

**PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA**

Tuesday, November 28, 2017, 6:00 p.m.  
South Beach Activities Room  
2120 SE Marine Science Drive, Newport, OR 97365

- I. Call to Order .....6:00
- II. Changes to the Agenda.....6:01
- III. Public Comment .....6:02
- IV. Consent Calendar .....6:05
  - A. Minutes
    - 1. Regular Commission Meeting October 30, 2017 ..... p 3
  - B. Financial Reports..... p 9
  - C. Contracts
    - 1. GSA Lease for Customs Building ..... p 21
  - D. Special Use Permits
    - 1. 2018 Seafood & Wine Festival ..... p 49
  - E. Commercial Fishing Users Group Committee Alternates
    - 1. Appoint Jerry Biddinger, F/V Refuge, as Alternate to Bob Aue,  
Tuna/Salmon sector
- V. Correspondence/Presentations.....6:09
  - A. Richard Stellner – GM Search Update ..... p 51
  - B. Kevin Mannix – Oregon Shipping Group ..... p 53
  - C. Rob Mills, SDAO – Board Practices Assessment ..... p 55
- VI. Old Business.....6:15
  - A. Items Removed from Consent Calendar
  - B. Accounts Paid..... p 57
  - C. Dulse Energy
- VII. New Business
  - A. NOAA Moorage Policy..... 6:20.....p 61
- VIII. Staff Reports
  - A. Director of Finance.....6:24 ..... p 63
    - 1. October Occupancy Report
  - B. General Manager Pro Tem .....6:26 ..... p 67
    - 1. TCB Public Safety Report for October
- IX. Commissioner Reports .....6:33
- X. Calendar/Future Considerations .....6:38
  - 12/8 Port Holiday Party
  - 12/19 Regular Commission Meeting
  - 12/25 Christmas Holiday – Office Closed
- XI. Public Comment .....6:42
- XII. Adjournment.....6:45

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

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

Link for directions to the RV Park Activity Room: <http://portofnewport.com/rv-parks/map.php>

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**PORT OF NEWPORT MINUTES**

October 30, 2017

Regular Commission Meeting

**I. CALL TO ORDER**

Commission President Patricia Patrick-Joling called the Regular Commission Meeting of the Port of Newport Board of Commissioners to order at 6:00 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

**Commissioners Present:** Walter Chuck (Pos. #1); Jeff Lackey (Pos. #4), Vice President; and Patricia Patrick-Joling (Pos. #5), President.

Sara Skamser (Pos. #2); and Stewart Lamerdin (Pos. #3), Secretary/Treasurer, were excused.

**Management and Staff:** Aaron Bretz, Interim General Manager; Mark Harris, Staff Accountant; Becca Bishop, Accounting Clerk; and Karen Hewitt, Administrative Assistant.

**Members of the Public and Media:** Rex Capri, Newport Resident; Pat Ruddiman, ILWU; Kevin Shreeve, Civil West Engineering; Will Templeton, Civil West Engineering; Todd Kimball, CFO Selections; Jason Busch, DulseEnergy; Chuck Toombs, DulseEnergy; Dennis Anstine, Newport News-Times; Doug Cooper, Hampton Lumber; Dietmar Goebel, Newport City Council; and Kiera Morgan, KYTE/KNPT Radio.

**II. CHANGES TO THE AGENDA**

Patrick-Joling requested removing Resolution 2017-12 from the Consent Calendar.

**III. PUBLIC COMMENT**

Capri said the International Terminal facility probably has the biggest potential to bring significant revenue to the Port, needed for Port Docks 5 and 7 repairs as well as other projects. The Terminal is completed, and highway access has been improved. He said it is imperative that the Commission prioritize and find users for the Terminal. Capri asked the Commission to draft a resolution or operating procedure that does not allow exclusive use of the Terminal to show the terminal is open to any potential users.

**IV. CONSENT CALENDAR**

- A. Minutes**
  - 1. Commission Work Session 9/26/17
  - 2. Regular Commission Meeting 9/26/17
  - 3. Commission Work Session 10/03/17
  - 4. Commission Work Session 10/18/17
- B. Financial Reports**
- C. Oregon Surplus Change Authorization**
- D. Resolution No. 2017-13 Amending the Port of Newport Facilities Code to Change Sections Related to Insurance Coverage for Vessels**
- E. SDAO Membership Renewal**
- F. Contracts**
  - 1. Road & Driveway – Terminal Overlay Repairs
  - 2. Central Coast Excavating – RV Dump Station

Chuck noted that the Regular Commission Meeting time needed to be changed from 12:00 noon to 6:00 pm on the minutes. Hewitt will make that change.

**A motion was made by Chuck and seconded by Lackey to approve the Consent Calendar. The motion passed 3 – 0.**

## V. CORRESPONDENCE/PRESENTATIONS

### A. Chuck Toombs – DulseEnergy

Bretz said he had met with Toombs and Busch from DulseEnergy (Dulse) earlier in the day. They were interested in leasing area that was the former cherry plant. Their business is growing seaweed. One of their needs is to have a pipeline extend from the Oregon State University (OSU) Hatfield Marine Science Center (HMSC) system. Bretz said OSU has agreed, but the trouble is the engineering estimate. DulseEnergy may lease part of the facility and not invest as much to start. Toombs said Dulse farmed patented seaweed. They have been successful at HMSC using a specialty distributor. As of the end of November 2017 there will have been approximately 1000 lbs produced and sold in 1 lb packages, and the product can be marketed at the restaurant level. Toombs said it would be a matter of time when the capacity of the operation at HMSC will not be sufficient. They would like to move to the Port's property. He said he understood the cost of water. He had conferred with Pentair, an aquaculture company, who suggested a couple of lower cost options to the pipeline. The first would be a short well at the edge of the property. The second would be to truck water in. Toombs said Dulse wants to expand production to validate their business model, and then investigate further. He said Dulse's product is an up-and-coming brand. They have a Memo of Understanding from the Japanese for the product. Business Oregon has approved a loan of \$250K which will be released when Dulse has access to sea water. Patrick-Joling said wells are normally expensive. Toombs said he was not yet sure of the cost; this is something to investigate. Lackey said the business concept was interesting, but more details and numbers need to be fleshed out.

Chuck asked how soon Toombs could get a cost estimate, and Toombs replied the next week. Toombs said they could possibly share the cost with money from Business Oregon if allowed. Busch said the current distributor would take more product than they are currently producing. They could bring 10 tanks in the interim to the Port location, leasing a small area where there is asphalt already. Dulse could produce more seaweed and potentially contribute to tenant improvements. He said he had spoken with Business Oregon, and it would not be good to use the money in the current agreement for tenant improvements. He added that Dulse would like to be included in an MOU with HMSC and the Port. A subsequent contract could be drawn between Dulse and the Port to allocate costs. The current scaled down proposal would demonstrate to the State that they are moving forward.

Goebel asked what would be the projected employment. Toombs said there would be one employee for every 10 tanks, and eventually 40 employees. There is a market for the product, and allied industries would add employment, but those numbers can't be estimated. Busch said if the current RV area was included, there could be 300-400 tanks. It would depend if the seaweed was processed on site. Toombs said there is an option to freeze dry the seaweed, which may be done on the property if possible. He added for every pound of seaweed grown, it eats four pounds of carbon dioxide, which is a side benefit and could potentially make the Port a carbon-neutral operation.

Templeton from Civil West said Bretz approached them for a cost estimate and a review of the feasibility to pump water. The estimate has a high contingency because it is preliminary. The conclusion was that the project would cost approximately \$350K with a 50% contingency. He referred to the report included in the meeting packet. Templeton said the 50% contingency was typical, but the project may cost less, in the \$250K range. He added the business sounds fascinating. Busch said that the 250 gal/min intake could be handled by the existing in-fall/out-fall at HMSC. The problem is the time limit and would need to be reevaluated. 250 gal/min could be sufficient for 200 tanks depending on the size of the tanks and how often they cycle water. Dulse had also received a cost estimate from Clearwater Engineering to build onto the current system at approximately \$600K. This estimate was not consistent with Pentair, for example the quoted cost per pump was high from Clearwater. Patrick-Joling asked how many gallons per minute would flow from a well; 250 gallons was a lot of water. Busch said Pentair did not seem concerned. Shreeve commented that the agreement with HMSC only provided access to the water for three years. At some point, Dulse would need to have their own saline water access. Templeton added that Dulse would also need to consider the variance in the salinity of the Bay from winter and summer.

Patrick-Joling asked Bretz to coordinate a Work Session to get further information from Toombs on cost estimates and their business plan. Toombs said he would discuss with Bretz what to bring to the meeting. Bretz said it would be good to see other options that are available and still get started on the lease without salt water. Chuck asked Toombs if Dulse's business plan had changed since their last presentation to the Commission. Toombs said no, but the market for the fresh

product has taken off faster. He said that Josh Hulsey now worked for Pacific Seafood, but could still consult. Patrick-Joling said it would also be good to have Civil West at the Work Session.

## VI. OLD BUSINESS

### A. Items Removed from Consent Calendar

1. Resolution No. 2017-12 Authorizing Transfers of Appropriated Funds Within The 2017-18 Fiscal Year Budget

Patrick-Joling asked if it was necessary to make this resolution now, since she understands the funds are available. Harris confirmed these expenditures were not over the approved budget, and the Commission could wait and see further in the year how this plays out. Patrick-Joling suggested holding this until at least the next Commission meeting, and paying these bills without making a resolution. Bretz said he encouraged this motion since he was in a Pro Tem position and wanted Commission consensus on those items.

### B. Accounts Paid

There was no discussion on Accounts Paid.

**A motion was made by Chuck and seconded by Lackey to approve the Accounts Paid. The motion passed 3 – 0.**

### C. Todd Kimball, Financial Consultant Update

Bretz introduced Kimball to the Commission, and thanked him for his time. Bretz introduced Kimball's report and said Kimball started on September 28<sup>th</sup>, and had been on site 6 days. Kimball said that since the report was written, the Port has delivered the audit files to the auditor who will initiate scheduling the audit. He said he would like to get to South Beach to review their processes. Kimball said he initially came to the Port three weeks in a row, then another visit after a couple of weeks. Ideally, he would like to be on site every other week. Patrick-Joling said she would like to meet with Bretz and Kimball. Lackey asked about an anticipated time line for completing a restructured profit and loss statement to shift categorizations. Kimball said the Profit & Loss and NIT analysis were very close to completion. Comparison with other Port's has not yet been started. Ideally, it would be good to discuss both the restructuring and the comparison together to get an overall picture. Patrick-Joling said she would prefer a dedicated Work Session to discuss this.

Lackey said he had sent an email to Bretz earlier that day. (The questions and staff responses are included in an addendum to the Meeting Packet.) He questioned the entries on page 25 of the Financial Reports, because when he reviewed the reports made in 2016, some of the amounts were different. Harris said this had to do with adjusting entries from the 2015-16 audit which were dated back to the fiscal year where they belong. Details had been emailed to Lackey. General ledger account numbers had been assigned this year to align the Port's records with the audit and the budget documents. Harris said the less current portion of long term debt balance was listed separately on prior years' balance sheets but is now included in the long term debt balance where it belongs. Also, adjustments for new debt were made. Current debt principal to be paid in this fiscal year was moved to current liability, which was an accounting requirement. Lackey asked about the reduction in capital assets, which Harris said was a combination of depreciation, additions and dispositions netted together. (The email and response are included in an addendum to the Meeting Packet.) Bretz also commented on why the numbers are behind compared to the budget. The Port of Newport accounting has been working on modernization and elimination of redundant work. Bretz referred to page 103 in the meeting packet, noting that the \$70K income at the RV Park represented 123 transactions at approximately 15 minutes each. Bank reconciliation can get backed up. Process improvement and a standard point-of-sale procedure will help.

Lackey asked how long Kimball had worked with the Port of Astoria. Kimball said he still is working with Astoria, and it will be three years in January 2018. Chuck asked how much longer he would need at the Port of Newport. Kimball suggested there should be some involvement until a new Director of Finance (DOF) is appointed. The new intern from Lane Community College will help alleviate pressure on Harris due to the DOF vacancy. He suggested pulling Harris duties from the bottom to delegate. Kimball acknowledged that the Port will want to use CFO as little as possible. When the intern is in place he can move forward with the audit, financial analysis and efficiencies. Chuck asked about the progress on the audit. Kimball said his understanding is that more work was done upfront this year compared to past

years, and he gave credit to Mark for closing out the year. Last year there were 38 adjusting entries, when there should be none to only a handful. Hopefully the Port will be in a better position to breeze through the audit. Kimball said the accounting is set up well, funds are well structured, classes are appropriate, and duties are properly separated. There are still some internal controls and efficiencies that can be implemented. Kimball said that overall there was nothing that raised a red flag.

