

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Tuesday, May 26, 2015, 6:00 p.m.

South Beach Activities Room, 2120 SE Marine Science Drive, Newport, OR 97365

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

- 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. Special Meeting – May 15, 2015
 - 2. Budget Committee Meeting – May 12, 2015
 - 3. Regular Meeting – April 28, 2015
 - B. Financial Reports
- V. Correspondence/Presentations..... 6:08
 - Frank Berg, DayCPM, re: International Terminal Project
- VI. Old Business
 - A. Items Removed from Consent Calendar..... 6:11
 - B. Accounts Paid 6:12
 - C. Port Dock 5 Tour Report..... 6:14
 - D. Resolution Setting Rates, Fees and Charges (ORS 294.160) 6:20
- VII. New Business
 - A. Resolution Adopting Compensation Plan..... 6:25
 - B. Resolution Adopting Charter Policy 6:27
 - C. Resolution Adopting Procurement Policy..... 6:32
 - D. Personal Services Contract w/ Todd Chase for Grant Writing Services 6:35
 - E. Personal Services Contract w/ Coast & Harbor Engineering for NOAA Dredging Minimization Study Analysis 6:37
- VIII. Staff Reports
 - A. Departmental Reports 6:38
 - 1. Steve Larrabee, Director of Finance
 - 2. Rick Fuller, NOAA Facilities Manager
 - 3. Kevin Bryant, Commercial Marina Harbormaster
 - 4. Jim Durkee, Terminal Operations Manager
 - 5. Penny Gabrielson, South Beach Occupancy Report
 - 6. Chris Urbach, South Beach Marina Harbormaster
 - 7. Mike Goff, TCB Security
 - B. General Manager’s Report 6:43
 - 1. Rogue Brewery Expansion
 - 2. Port Vision Plan
 - 3. USCG Air Facility
 - 4. Terminal Laydown Area
 - 5. Port Security Grant Program
 - 6. Director of Operations
- IX. Commissioner Reports..... 6:53
- X. Calendar/Future Considerations 6:58
 - A. 05/26 Regular Commission Meeting
 - B. 05/30 Newport Marathon

- C. 06/10 Fishermen's Forum
- D. 06/16 Department Heads Meeting
- E. 06/23 Regular Commission Mtg / Budget Public Hearing
- XI. Public Comment 7:00
- XII. Adjournment 7:03

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

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

-###-

PORT OF NEWPORT MINUTES
April 28, 2015
Regular Commission Meeting

I. CALL TO ORDER

Commission President Walter Chuck called the regular meeting of the Port of Newport Board of Commissioners to order at 6:00 PM at the Yaquina Bay Yacht Club.

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

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Stephen Larrabee, Director of Finance; Roxie Cuellar, Administrative Assistant; and Vanessa Anderson, South Beach staff.

Members of the public and Media: Russ Glascock; Newport City Councilor Ralph Busby; Patricia Patrick-Joling, incoming commissioner; Stan Pickens; Michael Wilkinson; Jim Shaw; Barrett Tower; Bob Ward, Newport Chief of Police Mark Miranda. Kiera Morgan and Dennis Anstine represented the media.

II. CHANGES TO THE AGENDA

The commission had been informed by email of a potential addition to the agenda about the need for a new pay station at the South Beach Marina. However, staff was unable to get the three required bids prior to the meeting, so the commissioners would not be able to act. The General Manager anticipates there will be a special meeting on the topic because of the need to have a functioning pay station before the halibut season begins on May 14th.

III. PUBLIC COMMENT

Michael Wilkinson, owner of the Newport Belle, told the commissioners that he had not had a lease with the Port for several months. He took issue with the fact that other boats moored at South Beach can reduce their moorage costs by paying annual or semi-annual fees, while he could not. He said he felt that the basic terms of the lease could be worked out, but felt that he should be eligible for the long-term moorage rates. Chuck recommended that he meet with the General Manager to resolve the terms of the lease.

Newport Police Chief Mark Miranda provided the commissioners and the general manager with copies of the Newport Police Department's Annual Report. He noted that Officer Kittson was retiring and there would be a retirement party for him at City Hall on the 29th. He reminded the

commissioners that the Loyalty Day Parade begins at 11:30 AM on Saturday and Highway 101 will be closed for several hours.

IV. CONSENT CALENDAR

Commissioner Brown requested that Item D, Transfer of Ownership of Sea Lion Dock from Foundation, be pulled from the Consent Calendar. The General Manager moved the item to the beginning of Old Business. **A motion was made by Jincks, seconded by Fleck, to approve the remaining items on the Consent Calendar. The motion Passed 5-0.**

V. CORRESPONDENCE / PRESENTATIONS

The General Manager reported that the Port's insurance company settled the Bishop case by paying Bishop \$2,500.00 to avoid the cost of a trial. The other party also contributed \$2,500.00 to the settlement. Jincks noted that the Port needed to take away from the lawsuit how employees approach the public.

The General Manager said that Frank Berg's submission is a summary of the construction costs on the International Terminal, although there are still a couple more reports for him to produce. The Port will just about break even on the construction costs. The GM explained that the Port will need to transfer \$149,000 out of the NOAA Construction Fund, leaving a balance of \$100,000 for other construction projects or transfer the money to the Facilities Reserve Fund. He said that staff was looking at options as part of the budget process. Barton recommended that the Port set the money aside for future maintenance at the International Terminal. Both Fleck and Jincks agreed with her.

The General Manager thanked President Chuck for facilitating additional support for the South Beach recreational access improvements. Chuck thanked the Oregon Boating Foundation for the letter of support it provided. The GM said that Rick Fuller, NOAA Facilities Manager for the Port, is starting to meet with the Army Corps of Engineers on the project.

The General Manager explained that Peggy Hawker, City of Newport, had sent a letter asking that someone from the Port sit on the Community Visioning Work Group. The GM said that the first meeting would determine the scope of the work. Ken Brown agreed to serve, with General Manager Kevin Greenwood as the alternate.

VI. OLD BUSINESS

A. Transfer of Ownership of Sea Lion Dock from Foundation

The commissioners took up the transfer of ownership of the sea lions dock to the Port from the Sea Lion Foundation that was removed from the Consent Calendar. Commissioner Brown expressed concern that the ownership of the sea lion dock would be transferred to the Port before

the project was completed. Stan Pickens, from the Sea Lion Dock Foundation, said that the docks are finished and that the pilings for the viewing deck are also done. This agreement would only transfer the dock and there would be a separate agreement when the viewing deck is finished. Commissioner Brown asked if the Foundation did not have enough money yet to finish the viewing dock, where would the Foundation get the money to reimburse the Port for the maintenance of the dock? Bob Ward, from the Foundation, noted that they currently have some money for repairs and that the Foundation is constantly raising money. He said that the mechanics of how the repairs and reimbursement would work still needed to be worked out. Commissioners expressed concerns about whether the Port or the Foundation would make the decisions about needed repairs once the ownership was transferred to the Port. Fleck felt that once the transfer is made, those decisions should be made by the Port. He also recommended that maintenance money be set aside by the Foundation so they could reimburse the Port when needed repairs are done. Chuck suggested that the transfer be postponed until all the construction is completed. Barton urged the Foundation to begin a maintenance fund immediately because docks can begin to deteriorate very quickly. Jincks agreed that the Foundation needs to set up a maintenance fund immediately and he also had a problem with the transfer of the dock ownership before all of the work is completed on the viewing dock. Pickens said that he did not see a problem with postponing the transfer until all construction is completed. Ward expressed concern that there has always been an understanding that the transfer would occur, but there was nothing in writing to that effect. He said one advantage to doing the transfer now is that would reduce the intent to writing. Everyone agreed to have the General Manager work with the Foundation on a maintenance agreement.

B. Accounts Paid

Barton made a motion, seconded by Jincks, to accept the Accounts Paid. Fleck and Brown announced conflicts of interests because of payments made to Englund Marine and Les Schwab. Motion passed 3-0.

C. Resolution setting Rates, Fees, and Charges (ORS 294.160)

The General Manager stated that there were no significant changes made since last month. He expects the commissioners will be asked to adopt the resolution at their regular meeting in May or June.

D. Resolution Adopting a Public Records Policy (ORS 192)

The General Manager explained it was good policy to adopt the resolution. The Port's insurance carrier provides a 2% reduction in premium costs if such policy is adopted. All commissioners will have email addresses on the Port server. The cost for records requests are contained in the Resolution for Rates, Fees, and Charges. **Commissioner Brown made a motion, seconded by Jincks, to approve the Resolution Adopting a Public Records Policy. The motion passed 5-0.**

VI. NEW BUSINESS

A. Resolution Adopting a Background Check Policy for Port Services

The General Manager informed the commissioners that two Port employees, Penny Gabrielson and Vanessa Anderson, had attended the Pacific Coast Congress Conference in Astoria. Vanessa Anderson provided a brief description of what they learned at the conference, especially about what other Ports are doing. She said that Winchester Bay used inmate labor to save money on repairing its docks. The Port of Seattle's recreational marina, Shilshole Port, was working on donating derelict vessels to the school district. The General Manager thanked Vanessa for her work on the resolution. Commissioner Brown observed that persons who feared they would not pass the background check could simply make a reservation for 29 days and then make a new reservation two days later. Jincks felt the resolution is a good step forward. **Barton made a motion, seconded by Jincks, to approve the resolution adopting a background check policy for port services. The motion passed 5-0.**

B. Lease-Option Agreement with Teevin Bros.

Eric Oien, Teevin Bros., told the commissioners that Teevin is committed to the Newport community and they have been working closely with the Port's General Manager, Kevin Greenwood. The General Manager said this would be a Port project on nine acres of Port property. However, as the Port applies for grants, it adds credibility to the project if the Port has solidified an agreement with a potential lessor. He has been receiving many calls from Oregon officials who have been inquiring about the progress of the project. Commissioner Jincks wanted to verify that the commissioners would only be approving the lease-option and not the lease outline. Oien clarified that the lease-option refers to the lease outline, so there is a connection between the two documents. The GM told the commission that Haglund, the Port's attorney, had been involved in the development of the lease-option and discussed various elements. Section 2(b) speaks to termination rights and requires that the lessor has to actually be using the leasehold. Section 3(a) speaks to the base rent, which includes the CPIs. Barton expressed concerns that Section 5 speaks to the use of the project for log shipments and asked if the project would be limited to that use. The General Manager explained that Teevin handles containers which provide other shipping options. He pointed out the value that the Teevin equipment would provide to other shippers. Commissioner Jincks said he did not have a problem as long as the commission was only adopting the lease-option and not the lease. The General Manager said that there is a lease that would be adopted after the project is completed. **Jincks made a motion, seconded by Fleck, to approve the lease-option with Teevin Bros. The motion passed 5-0.**

C. Non-Disclosure Agreement with Teevin Bros. for Engineering Records

The General Manager explained that this agreement allows the Port to receive documents from Teevin Bros. Chuck recommended that a small task force be created to work on the project and

the General Manager agreed, noting it would be similar to the advisory role that Commissioners Fleck and Jincks have served in the negotiations with Rogue. Chuck and Brown offered to serve in that capacity on the Teevin project. Chuck also recommended that there be a User Committee, similar to the committee that served on the International Terminal project. The General Manager said he would probably delegate that matter to Jim Durkee, Operations Supervisor for the International Terminal. **Barton made a motion, seconded by Jincks, to adopt the non-disclosure agreement with Teevin Bros. for engineering records. The motion passed 5-0.**

D. Bids on Hoist Dock Crane Repair

The General Manager told the commissioners of problems with the #4 hoist at the public dock and said it would not be a small project. Kevin Bryant, Commercial Harbormaster, got two bids but was not able to get a third. HALCO was asked to submit a bid but did not do so. The GM said the crane is thirty to forty years old and it is a case of deferred maintenance. Commissioner Jincks felt he had seen bidder Dan Laks' name on the Accounts Paid as someone who had done small projects for the Port in the past. The other bidder, Yaquina Boat Equipment (YBE), according to Jincks, Fleck, and Brown, is a very good company that rebuilds cranes and would be there if the Port needed it. The General Manager suggested that since there would be a special meeting on the new pay station, that this item could be deferred until then to give staff additional time to conduct more background on the bidders, especially since YBE was not the low bidder. Jincks emphasized that he supported all businesses. The commission agreed.

