600	4.500	3.000
3.	Contributions to good government through regular participation in local, regional and state committees and organizations. ....	<sup>1</sup> 4.750	4.500	4.250
4.	Lobbies effectively with county, legislators and state agencies regarding Port programs and projects. ....	<sup>1</sup> 4.375	4.333 <sup>1</sup>	4.250
5.	Comments: This is where he shines – KB. stays engaged with several local agencies by his involvement in multiple committees and associations which greatly enhance not only his knowledge of local affairs but the image of the Port – JL.			

II. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:

This section will measure the effectiveness of the Future Goals and Objectives (Sec. IV) from last year. These goals were based upon discussions from the previous year.

1.	Begin Wharf Permitting/Reconstruction. ....	<sup>1</sup> 4.625	4.000
2.	Lobby for So. Jetty Engineering. ....	<sup>1</sup> 4.250	4.333
3.	Request USCG Waterways Analysis. ....	<sup>1</sup> 3.750	4.000
4.	Refinance Debt. ....	<sup>1</sup> 4.250	3.333
5.	Reserve Funds for Equipment/Dredging. ....	<sup>1</sup> 4.250	3.667
6.	Develop marketing, OM&R plan for RV park .....	<sup>1</sup> 3.000	n/a
7.	Develop recreational/park opportunities .....	<sup>2</sup> 3.000	n/a
8.	Facilitate upgrade to Lease 8.....	<sup>1</sup> 3.250	n/a
9.	Grants for Pier’s End; analyze potential sale.....	<sup>1</sup> 3.250	n/a
10.	Develop Process for Marketing, Evaluating Lease Proposals. ....		3.333
11.	Light Gateway Sign.....		3.333
12.	Create Tourism Brochure. ....		3.667

Comments: none.

III. SUMMARY RATING

1.	Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following rating is provided: .....	<sup>1</sup> 4.125	4.000	3.750
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2. Comments: If this was baseball, Kevin would be on his way Hall of Fame if wharf gets built in next two years. – KB. Not being on the board in '12, my ability to make the above ratings are very limited. – PD. done an excellent job of maintaining the Port and its assets during the past year. I feel confident in his management of the Port and think that he deserves the rating that I gave him. Kevin has presented some ideas to the Commission that have been “outside the box thinking” and I appreciate the research and thorough information that he provides to us so we can make informed decisions – JL. Always room for improvement, but wouldn’t be this far along without expertise – VF.

#### IV. FUTURE GOALS AND OBJECTIVES

Prioritize specific goals and objectives to be achieved in the next evaluation period. Goals should reflect policies and strategies identified in the Port's Strategic Business Plan. (Plan)(Goal)(Strategy)

1.2	1,1, 2, 1, 1	Continue Wharf Reconstruction Project. (B)(1)(3); (D)(1)(6)
3.0	2,6, 1, 4, 2	Lobby for So. Jetty engineering and No. Jetty root repair. (B)(1)(2)
4.4	5,7, 4, 2, 4	Begin boat basin dredging permitting. (B)(1)(2); (C)(4)(1)
4.4	6,3, 5, 5, 3	Develop marketing plan, OM&R plan for RV Park (B)(1)(1); (B)(1)(3); (C)(1)(1); (D)(1)
4.4	9,2, 3, 3, 5	Facilitate Port Commission Vision Plan for future port development. (C)(3)
5.8	7,4, 6, 6, 6	Develop Process for Marketing, Evaluating Lease Proposals. (C)(1)(1); (F)(1)(5)
9.25 <sup>4</sup>	4, 14, 14, 5	Obtain USCG Waterway Analysis and Management System (WAMS). (C)(4)(1)
9.5 <sup>4</sup>	10, 9, 11, 8	Develop design standards for future development. (B)(1)(5)
9.5 <sup>4</sup>	3, 15, 10, 10	Pursue grants for Piers End; analyze potential for sale of boathouse. (B)(1)(3)
10.0 <sup>4</sup>	11, 13, 9, 7	Continued training for staff. (C)(2)(1)
13.8 <sup>4</sup>	14, 16, 16, 9	Develop public art/memorial policy. (B)(1)(4-6)
9.7 <sup>3</sup>	8, 8, 13	Lumberman's Park development (B)(1)(6); (C)(3)(1); (F)(1)(2/4)
10.0 <sup>3</sup>	12, 10, 8	New Port website. (F)(1)(5); (C)(1)(1)
13.3 <sup>3</sup>	13, 12, 15	Develop trail refinement plan. (B)(1)(6)
	98, 7, 7	Create Commission Bylaws and Supporting Policies (C)(3)
	99, 11, 12	Create tourism materials with Tourism Commission (F)(1)(2/5)

-###-



LAND & TIMBER CO.

**KNAPPA  
OFFICE**

42894  
OLD HWY. 30  
ASTORIA  
OREGON  
97103

•

OFFICE  
(503)  
458-6671

•

FAX  
(503)  
458-6106

•

**RAINIER  
OFFICE**

29191  
DIKE ROAD  
RAINIER  
OREGON  
97048

•

OFFICE  
(503)  
556-0410

•

FAX  
(503)  
556-2805

•

**WWW.  
TEEVIN BROS.  
COM**

Kevin Greenwood  
General Manager  
Port of Newport  
600 SE Bay Boulevard  
Newport, OR 97365

Dear Kevin:

We understand that the Port has now submitted its permit for the dredging necessary to allow full cargo shipments on 28,000 to 32,000 ton vessels from the International Terminal. As you know, the construction window for the proposed log yard that Teevin Bros. would build on the property owned by Rondys is July through September, and for the log yard to be built this year, construction has to start by early July. To achieve that, construction contracts will need to be signed before then, and binding financial commitments made by the entities managed by Hancock Natural Resources Group which will be the primary customers of the log yard (the "HNRG Entities") and their agent, TPT US Limited ("TPT"). It is unlikely that the permit to dredge will be issued, much less the dredging itself completed, before then. Thus, we are faced with the choice of either delaying the project a year, or making substantial expenditures and financial commitments based on the expectation that the Port will get a permit and the dredging will occur, and will not be delayed by any challenge to the dredging permit. The participants in this project are at this point unwilling to make those expenditures and financial commitments without some type of financial assurances from the Port that they will be made whole for their losses if the log yard facility is constructed and the dredging is not completed by the time the log yard is completed and ready to accept log deliveries (the "Operations Date").

We propose that, to induce Rondys, Teevin Bros., TPT and the HNRG Entities to proceed with construction of the log yard, the Port agrees that if the dredging of the berth of the International Terminal to 34.9 feet, and the channel from the bar to the International Terminal to 32 feet, by the later of the Operation Date or December 31, 2014 (the "Outside Date"), it will make payments of \$222,000 per month from the Outside Date to the date said dredging is complete. This amount is our annual estimate of our monthly payment on the financing of the development, and an amortization of the costs and losses on equipment to be to be acquired for the operation of the project. If the dredging is not complete by the first anniversary of the Outside Date, the Port would pay \$7,650,000 less the monthly payments previously made, and Teevin Bros. would transfer its interest in the log yard (being a lease from Rondys) and Teevin's rights in improvements and the debarker, to the Port, and the Port could assume the obligations to pay rent under the lease from Rondys accruing after the third anniversary of the completion of construction of the log yard. (The



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first three years rent is equivalent to the financing of development costs, which are included in the \$7,650,000 payment.)

KNAPPA OFFICE

42894 OLD HWY. 30 ASTORIA OREGON 97103

The obligation of the Port to make the foregoing payments would be supported by a performance bond, in a form and from a surety acceptable to Teevin Bros., TPT and Rondys.

The \$7,650,000 amount includes the following components:

Cost of construction of log yard and associated financing	\$4,800,000
Loss of value of equipment purchased for the site (this equipment would need to be ordered in advance of construction)	1,350,000
Development costs	250,000
Debarker costs	1,250,000

OFFICE (503) 458-6671

FAX (503) 458-6106

We also need assurances that the Port will, after the initial dredging of the channel and berth, perform any necessary maintenance dredging necessary to maintain the berth at 34.9 feet for at least five years. We propose that after the initial dredging, if the Port fails to maintain the berth at such depth during the five year period from completion of the initial dredging, that Teevin Bros., TPT or the HNRG Entities have the right to do so, and to recover from the Port the costs of such dredging, plus interest at the rate of 18% per annum. While the participants undertaking the dredging of the berth would have the right to pursue legal action to collect such amount from the Port, they would also have the right to offset the amounts owing against charges under the Tariff for the International Terminal (including dockage, security and facilities fees, and wharfage fees).