Patrick-Joling asked how Kimball would recommend accounting for leases. Kimball said he had not seen leases included with administrative revenue/expenses before. It was not necessarily wrong or inappropriate but would be challenging to review. Kimball said it is common to base the accounting on geography, since that works well with how people think. Lease revenue could be accounted for all on its own. He prefers geography based. Patrick-Joling commented that when going for grants, geography based can make it easy to understand. It is misleading to have inflating numbers, as some grants are specific. Kimball said there is a challenge with this. All of the International Terminal is in one location, but there are distinct lines of business: services vs. lease. He thinks that has to be considered when there are multiple lines of revenue at a location. Chuck asked if geography would work better for the South Beach Marina. Kimball said most properties at South Beach are very different. The RV Park, the Marina and the Leased Property are all different. This would also be separate from NOAA. Patrick-Joling said she always thought the RV Park was the cash cow, but she believes it is the Commercial Marina that brings in the money. She said it is nice to see how individual entities are doing. Bretz said he would like to go forward with a contract with CFO for 9 weeks. Kimball has been here three weeks so far. Based on the assumptions in the original contract, Kimball would be on site two days a week every other week.

**A motion was made by Chuck and seconded by Lackey to approve the CFO Selections contract for a total of up to nine weeks. The motion passed 3 – 0.**

**D. SDIS Best Practices Checklist Complete**

There was no discussion on this item, for information only.

**E. Human Resources Memo**

Bretz said there are different levels of a Human Resource specialist. Under the previous management, the General Manager still had the overarching authority, and duties were delegated. Lackey said the memo provided clarity.

**VII. New Business**

**A. Richard Stellner, Human Resources Consultant, General Manager Search**

**1. General Manager Job Description**

Bretz said Stellner was still traveling. Bretz had spoken with Stellner earlier, who said if the job description and recruitment process were approved he could post the job tomorrow. Bretz suggested Stellner email the Commission President about salary and benefits. Patrick-Joling said she had reached out to Lamerdin and Skamsner, but had not heard back from them. Based on his discussion with Stellner, Bretz recommended an increase in the salary and benefits to get better candidates. Lackey said he didn't know about changing the benefits package. Bretz said the Port does not compete well. He had not yet heard from Lamerdin and Skamsner either, but Lamerdin had said he was concerned this was a sticky subject. Lackey asked if the Commission could get a list from similar sized ports. Bretz said he thought Stellner could get this. At the Port of St. Helens, a lot of the candidates were already earning in the \$140K – \$150K range. Patrick-Joling said she did not have a problem with \$140K, but she would want to discuss this with the other Commissioners.

Bretz said there is room in the budget. For the past two years the budget has included hiring a maintenance crew, which has not yet been filled. Bretz said he was advised to wait six months before deciding how to proceed. He had not given it a lot of consideration yet. This is where the Commission could start to dip into the funds. The problem is at the Commercial Marina, the staff is very busy with service tasks filling up their time. This will need more analysis. Patrick-Joling said she would reach out to Lamerdin and Skamsner this week to see if they were available to discuss the General Manager's compensation. This is a big deal that needs more discussion. Patrick-Joling said she needs more information and for all of the Commissioners to discuss the option. She said she was okay with the job description. Bretz said the Commission

would need to agree on the salary and benefits before posting the job. Chuck said he would like to see the budget implications. Patrick-Joling said she was available until November 22<sup>nd</sup>. Lackey said he would not be available from November 14<sup>th</sup> to November 20<sup>th</sup>. Chuck said he would call Bretz with his availability.

## 2. General Manager Recruitment Process

Bretz referred to the document in the meeting packet, which included dates worked out at the last meeting. Lackey asked why not present the Commission with 25 resumes instead of 12 – 15. Chuck said the Commissioners would have access to all of the resumes, but Stellner would whittle it down to 15. Lackey commented that veteran's preference candidates automatically move forward, so if there were 15 veteran candidates the number forwarded to the Commission may need to be adjusted. Patrick-Joling said she would like to leave it as is since that is what Stellner was hired to do. Lackey said he would like to have the 7 – 10 finalists provide specific examples of their fiscal, personnel and project management experience – their challenges, actions, processes, and results. Chuck and Patrick-Joling agreed to have Bretz email that change to Stellner. Chuck commented that the scoring for job knowledge was lower than finances/projects/people, and he thought job knowledge should have more weight. Chuck suggested giving 30 points for job knowledge, and reducing finances/projects/people by 5 points each. Patrick-Joling said she was okay with that. Lackey said he saw those three categories as the three-legged stool for the evaluation. Patrick-Joling said management is a huge thing for the General Manager candidate evaluation. Lackey suggested Finance 20 points, Job Knowledge 25 points, and 15 points each for people and projects.

**A motion was made by Lackey and seconded by Chuck to approve a revised recruitment process with the scoring of Job Knowledge up to 25 points, Finance up to 20 points, and People and Projects up to 15 points each. In addition, under Commission Initial Reading and Review, add the requirement for the semi-finalists to submit a document with specific work examples of their leadership and accomplishments related to the areas of personnel management, fiscal management, and project management. The documents should give brief explanations of challenges, actions, processes and results. The motion passed 3 – 0.**

## VIII. DEPARTMENTAL REPORTS

### A. Director of Finance

#### 1. September Occupancy Report

Harris introduced the staff report and said most of the topics had already been discussed. On behalf of the Finance Department, Harris thanked Kimball and said his work was greatly appreciated. Harris said the intern was a good opportunity. Having routine, high volume transactions completed by the intern would allow Harris and Bishop to get to projects on streamlining procedures. The intern had experience as a Finance Manager for Power Ford.

### C. General Manager Pro Tem

Bretz introduced the staff report. He said at the Commercial Marina, there are some 110 foot gaps without pilings. He also reviewed the leasing agreements for dredge spoils. Bretz said he started looking at the budget, since the Port was bringing in temporary help at a hirer wage rate than regular employees. He suggested it might be more reasonable to adjust what we have, and consider cost of living increases. A factor in this year's administrative costs was a 200% increase in insurance and PERS. Bretz said he had looked at 6 other Pacific Coast Ports, and the Port of Newport's wages were at the lower end. Chuck asked about the Rondys memo included in the packet. Bretz said he included this in the packet because this will have to be addressed soon. Rondys will want to start their construction in the spring of 2018, and Bretz is often asked by the City and citizens what the Port's plans are. These are complex issues. Bretz said Evan Hall is currently in Idaho and could not make the Commission meeting. Bretz suggested there should be some time dedicated to this issue. Lackey said there could be some upfront legwork completed by Bretz before the Commission met. Patrick-Joling asked Bretz to check with the other Commissioners when they can meet to discuss Dulse and Rondys, and to find out when Hall can attend. She said the Commission may need a Work Session once a week.

#### 1. TCB Public Safety Report for September. This item was not available.

## IX. COMMISSIONER REPORTS

Lackey said he had attended the Parking Committee meeting, which was centered on metering. It was his impression that the consultant recommended meters. There were differing opinions, but it was moving in that direction. Nothing had been decided at the meeting. Goebel said City staff was working on this. They were looking at metering but had not yet come to City Council for a decision. Goebel said he told the Port's Commercial Fishing Users Group Committee that they should come to City Council meetings to express their concerns. There will be a lot of public input and a lot of details to discuss. Bretz said there was also discussion about the Port's storage lot at the Commercial Marina. The storage rates return less than parking would. It would be important to coordinate with the fishing industry.

Patrick-Joling said she was appointed to the Greater Newport Vision 2040 Advisory Committee. She had participated in several sessions, and Chuck had also attended a session. A draft document is now available. The core values includes the working waterfront at the very bottom of the list. Patrick-Joling plans on submitting comments, and she encouraged the Commissioners and Bretz to review the draft and submit comments to her. Goebel said this will come up for discussion by City Council on November 6<sup>th</sup>.

**X. CALENDAR/FUTURE CONSIDERATIONS**

- 11/3 Fishermen's Appreciation Day
- 11/5 Dia de los Muertos Run
- 11/6 Commercial Fishing Users Group Committee Regular Meeting
- 11/10 Veteran's Day - Office Closed
- 11/23 Newport Turkey Trot
- 11/23 - 11/24 Thanksgiving Holiday – Office Closed
- 12/8 Port Holiday Party
- 12/19 Regular Commission Meeting
- 12/25 Christmas Day – Office Closed

There were no changes to the Calendar/Future Considerations. The next Regular Commission Meeting will be held on November 28, 2017.

**XI. PUBLIC COMMENT**

Goebel asked that page numbers be included on the agenda; Hewitt advised that page numbers were added to the agenda included with the Meeting Packet.

**XII. ADJOURNMENT**

Having no further business, the meeting adjourned at 8:00 pm.

ATTESTED:

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Patricia Patrick-Joling, President

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Stewart Lamerdin, Secretary/Treasurer

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# Port of Newport - General Operating Fund

## Balance Sheet

As of October 31, 2017

	Oct 31, 17	Oct 31, 16	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
11000 · Available Cash & Equivalents	2,072,886.07	2,215,783.40	(142,897.33)
11070 · Restricted Cash & Equivalents	721,872.13	357,189.83	364,682.30
<b>Total Checking/Savings</b>	2,794,758.20	2,572,973.23	221,784.97
<b>Accounts Receivable</b>			
11200 · Accounts Receivable	396,633.32	528,171.80	(131,538.48)
<b>Total Accounts Receivable</b>	396,633.32	528,171.80	(131,538.48)
<b>Other Current Assets</b>			
11250 · AR Property Tax	10,334.60	10,334.60	0.00
11255 · Allow for Bad Debt - CM	(20,000.00)	(20,000.00)	0.00
11260 · Allow for Bad Debt - SB	(10,000.00)	(10,000.00)	0.00
11270 · Undeposited Funds	6,195.15	4,208.38	1,986.77
11300 · Prepaid Expenses	71,886.94	50,693.00	21,193.94
11400 · Due from Other Funds	30,731.18	26,325.74	4,405.44
11480 · PERS - NPA(L)	(163,496.00)	(163,496.00)	0.00
11485 · PERS - Deferred OF	17,803.00	17,803.00	0.00
<b>Total Other Current Assets</b>	(56,545.13)	(84,131.28)	27,586.15
<b>Total Current Assets</b>	3,134,846.39	3,017,013.75	117,832.64
<b>Fixed Assets</b>			
11500 · Capital Assets	80,525,303.51	82,607,341.77	(2,082,038.26)
<b>Total Fixed Assets</b>	80,525,303.51	82,607,341.77	(2,082,038.26)
<b>TOTAL ASSETS</b>	<b>83,660,149.90</b>	<b>85,624,355.52</b>	<b>(1,964,205.62)</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
12000 · Accounts Payable	432,235.33	177,164.28	255,071.05
<b>Total Accounts Payable</b>	432,235.33	177,164.28	255,071.05
<b>Other Current Liabilities</b>			
12020 · Lodging/Room Tax Payable	945.01	0.00	945.01
12100 · Payroll Liabilities	43,693.55	25,579.69	18,113.86
12200 · Due to other Funds	37,048.13	87,665.23	(50,617.10)
12250 · Deferred Revenue	171,708.87	144,409.51	27,299.36
12300 · Accrued Interest Payable	9,833.12	6,209.00	3,624.12
12350 · Current Portion-Long Term Debt	458,179.00	406,827.00	51,352.00
<b>Total Other Current Liabilities</b>	721,407.68	670,690.43	50,717.25
<b>Total Current Liabilities</b>	1,153,643.01	847,854.71	305,788.30
<b>Long Term Liabilities</b>			
2013 FF&C Bond Premium	105,116.75	105,116.75	0.00
12400 · Long Term Debt	7,578,221.78	7,726,954.74	(148,732.96)
12900 · PERS - Deferred IF	151,722.00	151,722.00	0.00
<b>Total Long Term Liabilities</b>	7,835,060.53	7,983,793.49	(148,732.96)
<b>Total Liabilities</b>	8,988,703.54	8,831,648.20	157,055.34

# Port of Newport - General Operating Fund

## Balance Sheet

As of October 31, 2017

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	<u>Oct 31, 17</u>	<u>Oct 31, 16</u>	<u>\$ Change</u>
<b>Equity</b>			
13000 · Fund Balance	67,111,271.80	69,114,539.32	(2,003,267.52)
13050 · FB - Contributed Capital	7,130,788.00	7,130,788.00	0.00
13730 · FB - GAAP-Pension Expense	0.00	(1.00)	1.00
Net Income	<u>429,386.56</u>	<u>547,381.00</u>	<u>(117,994.44)</u>
Total Equity	<u>74,671,446.36</u>	<u>76,792,707.32</u>	<u>(2,121,260.96)</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>83,660,149.90</b></u>	<u><b>85,624,355.52</b></u>	<u><b>(1,964,205.62)</b></u>