E. Resolution for Donation of Sick Leave Hours

The General Manager told the commissioners that this would be an amendment to the 2000 Personnel Manual to allow co-workers to donate sick time to other workers. The General Manager said he supported the change because it also provided protections for the employees donating their hours. Chuck asked if this would apply to maternity leave; the GM said it would apply to all definitions allowing sick leave. Barton said she applauded this as a step forward. Jincks agreed with her. **Fleck made a motion, seconded by Barton, to approve the Resolution allowing the donation of sick time to co-workers. The motion passed 5-0.**

VIII. STAFF REPORTS

A. Department Reports

Barton noted that Rick Fuller's monthly report on NOAA MOC-P said there would be more dredging. She asked if that meant the docks were filling with sediment. If that is the case, she felt that the modeling used prior to construction was inaccurate. The General Manager said the Port was probably looking at dredging every two to three years. Jincks asked if the Port was committed to dredging or was considering other options, such as deflectors to keep the sediment from building up. The GM said that the southern ports were exploring the possibility of purchasing dredging equipment. He said that the Port was looking at all of its options.

Brown referred to the report of Kevin Bryant, Commercial Harbormaster. Brown asked what revenue would be lost if the Port lost 190 feet of dock on Port Dock 7. The General Manager said that part of the dock was currently closed off. He said he was more concerned about the loss of the footprint and the loss of mitigation opportunity. Jincks noted that there is a lot of expense involved in demolishing docks.

B. General Manager's Report

1. Rogue Brewery Expansion

The General Manager said the parties are waiting on the second request for the engineering costs for the improvements; the engineers were asked to resharpen their pencils. He hopes to have a proposal to put before the commissioners next month.

2. Port Vision Plan

The original vision plan was for South Beach. The General Manager said the Port should now include McLean Point and the bay front in the Plan. The additional cost would be covered by the grant approved in the Consent Calendar. He anticipates that the work on the Plan would occur from January to June of 2016. Jincks agreed that the Plan should include the expanded area. He also recommended that the Plan include an actual count of parcels by their zones or planning designations so the Port knows what lands are available to the Port for different uses.

3. Boat Auction Summary

The General Manager told the Commission that the Port had taken a different approach this month with the sale of confiscated vessels. Because the boats were not worth the money the owners owed to the Port, the Port did not put in a bid. In the past, the Port would bid the amount owed and scare off other potential buyers who would not bid that amount on vessels that were worth less. Then the Port would be left holding a boat that it had to remove from the harbor. In this auction, a bidder paid the Port for the boats and also agreed to remove them, so the end result was that the Port lost less money. Commissioner Brown asked if we could try to recover the difference between the amount that was owed to us by the previous owners and what we made at the auction. The General Manager said that in the past the Port has not attempted to do that, but it is possible that the debt could be turned over to a collection agency. He said he would look into it.

IX. COMMISSIONERS' REPORTS

Commissioner Fleck said that his employer, Englund Marine, had asked him to be on an advisory committee for the State Marine Board and that he would keep the commissioners up to date of relevant issues. Chuck said that he and the General Manager had met with Admiral

Lopez when she was at NOAA and she had given them good insights. They had also met Captain Doug Baird, Commanding Officer of MOC-P, and the General Manager would continue to work with him.

X. PUBLIC COMMENT

There was no additional public comment.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:10 PM.

ATTEST:

Walter Chuck, President

Ken Brown, Secretary / Treasurer

PORT OF NEWPORT MINUTES
May 12, 2015
Budget Committee Meeting

I. CALL TO ORDER / INTRODUCTIONS

Commission President Walter Chuck called the regular meeting of the Port of Newport Board of Commissioners to order at 6:05 P.M. at the South Beach Activities Room, 2120 SE Marine Science Dr., Newport, Oregon 97365. Committee members and staff introduced themselves.

Freeholder Members Present: Fred Prostlewait (Pos. #1); Brian Barth (Pos. #2); Ron Benfield (Pos. #4); and Mark Collson (Pos. #5). Alan Brown (Pos. #3) was absent.

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

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Stephen Larrabee, Director of Finance; and Roxie Cuellar, Administrative Assistant

Members of the public and Media: Patricia Patrick-Joling, in-coming commissioner; Dennis Anstine represented the media.

II. ELECTION OF BUDGET COMMITTEE PRESIDENT

A motion was made by Mark Collson and seconded by Ron Benfield to select Fred Postlewait as Budget Committee President. The motion passed 9-0.

III. BUDGET MESSAGE

General Manager Kevin Greenwood presented the Budget Message and the budget documents to the committee. After thanking Steve Larrabee, Director of Finance, the Department Heads, and Roxie Cuellar, Administrative Assistant, for their contributions to the budget process, the General Manager provided a summary of various components of the budget. He noted that the proposed NOAA Fund would have \$170,000 of surplus resources. Noting that there were no transfer of funds in the past year from the NOAA accounts, this budget recommends a transfer of \$500,000 from the NOAA Fund to the Construction Fund. This would provide flexibility to the Commission if funds are needed for projects; it could also be used for matching grant funds if needed. He said that the General Fund has been satisfactory. The Facilities Maintenance Reserve Fund (FMRF) is for deferred maintenance and he noted that several projects were funded from it this past year. The budget originally provided for a \$100,000 transfer from the Construction Fund to the (FMRF) and an additional \$100,000 transfer from the General

Operation Fund (GF). Because construction costs for the International Terminal were less than anticipated, the General Manager recommended amending the proposed budget to make the transfer from the Construction Fund to the FMRF \$150,000 rather than \$100,000. That would also result in an additional \$50,000 being added to the FMRF under appropriations. Commissioner Jincks recalled that the FMRF was created to identify funds for the Board to use for long-term deferred maintenance projects and that he was concerned that the money in the fund may have been used for upgrades to existing assets. Benfield reminded the Committee that bonds often have covenants that require identified maintenance funds. Because the Construction Fund has \$140,000 that was unspent for the construction of the International Terminal, the General Manager stated that the Commission had indicated that they wanted those funds transferred to the FMRF as a designated line item reserved for future maintenance of the International Terminal.

The General Manager reiterated that the best way to evaluate the funds within the proposed budget is to compare the beginning assets of any fund with the financial status at the end of the budget year. He told the Committee that the debt service will see big jumps in the next two years, then it will level off before spiking again in five years. He also reminded the Committee that the recent Oregon Supreme Court decision on the Public Employees Retirement System (PERS) will have a significant impact on the Port budgets beginning in 2017. Benfield asked if the spikes in the debt service might make refinancing a viable option to level out the debt obligations in the future. Larrabee told the Committee that staff was already looking into that option.

IV. BUDGET DOCUMENTS

A. BONDED DEBT FUND

The Port asked Lincoln County for \$1,000,000 in property tax revenues with the anticipation that the Port would receive \$927,000. The county uses a formula to determine how much of the billed property taxes for the port district will not be collected when due.

B. FACILITIES MAINTENANCE RESERVE FUND

The General Manager noted that the FMRF will start with \$40,000 in working capital. The proposed budget would provide a \$150,000 transfer from the Construction Fund that would be earmarked specifically for maintenance at the International Terminal. Barton recommended that the \$40,000 of working capital for the FMRF be maintained in future years as well. Postlewait asked if there was any deferred maintenance as yet at the IT and whether we were tracking future maintenance to know how much the Port would actually need for that purpose. Jincks said the original idea had been to use the HIPPO software to project future maintenance costs, but an Excel spreadsheet could serve the same purpose. The General Manager said that HIPPO software was being used by Rick Fuller, the NOAA Facilities Manager, and Jim Durkee, the Operations Manager at the International Terminal, although no projected maintenance reports

have been created. Postelwait recommended that Durkee be asked to produce a report. Barton asked if the entire \$150,000 needed to be transferred from the Construction Fund and suggested that perhaps it could be left at the original \$100,000. Benfield asked if the budget numbers could be changed in the future for maintenance after a HIPPO report was produced. The General Manager said that the Commissioner could amend any fund within the budget by ten percent without having to do a supplemental budget. Jinx again expressed concerns about what projects the FMRF expenditures were used for and proposed that projects such as the replacement of the washers and dryers and the pay station at South Beach should come out of the General Operations Fund. He felt that if the FMRF was going to be used for all maintenance and not just long-term deferred maintenance, then the FMRF needed more funding. He expressed concern that the Port needed to do a better job of tracking how the budgeted funds were actually expended – what projects were partially funded or were dropped entirely from the priority list. Jincks spoke to the electrical problems on the docks and said there was so much electrical current in the water around the docks that it was causing damage to the pilings. He said that he had an electrical gauge on his boat when he was commercial fishing that would measure the current so he could judge where to moor to minimize the damage to his boat. He recommended that the electrical currents in the water around the docks be measured and remedied if necessary.

His principal concern was the deterioration of the pilings on Port Dock 5. He said this was the heaviest of the docks and that some pilings had already broken off. He said that failure to do the maintenance as required resulted in much more expensive repairs in the future, because it was very difficult to raise broken pilings out of the water and replace them. He recommended that the harbormaster do a report on the failing pilings on all of the docks; the General Manager said that has already been done. Barton emphasized that huge maintenance problems have been going on for years without any success in fixing them. Benfield asked why we did not have a Master Plan and felt that going into debt to fix the problems could be less expensive in the long run than continued deterioration. The General Manager responded that there is a Master Plan; the problem is not that the maintenance needs are not identified but that there is no money to pay for them. Patricia Patrick-Joling, a future commissioner in the audience, told the Commission that the City of Newport refinanced much of its debt and included the cost of future projects in the refinance package. She said that if the Port was going to look at refinancing debt, that was a possibility. Fleck said that he had not realized the deferred maintenance on Port Dock 5 was so serious and observed that perhaps the issue had reached critical mass. Jinx offered to take commissioners on a tour of Port Dock 5 next Monday morning so they could get a better understanding of the need. Some of the Commissioners, the General Manager, and Patrick-Joling agreed take the tour with him.