RAINIER OFFICE

29191 DIKE ROAD RAINIER OREGON 97048

If this is a concept the Port would entertain, we could provide more specificity on the costs involved, an allocation of amounts payable between the participants, and a proposed formal agreement and form of bond.

OFFICE (503) 556-0410

FAX (503) 556-2805

We look forward to your response to these concepts. As you are aware, arrangements need to be made very soon if we are to meet the construction window.

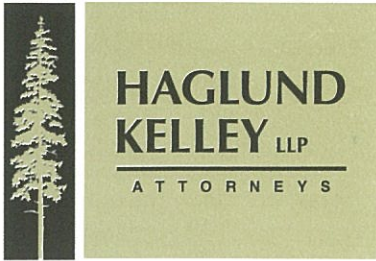
Sincerely,

TEEVIN BROS. LAND & TIMBER CO., LLC

WWW. TEEVIN BROS. COM

By:   
Its: 





200 SW Market Street  
Suite 1777  
Portland, Oregon 97201-5771

TEL: (503) 225-0777  
FAX: (503) 225-1257

WEB: [www.hk-law.com](http://www.hk-law.com)

June 13, 2014

RECEIVED

JUN 16 2014

Michael E. Haglund  
Michael K. Kelley  
Michael G. Neff  
Shay S. Scott  
Julie A. Weis  
Christopher Lundberg  
James L. Francesconi  
Matt Malmshemer  
Joshua Stellmon  
Shenoa L. Payne

LeRoy W. Wilder  
Retired

PORT OF NEWPORT

VIA EMAIL AND REGULAR MAIL

Kevin Greenwood  
General Manager  
Port of Newport  
600 SE Bay Boulevard  
Newport, OR 97365  
[kgreenwood@portofnewport.com](mailto:kgreenwood@portofnewport.com)

Re: Teevin Bros. Request for Performance Bond

Dear Kevin:

This letter responds to your request for legal advice on the June 10 request by Teevin Bros. for a performance bond in the amount of \$7.65 million. The proposed purpose of the bond is to induce Teevin Bros. and the other entities involved in developing an export log yard that will utilize the Port's International Terminal to proceed with construction during this year's construction season. The requested bond is designed to cover a monthly liquidated damages amount of \$222,000 to be paid to Teevin Bros., TPT and Rondys for every month following December 31, 2014 that the dredging of the terminal berth to 34.9 feet and the channel from the bar to the berth to 32 feet is not finished. These monthly payments of \$222,000 would be made every month until the specified dredging was accomplished for a period of up to 35 months. If paid in full, the \$7.65 million in liquidated damages would effectively reimburse the entire cost of constructing the log yard, the associated financing, the depreciation in the value of log handling equipment, development costs and the cost of a debarker.

As you know, the Port of Newport has worked diligently in the last year to secure the dredging permit from the U.S. Army Corps of Engineers, which cannot be issued until the National Marine Fisheries Service (NMFS) signs off on the project in a yet-to-be-issued biological opinion. To date, there has been significant delay associated with requests by NMFS for additional data and core sampling of the bay floor adjacent to the terminal. Additional sampling was performed earlier this year and all of the necessary data provided to NMFS in early June. We understand that NMFS has indicated that it will be in a position to issue its biological opinion on the dredging project in early July. If so, a dredging permit could be issued by the U.S. Army Corps of Engineers shortly thereafter.

The request by Teevin Bros. and its development affiliates for a \$7.65 million performance bond is the equivalent of a guarantee against the regulatory risk associated with the issuance of the dredging permit. To the best of our knowledge, granting the request would be an unprecedented action by a public port in Oregon and we must recommend against it for two reasons.

First, issuance of the proposed performance bond would expose the Port of Newport to risk over which it has no control. Performance bonds are typically issued to provide security for the performance of a contractor that has the power to control its own performance. Here, while the Port of Newport will ultimately perform the dredging through a contractor with funds that are already on hand and committed, the Port has no control over the issuance of a permit that is dependent upon action by two independent federal agencies: the issuance of the biological opinion by NMFS and the actual dredging permit by the Army Corps of Engineers. Teevin Bros. also expresses concern about a potential delay in the dredging that could occur as a result of a legal challenge following the issuance of the dredging permit. This could come in the form of a lawsuit by an environmental group seeking an injunction against the actual dredging.

All of these are regulatory risks over which the Port of Newport has no control. In our view, the Port should not entertain issuing a sizable bond to provide a guarantee against regulatory risk for the developers of the export log yard facility. It is worth pointing out that this type of regulatory risk has been part and parcel of the federal timber sale program administered by the U.S. Forest Service and Bureau of Land Management for decades. Both of these federal agencies make it a practice to impose all of the regulatory risk associated with legal challenges to timber sales on the timber sale purchaser. For example, where the Forest Service or BLM sells a timber sale and then awards the timber sale contract to a particular timber company, in the event an environmental group succeeds in delaying the project through an administrative protest or securing an injunction in federal court, all of that risk is allocated by contract to the purchaser. The U.S. Government does not provide any sort of guarantee against the regulatory risk associated with legal challenges to individual timber sales.

Second, we consider it highly doubtful that the Port of Newport could secure a \$7.65 million performance bond for the purpose requested by Teevin Bros. Surety companies will not issue performance or payment bonds unless the company or entity requesting the bond has a very strong balance sheet that shows equity far in excess of the requested bond amount or is willing to pledge assets to secure the bond to the level of 110% to 120% of the bond amount. The Port of Newport is not in a position to meet these criteria unless it were to pledge public land as security for the bond, which is not a sound policy choice given the high risk character of the performance being bonded as described above. Further, performance bonds are expensive, typically costing \$6 to \$7 per thousand dollars of bonding. For this bond, the premium would cost within a range of \$46,000 to \$53,000.

In its June 10 letter, Teevin Bros. also requests that the Port to commit to performing all necessary maintenance dredging for at least five years and, in the event the Port fails to do so, give Teevin Bros. the right to perform that dredging and recover any costs plus interest at 18% from the Port. This is the type of open-ended contractual commitment that, to the best of our knowledge, no Oregon public port has made to date. Dredging in Oregon's rivers and harbors is

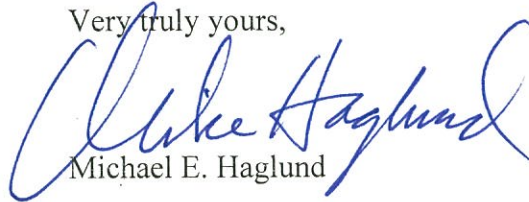
Kevin Greenwood  
June 13, 2014  
Page 3

regulated by the Corps of Engineers and predominately performed by that agency. In any given year, the public funds available to fund dredging are dependent upon Congressional appropriation. Ports and other stakeholders including Port users regularly come together to lobby for the funds necessary to accomplish dredging, but for the Port to issue a blanket financial guarantee would be unprecedented and likely an unwise policy decision.

In conclusion, issuance of the performance bond requested by Teevin Bros. would be unprecedented on the part of a public port in Oregon and highly risky. We therefore recommend against it. In our view, the better course is to continue devoting substantial effort to obtaining the biological opinion from NMFS by early July and then the dredging permit from the Corps of Engineers shortly thereafter. If the dredging permit can be issued early this summer, we consider the risk of a successful challenge to that permit to be so low that Teevin Bros. and the other project developers should then be in a position to comfortably proceed with the investments necessary to build out the log yard facility during the 2014 construction season.

If you have any questions, please do not hesitate to call.

Very truly yours,



Michael E. Haglund

MEH:pav

0000027650H073







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

---

To: Port of Newport Commission  
From: Jim Durkee, Terminal Operations Supervisor  
Copy: Port Management Staff  
Date: June 18th, 2014  
Re: June Manager's Report

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### Maintenance

Oil and Filter change on the F-150.

Lots of weed eating along ditches, next to roads and storage areas and on the overlook. Someone threw a truck load of Scotch Broom over the bank on the overlook sometime after I cut last year. I'm sure they'll look nice with the Blackberries and the English Ivy.

### Construction

Awarded grey warehouse roof replacement to Tough Construction. I will have him scheduled to begin replacement soon.

I assembled shelves in the loft storeroom and I began moving in Port records from suite six. Road and Driveway built the access ramp to the bay by the entrance to Northwest Natural's storage facility.

### Fishing Fleet Activity

Erla N used the dock to do repair work on their crab pots.

More boats switched gear to do tendering work.