**Port of Newport - General Operating Fund**  
**Profit & Loss Budget vs. Actual**  
 July through October 2017

	Jul - Oct 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14000 · Lease Revenues	228,764.49	665,178.00	(436,413.51)	34.4%
14100 · Moorage	546,946.84	1,274,000.00	(727,053.16)	42.9%
14200 · Hoist Dock & Services	202,630.56	615,000.00	(412,369.44)	32.9%
14300 · Shipping Terminal Revenues	5,009.44	10,000.00	(4,990.56)	50.1%
14400 · RV Parks	499,146.90	830,000.00	(330,853.10)	60.1%
14500 · Launch Ramp & Trailer Storage	38,700.50	70,000.00	(31,299.50)	55.3%
14600 · Miscellaneous Revenue	33,076.19	58,000.00	(24,923.81)	57.0%
<b>Total Income</b>	<u>1,554,274.92</u>	<u>3,522,178.00</u>	<u>(1,967,903.08)</u>	<u>44.1%</u>
<b>Gross Profit</b>	1,554,274.92	3,522,178.00	(1,967,903.08)	44.1%
<b>Expense</b>				
15000 · Personnel Services	361,810.09	1,349,370.00	(987,559.91)	26.8%
16000 · Materials & Services	464,648.61	1,626,550.00	(1,161,901.39)	28.6%
17000 · Debt Service	304,761.76	732,680.00	(427,918.24)	41.6%
<b>Total Expense</b>	<u>1,131,220.46</u>	<u>3,708,600.00</u>	<u>(2,577,379.54)</u>	<u>30.5%</u>
<b>Net Ordinary Income</b>	423,054.46	(186,422.00)	609,476.46	(226.9)%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
18100 · Property Tax Revenue	5,410.24	98,500.00	(93,089.76)	5.5%
18200 · Interest Income	2,739.69	5,000.00	(2,260.31)	54.8%
18300 · Grants	0.00	122,500.00	(122,500.00)	0.0%
18400 · Loan Proceeds	0.00	96,000.00	(96,000.00)	0.0%
18600 · Gain/(Loss) on Sale of Assets	(7,345.91)	0.00	(7,345.91)	100.0%
18700 · Property & Dredge Sales	(2,666.00)	2,000.00	(4,666.00)	(133.3)%
18800 · Miscellaneous - Non-operating	8,194.08			
<b>Total Other Income</b>	<u>6,332.10</u>	<u>324,000.00</u>	<u>(317,667.90)</u>	<u>2.0%</u>
<b>Other Expense</b>				
19000 · Capital Outlay	0.00	197,900.00	(197,900.00)	0.0%
19600 · Contingency	0.00	100,000.00	(100,000.00)	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	(160,000.00)	0.0%
<b>Total Other Expense</b>	<u>0.00</u>	<u>457,900.00</u>	<u>(457,900.00)</u>	<u>0.0%</u>
<b>Net Other Income</b>	6,332.10	(133,900.00)	140,232.10	(4.7)%
<b>Net Income</b>	<u><b>429,386.56</b></u>	<u><b>(320,322.00)</b></u>	<u><b>749,708.56</b></u>	<u><b>(134.0)%</b></u>

## Port of Newport - General Operating Fund

### Profit & Loss Budget vs. Actual - Admin

July through October 2017

	Jul - Oct 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14000 · Lease Revenues	228,764.49	665,178.00	(436,413.51)	34.4%
14100 · Moorage	672.00	0.00	672.00	100.0%
14200 · Hoist Dock & Services	1,832.00	0.00	1,832.00	100.0%
14600 · Miscellaneous Revenue	1,004.00	0.00	1,004.00	100.0%
<b>Total Income</b>	232,272.49	665,178.00	(432,905.51)	34.9%
<b>Gross Profit</b>	232,272.49	665,178.00	(432,905.51)	34.9%
<b>Expense</b>				
15000 · Personnel Services	146,638.14	539,210.00	(392,571.86)	27.2%
16000 · Materials & Services	122,844.30	452,000.00	(329,155.70)	27.2%
17000 · Debt Service	14,446.48	47,802.00	(33,355.52)	30.2%
<b>Total Expense</b>	283,928.92	1,039,012.00	(755,083.08)	27.3%
<b>Net Ordinary Income</b>	(51,656.43)	(373,834.00)	322,177.57	13.8%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
18100 · Property Tax Revenue	5,410.24	98,500.00	(93,089.76)	5.5%
18200 · Interest Income	2,739.69	5,000.00	(2,260.31)	54.8%
18300 · Grants	0.00	122,500.00	(122,500.00)	0.0%
18600 · Gain/(Loss) on Sale of Assets	(7,345.91)	0.00	(7,345.91)	100.0%
18800 · Miscellaneous - Non-operating	8,194.08			
<b>Total Other Income</b>	8,998.10	226,000.00	(217,001.90)	4.0%
<b>Other Expense</b>				
19000 · Capital Outlay	0.00	75,000.00	(75,000.00)	0.0%
19600 · Contingency	0.00	100,000.00	(100,000.00)	0.0%
19700 · Transfers Out to Other Funds	0.00	160,000.00	(160,000.00)	0.0%
<b>Total Other Expense</b>	0.00	335,000.00	(335,000.00)	0.0%
<b>Net Other Income</b>	8,998.10	(109,000.00)	117,998.10	(8.3)%
<b>Net Income</b>	(42,658.33)	(482,834.00)	440,175.67	8.8%

**Port of Newport - General Operating Fund**

**Profit & Loss Budget vs. Actual - NIT**

July through October 2017

	<u>Jul - Oct 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14100 · Moorage	28,031.60	100,000.00	(71,968.40)	28.0%
14200 · Hoist Dock & Services	108,855.47	278,000.00	(169,144.53)	39.2%
14300 · Shipping Terminal Revenues	5,009.44	10,000.00	(4,990.56)	50.1%
14600 · Miscellaneous Revenue	160.00	0.00	160.00	100.0%
<b>Total Income</b>	<u>142,056.51</u>	<u>388,000.00</u>	<u>(245,943.49)</u>	<u>36.6%</u>
<b>Gross Profit</b>	142,056.51	388,000.00	(245,943.49)	36.6%
<b>Expense</b>				
15000 · Personnel Services	21,011.04	77,575.00	(56,563.96)	27.1%
16000 · Materials & Services	27,277.43	137,400.00	(110,122.57)	19.9%
17000 · Debt Service	107,820.48	452,652.00	(344,831.52)	23.8%
<b>Total Expense</b>	<u>156,108.95</u>	<u>667,627.00</u>	<u>(511,518.05)</u>	<u>23.4%</u>
<b>Net Ordinary Income</b>	(14,052.44)	(279,627.00)	265,574.56	5.0%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
18400 · Loan Proceeds	0.00	60,000.00	(60,000.00)	0.0%
<b>Total Other Income</b>	0.00	60,000.00	(60,000.00)	0.0%
<b>Other Expense</b>				
19000 · Capital Outlay	0.00	66,900.00	(66,900.00)	0.0%
<b>Total Other Expense</b>	0.00	66,900.00	(66,900.00)	0.0%
<b>Net Other Income</b>	0.00	(6,900.00)	6,900.00	0.0%
<b>Net Income</b>	<u>(14,052.44)</u>	<u>(286,527.00)</u>	<u>272,474.56</u>	<u>4.9%</u>

## Port of Newport - General Operating Fund

### Profit & Loss Budget vs. Actual - SB

July through October 2017

	Jul - Oct 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14100 · Moorage	296,316.38	714,000.00	(417,683.62)	41.5%
14200 · Hoist Dock & Services	1,665.92	17,000.00	(15,334.08)	9.8%
14400 · RV Parks	499,146.90	830,000.00	(330,853.10)	60.1%
14500 · Launch Ramp & Trailer Storage	38,690.50	70,000.00	(31,309.50)	55.3%
14600 · Miscellaneous Revenue	30,433.97	54,000.00	(23,566.03)	56.4%
<b>Total Income</b>	<u>866,253.67</u>	<u>1,685,000.00</u>	<u>(818,746.33)</u>	<u>51.4%</u>
<b>Gross Profit</b>	866,253.67	1,685,000.00	(818,746.33)	51.4%
<b>Expense</b>				
15000 · Personnel Services	120,395.33	363,262.00	(242,866.67)	33.1%
16000 · Materials & Services	237,202.08	673,550.00	(436,347.92)	35.2%
17000 · Debt Service	178,857.10	216,321.00	(37,463.90)	82.7%
<b>Total Expense</b>	<u>536,454.51</u>	<u>1,253,133.00</u>	<u>(716,678.49)</u>	<u>42.8%</u>
<b>Net Ordinary Income</b>	329,799.16	431,867.00	(102,067.84)	76.4%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
18700 · Property & Dredge Sales	(2,666.00)	2,000.00	(4,666.00)	(133.3)%
<b>Total Other Income</b>	<u>(2,666.00)</u>	<u>2,000.00</u>	<u>(4,666.00)</u>	<u>(133.3)%</u>
<b>Net Other Income</b>	(2,666.00)	2,000.00	(4,666.00)	(133.3)%
<b>Net Income</b>	<u><u>327,133.16</u></u>	<u><u>433,867.00</u></u>	<u><u>(106,733.84)</u></u>	<u><u>75.4%</u></u>

**Port of Newport - General Operating Fund**

**Profit & Loss Budget vs. Actual - CM**

July through October 2017

	<u>Jul - Oct 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14100 · Moorage	221,926.86	460,000.00	(238,073.14)	48.2%
14200 · Hoist Dock & Services	90,277.17	320,000.00	(229,722.83)	28.2%
14500 · Launch Ramp & Trailer Storage	10.00			
14600 · Miscellaneous Revenue	1,478.22	4,000.00	(2,521.78)	37.0%
<b>Total Income</b>	<u>313,692.25</u>	<u>784,000.00</u>	<u>(470,307.75)</u>	<u>40.0%</u>
<b>Gross Profit</b>	313,692.25	784,000.00	(470,307.75)	40.0%
<b>Expense</b>				
15000 · Personnel Services	73,765.58	255,535.00	(181,769.42)	28.9%
16000 · Materials & Services	77,324.80	357,700.00	(280,375.20)	21.6%
17000 · Debt Service	3,637.70	15,905.00	(12,267.30)	22.9%
<b>Total Expense</b>	<u>154,728.08</u>	<u>629,140.00</u>	<u>(474,411.92)</u>	<u>24.6%</u>
<b>Net Ordinary Income</b>	158,964.17	154,860.00	4,104.17	102.7%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
18400 · Loan Proceeds	0.00	36,000.00	(36,000.00)	0.0%
<b>Total Other Income</b>	0.00	36,000.00	(36,000.00)	0.0%
<b>Other Expense</b>				
19000 · Capital Outlay	0.00	36,000.00	(36,000.00)	0.0%
<b>Total Other Expense</b>	0.00	36,000.00	(36,000.00)	0.0%
<b>Net Other Income</b>	0.00	0.00	0.00	0.0%
<b>Net Income</b>	<u><u>158,964.17</u></u>	<u><u>154,860.00</u></u>	<u><u>4,104.17</u></u>	<u><u>102.7%</u></u>

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

	Oct 31, 17	Oct 31, 16	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
51000 · Cash & Equivalents	5,069,094.42	5,020,846.76	48,247.66
Total Checking/Savings	5,069,094.42	5,020,846.76	48,247.66
Other Current Assets			
51300 · Prepaid Expenses	26,393.51	23,173.66	3,219.85
51400 · Due from Other Funds	0.00	186.25	(186.25)
Total Other Current Assets	26,393.51	23,359.91	3,033.60
Total Current Assets	5,095,487.93	5,044,206.67	51,281.26
<b>TOTAL ASSETS</b>	<b>5,095,487.93</b>	<b>5,044,206.67</b>	<b>51,281.26</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
52000 · Accounts Payable	10,098.93	6,103.58	3,995.35
Total Accounts Payable	10,098.93	6,103.58	3,995.35
Other Current Liabilities			
52110 · Accrued PTO	8,329.67	3,767.16	4,562.51
52200 · Due to Other Funds	6,850.02	4,783.24	2,066.78
52300 · Accrued Interest Payable	462,477.40	476,972.00	(14,494.60)
52350 · Current Portion Long-Term Debt	910,000.00	810,000.00	100,000.00
Total Other Current Liabilities	1,387,657.09	1,295,522.40	92,134.69
Total Current Liabilities	1,397,756.02	1,301,625.98	96,130.04
Long Term Liabilities			
52400 · Long-Term Debt	19,855,587.00	20,725,587.00	(870,000.00)
52800 · Less Current Portion LT Debt	(910,000.00)	(810,000.00)	(100,000.00)
Total Long Term Liabilities	18,945,587.00	19,915,587.00	(970,000.00)
Total Liabilities	20,343,343.02	21,217,212.98	(873,869.96)
Equity			
53000 · Fund Balance	(14521682.95)	(15423252.85)	901,569.90
Net Income	(726,172.14)	(749,753.46)	23,581.32
Total Equity	(15247855.09)	(16173006.31)	925,151.22
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,095,487.93</b>	<b>5,044,206.67</b>	<b>51,281.26</b>