C. CONSTRUCTION FUND

The starting working capital of the Construction Fund was initially \$100,000. Because construction of the International Terminal had come in at a lesser cost than anticipated, the starting capital would be \$150,000, which would be transferred to the FMRF in the amended proposed budget. The General Manager explained that money in the Construction Fund can be

used for new projects or used as matching funds for grants that would fund new projects. Jincks pointed out that the laydown at the International Project would be such a project. He said that they had all been impressed with how the NOAA construction project had been done and asked what the next seventeen years of repair costs looked like for NOAA. He supported the transfer of \$500,000 from the NOAA Fund to the Construction Fund. The General Manager said that the Port was applying for six grants just on the laydown project; the largest and best known is the Connect Oregon Grant. He said that in the past, private investors might have picked up the cost of the laydown project. He cited the example of the Port of Astoria, which is still exporting logs to Asia but has a very small profit-margin, to underline the need for grants to make future projects viable.

D. NOAA FUND

The General Manager went over the summary, resources, and appropriations of the NOAA Fund budget documents. Collson asked why the entry gate already needed to be replaced. The General Manager explained that it was apparently a design flaw in the original gate.

E. GENERAL OPERATING FUND

The General Manager explained that the unanticipated cost of fixing the broken fuel line at South Beach last year prompted the need to put a contingency fund into the operation fund. Barton said that the contingency fund is needed because it reduces the need to raid the FMRF. Jincks asked how the amount of the contingency fund was arrived at. Larrabee said that it was an amount that made sense after the Port experienced the cost of the broken fuel line. The General Manager said that the General Operating Fund revenues were going up about four percent. The non-operating revenues included grant funds. Discussing personnel services, the General Manager reminded the Committee about the additional PERS costs that were down the road because of the recent court ruling. He also noted that the personnel costs in the budget included the hiring of an Operations Manager. The General Manager also went over material and services in the budget documents. He described the debt service. Benfield suggested that a spreadsheet or graph of long-term debt service be drawn up to see if there are any problems in the future. The General Manager said that the capital expenditure was for a vehicle for the Operations Manager after that person is hired. Jincks said that the truck used by the last Operations Manager was sitting in the warehouse at the International Terminal.

V. PUBLIC COMMENT

There was no public comment.

A motion was made by Collson and seconded by Benfield that the Budget Committee approved the amended proposed budget for the 2015-2016 fiscal year. The motion passed 9-0.

A motion was made by Collson and seconded by Benfield that the Budget Committee approve the tax rate of point zero six zero nine (.0609) per \$1000 of assessed value for operating purposes in the General Fund and in the amount of \$1,000,000 for payment of general obligation bond principal and interest in the International Terminal Debt Fund for the 2015-16 fiscal year. The motion passed 9-0.

X. ADJOURNMENT

There being nothing more to come before the Budget Committee, the Budget Committee President adjourned the meeting at 8:00.

ATTEST:

Walter Chuck, Commission President

Ken Brown, Secretary / Treasurer.

PORT OF NEWPORT MINUTES
May 15, 2015
Special Commission Meeting

I. CALL TO ORDER

Commissioner Ken Brown called the special meeting of the Board of Commissioners to order at 1:07 PM at the South Beach Activities Room.

Commissioners Present: Ken Brown (Pos. #4), Secretary / Treasurer; JoAnn Barton (Pos. #3); and David Jincks (Pos. #2). Walter Chuck, President (Pos. #1) and Dean Fleck, Vice-President (Pos. #5) were absent.

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Chris Urbach, South Beach Harbormaster; Rick Fuller, NOAA Facilities Manager; Kent Gibson, Operations Staff; and Roxie Cuellar, Administrative Assistant.

Members of the Public: Patricia Patrick-Joling, in-coming commissioner.

II. CHANGES TO THE AGENDA

The General Manager recommended that the Rogue Engineering item be removed from the agenda. There was no opposition from the commissioners.

III. PUBLIC COMMENT

There was no public comment.

IV. NEW BUSINESS

A. Resolution Increasing Small Procurement Limit

The General Manager explained the issues involved in raising the limit of the small procurement amount from \$5,000 to \$10,000. The State of Oregon had made the change in the state statute effective January 1, 2014. It eliminates the need to get three bids on purchases and contracts under \$10,000, which is often difficult to do in a smaller community, such as Newport. It would also reduce the need for special meetings for the commissioners. Jincks said he is in favor of raising the limit to \$10,000 with safeguards. He felt there should either be commission approval or a limit on the number of times per year the General Manager could use it. Barton agreed. Brown asked if the Board could change the bylaws to put some limits on it. The General Manager said that the resolution could be rewritten and brought back to the commissioners. He

said that there are various ways it could be done. For example, the General Manager could be required to have two commissioners initial any purchase or contract between the amounts of \$5,000 and \$10,000. Barton suggested a limit of two or three per year; after that, the General Manager would need to come to the commission for approval. Jincks said he did not have a problem with special meetings and, given the Port's financial problems, having commission approval is probably a good thing.

Fuller noted that even if the limit was raised to \$10,000, best practices would require that staff attempt to get three bids when practicable. Urbach gave as an example that he attempted to get three bids on the paving project that is on the agenda; he was able to get two, but not three, although he did request bids of the three different companies in the area. The General Manager noted that the problem did not seem to be raising the small procurement limit to \$10,000, but rather how much authorization to give to the General Manager in making the procurements within the limits without getting Board approval. Barton assured the General Manager that the issue had nothing to do with him but rather whoever was sitting in his chair. The General Manager said that he understood. It was decided that the resolution would be submitted to the Board after further work was done.

B. South Beach Pay Station

Urbach told the commissioners that he found two more vendors who provided bids on the same pay station. The vendor used in the past was the low bidder. The new machine takes debit or credit cards or exact change. The machine will take ones or fives, but does not give change. The old machine gave change with Susan B. Anthony silver dollars. Having a coin dispenser in the new machine adds \$3,000 to the cost, so that feature is not included. Brown asked if there is a user fee charged to the Port when people use their cards. The General Manager said that Steve Larrabee, Director of Finance, said the total cost to the Port per month would be about \$170. The General Manager said that it was anticipated that more people would use a debit or credit card. Urbach reminded the commissioners that in the summer, the pay station needs to be emptied twice a week, which takes about 45 minutes each time. Jincks said it is important that we know the full cost. Brown said it appears from the bids that they would be using our merchant account to charge the credit card fee. The General Manger suggested that the commissioner approve the purchase of the pay station and that the staff would provide more details on the monthly costs at the next commission meeting. A motion was made by Barton and seconded by Jincks to award the Ventex contract to Northwest Parking Equipment Company for an amount not to exceed \$14,748.00. The motion passed 3-0.

C. Bids on Hoist Crane Repair

Three bids were requested for work on the hoist crane; only two were received. Staff recommended that the commissioners accept the higher of the two bids. Gibson was concerned that Dan Lais bid may not be inclusive of all of the costs. He said that Yaquina Boat Equipment

(YBE) had spent four hours speaking with the manufacturer and had done a thorough job of investigating all of the specifications. YBE was able to reduce its bid by \$100 because they had done previous work on the hoist crane that did not need to be replaced. Gibson's discussion with Lais led him to believe that Lais had not done as thorough a job in assessing costs as had YBE. Barton said that the Port has received incomplete bids in the past and knows the consequences. Jincks said that he has had cranes rebuilt in the past and knew what was involved. The fact that YBE's bid was contingent upon the structural integrity of the existing hoist demonstrated proper responsibility to Jincks. The General Manager said that if the commissioners want to accept the bid from YBE, the minutes needed to reflect that staff had requested a third bid from Halco but had not received one. Fuller said that the Port can accept a higher bid if it is the best bid, especially on the repairs to a crane because that involves safety issues. A motion was made by Jincks and seconded by Barton to award the repairs to the hoist dock crane to Yaquina Boat Equipment, in an amount not to exceed \$12,300, based upon the existing integrity of the hoist. The motion passes 3-0.

D. South Beach State Marine Board Paving Grant

Urbach explained that this is an Oregon Marine Board grant that would provide funds to repair the seams in the trailer parking lot at the boat launch. If the Port project costs less than \$10,000, no matching funds are required. He requested bids from Cedar Creeek, Knife River, and Lee's Paving. He had just received the Knife River bid that morning; it was \$15,394.00. There was no response from Lee's Paving. Jeanine, from the Marine Board, said it would have a response by the 15th. Jinx asked if there are other areas that we could have done at the same time – perhaps ask for more money even if the Port had to pay a matching fund. Urbach said the match was 1:1 above \$10,000 and that the project has to be completed by June 30, 2015, the end of the fiscal year, so there is a limited amount of time to get the job completed if the Port receives a grant. A motion was made by Barton and seconded by Jincks to award the contract to Cedar Creek, not to exceed \$9,977.40 upon the receipt of grant approval from the Oregon Marine Board. The motion passed 3-0.

E. NOAA / DSL Gaper Clam Study Contract

Fuller told the commissioners that the Port had to provide diving services for the seven-year study as part of the NOAA MOC-P permit. The Port is now in the fourth year of the study. Marine Taxonomic Services, Ltd. (MTS) has provided the divers for the study for the last two years. He explained that it makes sense to not get bids and to continue to use MTS's services when they are the sole source for that service. The study is actually done by Oregon Department of Fish and Wildlife (ODFW) and time is of the essence; the study needs to start soon. The General Manager explained that the previous contract fell between the cracks when Don Mann left as General Manager and Kevin Greenwood replaced him as General Manager. Brown asked if the Port will need to approve this contract again next year. The General Manager responded yes. A motion was made by Jincks and seconded by Barton to award the personal services

contract to MTS, not to exceed \$8,460, to provide divers for the Gaper Clam study. Motion passed 3-0.

V. ADJOURNMENT

Having no further business, the meeting adjourned at 1:50.

ATTEST:

Walter Chuck, President

Ken Brown, Secretary / Treasurer



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

Memo

To: Port of Newport Commissioners
From: Stephen Larrabee, Director of Finance
Date: May 26, 2015

Financials:

April year to date financials are attached. Income continues to be up and expenses down.

Finance Operations:

The Budget process went fairly smoothly, a big thanks to the Finance team and the other managers. The budget was approved by the budget committee members on May 5th.

The monthly costs for the new pay station machine include those for the server fee, the modem and wireless connection and access to reporting documents.