Off shore pacific whiting fishing started and in a lot of cases already finished. The boats came back in and got ready for shore based fishing which opened on June 15<sup>th</sup>.

Three boats set up for survey work with NMFS and PSMFC.

### Other Activities

I had portable security fence panels brought in and set up on the lot around the three acre staging area for the dock. I also ordered a guard shack for the gate. All dressed up...

### Overview of May Services

10 fishing vessels spent a total of 129 days moored at the Terminal dock.

22 fishing vessels used the Terminal dock for work.

31 hours of forklift service were provided.

30 hours of crane service were provided.



## FACILITY MANAGER'S MONTHLY REPORT

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**FACILITY:** NOAA MOC-P  
**DATE:** 6/18/2014  
**PERIOD:** June 2014  
**TO:** Kevin Greenwood  
**ISSUED BY:** Rick Fuller

---

### Summary

It's been a busy month at the NOAA facility combined with VIP site visitations and ship visits. The installation of 800' of bird deterrent spikes at the parapet of the warehouse building was completed and works as planned. Along with the permanent bird spikes, a dozen portable spike platforms were made to place in areas prone to seagull nesting at roofs and the wharf deck. To date no nests have been built which keeps the building cleaner and safer from aggressive paired seagulls. The last of this fiscal year annual inspections were performed for the facility backflow valves and also all fire extinguishers. Purchase orders for July and August 2014 annual inspections have been processed and distributed to the contractors for scheduling confirmation. Grounds keeping remains as a focus due to VIP site visitors and plant growth. The required 3 year common area painting RFQ has been sent to select contractors which will start the bidding process. The maintenance painting work will be scheduled for August or September depending on contractor selection and NOAA admin schedule.

There was above average activity at the wharf due to visiting research vessels and interagency ships this period. All systems worked fine with a moderate increase in grounds duties required. Visiting ships using the wharf during multiple dockings included the University of Washington "Tommy Thompson", Yaquina Dredge, USCG buoy tender "Fir", and the State Patrol "Guardian". See changes to bar crossing log for further details.












Total full time building occupancy is approximately 71% of total office space available. A thank you goes to you Kevin, Commissioner JoAnne Barton, and NOAA command for the warm welcome of Oregon's Secretary of State, Kate Brown and staff last Friday. It's always a pleasure to show off the NOAA Facility and everyone enjoyed the bonus tour (albeit quick) of the Bell M. Shamada while she was dockside. The McArthur and Ka'Imimoana which remain at berth #5 & #6 were formally decommissioned during an all flags ceremony yesterday. Rear Admiral David Score of NOAA was present for the occasion with other notable speakers attached to the ships during their long service. There is no speculation when the ships will be moved from the NOAA facility at this time.

In other arena's, I have been involved with conceptual design meetings for the future administration/customs building conducted by Capri Architecture. Dustin Capri and Dietmar Goebel visited the NOAA Facility for a tour looking at architectural, mechanical, and control systems.

### **Specific work this period:**

- Regular scheduled monthly and quarterly preventative maintenance
- Grounds maintenance
- Bird deterrent spikes installed at warehouse and wharf
- Fender pile preparation for welded caps
- 2014/2015 Annual inspection pricing, purchase order preparation and scheduling
- Boat shed overhead door bottom safety bar replacement
- Replace faulty emergency exit sign in admin building
- Annual inspections for backflow valves and fire extinguishers

# NOAA MOC-P Bar Crossing Log      2014

	ARRIVAL	DEPARTURE	NAME	ROSTER#	NOTE
	10/7/2013	1/13/2014	Rainier	39	Bound for Alaska
	9/16/2013	1/19/2014	Bell M. Shamada	22	Bound for Alaska
	1/20/2014	3/31/14	State Patrol boat "Guardian"	2	Small boat dock
	10/23/2013	3/26/14	Fairweather	35	Bound for Seattle
	3/26/2014	4/21/14	Rainier	31 38	Crew change/maintenance repairs
	4/22/2014	4/22/14	Dredge Yaquina	40	Fuel/ crew change
	5/11/2014		Bell M. Shamada	21	Change of command, crew leave, maintenance
	7/3/2014	7/3/14	Dredge Yaquina	40	Fuel/ crew change
	7/6/2014	7/8/14	USCG Buoy Tender "Fir"	46	Supply/shore leave
	7/6/2014	7/10/14	RV Thomas G. Thompson	23 45	Supply/shore leave
	7/14/2014		RV Thomas G. Thompson	45	Supply/shore leave/Inspection
			<b>TOTAL</b>	<b>427</b>	

# Occupancy

To: Port of Newport Board of Commissioners

From: South Beach Marina & RV Park

Date: May 10, 2014

Re: **April** South Beach Occupancy Report

---

This month was slower than usual for this time of year as the numbers reflect. The first halibut opener was slow because of rough ocean conditions and the second opener was better for moorage but wasn't as busy in the RV park. June is starting to fill up and we have 3 large groups booked for next month.

## Occupancy Figures:

	<b>2013</b>	<b>2014</b>	<b>Change</b>
Marina	6658	6471	-6%
Marina RV	702	628	-8.55%
Annex RV	191	111	-42.68%
<b>Totals</b>	<b>893</b>	<b>739</b>	<b>-19.05%</b>



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

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## MANAGERS REPORT

To: Port of Newport Board of Commissioners

From: Chris Urbach, Harbormaster

Copy: Port Management Staff

Date: June 18, 2014

Re: South Beach Operations

---

I have received three quotes for the replacement of the water heaters in the marina showers.

The Wi-Fi is up and running not much input yet for or against.

Meet with ODOT and Kevin about a sink hole in the day use lot under the bridge.

We have K and E contractors hauling sand for a city project. They should take around 3000 yards over the next three months. WW construction hauled 110 yards earlier this month.

I attended a wayfinding sign meeting at city hall to discuss South Beach signage.

Had several meetings with Roque and there contractors on the new expansion.

We received training on the new code enforcement ticket book it will be nice to have some teeth while doing enforcement.

Keith and the lady's in the office have been very busy keeping all the transit moorage straight.

We have been trying to keep up with the mowing and trash.



**TCB Security Services, Inc.**

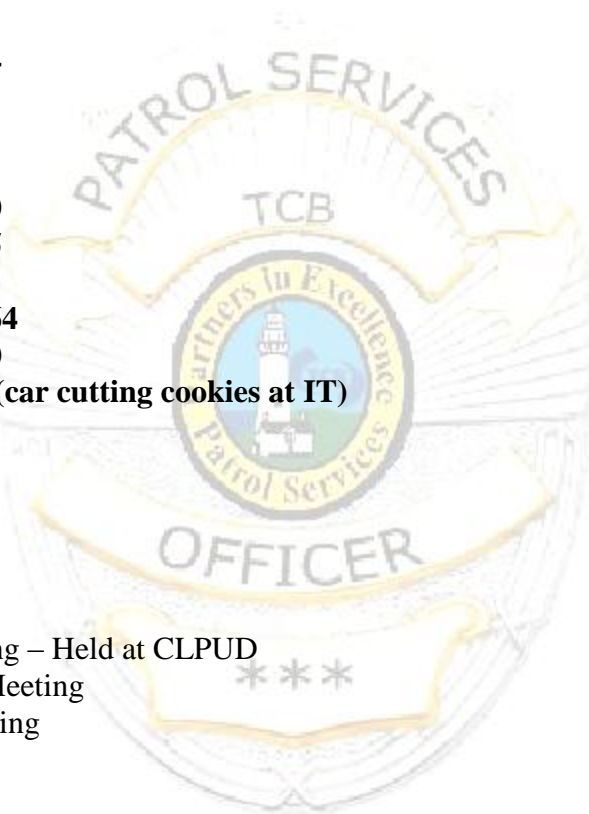
437 N.E. 1<sup>st</sup> St  
Newport, Or. 97365

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

**Port Of Newport  
MAY 2014 Public Safety Report**

**Man Hours Worked: 369  
Court Time: 0**

<b>Assist Other Agency</b>	<b>3</b>
<b>Boat Inventory</b>	<b>64</b>
<b>Boat Related Incidents</b>	<b>9</b>
<b>Spill Response</b>	<b>1</b>
<b>DUII</b>	<b>1</b>
<b>Field Interviews/Contacts</b>	<b>20</b>
<b>Foot Patrols</b>	<b>25</b>
<b>Open Doors</b>	<b>1</b>
<b>Patrol Checks</b>	<b>364</b>
<b>RV Inventory</b>	<b>30</b>
<b>Damage to Port Property</b>	<b>1 (car cutting cookies at IT)</b>
<b>Suspicious Activities</b>	<b>4</b>
<b>Juvenile Problem</b>	<b>1</b>
<b>Noise Complaint</b>	<b>2</b>
<b>Attempted Theft</b>	<b>1</b>



**Meetings Attended:**

- Port Commission Meeting – Held at CLPUD
- Port Department Head Meeting
- South Beach Team Meeting

**Investigations:**

Car at International Terminal that was cutting cookies and caused damage to road surface with tire burn marks. Un able to get clear image of plate.