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

	<u>Jul - Sep 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
54000 · Lease Revenue	635,283.66	2,542,000.00	(1,906,716.34)	25.0%
<b>Total Income</b>	635,283.66	2,542,000.00	(1,906,716.34)	25.0%
<b>Expense</b>				
55000 · Personnel Services	16,581.00	82,385.00	(65,804.00)	20.1%
56000 · Materials & Services	73,360.25	366,470.00	(293,109.75)	20.0%
57000 · Debt Service	1,464,966.88	2,001,734.00	(536,767.12)	73.2%
<b>Total Expense</b>	1,554,908.13	2,450,589.00	(895,680.87)	63.5%
<b>Net Ordinary Income</b>	(919,624.47)	91,411.00	(1,011,035.47)	(1,006.0)%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
58200 · Interest Income	2,674.07	10,500.00	(7,825.93)	25.5%
58800 · Miscellaneous Revenue	910.45	0.00	910.45	100.0%
58900 · Transfers In from Other Funds	0.00	500,000.00	(500,000.00)	0.0%
<b>Total Other Income</b>	3,584.52	510,500.00	(506,915.48)	0.7%
<b>Other Expense</b>				
59000 · Capital Outlay	0.00	6,000.00	(6,000.00)	0.0%
59600 · Contingency	0.00	100,000.00	(100,000.00)	0.0%
59700 · Transfers Out to Other Funds	0.00	750,000.00	(750,000.00)	0.0%
<b>Total Other Expense</b>	0.00	856,000.00	(856,000.00)	0.0%
<b>Net Other Income</b>	3,584.52	(345,500.00)	349,084.52	(1.0)%
<b>Net Income</b>	<u>(916,039.95)</u>	<u>(254,089.00)</u>	<u>(661,950.95)</u>	<u>360.5%</u>

**Port of Newport - Facility Maintenance Reserve Fund**

**Balance Sheet**

As of October 31, 2017

	<u>Oct 31, 17</u>	<u>Oct 31, 16</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
31000 · Cash & Cash Equivalents			
31060 · FMR Money Market - Umpqua Bank	72,359.32	73,814.96	(1,455.64)
<b>Total 31000 · Cash &amp; Cash Equivalents</b>	<u>72,359.32</u>	<u>73,814.96</u>	<u>(1,455.64)</u>
<b>Total Checking/Savings</b>	<u>72,359.32</u>	<u>73,814.96</u>	<u>(1,455.64)</u>
<b>Total Current Assets</b>	<u>72,359.32</u>	<u>73,814.96</u>	<u>(1,455.64)</u>
<b>TOTAL ASSETS</b>	<u><b>72,359.32</b></u>	<u><b>73,814.96</b></u>	<u><b>(1,455.64)</b></u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
32000 · Accounts Payable	22,603.31	0.00	22,603.31
<b>Total Accounts Payable</b>	<u>22,603.31</u>	<u>0.00</u>	<u>22,603.31</u>
<b>Total Current Liabilities</b>	<u>22,603.31</u>	<u>0.00</u>	<u>22,603.31</u>
<b>Total Liabilities</b>	22,603.31	0.00	22,603.31
<b>Equity</b>			
33000 · Fund Balance	22,322.76	48,777.66	(26,454.90)
33020 · FB - Assigned for Future Expend	50,000.00	25,000.00	25,000.00
Net Income	(22,566.75)	37.30	(22,604.05)
<b>Total Equity</b>	<u>49,756.01</u>	<u>73,814.96</u>	<u>(24,058.95)</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>72,359.32</b></u>	<u><b>73,814.96</b></u>	<u><b>(1,455.64)</b></u>

# Port of Newport - Construction Fund

## Balance Sheet

As of October 31, 2017

	Oct 31, 17	Oct 31, 16	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
41000 · Cash & Cash Equivalents	51,994.84	63,103.05	(11,108.21)
<b>Total Checking/Savings</b>	51,994.84	63,103.05	(11,108.21)
<b>Total Current Assets</b>	51,994.84	63,103.05	(11,108.21)
<b>TOTAL ASSETS</b>	<b>51,994.84</b>	<b>63,103.05</b>	<b>(11,108.21)</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
42000 · Accounts Payable	2,390.00	0.00	2,390.00
<b>Total Accounts Payable</b>	2,390.00	0.00	2,390.00
<b>Other Current Liabilities</b>			
42200 · Due To Other funds	3,440.42	0.00	3,440.42
<b>Total Other Current Liabilities</b>	3,440.42	0.00	3,440.42
<b>Total Current Liabilities</b>	5,830.42	0.00	5,830.42
<b>Total Liabilities</b>	5,830.42	0.00	5,830.42
<b>Equity</b>			
43000 · Fund Balance	52,839.66	79,229.46	(26,389.80)
Net Income	(6,675.24)	(16,126.41)	9,451.17
<b>Total Equity</b>	46,164.42	63,103.05	(16,938.63)
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>51,994.84</b>	<b>63,103.05</b>	<b>(11,108.21)</b>

# Port of Newport - Bonded Debt Fund

## Balance Sheet

As of October 31, 2017

	<u>Oct 31, 17</u>	<u>Oct 31, 16</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
21000 · Cash & Cash Equivalents	260,944.88	325,830.50	(64,885.62)
<b>Total Checking/Savings</b>	260,944.88	325,830.50	(64,885.62)
<b>Other Current Assets</b>			
21270 · Property Tax Receivable	86,925.12	86,925.12	0.00
21400 · Due from Other Funds	37,048.13	87,478.98	(50,430.85)
<b>Total Other Current Assets</b>	123,973.25	174,404.10	(50,430.85)
<b>Total Current Assets</b>	384,918.13	500,234.60	(115,316.47)
<b>Other Assets</b>			
21800 · Bond Issue costs, net of amort.	4,662.00	4,662.00	0.00
21825 · Advance Refunding Valuation	436,957.00	436,957.00	0.00
<b>Total Other Assets</b>	441,619.00	441,619.00	0.00
<b>TOTAL ASSETS</b>	<b><u>826,537.13</u></b>	<b><u>941,853.60</u></b>	<b><u>(115,316.47)</u></b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Other Current Liabilities</b>			
22350 · Bonds Payable - Current	325,000.00	465,000.00	(140,000.00)
<b>Total Other Current Liabilities</b>	325,000.00	465,000.00	(140,000.00)
<b>Total Current Liabilities</b>	325,000.00	465,000.00	(140,000.00)
<b>Long Term Liabilities</b>			
22505 · 2007 Series Bonds	0.00	124,830.00	(124,830.00)
22510 · 2008 Series Bonds	124,995.00	244,995.00	(120,000.00)
22515 · 2011 Series Bonds	5,093,243.00	5,158,243.00	(65,000.00)
22520 · 2016 Series Bonds	7,455,000.00	7,610,000.00	(155,000.00)
22590 · Bond Premiums	880,746.00	880,746.00	0.00
22800 · Less Current Portion LTD	(325,000.00)	(465,000.00)	140,000.00
<b>Total Long Term Liabilities</b>	13,228,984.00	13,553,814.00	(324,830.00)
<b>Total Liabilities</b>	13,553,984.00	14,018,814.00	(464,830.00)
<b>Equity</b>			
23000 · Fund Balance	(12,777,958.93)	(13,189,865.77)	411,906.84
Net Income	50,512.06	112,905.37	(62,393.31)
<b>Total Equity</b>	(12,727,446.87)	(13,076,960.40)	349,513.53
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>826,537.13</u></b>	<b><u>941,853.60</u></b>	<b><u>(115,316.47)</u></b>

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER  
GS-10P-LOR00129

## PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

**NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 4OR0289, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.**

### A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)  600 S.E. Bay Blvd.  Newport, Oregon  97365-4338	2. LOCATION(S) IN BUILDING Modular Office Building located at Yaquina Port Terminal. See Exhibit A.		
	2a. FLOOR(S)  <u>1</u>	2b. ROOM NUMBER(S)  <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED  STRUCTURED <u>0</u>  SURFACE <u>2</u>  ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW)  STRUCTURED <u>N/A</u> /space  SURFACE <u>N/A</u> /space
	2c. SQ. FT.  RENTABLE <u>230</u>  ABOA <u>200</u>  Common Area Factor  <u>15%</u>	2d. TYPE  <input checked="" type="checkbox"/> GENERAL OFFICE  <input type="checkbox"/> WAREHOUSE  <input type="checkbox"/> OTHER (Specify) _____	

### B. TERM

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 5 Years, 5 Years Firm, subject to limited termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be January 1, 2018.

See Schedule A for Termination Rights.

3b. This Lease may be renewed at the option of the Government for a term of 5 YEARS at a negotiated fair market value rental rate(s), provided notice is given to the Lessor at least 60 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

### C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$10,310.49	5b. RATE PER MONTH \$859.21		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. <u>\$10,310.49</u>	6b. <b>N/A</b>	6c. <u>\$TBD</u>
7. OPERATING RENT	7a. <u>N/A</u>	7b. <b>N/A</b>	7b. <b>N/A</b>
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>N/A</u>	8b. <b>N/A</b>	8c. <b>N/A</b>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>N/A</u>	9b. <b>N/A</b>	9c. <b>N/A</b>
10. TOTAL RENT	10a. <u>\$10,310.49</u>	10b. <u>N/A</u>	10c. <u>\$TBD</u>
11. TENANT IMPROVEMENT COSTS <u>N/A</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>N/A</u>		
13. HVAC OVERTIME RATE PER HOUR <u>N/A</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>N/A</u>		

**D. OWNER IDENTIFICATION AND CERTIFICATION**

**15. RECORDED OWNER**

15a. Name Port of Newport		15b. DUNS Number 053032165	
15c. Address 600 S.E. Bay Blvd.	15d. City Newport	15e. State Oregon	15f. ZIP + 4 97365-4338

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

**17. OFFEROR'S INTEREST IN PROPERTY**

OWNER  AUTHORIZED AGENT  OTHER (Specify)

**18. OFFEROR  Check if same as Recorded Owner**

18a. NAME	18b. ADDRESS	18c. CITY	18d. STATE	18e. ZIP + 4
18f. Title		18g. E-mail address		18h. Telephone Number

18i. OFFEROR'S SIGNATURE

18j. DATE SIGNED

**PART II - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property \$150,000 or Less), and (g) the following building improvements, changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction PreAward Commitment (if applicable)):

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.**

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) Eric Shreves	3b. SIGNATURE OF LEASE CONTRACTING OFFICER	3c. DATE
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3a. TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in parts, at any time effective after a new replacing lease is negotiated and executed for an alternate location on the Port property acceptable to the Government. The effective date of the termination shall be the day prior to the commencement of the new-replacing lease term. No rental shall accrue after the effective date of termination.

**TABLE OF CONTENTS – SUPPLEMENTAL LEASE REQUIREMENTS**

**SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS.....2**

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015) .....2

1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015) .....2

1.03 AUTHORIZED REPRESENTATIVES (OCT 2016).....2

1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) ..... 3

1.05 WAIVER OF RESTORATION (OCT 2016) ..... 3

1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016) .....3

1.07 ASBESTOS (SMALL) (SEP 2015).....3

**SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS.....4**

2.01 WORK PERFORMANCE (SMALL) (SEP 2015).....4

2.02 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016).....4

2.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015) .....4

2.04 WOOD PRODUCTS (SMALL) (OCT 2016).....4

2.05 ADHESIVES AND SEALANTS (OCT 2016).....4

2.06 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016).....4

2.07 RESPONSIBILITY OF THE LESSOR AND LESSOR’S ARCHITECT/ENGINEER (SMALL) (SEP 2015) .....5

2.08 MEANS OF EGRESS (MAY 2015) .....5

2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013).....5

2.10 FIRE ALARM SYSTEM (SEP 2013) .....5

2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015) .....5

2.12 ELEVATORS (SMALL) (OCT 2016).....6

2.13 DEMOLITION (JUN 2012) .....6

2.14 ACCESSIBILITY (FEB 2007).....6

2.15 CEILINGS (SMALL) (SEP 2015).....6

2.16 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013).....6

2.17 WINDOWS (SMALL) (SEP 2015) .....6

2.18 PARTITIONS: PERMANENT (SMALL) (SEP 2015).....6

2.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) .....6

2.20 PAINTING – SHELL (SMALL) (AUG 2016).....7

2.21 FLOORS AND FLOOR LOAD (AUG 2011).....7

2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015) .....7

2.23 DRINKING FOUNTAINS (OCT 2016) .....7

2.24 RESTROOMS (SMALL) (SEP 2015) .....7

2.25 PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016) .....7

2.26 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016) .....7

2.27 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015).....8

2.28 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012) .....8

2.29 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2016) .....8

2.30 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016).....8

2.31 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015) .....8

**SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES..... 10**

3.01 INTENTIONALLY DELETED ..... 10

3.02 INTENTIONALLY DELETED ..... 10

3.03 INTENTIONALLY DELETED ..... 10

3.04 INTENTIONALLY DELETED ..... 10

3.05 INTENTIONALLY DELETED ..... 10

3.06 INTENTIONALLY DELETED ..... 10

**SECTION 4 TENANT IMPROVEMENT COMPONENTS..... 11**

4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015) ..... 11

4.02 INTENTIONALLY DELETED ..... 11

4.03 INTENTIONALLY DELETED ..... 11

4.04 INTENTIONALLY DELETED ..... 11

4.05 INTENTIONALLY DELETED ..... 11

4.06 INTENTIONALLY DELETED ..... 11

4.07 PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) ..... 11

4.08 INTENTIONALLY DELETED ..... 11

4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (SEP 2015)..... 11

4.10 HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) ..... 12

4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)..... 12

4.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)..... 12

4.13 INTENTIONALLY DELETED ..... 12

4.14 INTENTIONALLY DELETED ..... 12

4.15 INTENTIONALLY DELETED ..... 12



4.16	LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015).....	12
<b>SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM .....</b>		<b>13</b>
5.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012).....	13
5.02	UTILITIES (APR 2011) .....	13
5.03	HEATING AND AIR CONDITIONING (SMALL) (OCT 2016).....	13
5.04	OVERTIME HVAC USAGE (SMALL) (SEP 2016).....	13
5.05	JANITORIAL SERVICES (SMALL) (SEP 2015).....	13
5.06	SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015).....	14
5.07	SELECTION OF PAPER PRODUCTS (APR 2015) .....	14
5.08	MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) .....	14
5.09	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016) .....	14
5.10	RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015).....	15
5.11	INDOOR AIR QUALITY (OCT 2016).....	15
5.12	RADON IN AIR (OCT 2016) .....	15
5.13	RADON IN WATER (JUN 2012) .....	16
5.14	HAZARDOUS MATERIALS (SEP 2013).....	16
5.15	MOLD (SIMPLIFIED) (OCT 2016) .....	16
5.16	OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015) .....	16
<b>SECTION 6 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>17</b>
6.01	SECURITY STANDARDS (SMALL) (SEP 2015).....	17
6.02	MODIFIED LEASE PARAGRAPHS (OCT 2016).....	17

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## SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

D. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

### 1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015)

Public transportation (for example commuter rail, light rail, buses, or subway station) shall be located within the immediate vicinity of the Building, but generally not exceeding **a walkable 2,640 Feet**, as determined by the LCO.