Port of Newport Operating Fund
Balance Sheet
As of April 30, 2015

	Apr 30, 15	Apr 30, 14	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Available Cash & Equivalents	1,028,957.78	458,748.00	570,209.78
Restricted Cash & Equivalents	651,620.67	714,919.59	-63,298.92
Total Checking/Savings	1,680,578.45	1,173,667.59	506,910.86
Accounts Receivable			
Accounts Receivable	12,962.09	-8,679.97	21,642.06
Total Accounts Receivable	12,962.09	-8,679.97	21,642.06
Other Current Assets			
Allow for Bad Debt - CM	-10,000.00	-10,000.00	0.00
Allow for Bad Debt - SB	-4,000.00	-4,000.00	0.00
AR Property Tax	10,334.60	8,054.60	2,280.00
Assets Held For Sale	5,609.93	0.00	5,609.93
Due from other Port Funds	112,589.17	130,915.79	-18,326.62
Prepaid Expenses	117,362.94	70,330.44	47,032.50
Undeposited Funds	16,327.35	-3,825.00	20,152.35
Total Other Current Assets	248,223.99	191,475.83	56,748.16
Total Current Assets	1,941,764.53	1,356,463.45	585,301.08
Fixed Assets			
Capital Assets	88,071,060.35	89,147,062.56	-1,076,002.21
Total Fixed Assets	88,071,060.35	89,147,062.56	-1,076,002.21
TOTAL ASSETS	90,012,824.88	90,503,526.01	-490,701.13
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	50,736.98	29,204.46	21,532.52
Total Accounts Payable	50,736.98	29,204.46	21,532.52
Other Current Liabilities			
Accrued Interest Payable	90,347.00	90,347.00	0.00
Accrued Property Taxes	0.00	32,887.87	-32,887.87
Current Portion-Long Term Debt	177,258.39	177,258.39	0.00
Due to other Port Funds	0.00	7,381.52	-7,381.52
Payroll Liability	34,496.54	36,103.00	-1,606.46
Prepaid Moorage and Deposits	39.00	24,946.00	-24,907.00
Total Other Current Liabilities	302,140.93	368,923.78	-66,782.85
Total Current Liabilities	352,877.91	398,128.24	-45,250.33
Long Term Liabilities			
2013 FF&C Bond Premium	135,465.75	135,465.75	0.00
Long Term Debt	8,771,100.61	8,739,743.61	31,357.00
Total Long Term Liabilities	8,906,566.36	8,875,209.36	31,357.00
Total Liabilities	9,259,444.27	9,273,337.60	-13,893.33
Equity			
Contributed Capital	7,130,788.00	7,130,788.00	0.00
Fund Balance	-6,448,059.80	-5,722,419.16	-725,640.64
Opening Balance Equity	79,446,413.75	79,446,413.75	0.00
Net Income	624,238.66	375,405.82	248,832.84
Total Equity	80,753,380.61	81,230,188.41	-476,807.80
TOTAL LIABILITIES & EQUITY	90,012,824.88	90,503,526.01	-490,701.13

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual
July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Revenues	489,369.97	569,438.00	-80,068.03
Shipping Terminal Revenues	7,516.03	10,000.00	-2,483.97
Hoist Dock & Services	423,496.16	385,500.00	37,996.16
Moorage	900,832.99	1,135,000.00	-234,167.01
Launch Ramp & Trailer Storage	60,909.23	58,000.00	2,909.23
Miscellaneous Revenue	73,072.42	32,600.00	40,472.42
RV Parks	582,610.11	552,500.00	30,110.11
Total Income	<u>2,537,806.91</u>	<u>2,743,038.00</u>	<u>-205,231.09</u>
Gross Profit	2,537,806.91	2,743,038.00	-205,231.09
Expense			
Personal Services	770,546.36	1,124,806.00	-354,259.64
Materials & Services	971,196.05	1,328,297.00	-357,100.95
Debt Services	270,761.26	578,205.00	-307,443.74
Total Expense	<u>2,012,503.67</u>	<u>3,031,308.00</u>	<u>-1,018,804.33</u>
Net Ordinary Income	525,303.24	-288,270.00	813,573.24
Other Income/Expense			
Other Income			
Property Tax Revenue	93,683.27	88,750.00	4,933.27
Fund Transfers In	0.00	25,000.00	-25,000.00
Gain/(Loss) on Sale of Assets	3,950.00		
Grant & Loan Proceeds	3,897.00	17,200.00	-13,303.00
Interest Income	3,975.58	2,500.00	1,475.58
Miscellaneous	3,796.90		
Sale of Assets	50.00		
Property & Dredge Sales	1,356.00	5,000.00	-3,644.00
Total Other Income	<u>110,708.75</u>	<u>138,450.00</u>	<u>-27,741.25</u>
Other Expense			
Break-in Replacement	11,773.33		
Capital Outlay	0.00	150,000.00	-150,000.00
Total Other Expense	<u>11,773.33</u>	<u>150,000.00</u>	<u>-138,226.67</u>
Net Other Income	98,935.42	-11,550.00	110,485.42
Net Income	<u><u>624,238.66</u></u>	<u><u>-299,820.00</u></u>	<u><u>924,058.66</u></u>

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - Admin
 July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Revenues	489,369.97	569,438.00	-80,068.03
Hoist Dock & Services	3,170.40		
Moorage	1,211.00		
Miscellaneous Revenue	26,657.40		
Total Income	<u>520,408.77</u>	<u>569,438.00</u>	<u>-49,029.23</u>
Gross Profit	520,408.77	569,438.00	-49,029.23
Expense			
Personal Services	278,452.40	484,982.00	-206,529.60
Materials & Services	274,046.97	377,337.00	-103,290.03
Debt Services	13,389.00	16,912.00	-3,523.00
Total Expense	<u>565,888.37</u>	<u>879,231.00</u>	<u>-313,342.63</u>
Net Ordinary Income	-45,479.60	-309,793.00	264,313.40
Other Income/Expense			
Other Income			
Property Tax Revenue	93,683.27	88,750.00	4,933.27
Fund Transfers In	0.00	25,000.00	-25,000.00
Gain/(Loss) on Sale of Assets	1,450.00		
Grant & Loan Proceeds	4,800.00	16,500.00	-11,700.00
Interest Income	3,975.58	2,500.00	1,475.58
Miscellaneous	3,736.90		
Sale of Assets	50.00		
Total Other Income	<u>107,695.75</u>	<u>132,750.00</u>	<u>-25,054.25</u>
Other Expense			
Break-in Replacement	37.29		
Total Other Expense	<u>37.29</u>		
Net Other Income	<u>107,658.46</u>	<u>132,750.00</u>	<u>-25,091.54</u>
Net Income	<u><u>62,178.86</u></u>	<u><u>-177,043.00</u></u>	<u><u>239,221.86</u></u>

11:31 AM
 05/20/15
 Accrual Basis

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - NIT
 July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Shipping Terminal Revenues	7,516.03	7,500.00	16.03
Hoist Dock & Services	164,024.30	139,500.00	24,524.30
Moorage	59,905.60	60,000.00	-94.40
Launch Ramp & Trailer Storage	105.00		
Miscellaneous Revenue	1,958.07		
Total Income	<u>233,509.00</u>	<u>207,000.00</u>	<u>26,509.00</u>
Gross Profit	233,509.00	207,000.00	26,509.00
Expense			
Personal Services	47,216.75	59,810.00	-12,593.25
Materials & Services	81,545.06	99,262.00	-17,716.94
Debt Services	185,840.30	449,005.00	-263,164.70
Total Expense	<u>314,602.11</u>	<u>608,077.00</u>	<u>-293,474.89</u>
Net Ordinary Income	-81,093.11	-401,077.00	319,983.89
Other Income/Expense			
Other Expense			
Capital Outlay	0.00	150,000.00	-150,000.00
Total Other Expense	<u>0.00</u>	<u>150,000.00</u>	<u>-150,000.00</u>
Net Other Income	0.00	-150,000.00	150,000.00
Net Income	<u><u>-81,093.11</u></u>	<u><u>-551,077.00</u></u>	<u><u>469,983.89</u></u>

11:35 AM
 05/20/15
 Accrual Basis

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - SB
 July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Hoist Dock & Services	13,412.50	9,500.00	3,912.50
Moorage	490,633.33	675,000.00	-184,366.67
Launch Ramp & Trailer Storage	60,305.48	58,000.00	2,305.48
Miscellaneous Revenue	39,772.73	28,600.00	11,172.73
RV Parks	582,687.50	552,500.00	30,187.50
Total Income	<u>1,186,811.54</u>	<u>1,323,600.00</u>	<u>-136,788.46</u>
Gross Profit	1,186,811.54	1,323,600.00	-136,788.46
Expense			
Personal Services	242,463.79	308,951.00	-66,487.21
Materials & Services	396,121.34	550,714.00	-154,592.66
Debt Services	64,806.36	105,332.00	-40,525.64
Total Expense	<u>703,391.49</u>	<u>964,997.00</u>	<u>-261,605.51</u>
Net Ordinary Income	483,420.05	358,603.00	124,817.05
Other Income/Expense			
Other Income			
Grant & Loan Proceeds	-903.00	700.00	-1,603.00
Property & Dredge Sales	568.00	5,000.00	-4,432.00
Total Other Income	<u>-335.00</u>	<u>5,700.00</u>	<u>-6,035.00</u>
Other Expense			
Break-in Replacement	2,855.17		
Total Other Expense	<u>2,855.17</u>		
Net Other Income	<u>-3,190.17</u>	<u>5,700.00</u>	<u>-8,890.17</u>
Net Income	<u><u>480,229.88</u></u>	<u><u>364,303.00</u></u>	<u><u>115,926.88</u></u>

**Port of Newport Operating Fund
 Profit & Loss Budget vs. Actual - CM
 July 2014 through April 2015**

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Shipping Terminal Revenues	0.00	2,500.00	-2,500.00
Hoist Dock & Services	240,503.11	236,500.00	4,003.11
Moorage	349,083.06	400,000.00	-50,916.94
Launch Ramp & Trailer Storage	498.75		
Miscellaneous Revenue	4,684.22	4,000.00	684.22
Total Income	<u>594,769.14</u>	<u>643,000.00</u>	<u>-48,230.86</u>
Gross Profit	594,769.14	643,000.00	-48,230.86
Expense			
Personal Services	202,413.42	271,063.00	-68,649.58
Materials & Services	219,694.95	300,984.00	-81,289.05
Debt Services	6,725.60	6,956.00	-230.40
Total Expense	<u>428,833.97</u>	<u>579,003.00</u>	<u>-150,169.03</u>
Net Ordinary Income	165,935.17	63,997.00	101,938.17
Other Income/Expense			
Other Income			
Gain/(Loss) on Sale of Assets	2,500.00		
Miscellaneous	60.00		
Property & Dredge Sales	788.00		
Total Other Income	<u>3,348.00</u>		
Net Other Income	3,348.00		
Net Income	<u><u>169,283.17</u></u>	<u><u>63,997.00</u></u>	<u><u>105,286.17</u></u>