**Other:**

Provided in-service training to PoN Staff on how to use the new citation forms for Facility Code Violations.

3 officers responded to report of an “oil leak” in the South Beach Marina. Officers deployed booms in the water, contacted port staff, deployed pads and provided support services to port staff when they arrived.

Submitted By: Mike Goff

**PORT OF NEWPORT  
MINUTES OF SAFETY COMMITTEE MEETING  
April 8th, 2014**

The meeting of the Port of Newport Safety Committee was called to order at 11:30am in the South Beach Activities Room.

Committee members present:

Fred Hauert

Jim Durkee

Rick Fuller

Barb Martin

## **MINUTES**

The minutes from the February 11th, 2014 Safety Committee Meeting were approved as submitted.

## **OLD BUSINESS**

1. CPR/ 1<sup>st</sup> Aid Training – Kevin Corwin held a training session in South Beach that was well attended and well received.
2. Hearing Test – Still no word from SDAO on exact date. They have scheduled a visit to evaluate noise levels in our workplace, hopefully soon.
3. South Beach Crosswalk – We went out and looked at the sight and recommend simply painting a crosswalk on the road straight across, not interfering with the sign already on the road. It doesn't have to be at an angle, we aren't trying to corral the pedestrians, just trying to give a visual clue for drivers that there are pedestrians crossing here. We did not think any additional signs were needed.
4. Safe Personnel Website – At some point we need to hold a class on the changes in Hazard Communications. There is a class available on the SafePersonnel website. It is a class that the entire staff should see so we will probably have to set up a lunchtime class to go over it.

## **MONTHLY INSPECTION REPORTS**

1. Reports were received from all areas except the Commercial Marina.
2. Fred Hauert reports that work on F dock is finished. New dock signs are being made with updated wording.
3. Life rings were installed on the Terminal Dock.
4. NOAA had a Safety/HazCom inspection that went well.

## **ACCIDENT/INCIDENT REVIEW**

There was a thumb injury to one of the commercial crew but no report was given to the Safety Committee yet.

## **OPEN FORUM**

1. No other safety items were discussed

**The next Safety Committee Meeting will be held on Tuesday, May 20th, 2014 at 11:30a.m., at the International Terminal.**

---

Jim Durkee, Safety Committee Secretary



## **PROCESS FOR SELECTION DIRECTOR OF FINANCE**

**Step 1. Director of Finance Attributes.** The General Manager has reviewed essential and desired Director of Finance attributes. (Attachment “A”)

**Step 2. Director of Finance Job Description.** The Director of Finance Job Description was reviewed at the Port Commission’s June 24<sup>th</sup> regular meeting.

**Step 3. Director of Finance Benefit Package.** The Director of Finance Benefit Package shall be the same as other Port employees as prescribed in the Port’s Compensation Plan (Res. No. 2014-06), except that the annual Salary Range shall be listed as \$65,000-85,000, though the General Manager reserves the right to negotiate separate terms if it benefits the Port and is within budget.

**Step 4. Interim Director of Finance.** The General Manager hired the current Accounts Receivable Accounting Assistant to serve as the interim Director of Finance to run the finance operation until a permanent position can be filled. The interim Director of Finance may apply for the permanent position but it is the intent of the Port to find the most qualified person for the position.

**Step 5. Advertisement.** The General Manager will rely on more digital and online opportunities for recruiting candidates. At a minimum, the Port will advertise the opportunity in the *Newport News Times*. Online advertising will be acquired through Port membership associations including the Oregon Public Ports Association (OPPA), Pacific Coast Congress (PCC), Special Districts Association of Oregon (SDAO), American Association of Port Authorities (AAPA), Pacific NW Waterways Association (PNWA), Oregon Municipal Finance Officer Association (OMFOA), Association of Pacific Ports (APP), NW Marine Terminal Association (NWMTA), Oregon Cascades West Council of Governments (OCWCOG), and Oregon Coastal Zone Management Association (OCZMA). Other possible advertising opportunity could be pursued through the Alaska Municipal League (AML), Washington Public Ports Association (WPPA), Association of Washington Cities (AWC), League of Oregon Cities (LOC), Association of Oregon Counties (AOC), Alaska Association of Harbormasters and Port Administrators (AAHPA). Additional affordable advertising opportunities, including networking, are also encouraged.

**Step 6. Tentative Timeline.** The General Manager has reviewed a tentative timeline and would like to have the new Director of Finance start no later than **October 1, 2014**. (Attachment “B”)

### **Section 7. Screening Process.**

- A. **[Consultant]** shall receive and review all applications. Copies of all applications shall be shared with the General Manager.
- B. Three to five candidates shall be forwarded from Consultant’s review for interviews following initial reference checks.
- C. Successful candidates shall be invited by letter and phone call to participate in the Interview Process. Mileage reimbursement and overnight accommodations shall be provided for out of county candidates. Letters shall also be sent to unsuccessful

candidates thanking them for their interest.

**Section 8. Preliminary Interview Process.**

- A. A technical committee will be formed to interview the screened applicants. The technical committee will be made up of two Port Commissioners, the Port's auditor, the General Manager, and the Port's NOAA MOC-P Terminal Manager.
  - a. Five Candidates. Committees of Staff/Dept. Heads, Commissioners, Technical Committee, Facility Tour, General Manager
  - b. Four Candidates. Committees of Staff/Dept. Heads, Commissioner/GM, Technical Committee, Facility Tour
  - c. Three Candidates. Facility Tour, Internal, External
- B. Port staff will conduct tours of port facilities.
- C. The [Consultant] will facilitate scoring and the committee shall forward two or three finalists for final interviews.

**Section 9. Final Interviews.** The General Manager will interview the finalists with both Port Commissioners providing support.

**Section 10. Non-interference.** Commissioners shall encourage interested candidates to apply through prescribed means and to meet with the General Manager to review materials pertinent to the position. The General Manager shall review all candidates through an open process and reserve judgment until final interviews. Individuals are specifically prohibited from interfering with the General Manager's responsibilities outside of public meetings in conducting a transparent and fair recruiting process.

**Section 11. Re-opening the Recruitment.** The General Manager reserves the right to re-open the Recruitment Process at any point if they deem the pool of candidates unsatisfactory.

**Section 12. Modification.** The General Manager reserves the right to modify elements of the recruitment process in an effort to find the best candidate for the Port.

## ATTACHMENT “A”

### ESSENTIAL AND DESIRED DIRECTOR OF FINANCE ATTRIBUTES

#### Essential

- Integrity
  - Earns and maintains trust
  - Honesty
  - Truthfulness
  - Fairness
  - Builds goodwill and better relationships
- Good people skills
  - Personality
  - Verbal Communication (articulate, persuasive, public presentations)
  - Written Communication (vocabulary, precision, grammar)
  - Listening skill
- Leadership
  - Provides overall directional vision to staff
  - Ensures staff are competent through training and coaching
  - Gives staff opportunity to do their job well
  - Motivates staff to do their job well
  - Empathy
- Property Management, Land Development, Valuation
- Public Management
  - Budgeting, tracking, reporting, control actions, forecasting.
  - Modern governmental accounting theory, principles, and practices.
  - Human resource management, payroll.
  - Public contracts.
- Self motivated
  - Demonstrated background of achievement
  - Perseverance
  - Resilient - able to withstand adverse comments/criticism

#### Desirable

- Prior knowledge of ORS 777 port districts and/or marine facilities
- Prior knowledge of Oregon statutes.
- Capability for networking in the community.
- Information technology.
- Experience in working on a large project.
- Public grants and federal reporting.
- Working with public boards.