### 1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

**1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

**1.05 WAIVER OF RESTORATION (OCT 2016)**

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

**1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)**

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

**1.07 ASBESTOS (SMALL) (SEP 2015)**

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

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## SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 2.02 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g. Plumbing Fixtures: Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

### 2.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

### 2.04 WOOD PRODUCTS (SMALL) (OCT 2016)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. Refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 2.05 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types [[HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES](http://www.aqmd.gov/home/regulations/compliance/vocs/rules)] as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 2.06 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

**2.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)**

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

**2.08 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**2.10 FIRE ALARM SYSTEM (SEP 2013)**

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

**2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)**

A. The Lessor shall either earn the ENERGY STAR® Label or complete all cost effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

## **2.12 ELEVATORS (SMALL) (OCT 2016)**

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date) Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

## **2.13 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

## **2.14 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

## **2.15 CEILINGS (SMALL) (SEP 2015)**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

Newly installed tiles or panels shall contain recycled content.

## **2.16 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

## **2.17 WINDOWS (SMALL) (SEP 2015)**

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

## **2.18 PARTITIONS: PERMANENT (SMALL) (SEP 2015)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

## **2.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015)**

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

**2.20 PAINTING – SHELL (SMALL) (AUG 2016)**

The Lessor shall bear the expense for all painting associated with the Building shell including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

**2.21 FLOORS AND FLOOR LOAD (AUG 2011)**

- A. All adjoining floor areas shall be of a common level
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)**

- A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**2.23 DRINKING FOUNTAINS (OCT 2016)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

**2.24 RESTROOMS (SMALL) (SEP 2015)**

Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

**2.25 PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016)**

For new installations and whenever plumbing fixtures are being replaced, all fixtures must conform to EPA WaterSense.: Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

**2.26 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (OCT 2016)**

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at <HTTPS://WWW.EPA.GOV/GREEN-BOOK>.

**2.27 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)**

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**2.28 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)**

- A. The Government may elect to contract its own telecommunications service in the Space.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

**2.29 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2016)**

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

- A. INTERIOR FIXTURES: High efficiency light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
- D. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1..
- E. PARKING STRUCTURES: The minimum illuminance level for parking structures is 3 foot-candles as measured on the floor with a uniformity ratio of 10:1.
- F. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

**2.30 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016)**

- A. All safety data sheets (SDS) shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- B. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

**2.31 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)**

- A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance

activities. For Tenant Improvements and other tenant-driven alterations within an existing historic building, that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools>Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

B. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent



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**SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES**

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3.01 INTENTIONALLY DELETED

3.02 INTENTIONALLY DELETED

3.03 INTENTIONALLY DELETED

3.04 INTENTIONALLY DELETED

3.05 INTENTIONALLY DELETED

3.06 INTENTIONALLY DELETED

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## SECTION 4 TENANT IMPROVEMENT COMPONENTS

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### 4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)

- A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease. The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.
- B. INTENTIONALLY DELETED
- C. The Government shall have the right to make lump sum payments for any or all TI work.

### 4.02 INTENTIONALLY DELETED

### 4.03 INTENTIONALLY DELETED

### 4.04 INTENTIONALLY DELETED

### 4.05 INTENTIONALLY DELETED

### 4.06 INTENTIONALLY DELETED

### 4.07 PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### 4.08 INTENTIONALLY DELETED

### 4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (SEP 2015)

- A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content
3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Performance requirements for broadloom and modular tile.
  - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
  - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
  - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
  - d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.
5. Texture Appearance Retention Rating (TARR). Moderate;  $\geq 3.0$  TARR.

**4.10 HEATING AND AIR CONDITIONING (SMALL) (SEP 2015)**

Provide individual thermostat control for office Space Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Portable space heaters are prohibited.

**4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)**

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

**4.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**4.13 INTENTIONALLY DELETED**

**4.14 INTENTIONALLY DELETED**

**4.15 INTENTIONALLY DELETED**

**4.16 LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015)**

FIXTURES: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting: Interior and Parking – Shell (SMALL)" are part of the TIs.

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## SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as **7:30 AM to 5:30 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

**5.02 UTILITIES (APR 2011)**The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. SUB-PARAGRAPH INTENTIONALLY DELETED

### 5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016)

A. Overtime usage services may be ordered by the Government's authorized representative only at the rate prescribed in the Lease.

B. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

### 5.05 JANITORIAL SERVICES (SMALL) (SEP 2015)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Completely sweep and/or vacuum carpets.

F. Twice a year. Wash all interior and exterior windows and other glass surfaces.

G. Every two years. Shampoo carpets in all offices and other non-public areas.

H. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day

I. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

**5.06 SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015)**

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

**5.07 SELECTION OF PAPER PRODUCTS (APR 2015)**

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

**5.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)**

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

**5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

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

#### **5.10 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)**

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

#### **5.11 INDOOR AIR QUALITY (OCT 2016)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

#### **5.12 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <HTTPS://WWW.EPA.GOV/RADON>.

**5.13 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**5.14 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**5.15 MOLD (SIMPLIFIED) (OCT 2016)**

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

**5.16 OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015)**

The Lessor is required to cooperate, participate and comply with the development and implementation, and any subsequent revisions of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan.

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**SECTION 6    ADDITIONAL TERMS AND CONDITIONS**

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**6.01                    SECURITY STANDARDS (SMALL) (SEP 2015)**

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

**6.02                    MODIFIED LEASE PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this Lease:

None



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## **SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I**

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**THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.**

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### **DEFINITIONS:**

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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## **FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**

### **FACILITY ENTRANCES AND LOBBY**

#### **EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)**

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

### **COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**

#### **PUBLIC RESTROOM ACCESS**

The Government reserves the right to control access to public restrooms located within the Space.

#### **SECURING CRITICAL AREAS**

The Lessor shall secure areas designated as Critical Areas to restrict access:

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC plans and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

C. At a minimum, Lessor shall secure building mechanical and janitorial areas including sprinkler rooms, electrical closets, telecommunications rooms and janitor closets.

### **VISITOR ACCESS CONTROL**

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

## **INTERIOR (GOVERNMENT SPACE)**

### **DESIGNATED ENTRANCES**

The Government shall have a designated main entrance.

### **IDENTITY VERIFICATION**

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

### **FORMAL KEY CONTROL PROGRAM**

The Government reserves the right to implement a formal key control program. The lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

## **SITES**

### **SIGNAGE**

#### **POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

### **POSTING OF REGULATORY SIGNAGE**

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

### **LANDSCAPING**

#### **LANDSCAPING REQUIREMENTS**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

#### **CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

### **SECURITY SYSTEMS**

No requirements

### **STRUCTURE**

Lessor shall provide written emergency shutdown procedures for air handlers.

### **OPERATIONS AND ADMINISTRATION**

#### **LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

#### **ACCESS TO BUILDING INFORMATION**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

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## GENERAL CLAUSES

### (Acquisition of Leasehold Interests in Real Property for Small Leases)

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**1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)**

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**2.** If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

**3.** The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

**4. DEFAULT BY LESSOR (APR 2012)**

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
- (3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

## 5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

## 6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
  - 1. An adjustment of the delivery date;
  - 2. An equitable adjustment in the rental rate; or
  - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to

agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

## 7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

## 8. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

## 9. The following clauses are incorporated by reference:

- FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.215-10 is applicable.)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015) (Applicable to Leases over \$700,000 total contract value.)
- FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$700,000 total contract value.)
- FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013) (Applicable to leases exceeding the micro-purchase threshold)

- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)  
(Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)  
(Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)  
(Applicable to leases \$150,000 or more, total contract value.)
- FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
(Applicable to leases over the micro-purchase threshold.)
- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.233-1 DISPUTES (MAY 2014)
- GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)
- GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005) Alternate I (SEP 1999)  
(Applicable to leases over \$700,000 total contract value.)
- GSAR 552.270-12 ALTERATIONS (SEP 1999)
- GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
- GSAR 552.270 20 PAYMENT (SEP 1999)
- GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)
- GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
- GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.





November 15, 2017

Bobbi Price  
Greater Newport Chamber of Commerce  
555 SW Coast Highway  
Newport OR 97365

Subject: 2018 Seafood & Wine Festival Permission

Dear Bobbi,

This letter grants the Greater Newport Chamber of Commerce permission to use Port property at the Port of Newport Marina & RV Park in South Beach for the 2018 Seafood & Wine Festival, in accordance with the agreement dated November 30, 2011. As in previous years, this will include property for placing the main activity tent and all ancillary tents and parking. Please provide us with a current site use plan, and an Insurance Certificate for General Liability naming the Port as an additional insured for an amount not less than \$2MM. The Chamber fee for this year will be \$5,640.66 in keeping with the Consumer Price Index, Portland, Oregon. In addition, there will be a refundable clean-up deposit of \$1,000.00.

It is our understanding that set up will begin on Tuesday, January 30, 2018, and removal of the tent will start on Tuesday, February 27, 2018 and be completed by Friday, March 2, 2018. As a reminder, our agreement calls for, in part, that you will “quit and deliver up said premises and all future erections or additions to or upon the same” in a condition “the same as are now in, or such better condition as the premises hereafter may be put in”. In addition, you agree to pay “all reasonable costs (of) . . . any cleanup, or repair to the premises.” As discussed at the meeting, all curbs will be installed with an underlay, and Chris Urbach will approve the type paint to be used on the parking lot.

We look forward to another successful event. And if you need anything further, please do not hesitate to contact me.

Sincerely,

Aaron Bretz  
General Manager Pro Tem

C: Chris Urbach, South Beach Marina Harbormaster  
Mike Goff, TCB Security



**From:** [Richard Stellner](#)  
**To:** [Karen Hewitt](#); [Aaron Bretz](#); [Patricia Patrick-Joling](#)  
**Subject:** recruitment update, Nov 20  
**Date:** Tuesday, November 21, 2017 1:21:38 PM

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Hi All,

For next week's Commission meeting, please share that as of the end of November 20, we have 23 applicants. Two have presented documentation which qualifies them for Veterans Preference. I am reaching out to each individually to request they complete the Port's employment application. I anticipate more new candidates to apply.

We are advertising the position in:

American Association of Port Authorities \*  
Indeed \*  
Newport News-Times  
Oregon Workforce Development  
Special Districts of Oregon  
Oregon Public Ports Association  
Pacific Northwest Waterways Association  
NW Marine Trade Association  
Oregon Cascades Western Council of Governments

\* most candidates responding through these sites.

Please feel free to reach out to me with any questions or thoughts. Have a great Thanksgiving!

Richard



**From:** [Aaron Bretz](#)  
**To:** [Karen Hewitt](#)  
**Subject:** FW: Shipping  
**Date:** Friday, November 17, 2017 8:55:36 AM

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Karen, please include this email in the meeting packet material (correspondence).

Aaron

**From:** Kevin Mannix [mailto:kevin@oregonshippinggroup.com]  
**Sent:** Monday, October 30, 2017 10:16 AM  
**To:** Aaron Bretz <abretz@portofnewport.com>  
**Subject:** Shipping

Dear Aaron:

This is a follow-up to our meeting last month. The Oregon Shipping Group is continuing to look at prospects for developing a shipping system where the Port of Newport could handle small container ships, using the improved highway. Small container ships may only need to deliver and receive 250 40-foot containers to have a viable business. But we need to have a focal point in the Willamette Valley to deliver consistent container volume to a given port.