Port of Newport - NOAA Fund
Balance Sheet
As of April 30, 2015

	<u>Apr 30, 15</u>	<u>Apr 30, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Cash & Equivalents	5,386,862.76	5,205,344.85	181,517.91
Total Checking/Savings	<u>5,386,862.76</u>	<u>5,205,344.85</u>	<u>181,517.91</u>
Other Current Assets			
Prepaid Expenses	44,471.23	47,797.70	-3,326.47
Bond Costs (net amortization)	0.00	587,640.00	-587,640.00
Total Other Current Assets	<u>44,471.23</u>	<u>635,437.70</u>	<u>-590,966.47</u>
Total Current Assets	<u>5,431,333.99</u>	<u>5,840,782.55</u>	<u>-409,448.56</u>
TOTAL ASSETS	<u><u>5,431,333.99</u></u>	<u><u>5,840,782.55</u></u>	<u><u>-409,448.56</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	2,333.48	9,820.38	-7,486.90
Total Accounts Payable	<u>2,333.48</u>	<u>9,820.38</u>	<u>-7,486.90</u>
Other Current Liabilities			
Vacation Payable	3,246.00	2,093.00	1,153.00
Due to Operations or Const Fund	147,646.10	0.00	147,646.10
Current Portion-Long-Term Debt	815,000.00	790,000.00	25,000.00
Accrued Interest Payable	499,410.00	509,285.00	-9,875.00
Total Other Current Liabilities	<u>1,465,302.10</u>	<u>1,301,378.00</u>	<u>163,924.10</u>
Total Current Liabilities	<u>1,467,635.58</u>	<u>1,311,198.38</u>	<u>156,437.20</u>
Long Term Liabilities			
Long-Term Debt	22,332,424.00	22,343,121.00	-10,697.00
Total Long Term Liabilities	<u>22,332,424.00</u>	<u>22,343,121.00</u>	<u>-10,697.00</u>
Total Liabilities	<u>23,800,059.58</u>	<u>23,654,319.38</u>	<u>145,740.20</u>
Equity			
Opening Balance Equity	-17,956,079.71	-17,956,077.71	-2.00
Unrestricted Net Assets	-88,442.77	781,075.07	-869,517.84
Net Income	-324,203.11	-638,534.19	314,331.08
Total Equity	<u>-18,368,725.59</u>	<u>-17,813,536.83</u>	<u>-555,188.76</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,431,333.99</u></u>	<u><u>5,840,782.55</u></u>	<u><u>-409,448.56</u></u>

Port of Newport - NOAA Fund
Profit & Loss Budget vs. Actual
 July 2014 through April 2015

	<u>Jul '14 - Apr 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Lease Income	2,118,165.72	2,538,000.00	-419,834.28
Interest Income	8,753.22	10,000.00	-1,246.78
Total Income	<u>2,126,918.94</u>	<u>2,548,000.00</u>	<u>-421,081.06</u>
Expense			
Personal Services	87,528.72	106,975.00	-19,446.28
Materials & Service	349,278.28	630,387.00	-281,108.72
Debt Service	2,001,358.76	2,001,500.00	-141.24
Total Expense	<u>2,438,165.76</u>	<u>2,738,862.00</u>	<u>-300,696.24</u>
Net Ordinary Income	<u>-311,246.82</u>	<u>-190,862.00</u>	<u>-120,384.82</u>
Other Income/Expense			
Other Expense			
Capital Outlay	12,956.29		
Fund Transfers Out	0.00	150,000.00	-150,000.00
Contingency	0.00	100,000.00	-100,000.00
Total Other Expense	<u>12,956.29</u>	<u>250,000.00</u>	<u>-237,043.71</u>
Net Other Income	<u>-12,956.29</u>	<u>-250,000.00</u>	<u>237,043.71</u>
Net Income	<u><u>-324,203.11</u></u>	<u><u>-440,862.00</u></u>	<u><u>116,658.89</u></u>

Facility Maintenance Reserve Fund
Balance Sheet
 As of April 30, 2015

	<u>Apr 30, 15</u>	<u>Apr 30, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Umpqua Bank - Money Market	166,700.43	290,282.47	-123,582.04
Total Checking/Savings	<u>166,700.43</u>	<u>290,282.47</u>	<u>-123,582.04</u>
Total Current Assets	<u>166,700.43</u>	<u>290,282.47</u>	<u>-123,582.04</u>
TOTAL ASSETS	<u><u>166,700.43</u></u>	<u><u>290,282.47</u></u>	<u><u>-123,582.04</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	98,263.54	123,719.53	-25,455.99
Total Accounts Payable	<u>98,263.54</u>	<u>123,719.53</u>	<u>-25,455.99</u>
Total Current Liabilities	<u>98,263.54</u>	<u>123,719.53</u>	<u>-25,455.99</u>
Total Liabilities	98,263.54	123,719.53	-25,455.99
Equity			
Fund Balance	166,595.95	96,288.94	70,307.01
Net Income	-98,159.06	70,274.00	-168,433.06
Total Equity	<u>68,436.89</u>	<u>166,562.94</u>	<u>-98,126.05</u>
TOTAL LIABILITIES & EQUITY	<u><u>166,700.43</u></u>	<u><u>290,282.47</u></u>	<u><u>-123,582.04</u></u>

**Construction Fund - Port of Newport
 Balance Sheet
 As of April 30, 2015**

	<u>Apr 30, 15</u>	<u>Apr 30, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Construction Fund Bank Accts	14,783.15	762,642.16	-747,859.01
Total Checking/Savings	<u>14,783.15</u>	<u>762,642.16</u>	<u>-747,859.01</u>
Other Current Assets			
Due From Other funds	189,745.24	0.00	189,745.24
Total Other Current Assets	<u>189,745.24</u>	<u>0.00</u>	<u>189,745.24</u>
Total Current Assets	<u>204,528.39</u>	<u>762,642.16</u>	<u>-558,113.77</u>
TOTAL ASSETS	<u><u>204,528.39</u></u>	<u><u>762,642.16</u></u>	<u><u>-558,113.77</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
A/P - Construction	8,571.21	0.00	8,571.21
Total Accounts Payable	<u>8,571.21</u>	<u>0.00</u>	<u>8,571.21</u>
Total Current Liabilities	<u>8,571.21</u>	<u>0.00</u>	<u>8,571.21</u>
Total Liabilities	8,571.21	0.00	8,571.21
Equity			
Fund Balance	750,803.54	1,212,169.60	-461,366.06
Net Income	-554,846.36	-449,527.44	-105,318.92
Total Equity	<u>195,957.18</u>	<u>762,642.16</u>	<u>-566,684.98</u>
TOTAL LIABILITIES & EQUITY	<u><u>204,528.39</u></u>	<u><u>762,642.16</u></u>	<u><u>-558,113.77</u></u>

**Bonded Debt Fund - Port of Newport
 Balance Sheet
 As of April 30, 2015**

	<u>Apr 30, 15</u>	<u>Apr 30, 14</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Gen Obligation Bond MM-OCB	357,513.22	312,946.22	44,567.00
Total Checking/Savings	<u>357,513.22</u>	<u>312,946.22</u>	<u>44,567.00</u>
Accounts Receivable			
Due from General Operating Fund	0.00	7,381.52	-7,381.52
Total Accounts Receivable	<u>0.00</u>	<u>7,381.52</u>	<u>-7,381.52</u>
Other Current Assets			
Property Tax Receivable	76,845.12	67,552.12	9,293.00
Total Other Current Assets	<u>76,845.12</u>	<u>67,552.12</u>	<u>9,293.00</u>
Total Current Assets	434,358.34	387,879.86	46,478.48
Other Assets			
Bond Issue costs, net of amort.	352,796.00	282,476.00	70,320.00
Total Other Assets	<u>352,796.00</u>	<u>282,476.00</u>	<u>70,320.00</u>
TOTAL ASSETS	<u><u>787,154.34</u></u>	<u><u>670,355.86</u></u>	<u><u>116,798.48</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Bonds Payable - Current	285,000.00	275,000.00	10,000.00
Total Other Current Liabilities	<u>285,000.00</u>	<u>275,000.00</u>	<u>10,000.00</u>
Total Current Liabilities	285,000.00	275,000.00	10,000.00
Long Term Liabilities			
2007 Series Bonds	4,196,895.00	4,311,895.00	-115,000.00
2008 Series Bonds	4,304,904.00	4,414,904.00	-110,000.00
2011 Series Bonds	5,207,881.00	5,267,831.00	-59,950.00
Total Long Term Liabilities	<u>13,709,680.00</u>	<u>13,994,630.00</u>	<u>-284,950.00</u>
Total Liabilities	13,994,680.00	14,269,630.00	-274,950.00
Equity			
Bonded Debt Fund Balance	914,547.00	1,108,548.00	-194,001.00
Retained Earnings	720,537.05	126,399.84	594,137.21
Opening Balance Equity	-15,156,375.83	-15,156,375.83	0.00
Net Income	313,766.12	322,153.85	-8,387.73
Total Equity	<u>-13,207,525.66</u>	<u>-13,599,274.14</u>	<u>391,748.48</u>
TOTAL LIABILITIES & EQUITY	<u><u>787,154.34</u></u>	<u><u>670,355.86</u></u>	<u><u>116,798.48</u></u>

**Port of Newport
Commissioner Meeting
May 26, 2015
Summary Update**

- A. The Agreement between Natt McDougall Co. and the Port of Newport for the International Terminal Renovation Project has been completed.**

- B. ORS 279C.355 requires a formal Post Project Evaluation when an agency does not use the competitive bidding process for a public improvement contract in excess of \$100,000. The Post Project Evaluation is attached to this Summary Update.**

- C. Finally, I, Frank Berg of Day CPM Services, would like to note my appreciation to the Port of Newport for the opportunity to have been able to serve as your project manager on this project. The trust and support of the Port Commissioners, the Port's General Manager Don Mann, and of those general public participates that attended the Commission meetings and workshops for more than the four years made this the most memorable project of my career. Thank you!**

POST PROJECT EVALUATION FOR A CONSTRUCTION MANAGER/GENERAL CONTRACTOR PROJECT

To the Port of Newport Commissioners
Port of Newport
May 26, 2015

Port of Newport
For the
Marine Terminal Reconstruction Project

ORS 279C.355 requires a formal Post Project Evaluation when an agency does not use the competitive bidding process for a public improvement contract in excess of \$100,000. The agency must prepare and submit the evaluation to the Director of the Department of Administrative Services (DAS), the local contract review board or, for public improvement contracts described in ORS 279C.050 (3)(B). The purpose of this evaluation is to determine whether it was actually in the agency's best interest to use an Alternative Contracting Method, and more specifically, the Alternative Method of Construction Manager / General Contractor. The evaluation must be delivered to the Director of DAS within 30 days of the date of final payment to the contractor or the date of final completion, whichever is later.

This evaluation consists of the following:

1. Project background giving a brief description of the project.
2. Financial information consisting of cost estimates, the Guaranteed Maximum Price (GMP), changes and the actual cost.
3. A narrative description of successes and failures in the design, engineering and construction of the project.
4. An objective assessment of the use of the CM/GC contracting method as compared to the Findings required by ORS 279C.335(2) (b). (Copy of Findings are attached as APPENDIX A.)

1. PROJECT BACKGROUND

In June 2007 the Port of Newport (Port) developed Findings supporting the use of the Construction Manager/General Contract (CM/GC) contracting method on the Marine Terminal Reconstruction Project (Project). A hearing was held to provide an opportunity for public comment on the draft Findings, and although no firms appeared that offered comments, one firm had submitted a letter to the Port opposing the exemption, and there were several individuals within the community that offered comments. The Port was granted the authority to use the CM/GC method. The Project design was begun and the CM/GC was selected using a competitive Request for Proposal (RFP) process. Five General Contractors responded to the RFP and three were selected for interview. The Selection Committee deliberated and the Natt McDougall Company was selected. The CM/GC became an integral member of the Project Team from that time forward.