ATTACHMENT “B”

TENTATIVE TIMELINE\*

- Consider Recruitment Process.....June 24
  - Advertise Opening.....June 25 5 weeks
  - Applications Closed..... August 1 1 week
  - Applications Screened ..... August 8 1 week
  - Correspondence to Applicants ..... August 15 2 week
  - Interviews/General Manager to Select ..... August 29 1 day
  - Negotiations/Contract Signed..... August 30 1 week
  - Tentative Start Date .....September 15 4 weeks
- \*subject to change*



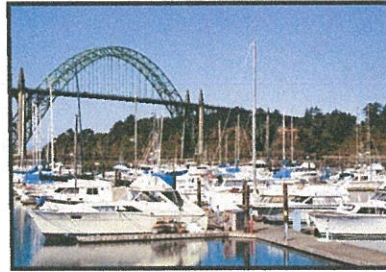
# DIRECTOR OF FINANCE

**\$65,000 - \$85,000**

Plus Excellent Benefits  
Apply by

**August 1, 2014**

[www.portofnewport.com](http://www.portofnewport.com)



Full details regarding this employment opportunity, including the job description, supplemental questions and application requirements, are available for download at [www.portofnewport.com](http://www.portofnewport.com). The deadline for application is Friday, August 1 at 4:00 p.m.

600 S.E. Bay Blvd., Newport, OR 97365 • (541) 265-7758 • [darlene@portofnewport.com](mailto:darlene@portofnewport.com)



## WHAT WE ARE LOOKING FOR

The Port of Newport, Oregon is seeking a highly ethical, principled, and talented Director of Finance with a strong financial background in municipal or other local government finance management. He/ she will have will have any equivalent combination of education and experience which provides the knowledge, skills, and abilities required to perform the duties described in the job description. A typical way to obtain the knowledge, skills, and abilities would be a Bachelor's degree in accounting, public administration, or related field and five years of related experience, including three years of supervisory experience.

Applicants are required to have advanced knowledge of modern governmental accounting theory, principles, and practices (GAAFR, GAAP, GASB), internal control procedures, management information systems, office automation, and computerized financial applications, payroll, human resource management, information technology (hardware/software), accounts payable and receivable functions, budgetary, accounting, and reporting systems.

Applicants are also required to have the ability to establish and maintain an effective working relationship with port management, other employees, elected officials, other entities and the general public. Applicants are required to have the ability to prepare and analyze complex financial reports, maintain efficient and effective financial systems and procedures, and effectively supervise staff. Applicants are required to have the ability to communicate effectively, both orally and in writing, with individuals and groups, and have the physical ability to perform the essential job functions.

## WHO ARE WE?

Located 110 miles from Portland on the central Oregon coast, the Port of Newport is one of Oregon State's most valuable assets. The district encompasses 59 square miles and has an estimated population of 11,000 people. The Port of Newport supports over 2,000 jobs and serves as a key hub for commercial fishing, recreational fishing, log exporting, research, and education. Millions of tourists visit Newport every year. Residents and visitors are drawn to the year-round outdoor recreation, dramatic vistas, and community's working waterfront

and educational institutions.

Ports are municipal districts (ORS 777) created by a vote of the people to provide opportunities for economic development. The Port of Newport manages valuable water-industrial zoned land and provides a number of public services allowed by its unique position on Yaquina Bay.

We are home to 24 water-dependent businesses, a 250-slip commercial boat basin, a 550-slip recreational marina, 160-space RV park, Rogue Brewing, NOAA Marine Operation Center – Pacific, Oregon State University's Marine Hatfield Science Center and the Oregon Aquarium. These entities contribute almost \$400 million annually to the state's economy. The Port of Newport is also part of the City of Newport's urban renewal district and Lincoln County's enterprise zone.

The annual operating budget for FY2014-15 is approximately \$15 million. Operations are funded through leases, moorage and launch fees and a district-wide tax of 6-cents per \$1,000 of assessed value. District voters approved \$15 million of general obligation bonds in 2012 to rebuild the international terminal. Grants fund capital and special projects.

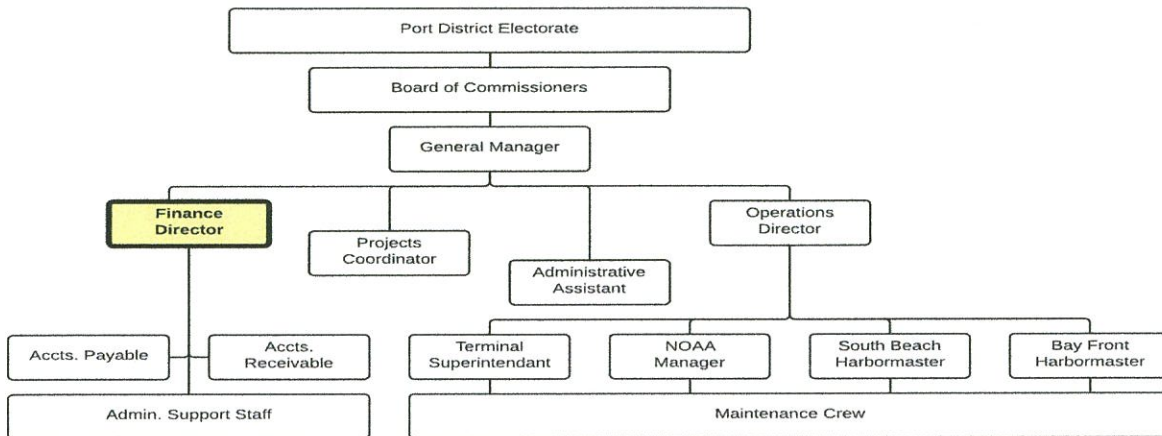
## Financial Highlights

Port assets exceeded its liabilities at the close of the most recent fiscal year (2013) by \$51,000 (net position). Most of that was restricted for contracted obligations. Due to major capital projects, the Port's cash decreased from the prior year as funds were expended on the International Terminal construction project. By far the largest portion of the Port's net position (85%) reflects its investment in capital assets less related outstanding debt used to acquire those assets.

The Port recognized an increase in net position







during the most recent fiscal year. Operating revenues from moorages, leases, RV Park operations, launch ramp, and other services all increased compared to the prior fiscal year. Hoist dock revenue decreased 4% compared to the prior year.

Long term, it will be critical for the Port of Newport to turn the International Terminal into a profit center as significant debt payments will be serviced over the next twenty years.

**THE POSITION**

The Director of Finance serves in many ways as the Assistant General Manager and as such is a key member of the Port’s management team. The position is a salaried, 40 hours per week position and reports directly to the General Manager (GM). Board of Commissioners meetings are monthly on the fourth Tuesday of each month and the Director of Finance attends those meetings, though special meetings and work session are called as needed which generally works out to about six per year.

The Director of Finance currently has four direct reports including the positions of accounts receivable and accounts payable clerks, and two other accounting assistants that work in the South Beach Marina and RV Park Office. The position reports directly to the General Manager and works along with the Maintenance Operations manager and the GM’s administrative assistant. There is a special projects management position that is currently vacant and may be re-organized to work under the Director of Finance. The Director of Finance provides support to the accounting clerks and summer help that work at the RV Park and Marina.

Staff has monthly administrative meetings and all are reviewed annually as part of the budget process.

Other responsibilities include:

- Manage scheduling and training of supervised staff.
- Develop and implement financial policies.
- Grant accounting and reporting.
- Monitor computer software/hardware systems and update when appropriate.
- Review capital investment decisions and policies.
- Participate in and contribute to overall management decisions.
- Assist in management of capital projects as it related to the finances.
- Evaluate cash flow into short-, mid-, and long-term projections.
- Working with General Manager to prepare the Port’s annual budget.

The Port has several policy documents including its Strategic Business Plan, Capital Facilities Plan, and Bylaws that will give the new Director of Finance great direction on goals of the organization.

The Director of Finance will work closely with Kevin Greenwood, the Port’s General Manager. Greenwood has over ten years of local government experience in cities and ports with a focus on organizational development and good governance. The new Director of Finance will be encouraged to share opinions and develop policies and processes via staff reports that the General Manager can take to the Board of Commissioners for consideration.

The new individual is expected to participate in community groups that reflect well on the Port’s mission. Membership in professional port-related and



professional associations is also included and occasional travel out of the county may occur to promote the Port.

The previous Director of Finance served in the position for two years before returning to his home in Washington State and greatly updated many of the Port's previously antiquated systems.

## **CHALLENGES AND OPPORTUNITIES**

### *Core Accounting and Report Duties*

The Director of Finance will need to ensure that the core accounting and reporting duties are done effectively and efficiently. Projects would include establishing a fixed asset system, improving the Port's accounts receivable system (especially in regards to the Port's commercial hoist dock). Manage Chart of Accounts to more closely reflect traditional profit and loss reports while using state budget categories.