This is where our efforts to establish a Mid-Willamette Valley intermodal facility come into play. Such a facility should be able to establish transportation systems supporting commercial shipping through four key Oregon ports. The Oregon Shipping Group is putting together a proposal to ODOT as to the Mid-Willamette Valley intermodal facility project. We will want to show that we are in conversation with key transportation entities. I ask that you consider sending us a letter along the following lines, which we could submit to ODOT as part of our application.

Kevin Mannix and Connor Harrington, representing the Oregon Shipping Group, have met with me in regard to transportation issues affecting the Port of Newport. I support efforts to establish an intermodal facility in the Mid-Willamette Valley. Such a facility should be a focal point for container shipping throughout the Northwest, and may provide an opportunity for the Port of Newport to establish a small container shipping operation which does not conflict with our commercial fishing fleet operations.

The above is simply a suggested draft. We are not asking the Port of Newport to take an official position on a particular intermodal project or site. But we do want to demonstrate that we are interacting with the Port of Newport and that such a project could be a benefit to the port.

Please let me know your thoughts on this matter.

Best regards,  
Kevin Mannix

--  
Kevin L. Mannix  
Director

Oregon Shipping Group  
Email: [kevin@oregonshippinggroup.com](mailto:kevin@oregonshippinggroup.com)  
Phone: 503-364-1913  
Website: [www.oregonshippinggroup.com](http://www.oregonshippinggroup.com)



## HOW DOES YOUR DISTRICT BOARD MEASURE UP?

Your district board has been entrusted with a vital public responsibility – to effectively manage the many risks that are involved with the operation of your special district.

Dedicated board members have reasons to be concerned about how well they are performing as risk managers.

SDIS shares those concerns and provides programs and consulting services designed to help member districts monitor and improve their risk management capabilities. The Board Practices Assessment (BPA) is a new consulting tool we are offering to show district boards how they rate in six key areas of risk management.

The BPA reveals how a board performs in such areas as communications, customer relations, personnel, operations, etc. Results of the BPA underscore the significant link between a board's performance and their district's risk management experience. Simply put, good board practices lead to sound risk management.



### Special District Board Practices Assessment

**George Dunkel**  
CONSULTING SERVICES  
ADMINISTRATOR

PO Box 12613  
Salem OR 97309-0613

E-MAIL: [gdunkel@sdao.com](mailto:gdunkel@sdao.com)

TOLL-FREE: 800-285-5461

PHONE: 503-371-8667

CELL: 503-701-7774



## Special District Board Practices Assessment

*Helping members effectively manage risks involved with the operation of special districts*

## BOARD PRACTICES ASSESSMENT

### Frequently Asked Questions

**Q: What is the purpose of the Board Practices Assessment (BPA)?**

A: The BPA provides a format for a facilitated discussion among board members about their governance practices and how well they “measure up”. By assessing its strengths and weaknesses in key performance areas, the board can discover ways to improve the district’s outcomes.

**Q: What does the BPA cover?**

A: The BPA assesses board practices in six key performance areas that often determine whether the district will successfully achieve its outcomes. The practices involve regulatory, fiscal, customer service, personnel, and general management responsibilities that are necessary components of being a special district board.

**Q: Why does the BPA require a facilitated discussion?**

A: Individual board members often have different perspectives and levels of expertise. A facilitated discussion draws on the insight and knowledge of all members for a consensus-based understanding and analysis of their board’s governance practices.

**Q: SDIS has a Best Practices checklist; why offer another tool?**

A: SDIS uses the checklist to encourage and document compliance with industry-wide

best practices. Compliance is assessed on the basis of simple yes/no responses that are often provided by a board representative who may not be as well-informed or insightful as the full board. The BPA is designed to reflect a consensus of the views and expertise of all board members to produce a more comprehensive assessment.

**Q: Our district seems to be functioning pretty well; how would we benefit from using the BPA?**

A: Boards generally believe they are functioning pretty well and in fact, they probably are. But how do they know? What do they use as indicators of “functioning well” and are those the right indicators? Sometimes it takes a serious setback to prompt a board to improve its practices, after the damage has been done. The BPA offers the advantage of foresight by enabling a board to identify weaknesses in its governance practices that can be corrected before they lead to failure.

**Q: After our board completes the BPA, then what?**

A: With a consensus-based assessment, a board is well-positioned to determine the actions needed to fortify strengths and correct weaknesses in its practices. The actions may be relatively easy to implement, such as adopting a new policy or training for new skills. Or the actions may be more involved – for example, restructuring the organization or improving the budgeting process. In either case, actions implemented will be based on relevant information and thoughtful analysis as a result of completing the BPA.

SDIS is offering the BPA to member districts as an option for earning insurance contribution discounts and including it in their eight hours of free consulting time. District boards that complete the BPA will be awarded a 2% discount credit the following year on their SDIS property/casualty contributions.

To schedule the BPA for your board or for more information, contact Consulting Services Administrator George Dunkel at 503-906-7241 (office), 503-369-2050 (cell), or [gdunkel@sdao.com](mailto:gdunkel@sdao.com).

### Districts That Have Completed the BPA

Bend Metro Park & Recreation District  
Black Butte Ranch Service District  
Charleston Sanitary District  
Crook County Fire and Rescue  
Fairview RFPD  
Gaston RFPD  
Helix RFPD  
Jackson County Fire District 3  
Klamath 9-1-1 Communications District  
Lakeside Water District  
Nestucca RFPD  
Netarts Water District  
Oak Lodge Water District  
Polk SWCD  
Port of Newport  
Port of St. Helens  
Port of Tillamook Bay  
Port of Umpqua  
Rogue Valley Sewer Services  
Seal Rock RFPD  
Sherman County Health District  
Silver Falls Library District  
Springfield Utility Board  
Sunset Empire Transportation District  
Tualatin Valley Water District  
West Umatilla Mosquito Control District





**Operating Fund**

**October 19, 2017 through November 15, 2017**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
10/19/2017	39455	Sea Lion II - 239745	Refund of moorage	838.84
11/08/2017	39456	Employee	Mid-month draw	1,000.00
11/08/2017	39457	Advanced Remediation Technologies	Update stormwater pollution control plan - NIT	1,160.00
11/08/2017	39458	Alsco	Floor mats and towel rental	247.96
11/08/2017	39459	Employee	Mid-month draw	650.00
11/08/2017	39460	Barrelhead Supply	SB restrooms - men's marina siding, south doors	2,658.44
11/08/2017	39461	Employee	Mid-month draw	450.00
11/08/2017	39462	Cardinal Services	Temp services	3,002.62
11/08/2017	39463	CFO Selections	Professional services	371.25
11/08/2017	39464	Chase - Visa	Holiday gift cards, operating and office supplies, holiday party décor, meeting expenses, IT expenses	3,145.52
11/08/2017	39465	Employee	Mid-month draw	500.00
11/08/2017	39466	City of Newport Room Tax	Transient room tax - October 2017	4,860.92
11/08/2017	39467	City of Newport Water/Sewer	Water	420.15
11/08/2017	39468	Coastal Paper & Supply	Paper products and cleaning supplies	3,407.46
11/08/2017	39469	Copeland Lumber Yards	Handheld torch and operating supplies	229.09
11/08/2017	39470	Employee	Mid-month draw	500.00
11/08/2017	39471	Department of Environmental Quality	Air quality annual permit - SB	144.00
11/08/2017	39472	Design Space	Modular office rental	217.00
11/08/2017	39473	Direct TV	Cable - RV parks	1,310.34
11/08/2017	39474	Employee	Mid-month draw and reimbursement	701.65
11/08/2017	39475	Englund Marine Supply	Rain gear and operating supplies	647.82
11/08/2017	39476	Employee	Mid-month draw	300.00
11/08/2017	39477	Fastenal Company	Operating supplies	35.19
11/08/2017	39478	Employee	Mid-month draw	475.00
11/08/2017	39479	G & K Floors	Janitorial services	2,200.00
11/08/2017	39480	Global Equipment Company	Heaters for shop - CM	478.90
11/08/2017	39481	Newport Rental Service	Mower rental and delivery	91.50
11/08/2017	39482	NW Natural	Natural gas	134.38
11/08/2017	39483	OBEC Consulting Engineers	PD5 pier approach project engineering	20,531.31
11/08/2017	39484	Void	Void	0.00
11/08/2017	39485	Pacific Habitat Services	Environmental consulting for NIT dredging	1,997.00
11/08/2017	39486	Pioneer Printing	RV Park dropbox envelopes	447.35
11/08/2017	39487	Pioneer Telephone Cooperative	Telephone	227.15



**Operating Fund**

**October 19, 2017 through November 15, 2017**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
11/08/2017	39488	Platt	Electrical supplies	224.29
11/08/2017	39489	Portland Bolt & Manufacturing	Maintenance supplies	464.00
11/08/2017	39490	Pro-Training	Employee crane certification training	450.00
11/08/2017	39491	Employee	Mid-month draw	650.00
11/08/2017	39492	Richard Stellner	Human resource management consulting	2,398.45
11/08/2017	39493	Sherwin-Williams	Paint supplies	176.67
11/08/2017	39494	Special Districts Association of Oregon	SDAO membership, OPPA annual dues, training	10,841.52
11/08/2017	39495	T & L Septic Tank Service	Chemical toilet rental	516.00
11/08/2017	39496	TCB Security Services	Monthly security contract	6,516.00
11/08/2017	39497	TWGW Inc NAPA Auto Parts	Equipment repair supplies	133.86
11/08/2017	39498	Verizon Wireless	Port cell phones	304.94
11/08/2017	39499	Voya (State of Oregon Plan)	Monthly employee contributions	50.00
11/08/2017	39500	Yaquina Bay Communications	Advertising	150.00
			<b>Total</b>	<b>76,256.57</b>



**NOAA Fund**

**October 19, 2017 through November 15, 2017**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
11/08/2017	13255	Central Coast Excavating	Clean storm water catch basins at site and wharf	1,096.00
11/08/2017	13256	Chase-Visa	Furnace air filters, operating supplies, holiday gift card	1,064.05
11/08/2017	13257	Coastal Paper & Supply	Cleaning supplies	95.00
11/08/2017	13258	Coastal Refrigeration Heating & AC	Annual service inspection and maintenance	2,200.00
11/08/2017	13259	Fastenal Company	Hardware	9.45
11/08/2017	13260	Northwest Fire Suppression	Annual inspection, repair, and modification	1,807.00
11/08/2017	13261	Pioneer Telephone Cooperative	Telephone	240.62
11/08/2017	13262	Platt	Electrical supplies	108.83
11/08/2017	13263	Special Districts Association of Oregon	SDAO membership and OPPA annual dues	3,421.45
11/08/2017	13264	TCB Security Services	Elevator phone monitoring	20.00
11/08/2017	13265	TWGW NAPA Auto Parts	HVAC maintenance supplies	135.73
11/08/2017	13266	Ultimate Pest Control	Pest control	135.00
11/08/2017	13267	Verizon Wireless	Phone charges and mifi	26.42
<b>Total</b>				<b>10,359.55</b>





## NEW BUSINESS AGENDA ITEM

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**DATE:** November 21, 2017  
**RE:** NOAA Moorage  
**TO:** Port of Newport Board of Commissioners  
**ISSUED BY:** Aaron Bretz – General Manager ProTem/Director of Operations

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### **BACKGROUND**

In the past couple years, NOAA has come to invite other ships (from other organizations such as the University of Alaska, etc) to moor for what amounts to lengthy periods at the NOAA pier. These ships have been mooring there free of charge. Jim Durkee has reported the vessels at the pier, but the Port has not developed a stance on the use of the pier by vessels other than NOAA ships. This arose because the use has incrementally increased, and the use is now at the point where it is significant.

The Commanding Officer at NOAA raised our attention to the issue, and has requested that we address usage of the pier in a lease amendment.

If these ships were not mooring at NOAA for free, the alternative would be to moor at the International Terminal.

If we decide to allow the vessels to moor at the NOAA pier, we need to establish a rate and require insurance commensurate with vessels of that type and size.

The current lease with NOAA only references the original solicitation for offers (SFO) regarding details about usage at the pier. In general, usage has not been carefully spelled out in the lease other than the following two points (found in the solicitation for offers):

- 1.2.C.6: NOAA must be the sole occupant of the pier to avoid conflicts with other vessels
- 1.2.C.7: The offered piers must be managed solely by NOAA

This SFO was signed and initialed by Port representatives and by representatives of the federal government.

I believe that the Port entered into the lease with the understanding in general that NOAA would be the sole occupant of the pier, but that they would also have direct control over the pier (for security purposes and ease of operations).

### **ISSUES TO ADDRESS:**

Whether or not the Port wants to have other vessels mooring at NOAA or if we would rather send them to the Terminal?