The project design and construction had multiple constraints such as a lack of complete funding, restrictive permit requirements, environmental issues, structural considerations not only for the code seismic design but also tidal action of the river current and Pacific Ocean, allowing for use of the terminal services while under construction, and a multitude of unknown site conditions all of which were unquantifiable during the entire building of the project. To reconstruct the existing Marine Terminal was to remove all contaminated and hazardous materials from two concrete WWII cargo ships sunk on the north bank of the Yaquina Bay, filled with dredge spoils, and used as the foundation system for the existing dock that were in failure. The fuel tanks of these ships contained bunker "C" oil with the corroded fuel lines running the length of the ships contaminating nearly every hold, which created a threat to the surrounding area. Asbestos pipe and duct wrap, and other hazardous materials of unknown quantities required remediation. The purpose of the project was to reconstruct the existing Terminal facility, but also to create an environmentally clean site. One of the two ships, the SS Pasley had become unstable, rotated, cracked completely through the hull and had an oil leak into the Yaquina Bay, and that required this action. The spill was cleaned up, but the project was necessary to prevent any repeat of such occurrence in the future.

The first two years of the project were not successful due to conditions required by the regulatory agencies and independent environmental groups that cause the initial designs to be determined unacceptable. These designs were scrapped and this work had to start over with a consideration in total environmental cleanup of the project site. The cost expended to the project could not be reimbursed, and some \$2,000,000 was a loss to the Project Budget. The original construction costs of \$15 million appeared to be almost doubled in cost with these conditions applied.

Other than the constraints of regulated in-water work periods, the project was not constricted by a required end date schedule. Due to the great many unknowns and an inability to define scope of work accurately from the beginning of the project the Port decided to implement the CM/GC alternate method of contracting with a contract that provided for a rolling GMP. This allowed the project to proceed in portions with separate amendments to the CM/GC Agreement; each with a defined scope, GMP amount, and schedule. This allowed a portion of the work to be developed, and saving subsequent portions to be applied back into the available funding. Also, this afforded the work to proceed within the funds available, and prevented the Port from over extending their funding resources while seeking alternative funding sources. The project was funded to start with a General Obligation Bond, and was subsequently supported by numerous grants from Connect Oregon, ARRA Grand & the Brownfield Revolving Loan, interest on the bonds, and low interest loans from the Business Oregon Department, one year's revenues from the NOAA facility, and loans by the Port of Newport. These were all gains to the project budget by the unrelenting efforts of the Port's General Manager and Commissioners.

While it was believed the project would be developed in phases, in actuality it was continuously constructed once construction was able to start. The project started in the spring of 2007, with construction starting in the fall of 2010, Substantial Completion was reached in the fall of 2013, and final completion in April 2015. The only interruption of

time dealt with the desired deeper dredging in front of the finished Cargo Dock that required mitigation work by the agencies which started about a year after Substantial Completion in the fall of 2014 until completion in April 2015. Amendments 31b and 32 were to facilitate this work and were the only real changes in the original scope.

2. FINANCIAL INFORMATION

The information in this section is provided in compliance with ORS 279C.355, (2) (a through c).

The original CM/GC Agreement noted a Target Guaranteed Maximum Price (GMP) range to be \$20,000,000 to \$21,000,000. The Project was made up of a total of 32 Amendments for specific portions of work to complete the Project. The total estimated GMP of all these Amendments totaled \$24,533,257.00.

Cost Control Benefits of CM/GC Preconstruction Services:

Original Const. Budget	Engineer's Cost Estimate	Initial GMP Target
15,000,000	30,000,000 – 35,000,000	20,000,000 – 21,000,000

There were no change orders to the CM/GC Agreement, only work amendments. This raised the final GMP to \$24,533,257.00. The Team's continual commitment to cost savings brought the actual construction cost down to \$18,681,920. This is an additional savings to the Port of \$2,318,080.

Change Order (Amendment) activity: (Red is Savings that were rolled back into the budget for Construction)

Item	Original Budget	Final Cost	Variance
CM/GC Target GMP	\$21,000,000.00	\$18,681,920.00	\$2,318,080.00
Amendment 1	\$1,842,932.00	\$1,724,935.13	\$117,996.87
Amendment 2	\$172,371.00	\$122,189.83	\$50,181.17
Amendment 3	\$1,381,194.00	\$1,052,900.76	\$328,293.24
Amendment 4	\$262,901.00	\$330,834.02	\$(67,933.02)
Amendment 5	\$471,479.00	\$221,722.43	\$249,756.57
Amendment 6	\$1,871,709.00	\$1,145,665.91	\$726,043.09
Amendment 7	\$997,668.00	\$809,251.30	\$188,416.70
Amendment 8	\$2,432,114.00	\$1,336,110.91	\$1,096,003.09
Amendment 9	\$172,371.00	\$1,724,935.13	\$65,455.42
Amendment 10	\$1,713,412.00	\$122,189.83	\$432,862.08
Amendment 11	\$586,395.00	\$1,052,900.76	\$34,398.46
Amendment 12	\$3,106,662.00	\$2,821,601.13	\$285,060.87
Amendment 13	\$1,082,157.00	\$1,032,557.17	\$49,599.83
Amendment 14	\$284,120.00	\$122,825.85	\$161,294.15
Amendment 15	(\$320,000.00)	\$(941,606.72)	\$621,606.72
Amendment 16	\$231,890.00	\$205,180.08	\$26,709.92
Amendment 17	\$209,971.00	\$207,678.38	\$2,292.62

Amendment 18	\$1,486,255.00	\$1,122,109.32	\$364,145.68
Amendment 19	\$214,402.00	\$174,358.23	\$40,043.77
Amendment 20	\$716,925.00	\$472,731.28	\$244,193.72
Amendment 21	\$410,470.00	\$404,362.54	\$6,107.46
Amendment 22	\$1,235,265.00	\$1,015,399.66	\$219,865.34
Amendment 23	\$584,940.00	\$510,635.68	\$74,304.32
Amendment 24	\$206,346.00	\$146,890.86	\$59,455.14
Amendment 25	\$402,489.00	\$371,688.26	\$30,800.74
Amendment 26	\$186,317.00	\$185,670.86	\$646.14
Amendment 27	\$413,290.00	\$400,909.62	\$12,380.38
Amendment 28	\$216,418.00	\$216,270.96	\$147.04
Amendment 29	\$264,078.00	\$2,821,601.13	\$101,210.11
Amendment 30	\$0.00	\$ 0.00	\$0.00
Amendment 31b	\$578,978.00	\$459,287.90	\$119,690.10
Amendment 32	\$431,582.00	\$221,272.94	\$210,309.06
Totals =	\$ 24,533,257.00	\$18,681,920.22	\$5,851,336.78

Because the saving or additional cost of each succeeding Amendment track the budget with the funds available, the total Amendments never exceeded the funds that were available for the Project. Therefore the true savings realized came from the completion and final costs for Amendments 31B and 32, or \$119,690.10 + \$210,309.06 equaling \$329,999.16. However, additional savings is realized from the portion of Amendment 31b that was for work outside the scope of this project. This was to be reimbursed through the funding for that work task resulting in an additional \$149,136 of savings realized. This brings the total savings to the Port of Newport of **\$479,135.16** in the final accounting of the GMP.

3. SUCCESSES AND FAILURES

The information in this section is provided in compliance with ORS 279C.355 (2) (d).

Although many potential problems were discovered by the CM/GC during the pre-construction phase of their activities, it was during construction that he consistently provided innovative ideas that saved both project dollars and time. The reconstruction of the Marine Terminal although difficult was matched by environmental issues, and the need to stay within a budget that was never enough to complete the project. The CM/GC provided information regarding the demolition and remediation plan, the structural, as well as electrical portions of the Project. Information that was gained from this collaborative effort lead to alternatives to fundamental needs not able to be defined or recognized during pre-design, or design, but many during construction.

SUCCESSES:

Some examples of benefit added to the Project by having a CM/GC are as follows.

- a. Use of the existing east fishing dock as the temporary shoring for the new east dock: This is a scope of work that was identified by the structural engineer during the preparation of the construction documents. One of the mandates for

this project was to allow the continued use of the existing east dock during the construction operations to provide service to the Distant Water fishing fleet (the most important client of the Marine Terminal). The CM/GC proposed a method of completing the new Cargo Dock, or the West Dock, and providing a shift of services temporarily while the new East dock was to be constructed. Also, the existing east dock was not founded on one of the existing ships, but was out board into the bay supported on wood piling. The CM/GC's plan was to use the existing east dock as the shoring for the new dock providing thousands of dollars in savings. When the existing old wood dock was to be removed the CM/GC discovered a method of removal while on the newly constructed East Dock that saved cost, and time during the sensitive in-water work period.

- b. Environmental work plan: The Port, in an interest of providing assurances regarding the remediation work, had the CM/GC provide complete work plans of how each of the ships was to be remediated and then removed with complete cost estimates for doing the work as part of their submission for the Joint Permit. The Port also hired Demolition/Remediation Contractors (two) to provide a peer review of the CM/GC's plan. Both peer reviews provided confirmation to the legitimacy of the CM/GC's work plan and the estimate. Along with this conclusion, both peer reviewers made a very strong recommendation to the Port that this work would require a negotiated contract. Both concluded that there was no way to develop a scope of work other than to figure a complete remediation. This they concluded would be a high risk to the Port, and cost prohibitive.

Prior to construction starting, the CM/GC requested that he be allowed to perform the environmental cleanup work as a self-performed activity. This he explained would allow him to develop a plan to remove the material within the ships with his labor and to use the trained environmental crew where and when they provide the most cost effective services. Each hold of the ships had to have the contents of dredge spoils tested and removed. If contaminated it would be segregated, dewatered, and would go to an approved landfill for disposal. Constant monitoring of the environmental personnel on site was key, and all dewatering of these materials and use of the water for pressure blasting the holds clean was filtered to a level beyond what existed in the Bay where it was returned. The Contractor was able to keep a tight control on the greatest unknown of the project, which was the environmental cleanup. This tight control brought significant cost savings to the Project. So successful was this cleanup that the Project was awarded the prestigious Phoenix Award for Brownfield cleanup. Each ship was certified inert, and the site is now 100% free of hazardous or contaminated material.

- c. Floating the SS Pasely after being sunk for over 60 years: The initial work plan of the CM/GC was to fully remove the SS Pasely, but only render the SS Hennebique inert, remove most of the top of the vessel, and cover it with paving. The plan further requires building a coffer dam, or containment wall, around the SS Pasely. The SS Pasely would be remediated hold by hold, and reballasted to keep her stable within the coffer dam at depths of 12 feet

providing walers and struts to support the coffer dam. After the SS Pasley's holds were systematically emptied, the blast holes patched, pressure blasted, and certified inert, and reballasted for stability, the CM/GC brought forth an idea to pump the holds and float the ship. His proposal included a reef be created at the east end of the coffer dam to allow the SS Pasley to be brought onto this reef at high tide with the relief vents in the coffer dam to break the ship from bow to stern at each high tide. This provided a great relief for personnel safety during the course of this work to remove the SS Pasely, and had positive impacts to both the cost and schedule for this complex activity beyond imagination.