### *Cross Training Accounting Positions*

In an effort to more effectively manage employee use of their vacation and compensatory time, it will be important to ensure that the accounting and administrative positions are cross-trained in such a way to allow employees to cover ~~for~~ one another during authorized leave.

### *Improving the Information Technology (IT) Infrastructure*

As with many agencies, IT services are critical for running an efficient operation. The next Director of Finance will need to study deficiencies in the Port's current system, including updating computer hardware, software, file server capacity and interconnectivity between the South Beach and Bay Front offices, and working with the Port's contract security provider to develop and install security cameras.

### *Human Resource Management*

The Port has made piecemeal changes to its personnel manual over the decades and the next Director of Finance will be charged with working with the General Manager and consultants to thoughtfully develop a more modern and comprehensive policy. The personnel policy should have elements for developing a safety manual, annual compensation plans and a classification plan and an employee-ready personnel manual that communicates key policy consideration. Other responsibilities include

ensuring that personnel files are properly handled, as well as formalizing other personnel functions related to new hires, exit conferences, annual performance reviews, benefit, on the job injuries and grievances.

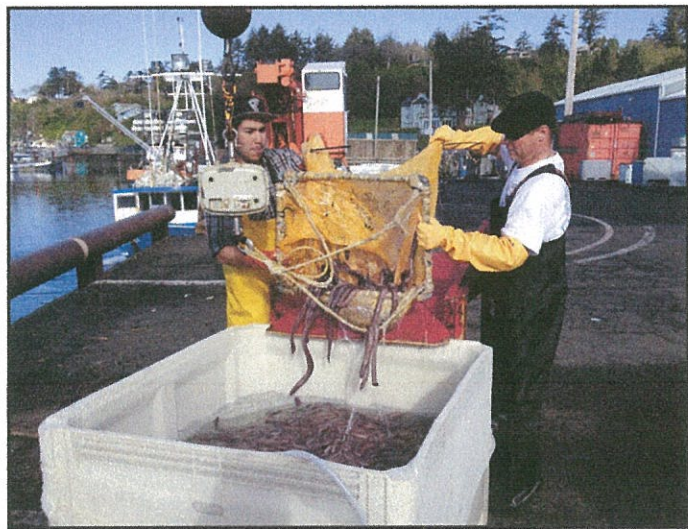
### *Creating Centralized Purchasing Procedure*

Currently each department makes purchases separate from one another. The Finance Officer will evaluate history and ways to streamline and increase the volume of individual orders that will benefit all departments.

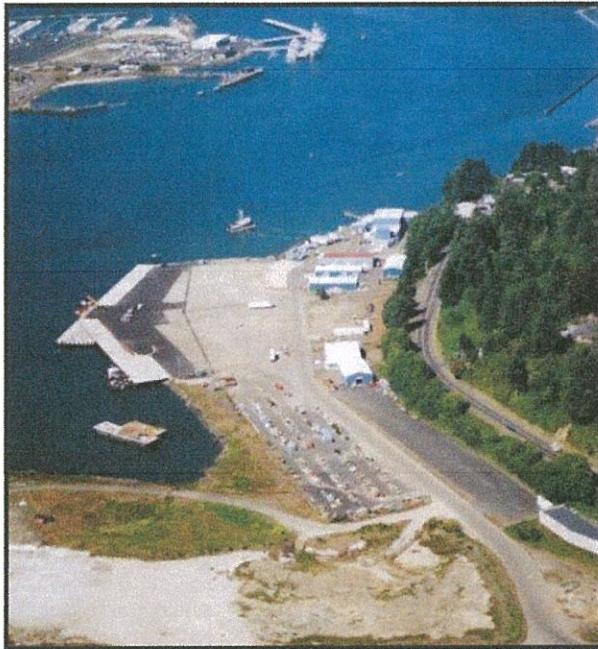
## **IDEAL CANDIDATE PROFILE**

The port is seeking a highly ethical, principled, talented, and professional Director of Finance with a strong financial background in municipal or other local government finance management. He/she will have extensive experience in finance management, accounting, fiscal reporting and control, budget development and monitoring, development of financial policies, coordination of the annual audit, execution of the city's payroll and accounts payable operations, utility billing, municipal court, investments, supervision of staff, and other financial duties. The Director of Finance will maintain good customer service to other port departments, and externally to the public who visit port offices to pay for services, and understand the challenges of municipal finance in a difficult economy.

The new Director of Finance must be approachable and encourage open communication based on an environment of trust and integrity. Candidates will have a proven track record of delivering results, build-







ing accountability for staff, and creating a positive working environment characterized by teamwork and innovation. The ideal candidate will be a strong and confident leader with excellent interpersonal skills, and a top-notch role model.

The successful candidate will possess a flexible “can-do” attitude focused on a customer service approach. It is critical that the Director of Finance be able to look at the big picture and to understand and address the current and future financial management needs of other departments and the port as a whole. He/she will be recognized for building consensus and cooperation among port staff, and will bring an appropriate sense of humor to the job.

The ideal candidate will be politically astute and demonstrate an unquestionable sense of integrity and honesty. Candidates will be able to organize and express ideas through excellent oral and written communications to a wide variety of audiences, such as the Port Commission, staff, citizens, community groups, and other port boards and committees. The successful candidate should be computer literate, have experience with governmental financial systems, Oregon state budget law, computer technology, human resource management and internal controls are also important criteria. Prior knowledge of port and marine facilities, state statutes, economic development and grant administration are desirable but not mandatory.

Bachelor’s degree in Finance, Accounting, Business, or related field is required. Five to seven years progressively responsible fiscal and general management experience including supervisory responsibility. Any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities to perform the job will be considered.

The candidate and their family will enjoy living in a beautiful physical environment at the coast, being part of a vibrant community and being a key team member in an organization that has a high degree of respect with the County and across the state.

## COMPENSATION & BENEFITS

- Range: \$65,000-85,000
- Health Care Insurance through Pacific Source and Standard Insurance as negotiated annually by Special Districts Association of Oregon (SDAO)
  - o 100% coverage for employee
  - o Access to employee-paid dependent coverage
  - o Medical “Red” PPO L Plan
  - o Option II Dental Plan
- Health Reimbursement Arrangement (HRA) to cover deductible over \$1,000
- Port pays 6% toward Oregon Public Employees Retirement System (PERS)
- Electronic Communication reimbursement
- Deferred Compensation Plan
- Flexible Spending Account (FSA)
- Holiday Bonus Consideration
- 10 days annual vacation
- 8 hrs. of monthly sick time
- 11 annual holidays
- Paid membership in approved professional associations

## TO APPLY

Applicants should send letters of interest, resumes, answers to supplemental questions, and three professional references to Darlene Webster, Administrative Assistant, Port of Newport, 600 SE Bay Blvd., Newport, Oregon, 97365, or email information to [darlene@portofnewport.com](mailto:darlene@portofnewport.com). The recruitment prospectus is available on the port’s website at [www.portofnewport.com](http://www.portofnewport.com). Application deadline is August 1, 2014 with interviews tentatively scheduled for August 29, 2014. The position would start between September 15 and October 1, 2014. The Port of Newport is an EEO employer and veteran’s preference provider. ◇

**POSITION TITLE**  
Director of Finance

**DEPARTMENT/DIVISION**  
Accounting/Main Office and  
Newport Marina at South Beach

**FLSA:** Exempt  
**DATE:** 6/19/14  
**Salary Range:** \$65,000-85,000

**IMMEDIATE SUPERVISOR (Title)**  
General Manager

**NO. OF EMPLOYEES DIRECTLY  
SUPERVISED:** 4

**NO. OF EMPLOYEES  
INDIRECTLY SUPERVISED:** 5

**POSITIONS SUPERVISED BY THIS POSITION (Titles):** A/R Clerk, A/P Clerk, South Beach Marina Office Manager, Marina Receptionist Clerk(s).

### **POSITION OBJECTIVES**

1. Ensure that proper internal controls are in place to safeguard the assets of the Port of Newport.
2. Ensure the timely and accurate reporting of Port financial information to appropriate parties.
3. Monitor the computer systems of the Port of Newport and determine when replacements are necessary.
4. Review Port capital investment decisions and policies.
5. Participate in and contribute to overall Port management decisions.
6. Assist in management of the capital construction projects as it relates to the finances of the Port.