If it's acceptable to the Port to have other vessels moor at NOAA, should there be a moorage fee; if so, what rate?

If it's acceptable to the Port to have other vessels moor at NOAA, should we require proof of insurance?

**RECOMMENDATION:**

I recommend a motion authorizing an amendment to the NOAA lease that would allow vessels to moor there in a limited fashion with a moorage rate that will cover the Port's cost of maintenance, and requires adequate liability insurance. *(In accordance with the preciously agreed upon SFO, NOAA needs to maintain operational control of the pier.)*

-###-



## **FINANCE DEPARTMENT MONTHLY REPORT**

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**DATE:** 11/21/2017  
**PERIOD:** October 1 to October 31, 2017  
**TO:** Port of Newport Board of Commissioners  
**ISSUED BY:** Accounting Staff

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### **OVERVIEW**

Financial statements as of October 31, 2017 have been included in the meeting packet.

Revenue for the first four months of this fiscal year increased by 7% over the same period in the prior fiscal year. Below is a comparison:

	<u>2017</u>	<u>2016</u>
South Beach Marina and RV Parks	\$ 866,254	\$ 803,185
Commercial Marina	313,692	287,414
Administration and Leases	232,272	214,334
International Terminal	<u>142,057</u>	<u>147,135</u>
Total	<u>\$ 1,554,275</u>	<u>\$ 1,452,068</u>

A summary of activity and the occupancy report for the South Beach Marina and RV Parks for October 2017 have been included in the meeting packet.





## October 2017 Occupancy Report

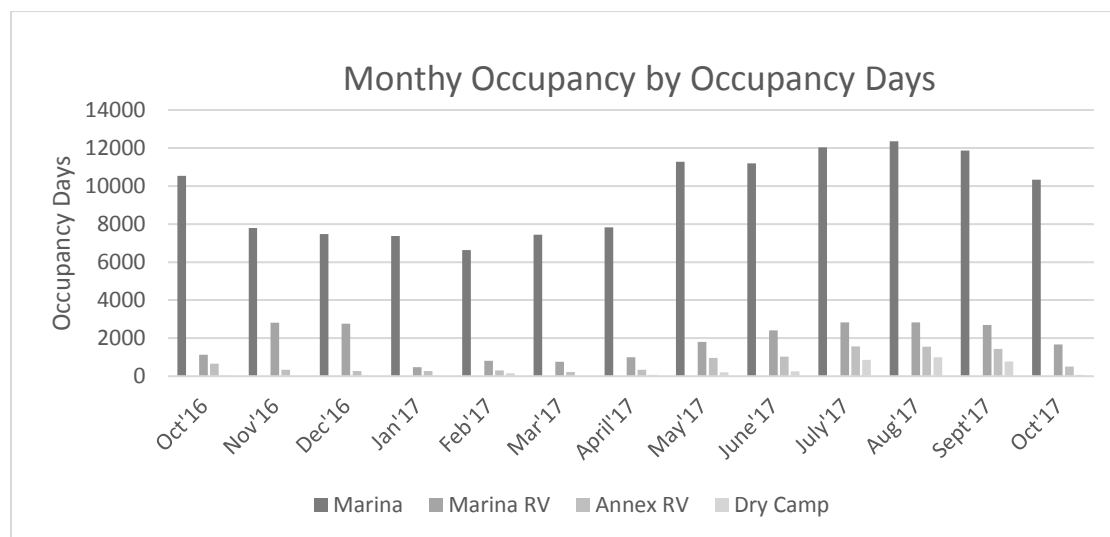
To: Port of Newport Commissioners

From: Bill Hewitt, South Beach Marina and RV Parks Manager

The revenue numbers for October were mixed for the South Beach operation. The South Beach Marina was down slightly as most semi-annual moorages end in October. We have had some annual moorage holders change to semi-annual due to the recent price increase. The loss of these annuals to semi-annuals will affect our marina winter numbers negatively. The Annex RV Park was down slightly from October 2016. The Annex is down due to our policy of running background checks on all monthly rentals. We are being much more careful in who we are allowing to rent from us due to payment problems that we have had in the past. The Marina RV Park and dry camping were ahead of October 2016 numbers. Our numbers year to date are ahead of last year's numbers in all four categories. We currently have some winter specials in the RV parks that will hopefully help our winter month numbers.

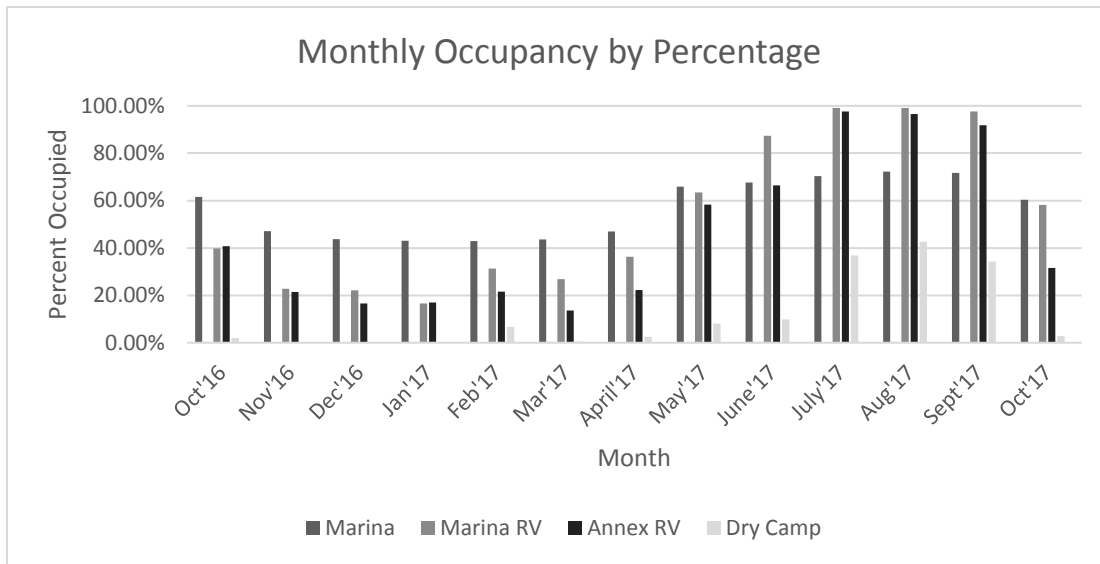
### OCCUPANCY DAYS MONTH & TYD

Oct'17	2016	2017	Change	YTD 2016	YTD 2017	Change
<b>Marina</b>	10540	10336	-1.94%	96633	98284	1.71%
<b>MarinaRV</b>	1134	1661	46.47%	16215	17271	6.51%
<b>AnnexRV</b>	657	509	-22.53%	8035	8212	2.20%
<b>Dry Camp</b>	<b>45</b>	<b>66</b>	46.67%	<b>2122</b>	<b>3411</b>	60.74%



**OCCUPANCY PERCENT MONTH & TYD**

Oct'17	2016	2017	Change	YTD 2016	YTD 2017	Change
Marina	61.59%	60.40%	-1.19%	57.40%	58.57%	1.17%
Marina RV	39.76%	58.23%	18.47%	57.78%	61.75%	3.97%
Annex RV	40.76%	31.57%	-9.19%	50.66%	51.94%	1.28%
Dry Camp	<b>1.93%</b>	<b>2.84%</b>	<b>0.91%</b>	9.27%	<b>14.57%</b>	<b>5.30%</b>





## DIRECTOR OF OPERATIONS / INTERIM GENERAL MANAGER'S REPORT

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**DATE:** 11/21/2017  
**PERIOD:** October 2017 – November 2017  
**TO:** Port of Newport Board of Commissioners  
**ISSUED BY:** Aaron Bretz

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### **OVERVIEW GENERAL MANAGER:**

We have made the necessary arrangements with staff to stand up a second shift at the commercial hoist dock at the start of crab season. This has been the request of multiple parties who consist mainly of fish buyers. If volume is low and we cannot pay for our employee over the course of the shift, we will stand it down. I have assurances from several buyers that they will easily have the volume to support the operation. Likewise, if service remains busy through the season we could stand up more employees as demand dictates.

I've taken feedback from several fish buyers who are very interested in changing to a fee schedule for loading services that is based upon a percentage per pound. There are several reasons for this, one of which is that the cost of Port services in the offloading of catch is much more predictable and accountable.

After hearing concerns at the recent CFUG meeting about having enough places to offload catch, I've begun a preliminary evaluation of using Port Dock 1 for that purpose. Much work still needs to be done, but feedback on the idea is appreciated.

I briefly talked with Teevin Brothers this month, and they indicated that they are still interested in at least shipping finished lumber by barge (not longer than 300') and use the existing laydown space at the west end of the pier if we are able to work out usage at the terminal.

### **DETAIL:**

As we have attempted to hire temp labor to cover vacancies and surge capacity over the crab opener, we have once more found the wages that we offer to be prohibitive. Our wage step matrix has not been adjusted for cost of living increases in recent years, and particularly with the rise of minimum wage, pay bumps have not kept the port competitive in our labor offerings. Many of the lower-level wage steps have been cancelled out because they are below minimum wage. The rise in the cost of labor in the area is out-pacing our wage steps, and we are currently being out-bid by other ports, municipalities, and industries in the region who are keeping up. As a result, we cannot effectively hire and retain employees at the current rates.

A recent survey of 7 other ports along the west coast revealed that for maintenance and accounting wages, the Port of Newport is the low bid for labor.

We do not anticipate hiring on the maintenance crew this year because:

- We don't pay enough to bring people into these positions who possess the qualifications we are asking for
- We haven't funded the projects that these employees would perform

The good news is that we have ample room in the budget to adjust our current wages to make the Port of Newport more competitive as a consumer of labor.

I intend to adjust our current employees' wages in a fashion that will target the lower-level maintenance and accounting staff as well as the RV park manager. After making the adjustments, we project still to have a \$70,000 surplus, which includes ALL ancillary benefits such as PERS, insurance, PTO, etc. This has become an operational necessity so that we can keep our current employees and bring in new ones as operations dictate. As the ProTem GM, I had not intended to touch this issue, but as we've tried to bring in help, this has come up again and again as a major barrier.

I further recommend that during the budget cycle for the next year, we take a hard look at the pay scale and adjust as needed to compete for labor.

### **NEXT MONTH CALENDAR/MEETINGS:**

South Beach Staff Meeting, 12/06  
Port Holiday Party, 12/08  
Port Commission Work Session, GM Hiring 12/19  
Regular Commission Meeting, 12/19  
SDAO Risk MGMT Training, 11/14  
Comm Dock Crew Meeting, 11/15  
Area Maritime Security Council Meeting, 11/16  
Dept. Head Meeting, 11/21  
Thanksgiving, office closes at 12:00 on WED, 11/22  
Regular Commission Meeting, 11/28

### **OVERVIEW DIROPS**

#### **Summary:**

Upcoming project will be the RV dump station in South Beach. This project was in the capital improvements list for this fiscal year, and we want to get started before the rain picks up. Quotes are coming in, and we should be able to start up in the coming weeks.

There is interest from Anderson Construction to lease a small space at the beginning of the year near the Cherry Farm for parking, then later in the year for lay-down space in preparation for the construction of the new building at the Hatfield MSC.

#### **Detail:**

- **Commercial Marina:** Responded to a vessel that was pumping diesel into the water on 16NOV
- **South Beach:** Notice to Proceed has been issued to the contractor to start dredging marina in January

**International Terminal – Don Moon, Interim Superintendent**

**Billable Services Performed this Period (August):**

- Forklift – 31.5 Hrs
- Morage – 64.5 Days
- 30 Ton Hydraulic Crane – 24.75 Hrs
- Hoist Dock Tie Up – 46.5 Hrs
- Labor – 36.5 Hrs
- 120V power – 5 Days
- Other (Net Work) – 1 Days
- 208V power – 37 Days

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

Completed  In Progress Paving project approved waiting for weather to cooperate.

Completed  In Progress Sealed leaks Cathodic protection sheds.

Completed  In Progress Power washed NIT building and sidewalks.

Completed  In Progress Organizing yard to make best use of the space

Completed  In Progress Three new cameras installed to cover blind spots

**Other:** *(Enter issues, events, large purchases and other notable items): Purchased Husqvarna Pressure washer to clean equipment and buildings as needed.*

**Commercial Marina – Kent Gibson, Harbormaster**

**Billable Services Performed this Period:**

- Forklift – 82.5Hrs
- Hoist Dock Crane(s) – 10Hrs
- 30 Ton Hydraulic Crane - Enter #.Hrs
- Dock Tie Up – 115Hrs
- Launch Tickets - Enter #. Passes sold
- Other (Labor)

**Other:** New 3500lb forklift arrived. City contractors finished rebuilding sidewalk and paving lot around the West entrance to Port Dock 7. Installed new cameras around docks 5 & 7 and NIT

**NOAA MOC-P – Jim Durkee, Facility Manager**

**Special Projects:**

Completed  In Progress NOAA Recreational Access. Billeter Marine is mounting the transition plate and pile-hoops as this report is being written.