- d. Salvage and recycling of the old ships: Typical for demolition, the owner will identify those elements to be salvaged, but otherwise all salvage and disposal is the responsibility of the Contactor, or in this case the CM/GC. However, the CM/GC tacked every pound of salvageable steel from the site, and both of the concrete ships. Every invoice submitted by the CM/GC provided a credit for each check he was issued by the salvage yard, which provided in Amendment 15 a credit of almost a million dollars to the project budget. In addition, the concrete from the demolished ships provided the sub-base material for the sites refurbished areas of paving. So, except for the materials within the holds of the two existing ships all materials were either salvaged with the savings going to the project or recycled back into the project itself.
- e. Redesign of the new bank stabilization to eliminate the need for tiebacks and dead men at the West Wing Wall: During construction the wall that ran to the northwest at the northwest corner of the new West (Cargo) Dock was required to have tie backs installed to provide retainage. However, it was discovered that it was not possible to install these tiebacks on what was to be the new bank site of the wall. Additional tie rods to dead men were proposed as a solution. It was determined that by increasing the finished slope of the new rip rap bank from a 2:1 to a 1.5:1 would provide greater support for this wall, and provided for a substantial savings in both cost and schedule to the project for this innovative idea.
- f. Reuse of the existing storm sewer system and saving a large portion of the existing site paving: Initially the design called for the removal and reinstallation of much of the existing storm sewer system, and required that most of the paved area to be replaced. The proposed storm water discharge filtration system into the Yaquina Bay was a very high cost to the project. It was determined that the major portion of the existing storm system could remain and be reused in the new design. Also, the existing paving in those areas of this storm system could work with the new design, and that the discharge filtration system as proposed could be changed to local filtration at the existing and new catch basins. This reduced the total cost of the initial site storm water discharge system and repaving of the site by almost 40%.

FAILURE: There are no real failures to report:

4. OBJECTIVE ASSESSMENT COMPARED TO THE FINDINGS

The information in this section is provided in compliance with ORS 279.355(2) (e), and the references to “Parts” means numbered sections of the original Findings.

- a. Part 3(a) – Operational, Budget and Financial Data: The proposed budget for the work to be performed under this contract is 18 million dollars.

The scope of the project changed after these finding were produced, and about 2 million dollars were spent on a plan to encapsulate, whereas the new scope was to include the complete environmental cleanup of the site. This was explained in the Project Background previously. The final budget will be about \$27 million.

- b. Part 3(b) - Public Benefit: The public will benefit from improved harbor access provided by renovation of the Terminal. A functioning and safe Terminal will support the commercial fishing industry, import/export operations and other marine uses of the Newport harbor and will add to the economic vitality of the community. Repair of the Terminal will also reduce environmental and safety hazards associated with the existing facilities.

The International Terminal is now one of the most efficient deep water ports on the west coast. The Marine Terminal Reconstruction will provide support for the Distant Water fishing fleet, the potential of import/export operations, and provide for the economic development for marine use in the Newport harbor. The Terminal is a 100% environmentally clean and safe site with no contaminates or hazardous materials remaining.

- c. Parts 3 (c) – Value Engineering: The negotiated contract approach gives the contractor an increased opportunity to engage in value engineering (the process of identifying construction economies that can be achieved through incorporation of design revisions/refinements), which increases the likelihood of cost savings to the Port.

Section 3, Successes and Failures of this report covers several situations where value engineering played a large role in providing cost savings and economies in design, but also throughout the course of construction. Because of the use of the Rolling GMP there were opportunities to review options for potential saving through the value engineering process throughout the entire project. Some many instances where the CM/GC and the other team members provided value engineering ideas that they are too many to put into this report. They varied from using surplus piling for the moorage dolphin to the development of a most cost effective and schedule efficient way to remove the existing wood east dock from under the new East Dock.

- d. Part 3 (d) – Specialized Expertise: As discussed below in subsection (g), the

project will require special knowledge and experience due to the unusual nature of the Terminal Dock, the need to accommodate existing maritime traffic during reconstruction, and seasonal limitations on in-water operations.

The CM/GC selected had a great deal of experience in the marine construction industry, and understood the need to cooperate with the necessary agencies having jurisdiction. The project was never able to have a fixed schedule due to funding constraints, and unknown conditions. The CM/GC expertise in being flexible to adapt as necessary to accommodate both the environmental cleanup, and reconstruction activities within the constraints of the required permitting agencies while providing for the continued function of the facilities tenants provides a strong testament for this Finding.

- e. Part 3 (e) – Public Safety: All work will be performed in accordance with OR-OSHA safety regulations. The Port and the contractor will work with the public to minimize hazards related to construction or related to the current state of the Terminal. The project will lead to improved public safety by repairing the currently unstable docks and improving usability of the Terminal area.

Strict compliance with all safety requirements were adhered to throughout the cost of the environmental cleanup and reconstruction work on this project. There were no reported accidents or injuries during the course of the project, and the final condition of the project provides for a usable International Terminal.

- f. Part 3 (f) – Market Conditions: It is expected that there will be several competitors available to propose as general contractors on this project.

The Market Conditions proved to be favorable for the competitive RFP selection process use, and provide for numerous responses from qualified general contractors.

- g. Part 3 (g) – Technical Complexity: The various technical complexities of the project are best addressed by a collaborative team effort of the Port, the design team and a CM/GC contractor:

- The existence of two sunken ships along the berth is very anomalous and development of reconstruction solutions that restore the integrity of the docks presents an exceedingly complex design challenge. The active involvement of a marine-oriented CM/GC contractor during the design process will add a continuous value engineering process during design, ensuring that the designs are constructible and economic.
- The CM/GC contractor's input regarding maintaining fishing industry operations during reconstruction and restoring import/export operations at the earliest possible date will ensure the reliability of the phasing and sequencing decisions.

In-water construction work is restricted to the period from November 1 to February 15 of each year due to fish migration issues. The CM/GC contractor's input regarding production rates will ensure that predicted work can be accomplished during each window of opportunity.

The use of collaborative team effort on this project is the greatest factor that provided for its success. The project was defined as technically complex in this finding, but expanded in complexity as it progressed. The project was broken into sequentially smaller components of work that allowed for better definition of the unknown complexities. This effort provided a clearer course of action than could have been defined in its beginning. The vigilant efforts, patience, and guidance on the part of the CM/GC and the team provided assurance of success throughout the course of the project. Partnering is a good term to define this collaborative effort.

- h. Part 3 (h) – Funding Sources: The project will be funded by the Port using bond revenues and with the assistance of a Connect Oregon grant from the Oregon Department of Transportation.

As noted in Section 2 of this evaluation, Financial Information, there were several additional funding sources necessary to complete this project, and this was due to the change in the scope after these findings were developed. However, all aspects of the Findings including this one were part of the projects success.

- i. Part 4. Findings – Competition and Cost Savings:

At the conclusion of the job the savings between the GMP and the actual Project costs accrued to the Port of Newport. The fact that some of these savings were used to fund additional Owner requirements did not diminish the value of the delivery method. Gaining the exemption for and using the CM/GC method of alternative contracting on the Marine Terminal Reconstruction Project were sound decisions. The Port concludes that the requirements set forth in ORS 279C.335 (2) below were met as follows:

Use of the proposed alternative contracting method is unlikely to encourage favoritism or diminish competition and will result in substantial cost savings to the Port.

- (a) Unlikely to Encourage Favoritism or Diminish Competition

Comment: No favoritism was encouraged and all portions of the work were competitively procured and the vast majority of the work was performed by subcontractors.

"and"

- (b) Will result in Substantial Cost savings

Comment: Section 2 above shows that the use of the CM/GC method on the Project resulted in a substantial cost savings over the initial estimate.

5. SUMMARY CONCLUSION

After an objective evaluation of the Marine Terminal Reconstruction Project, the Port of Newport concludes that use of the CM/GC Project Delivery Method for this project was a complete success. The benefits were many. They included cost control, quality control, better information for decision making, improved teamwork and less risk of contract disputes. Any areas of concern, such as lack of competition in the distribution of work did not materialize. For this project that had budget and other risks associated with remodeling an occupied facility, the CM/GC Delivery Method proved to be an excellent tool for managing those risks.



NOAA Fund

April 21, 2015 through May 18, 2015

Date	Num	Name	Memo	Amount
04/21/2015	12649	Williams Scotsman Inc	Rent Mobile Office	291.04
04/27/2015	12650	PSI Progressive Services Inc	Checks Reorder	205.01
04/27/2015	12651	Rick Fuller	Mileage	331.78
04/27/2015	12652	Verizon Wireless	Phone charges	61.64
04/29/2015	12653	Grainger	Pressure Gauge	42.53
04/29/2015	12654	T & L Chemical Toilet Service	Chemical Toilet Service and Pum	135.00
05/05/2015	12655	Barrelhead Supply, Inc.	PVC Fittings	34.22
05/05/2015	12656	Kroger - Fred Meyer Customer Charges	Landscape and Pest Supplies	95.23
05/05/2015	12657	Newport Auto Parts, Inc.	Drive Belts for HVAC	78.05
05/05/2015	12658	Pioneer Telephone Cooperative	Telephone Service	242.94
05/05/2015	12659	Platt Electrical Supply, Inc.	Emergency Ballasts	212.00
05/05/2015	12660	TCB Security Services Inc	Elevator Phone Monitoring NOAA	20.00
05/12/2015	12661	AVS Elevator	Quarterly Service	487.26
05/12/2015	12662	Lincoln County Public Works	Fuel	106.02
05/12/2015	12663	Thompsons Sanitary Service	Disposal & 20YD Dumpster	325.10
05/13/2015	12664	Chase-Visa	DAS SPO training & Hippo Supp	549.00
05/13/2015	12665	Standard & Poor's	Annual Fee	10,000.00
05/18/2015	12666	Central Lincoln PUD	Electric	58.66
05/18/2015	12667	S.D.A.O Special District Association	NOAA Health Ins	648.67
TOTAL				13,924.15



Construction Fund

April 21, 2015 through May 18, 2015

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/18/2015	11794	Day CPM	Mitigation Work	770.00
			<u>TOTAL</u>	<u>\$770.00</u>