### **SUMMARY OF DUTIES AND RESPONSIBILITIES**

1. Maintain policies and procedures to ensure the daily and monthly accounting meets the established timelines.
2. Prepare the month-end and year-end closing procedures.
3. Prepare monthly financial statements to staff and Port Commission.
4. Responsible for the preparation of year-end audit schedules.
5. Ensure that purchase authority guidelines are met and that purchases fall within the Port's cash flow.
6. Participate in the annual budget process and ensure that all timelines are kept.
7. Monitor the Port's computer systems and make recommendations for upgrades and replacement.
8. Hire, direct, and support finance department staff to ensure their ability to work in a team relationship.
9. Ensure that internal control procedures are in place as prescribed by Port auditors.
10. Provide Dept. Heads with monthly earned leave reports.
11. Provide staff support to the General Manager as required.
12. Maintain information on all Port assets.
13. Represent the Port in professional organizations and related ancillary activities.
14. Assist the management staff in development of personnel.
15. Maintain an understanding of the internal operating requirements, the significance to the Port's legal and business requirements, and the areas of potential change, for each revenue center.
16. Maintain a thorough knowledge of Port business plans and conditions, assets, governmental relationships, and political and public policy issues.
17. Contribute to the evaluation and solution of Port-wide problems/issues as they are brought to the General Manager and Harbormasters.
18. Responsible for securing and managing all Port insurance coverage. As directed, solicit proposals for insurance agent of record and auditor.
19. Administration of employee benefit plans, including retirement and medical coverage.

### **PROBLEMS ENCOUNTERED**

- Port's cyclical financial situations due to the seasonal nature of Port business.
- Revenue declines due to downturns in traditional resource-based industries.
- Due to staff shortages, a large percentage of time is spent participating in day-to-day accounting activities.
- Time to establish sufficient levels of analysis related to decisions and planning activities.
- Time to establish prudent policies with respect to support services and applying them internally and externally.

### **WORKING ENVIRONMENT**

Office. Most duties performed seated at computer station. Standing and occasional kneeling and bending required for purposes of reaching for files, etc. Ability to lift up to 50 pounds.

**POSITION TITLE:** Director of Finance

**DATE:** 6/19/14

**Page 2**

**WORKING RELATIONSHIPS**

Internal: Accounting staff, other employees, and Commission to request and distribute information as directed.

External: Port auditors, attorneys, consultants, creditors, customers, Port tenants, professional and public groups.

**EDUCATION PREFERRED**

Successful completion of a full four year course of study through an accredited college, university or trade school leading to a Bachelor's degree that includes a major field of study and specific course requirements generally associated with government or fund accounting; and five years progressively responsible experience in all of the following: public accounting, finance management, data processing, supervising, business administration and public budget preparation and monitoring.

**SKILLS AND KNOWLEDGE PREFERRED**

Must have strong interpersonal, communication and managerial skills as well as extensive knowledge and experience in municipal budget law, governmental, fund and advanced financial accounting. Must be energetic, articulate and professional to take the Port of Newport to the next level of excellence in the quest to continue to have the best finance department in the State's port industry.

**OTHER**

1. Willingness to work long hours.
2. Willingness to travel, sometimes overnight or for extended periods, if necessary.
3. Willingness to provide own transportation for travel.

Normal working hours are Monday through Friday, from 8:00 a.m. to 5:00 p.m. Position will require attendance at regular monthly commission meetings, some early morning staff meetings, evening hours, and occasionally on weekends. This is a salaried position.

This description is an outline of the major recurring responsibilities of the job. It is not intended to be all inclusive of the work to be performed. Other related job objectives, special assignments, and responsibilities will typically be performed.

\_\_\_\_\_  
Approved by General Manager

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## Port of Newport

### Administrative Building Programming Interviews/Meeting

1:00 – 3:30pm, 11 June 2014

#### Attendees:

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Kevin Greenwood

General Manager, Port of Newport

David Jincks

Port of Newport Commissioner, Vice-President

Ken Brown

Port of Newport Commissioner, Treasurer

Rick Fuller

Facilities Manager, NOAA MOC-P

Darlene Webster

Administrative Assistant, Port of Newport

Barb Martin

Accounts Receivable, Port of Newport

Amanda Capri, AIA, NCARB, LEED AP ND

Architect, Capri Architecture

Dustin Capri, AIA, NCARB, LEED AP ND

Architect, Capri Architecture

#### Minutes Meeting/Interview:

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1. Introductions
2. Comments from Port of Newport & Port Commissioners (Kevin, David, Ken, Rick, Amanda, and Dustin)
  - a. Initial Overview of building program and the scope of the initial conceptual phase.
  - b. Overall consensus that CM/GC Contracting vehicle would be ideal for this project.
    - i. Rick commented on his positive experience with utilizing this process on the NOAA MOC-P project.
    - ii. Dustin and Amanda also have had positive experience with the CM/GC process.
  - c. Discussion regarding US Customs Project
    - i. US Customs would be a separate space within the larger building.
    - ii. Port of Newport would consider incorporating US Customs function within the building with the Tenant Improvement (TI) being recouped through future rent.
    - iii. Rick provided a report done by GSA titled “Agency Specific Requirements, DHS CBP Newport” dated 6/14/2013.
      1. This study should be utilized in identifying US Customs

- requirements within the Port of Newport's future Administrative Building if the Port determines this is a viable option.
- iv. US Customs prefers to have an elevated site for view of the traffic in the bay, but the practicality of achieving this is problematic due to the site under consideration.
  - v. DHGoebel, Architect and Capri Architecture will analyze the economic viability of the tenant infill space based on cost/sf estimate. A detailed pro-forma-based analysis is outside of the scope of this project currently.
- d. Schedule for Design
- i. Capri Architecture explained that the schedule largely depends on the feedback from the Port of Newport as the design proceeds but that they can accelerate or decelerate the schedule as needed.
- e. Aesthetics and Building Orientation
- i. Both David and Ken preferred that the building be warm and friendly and something that the local community can be proud of.
  - ii. David and Ken both encouraged the Port of Newport to voluntarily conduct public outreach to the community and local neighbors to ensure they are pleased with the building design and site.
  - iii. David recommended an orientation of North-South to match the existing Yacht Club and England Marine buildings. This would be an effort to allow views to the water from SE Bay Blvd.
  - iv. Multi-story building could be an option to preserve land for port uses. A discussion of pros and cons of a multi-story option occurred and the potential design alternatives will consider both options.
  - v. The commissioners and Port staff envision the building being utilized by the community as a resource and should provide information about the Port History and Yaquina Bay if possible. Perhaps the Chamber of Commerce would like to have a place for brochures at the east end of the bayfront ditrict?
  - vi. The entry could have displays from organizations like the Fisherman's Wives, etc. as an area where their information could be on display.
  - vii. The commissioners and Port staff encouraged easily maintainable building designs and systems. The concept of a visually appealing structure for the community but not extravagant will be a balance for the design team to address.
    - 1. Tilt-Up concrete construction was discussed as an option.
  - viii. The commissioners believed the conference/meeting room should be sized for 50 seated people.
    - 1. The conference/meeting room could also be utilized by the local community for non-port related meetings potentially.
  - ix. Upon entry, there could be an award wall where the Port of Newport can display awards.
- f. Parking
- i. Dustin mentioned the possibility of shared parking with England Marine since the uses would largely be used at different times of the day.
    - 1. There is a possible scenario where the port accommodates parking for visitors and full-time staff but relies on shared parking for its evening meetings.



- 2. A written agreement would need to be made with England Marine before this option could be implemented.
      - 3. The Port may agree to maintain the parking lot as a part of the agreement to utilize the lot.
    - ii. Shared parking was an option everyone would be interested in pursuing but another concern is providing additional parking in this site to alleviate heavily-used parking lots further West along SE Bay Blvd.
    - iii. The idea of utilizing the parking lot for community uses such as the marathon was considered. The commissioners recommended that this be considered but not as a required design criteria for the building.
  - g. Sustainability
    - i. Sustainability should be incorporated into the building including the building systems, natural light, natural ventilation, etc.
    - ii. LEED standards should be considered but the Port of Newport and the commissioners do not believe the building should pursue LEED certification due to the cost.
    - iii. Amanda noted that there will be a conflict between siting the building sustainably and preserving viewsheds as the most sustainable building orientation will be east/west. There will likely be alternatives looking at both orientations.
3. Comments from Port of Newport (Kevin, Rick, Amanda, and Dustin)
- a. Building Technologies
    - i. Building should utilize ceiling tiles instead of sheetrock to allow for flexibility and utility modifications in the future.
    - ii. Building automation should be incorporated into the project.
    - iii. Communication capabilities are needed.
      - 1. Teleconferencing
      - 2. Smart boards
    - iv. HVAC should be in an enclosed mechanical room to protect equipment.
    - v. Multi-zonal HVAC should be incorporated so the large meeting room and smaller office spaces can be controlled thermally.
  - b. Acoustics
    - i. The current Port Commission meeting room has poor acoustics and the new meeting room should address acoustics thoroughly.
      - 1. Carpet
      - 2. Sound absorptive materials
  - c. Different Positions and Needs
    - i. General Manager
      - 1. Acoustic privacy is needed.
        - a. Rockwool could be utilized to sound-proof office.
      - 2. Closet in office for storage, suits, etc.
      - 3. Meeting table for 4-6 people
      - 4. L-shape desk
      - 5. Close proximity to administrative assistant, maintenance ops and administrative ops.
      - 6. View out to the bay would be ideal.
      - 7. Should be relatively close to entry due to large number of visitors.
      - 8. Bookcases for reference material
      - 9. Office would need up to 6-people unless a smaller conference