Completed  In Progress      **NOAA 2017 Painting. Painters completed public area painting in the warehouse and second floor of the office and should be done with the first floor in a few days.**

**Other:**

Vessels Using the Facility Since My Last Report – Oscar Dyson, Rainier, OSP Guardian, R/V Sikuliaq. For 2017, 1766 passengers have crossed the bar on vessels using the NOAA wharf.

Office Occupancy Admin Building – 63 Work Stations Total, 48 Occupied  
Warehouse Bldg. – 23 Work Stations Total, 11 Occupied  
Occupancy Rate – 69%

ODOT completed their second inspection under the pier and submitted reports. Summary statement - Overall, your NOAA dock facility is in good condition.

Brought in a contractor to work on the Liebert Air Conditioner in the Server Room. There is a slow leak in the condenser coils so that will need to be replaced, at least a month lead time on parts.

Batteries were changed in the fire alarm panels.

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

**Billable Services Performed this Period:**

Launch Tickets – 1577 passes sold

**Special Projects**

I have a tentative time for starting the RV dump station the middle of November. Central Coast Excavating

**Other:**

The city has completed the clearing and planting of grass in the roundabout and we have plans to put the buoy from NOAA in the center of it sometime in November.

We had some vandalism in the marina men’s shower someone broke into one of the quarter machine and destroyed it I have a new one on order.

We have closed the overflow camping area for the season.

The Angel Job Corp. Has started the wall on the men’s marina bldg.

The city has removed 3110 yards of sand from Mt. NOAA for the bay front project.

Morris Excavation bought and removed 210 yards of sand in September.

We had new LED lights installed on the cross over dock from B to A dock and this will close the SDAO safety grant that we received last fiscal year.

**Volunteer Work Crews- The Mates**

- Assisted Karen in the file room at the NIT
- Assisted in planning the Fishermen’s Appreciation Day

**Hourly Wage Steps  
Fiscal Year 2017-18**



**Steps**

1	2	3	4	5	6	7	8	9	10	11	12
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**Yearly Range**  
(nearest dollar)

**Maintenance**

Maintenance III - T3							\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$21,320 - \$24,128
Maintenance II - T3	\$ 11.85	\$ 12.15	\$ 12.45	\$ 12.76	\$ 13.08	\$ 13.41	\$ 13.74	\$ 14.09	\$ 14.44	\$ 14.80	\$ 15.17	\$ 15.55	\$24,648 - \$32,344
Maintenance I - T3	\$ 15.94	\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.59	\$ 18.03	\$ 18.48	\$ 18.94	\$ 19.42	\$ 19.90	\$ 20.40	\$ 20.91	\$33,155 - \$43,493
Terminal Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56	\$40,518 - \$53,165
Harbor Master - T2													
Marina Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56	\$40,518 - \$53,165
MOC-P Manager - T2	\$ 23.21	\$ 23.79	\$ 24.39	\$ 24.99	\$ 25.62	\$ 26.26	\$ 26.92	\$ 27.59	\$ 28.28	\$ 28.99	\$ 29.71	\$ 30.45	\$48,277 - \$63,336

**Administration**

Accounting Specialist III - T3		\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$ 11.89	\$ 12.18	\$ 12.49	\$ 12.80	\$ 13.12	\$21,320 - \$27,290
Accounting Specialist II - T3	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$27,976 - \$36,712
Accounting Specialist I - T2	\$ 18.09	\$ 18.54	\$ 19.00	\$ 19.48	\$ 19.96	\$ 20.46	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.15	\$ 23.73	\$37,627 - \$49,358
Administrative Assistant - T3	\$ 12.50	\$ 12.81	\$ 13.13	\$ 13.46	\$ 13.80	\$ 14.14	\$ 14.50	\$ 14.86	\$ 15.23	\$ 15.61	\$ 16.00	\$ 16.40	\$26,000 - \$34,112
RV Park Manager - T2	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65	\$27,976 - \$36,712

**Management**

General Manager- T1	\$ 44.55	\$ 45.66	\$ 46.81	\$ 47.98	\$ 49.17	\$ 50.40	\$ 51.66	\$ 52.96	\$ 54.28	\$ 55.64	\$ 57.03	\$ 58.45	\$92,664 - \$121,576
Finance Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16	\$69,992 - \$91,853
Operations Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16	\$69,992 - \$91,853





## Port Of Newport Public Safety Report

Month: **September**      Prepared By: **Matt Frank**      Report Date: **November 21, 2017**

INCIDENT / CALL TYPE	NORTH			SOUTH			INTERNATIONAL		
	MONTH	YEAR	TOTAL	MONTH	YEAR	TOTAL	MONTH	YEAR	TOTAL
Patrol Check	165	1498	<u>1663</u>	160	1372	<u>1532</u>	51	613	<u>664</u>
Unsecure Area		2	<u>2</u>			<u>0</u>			<u>0</u>
Open Door / Window			<u>0</u>			<u>0</u>		3	<u>3</u>
Boat Related	3	33	<u>36</u>		1	<u>1</u>		1	<u>1</u>
Suspicious Vehicle	1	28	<u>29</u>		65	<u>65</u>	1	17	<u>18</u>
Suspicious Circumstance		14	<u>14</u>		6	<u>6</u>		2	<u>2</u>
Welfare Check	1		<u>1</u>		1	<u>1</u>			<u>0</u>
Unwanted Subject	5		<u>5</u>		3	<u>3</u>			<u>0</u>
Ordinance Violation	5	3	<u>3</u>	1	2	<u>3</u>		1	<u>1</u>
Parking / Traffic Related	2	2	<u>2</u>		1	<u>1</u>		1	<u>1</u>
Trespassing	1		<u>1</u>	1	3	<u>4</u>			<u>0</u>
Noise Complaint			<u>0</u>	1	8	<u>9</u>			<u>0</u>
Disturbance/Domestic	1		<u>1</u>		1	<u>1</u>			<u>0</u>
Assault	1		<u>1</u>		1	<u>1</u>			<u>0</u>
Fire			<u>0</u>			<u>0</u>			<u>0</u>
Suspicious Person		4	<u>4</u>		2	<u>2</u>	1		<u>1</u>
Theft /Burglary	2	1	<u>3</u>		2	<u>2</u>			<u>0</u>
Alarm			<u>0</u>		4	<u>4</u>			<u>0</u>
Agency Assist		14	<u>14</u>	2	3	<u>5</u>		1	<u>1</u>
Disorderly Conduct		2	<u>2</u>			<u>0</u>			<u>0</u>
Harassment		3	<u>3</u>			<u>0</u>			<u>0</u>
Drug / Alcohol Related		2	<u>2</u>		1	<u>1</u>			<u>0</u>
Vandalism			<u>0</u>	2	2	<u>4</u>			<u>0</u>
Contact	14	49	<u>63</u>	11	143	<u>154</u>	1	22	<u>23</u>
Maintenance Related		4	<u>4</u>		3	<u>3</u>			<u>0</u>
Lost / Found Property			<u>0</u>			<u>0</u>			<u>0</u>
Animal Related		3	<u>3</u>		4	<u>4</u>			<u>0</u>
Hazard		2	<u>2</u>		2	<u>2</u>			<u>0</u>
Informational		2	<u>2</u>		11	<u>11</u>			<u>0</u>
Property Damage		1	<u>1</u>			<u>0</u>			<u>0</u>
Follow Up		1	<u>1</u>			<u>0</u>			<u>0</u>
Unlawful Entry Motor Vehicle			<u>0</u>		1	<u>1</u>			<u>0</u>
Field Interview		1	<u>1</u>			<u>0</u>			<u>0</u>
Abandoned Vehicle			<u>0</u>		0	<u>0</u>			<u>0</u>
<b>OTHER DATA</b>	<b>MONTH</b>	<b>YEAR</b>	<b>TOTAL</b>	<b>CITATIONS</b>	<b>MONTHLY</b>	<b>YEAR</b>	<b>TOTAL</b>		
Total Case Reports	8	31	<u>39</u>	<i>Cites Issued</i>	8	89	97		
Citations Issued	8	89	<u>97</u>	<i>Total Fines</i>	\$365	\$2,325	\$2,690		
Trespasser	0	1	<u>1</u>	<i>Fines Collected</i>	\$120	\$485	\$605		
Arrest	0	1	<u>1</u>	<i>Fines Still Due</i>	\$245	\$1,840	\$2,085		
Foot Patrols	16	95	<u>111</u>	<b>MAN HOURS</b>					
RV Inventories	90	331	<u>421</u>	Court Time	0	1	1		
Boat Inventories	30	243	<u>273</u>	Report Time	11.5	40.5	52		
Lock Ups	60	486	<u>546</u>	Meetings	1	8	9		

## Port Of Newport Public Safety Report

Month: **October**      Prepared By: **Matt Frank**      Report Date: **November 21, 2017**

INCIDENT / CALL TYPE	NORTH			SOUTH			INTERNATIONAL		
	MONTH	YEAR	TOTAL	MONTH	YEAR	TOTAL	MONTH	YEAR	TOTAL
Patrol Check	206	1663	<u>1869</u>	180	1532	<u>1712</u>	71	664	<u>735</u>
Unsecure Area		2	<u>2</u>	1		<u>1</u>			<u>0</u>
Open Door / Window			<u>0</u>	3		<u>3</u>	2	3	<u>5</u>
Boat Related	3	36	<u>39</u>		1	<u>1</u>		1	<u>1</u>
Suspicious Vehicle	11	29	<u>40</u>	4	65	<u>69</u>	1	18	<u>19</u>
Suspicious Circumstance	5	14	<u>19</u>	1	6	<u>7</u>		2	<u>2</u>
Welfare Check	1		<u>1</u>		1	<u>1</u>			<u>0</u>
Unwanted Subject	1	5	<u>6</u>	1	3	<u>4</u>			<u>0</u>
Ordinance Violation	1	8	<u>9</u>		3	<u>3</u>		1	<u>1</u>
Parking / Traffic Related		4	<u>4</u>		1	<u>1</u>		1	<u>1</u>
Trespassing		1	<u>1</u>		4	<u>4</u>			<u>0</u>
Noise Complaint			<u>0</u>		9	<u>9</u>			<u>0</u>
Disturbance/Domestic		1	<u>1</u>		1	<u>1</u>			<u>0</u>
Assault		1	<u>1</u>		1	<u>1</u>			<u>0</u>
Fire			<u>0</u>			<u>0</u>			<u>0</u>
Suspicious Person		4	<u>4</u>		2	<u>2</u>		1	<u>1</u>
Theft /Burglary		3	<u>3</u>		2	<u>2</u>			<u>0</u>
Alarm			<u>0</u>		4	<u>4</u>			<u>0</u>
Agency Assist		14	<u>14</u>		5	<u>5</u>		1	<u>1</u>
Disorderly Conduct		2	<u>2</u>			<u>0</u>			<u>0</u>
Harassment		3	<u>3</u>			<u>0</u>			<u>0</u>
Drug / Alcohol Related	1	2	<u>3</u>		1	<u>1</u>			<u>0</u>
Vandalism			<u>0</u>		4	<u>4</u>			<u>0</u>
Contact	17	63	<u>80</u>	13	154	<u>167</u>	2	23	<u>25</u>
Maintenance Related		4	<u>4</u>	4	3	<u>7</u>			<u>0</u>
Lost / Found Property			<u>0</u>			<u>0</u>			<u>0</u>
Animal Related		3	<u>3</u>		4	<u>4</u>			<u>0</u>
Hazard		2	<u>2</u>		2	<u>2</u>			<u>0</u>
Informational		2	<u>2</u>		11	<u>11</u>			<u>0</u>
Property Damage		1	<u>1</u>			<u>0</u>			<u>0</u>
Follow Up		1	<u>1</u>			<u>0</u>			<u>0</u>
Unlawful Entry Motor Vehicle			<u>0</u>		1	<u>1</u>			<u>0</u>
Field Interview		1	<u>1</u>			<u>0</u>			<u>0</u>
Abandoned Vehicle			<u>0</u>		0	<u>0</u>			<u>0</u>
<b>OTHER DATA</b>	<b>MONTH</b>	<b>YEAR</b>	<b>TOTAL</b>	<b>CITATIONS</b>	<b>MONTHLY</b>	<b>YEAR</b>	<b>TOTAL</b>		
Total Case Reports	3	39	<u>42</u>	<i>Cites Issued</i>	2	97	99		
Citations Issued	2	97	<u>99</u>	<i>Total Fines</i>	\$40	\$2,690	\$2,730		
Trespasser	0	1	<u>1</u>	<i>Fines Collected</i>	\$0	\$605	\$605		
Arrest	0	1	<u>1</u>	<i>Fines Still Due</i>	\$40	\$2,085	\$2,125		
Foot Patrols	23	111	<u>134</u>	<b>MAN HOURS</b>					
RV Inventories	93	421	<u>514</u>	Court Time	0	1	1		
Boat Inventories	30	273	<u>303</u>	Report Time	6.5	52	58.5		
Lock Ups	60	546	<u>606</u>	Meetings	2	9	11		