- room is included. The smaller conference room would serve the need for 6-people meetings and the general managers office meeting area could be smaller and more informal
10. Consider the design of the Oregon Coast Bank's CEO office which has a large, singular desk with a long credenza behind the chair. There are book cases at each end of the credenza with space in the middle for artwork or map of the Port property and book cases on the end. In front of the desk would be two chairs.
  11. A separate entrance would also be nice with parking nearby.
  12. A small refrigerator could be nice
  13. Files and drawers could be added under credenza.
  14. Desk should be larger with slide outs with critical numbers information
  15. White boards/pin boards on walls beside desk
- ii. Maintenance Ops
    1. Length of one wall for plan layout counter
    2. Plan file cabinet storage below the plan layout counter.
    3. Built-in book shelves for reference material
    4. Printer with 11x17 capability
    5. U-shaped desk
    6. Meeting table for 4 people
    7. Small closet for general storage
  - iii. Administrative Ops
    1. Similar requirements as General Manager's office.
    2. Close proximity to accounts receivable, general manager and maintenance ops.
  - iv. Administrative Assistant
    1. Works closely with General Manager, but also works with Administrative Ops and Maintenance Ops.
  - v. Accounts Receivable
    1. First person you see upon entry into the building.
    2. Needs a close proximity to Administrative Ops.
  - vi. Small Conference Room
    1. This would be close to General Manager, Administrative Ops, Maintenance Ops and Administrative Assistant.
  - vii. Large Meeting / Conference Room
    1. Public access
    2. Separate access from administrative area
    3. Utilized for evening meetings
    4. Maintain access from the entry to the meeting room and to the administrative area, but define a clear separation between the meeting room and admin area for privacy and efficiency.
    5. South face of the board room could open up to a veranda overlooking the water
  - viii. Copy Room
    1. Close to Administrative Assistant and Accounts Receivable
  - ix. Server/Communication Room
  - x. Kitchenette
  - xi. Archive Storage

- xii. Bathrooms
        - 1. Potentially 2 unisex bathrooms or male, female and unisex bathrooms, depending on code requirements
    - d. Building Automation
      - i. In the future it would be ideal for all Port buildings to be automated and connected to one system.
        - 1. Climate Tech out of Portland is the Port's current contractor for this.
4. Comments from Port of Newport (Darlene, Amanda, and Dustin)
- a. Furniture requirements
    - i. Safe for minutes, contracts
      - 1. Currently separate, but could be consolidated into one safe if it was properly sized.
    - ii. Storage cabinets are currently adequate, but may require more in the future as large projects progress.
      - 1. Need to be fire-proof
    - iii. Plan and project storage
    - iv. Rectangular shaped desk around eight feet in length is adequate.
    - v. Printer and scanner
  - b. Required adjacencies and proximity concerns
    - i. Currently have no privacy and would like to be further away from the door for conversations and confidential work.
    - ii. Immediate proximity to General Manager's office
    - iii. Close proximity to copy room
    - iv. Small meeting room should be close to desk
      - 1. Would be ideal to have a small fridge in the meeting room for water.
      - 2. Small meeting room should be close to the kitchenette.
    - v. Kitchenette
      - 1. Should include a small oven or convection microwave.
  - c. Natural light and view would be ideal.
  - d. General Manager's office needs more storage, especially for reference materials (shelves).
  - e. Ability to videotape Port Commission meetings and then link the video to the website would be nice.
  - f. Bicycle storage outside of the building would be beneficial for administrative staff to utilize (or other visitors).
  - g. Long-term parking is limited and could be included as a part of this project.
5. Comments from Port of Newport (Barb, Amanda, and Dustin)
- a. Furniture requirements.
    - i. Storage shelves
    - ii. Additional counter space
    - iii. Side cabinetry with pull-out drawers is poorly located and cannot be used very efficiently.
      - 1. Having an additional unit of drawers would be helpful.
    - iv. 4 full-height file cabinets is adequate.
    - v. Current countertop orientation and height is adequate.
    - vi. Pass-Thru
      - 1. Ability to lock and close the pass-thru would be ideal.



- b. Required adjacencies and proximity concerns
  - i. Access to desk from entry (SE Bay Blvd) is needed.
    - 1. There should be access to the building directly from the boardwalk as many fishermen come in from that direction.
  - ii. Close proximity to copy room.
  - iii. Close proximity between accounts payable, accounts receivable and administrative ops is needed.
- c. Natural light and view would be ideal.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NEWPORT AND THE PORT OF NEWPORT  
REGARDING PORT PARTICIPATION IN BAY FRONT AREA  
PARKING SYSTEM IMPROVEMENTS**

This Intergovernmental Agreement is between the Port of Newport, a port district organized under ORS Chapter 777 ("Port") and the City of Newport ("City").

Both entities are units of local government, organized and operated under the laws of the state of Oregon. Oregon Revised Statutes, Chapter 190 specifically authorizes agreements between units of local government for any and all functions and activities that any party to the Agreement may perform.

**RECITALS**

A. Port desires that City establish an Economic Improvement District ("District") in the Bay Front area for parking system improvements, and is prepared to make an annual monetary contribution to the District on behalf of the Port and fisherman mooring at Port facilities.

B. On September 6, 2011, City tentatively approved the creation of said District, contingent upon the Port and City entering into an Intergovernmental Agreement describing the nature of the Port's contribution.

**TERMS OF AGREEMENT**

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1. **Port Obligations.** Port shall pay \$6,000 annually at the end of each fiscal year to City. This amount represents Port's contribution to the Bay Front Area Economic Improvement District.
  2. **City Obligations**
    - a. Upon execution of this Agreement by both parties, City agrees to complete the adoption process for Ordinance No. 2020, establishing an economic improvement district pursuant to ORS 223.144 in the Bay Front Area for parking system improvements.
    - b. Upon receipt of Port's annual payment, City shall place such amounts into the account City shall create for business license surcharge fees pursuant to Ordinance No. 2020, §3(f).
  3. **Term of Agreement.** The term of this Agreement shall be five (5) years, commencing upon the effective date of City Ordinance No. 2020. Upon completion of this five-year term, the parties may elect to extend this

Agreement by written amendment for the duration of any City Council extension of District per Ordinance No. 2020, §11.]

4. **Effect of Payments.** Port payments made under §1 of this Agreement represent Port's voluntary participation in the Bay Front Area Economic Improvement District. In exchange for this participation, Port properties will be eligible for receipt of parking system improvements and the Port shall be represented on the District Advisory Committee, pursuant to §5(b) of Ordinance No. 2020.
5. **Termination.** This Agreement terminates at such time as City Ordinance No. 2020 is repealed or expires. In the event that the City Council amends Ordinance No. 2020 during the term of this Agreement, Port may elect to terminate the Agreement. A decision by the Port to terminate the Agreement shall be made in writing, within 30 days of the effective date of the amendment to Ordinance No. 2020.
6. **Notice.** All notice required under this Agreement shall be written and sent to the parties at the following addresses:

City of Newport  
Attention: Jim Voetberg, City Manager  
169 SW Coast Highway  
Newport, Oregon 97365

Port of Newport  
Attention: Don Mann, General Manager  
600 SE Bay Boulevard  
Newport, Oregon 97365

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7. **Attorney Fees.** If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this Agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the statutory legal rate from the date incurred, until the date paid.
8. **Severability.** If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term or clause held to be unenforceable.
9. **Amendments.** The terms of this Agreement may be waived, modified, supplemented or amended only upon written agreement of both parties.

PORT OF NEWPORT

  
By: Port Authorized Representative

Date: 9-29-11

CITY OF NEWPORT

  
By: City Manager

10-6-11

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