Operating Fund

April 21, 2015 through May 18, 2015

Date	Num	Name	Memo	Amount
04/21/2015	36701	Design Space	Customs Office	217.00
04/27/2015	36702	Abby's Legendary Pizza	Lunch for meetings	257.50
04/27/2015	36703	Amerigas	Propane Hose and Exchange	35.00
04/27/2015	36704	NW Natural	SB Gas	220.77
04/27/2015	36705	Penny Gabrielson	PCC Conference Expense	318.52
04/27/2015	36706	Sears Commercial One	Replace Dryers SB	5,093.91
04/27/2015	36707	Verizon Wireless	Port cell phones	356.75
04/29/2015	36708	AboveBoard Electric Inc	Install Circuit and Wire New Compressor	752.25
04/29/2015	36709	Allegiance Benefit Plan Mgmt	Insurance Withholding	450.08
04/29/2015	36710	CenturyLink - Business Service	Telephone	29.24
04/29/2015	36711	Newport Signs	Decals for Truck	175.00
04/29/2015	36712	T & L Chemical Toilet Service	Chemical Toilets Bayfront	486.00
05/06/2015	36713	Alan Brown Tire Center	Tires for Old Riding Mower	66.44
05/06/2015	36714	Appliance Service Station	Service Call for Dryer	65.00
05/06/2015	36715	Arrow Heating & Sheet Metal	Foil Mastic	46.62
05/06/2015	36716	Barrelhead	Sheetrock and Supplies CM Shop	1,314.96
05/06/2015	36717	Central Lincoln PUD	Electric	1,317.29
05/06/2015	36718	City of Newport	Water and Sewer	3,900.85
05/06/2015	36719	Coastal Paper & Supply, Inc.	Paper and Cleaning Supplies	947.30
05/06/2015	36720	Copelund Lumber Yards, Inc.	Hardware	23.23
05/06/2015	36721	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
05/06/2015	36722	Department of Environmental Quality	Annual Stormwater 118173 Terminal	875.00
05/06/2015	36723	Direct TV	Cable SB	899.29
05/06/2015	36724	Englund Marine Supply Co, Inc	Rain Gear and Hardware	510.24
05/06/2015	36725	Fred Meyer Customer Charges	Batteries, Hose Fittings, Memory Sticks	141.08
05/06/2015	36726	Haglund, Kelley, Jones & Wilder LLP	Review Terminal Negotiations	400.00
05/06/2015	36727	Idea Print Works, Inc.	Port Clothing	139.50
05/06/2015	36728	Industrial Welding Supply, Inc	Impact Wrench	194.74
05/06/2015	36729	JC Market	Snack for Meeting	39.13
05/06/2015	36730	LazerQuick	20 Books of Bylaws	97.55
05/06/2015	36731	Lock Masters	Repair Door Lock Bar and Extra Keys	133.00
05/06/2015	36732	NEBC	Managing Stormwater in Oregon Conference	195.00
05/06/2015	36733	Newport Auto Parts Inc	Battery for Pressure Washer	79.81
05/06/2015	36734	Northwest Parking Equipment	Keypad, Launch Station	169.81
05/06/2015	36735	Pioneer Printing, Inc.	Business Cards	110.70
05/06/2015	36736	Pioneer Telephone Cooperative	Telephone	226.30
05/06/2015	36737	Platt	Electrical Fittings	47.22
05/06/2015	36738	Pro-Build	Sash Lock	3.49
05/06/2015	36739	Sherwin Williams	Paint for CM Shop	373.46
05/06/2015	36740	Shoreside Marinas	Angle Brackets for PD5 Repairs	1,439.84



Operating Fund

April 21, 2015 through May 18, 2015

05/06/2015	36741	Staples	Office Supplies	330.94
05/06/2015	36742	Suburban Propane	Fill Propane Tanks	505.35
05/06/2015	36743	TCB Security Services, Inc	Monthly Security Contract	6,701.00
05/06/2015	36744	U.G. Cash & Carry	Degreaser, Plates, TP	95.97
05/06/2015	36745	US Bank	FFC OBLIG SERIES 2013 Administration Fee	600.00
05/06/2015	36746	Xerox Corporation	Copier	189.59
05/06/2015	36747	Yaquina Bay Communications	Radio Ad Contract	100.00
05/06/2015	36748	Yaquina Boat Equipment, Inc	Bearing Flanges for Compactor	98.31
05/06/2015	36749	City of Newport	Water and Sewer	2,830.10
05/12/2015	36750	ALSCO	Shop towels and Mats	256.71
05/12/2015	36751	Alesea Bay Power Products	Repair Mower	288.06
05/12/2015	36752	Carson Oil Company	VOID: Fuel	0.00
05/12/2015	36753	Central Lincoln PUD	Electric	8,312.68
05/12/2015	36754	Century Link	Telephone	379.00
05/12/2015	36755	CenturyLink - Business Service	Telephone	24.95
05/12/2015	36756	Dahl & Dahl, Inc	Dispose Waste Wood	200.45
05/12/2015	36757	Department of State Lands	Hoist Dock Piling Replacement Prmt APP0053676	720.00
05/12/2015	36758	Four c's Environmental Inc.	Contracted Water Sample Testing	15,095.00
05/12/2015	36759	Haglund, Kelley, Jones & Wilder LLP	Review Terminal Negotiations	550.00
05/12/2015	36760	HC Etc., Inc	Monthly IT Hours	1,749.68
05/12/2015	36761	Lincoln County Public Works	Fuel for Trucks	491.61
05/12/2015	36762	News-Times	Chamber Ad and Notices	1,111.91
05/12/2015	36763	Oregon DMV	VOID: Application for Record Inquiry for South Beach	0.00
05/12/2015	36764	Thompson's Sanitary Service, Inc	Trash Disposal Service	3,995.30
05/12/2015	36765	Voya (State of Oregon Plan)	Monthly Employee Contribution to Deferred Comp	100.00
05/12/2015	36766	Central Lincoln PUD	Electric	2,090.36
05/14/2015	36767	Employee	Mid Month Draw	450.00
05/14/2015	36768	Employee	Mid Month Draw	500.00
05/14/2015	36769	Employee	Mid Month Draw	500.00
05/14/2015	36770	Employee	Mid Month Draw	300.00
05/14/2015	36771	Employee	Mid Month Draw	475.00
05/14/2015	36772	Employee	Mid Month Draw	500.00
05/14/2015	36773	Employee	Mid month Draw	300.00
05/14/2015	36774	Employee	Mid month draw	700.00
05/14/2015	36775	Employee	VOID: Mid Month Draw	0.00
05/14/2015	36776	Employee	Mid month Draw	300.00
05/12/2015	36777	Carson Oil Company	Fuel	19.04
05/14/2015	36778	Employee	Mid Month Draw	1,500.00
05/12/2015	36779	Home Wire LLC	Build and install 24 channel rack system for SB	4,999.00
05/13/2015	36780	Chase - Visa	Conference Travel, Amazon	1,762.75
05/13/2015	36781	CoastCom Inc	Internet and E-mail	712.00
05/13/2015	36782	Petty Cash	Barrelhead and Office Supplies	249.76
05/15/2015	36783	Cedar Creek Quarries, Inc	Crushed Rock for Annex	340.16
05/18/2015	36784	Central Lincoln PUD	Electric	973.99



Operating Fund

April 21, 2015 through May 18, 2015

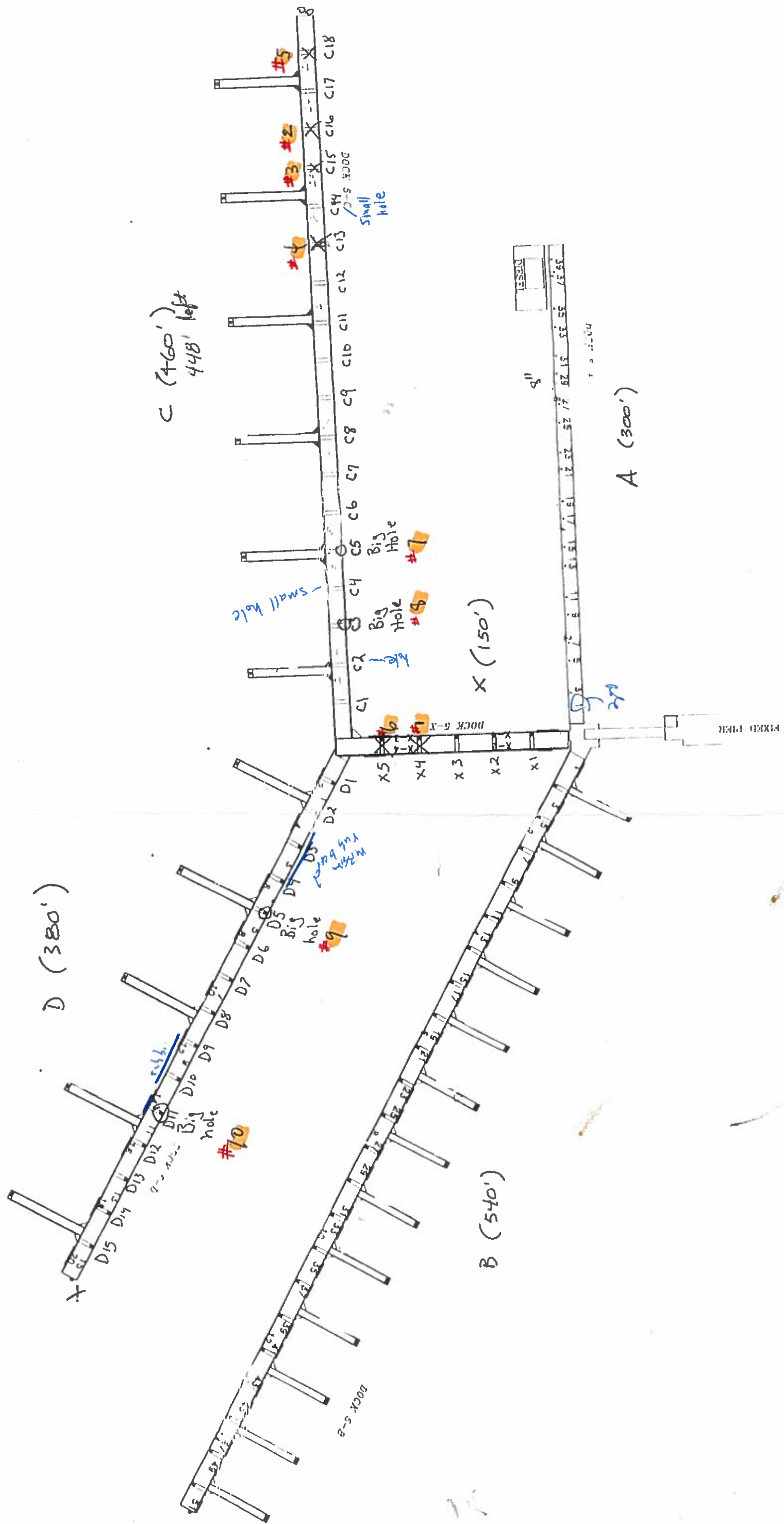
05/18/2015	36785	City of Newport	Room Tax	1,903.59
05/18/2015	36786	Design Space	Customs Office	835.00
05/18/2015	36787	MACPHERSON, GINTNER & DIAZ	Review General Business -PG	4,137.50
05/18/2015	36788	North Coast Electric Company	Breakers and Receptacles for Dock Repairs	957.90
05/18/2015	36789	Special Districts Insurance Service	Health Plan	9,480.06
05/18/2015	36790	Toyota Financial Services	Forklift CM	1,044.20
05/18/2015	36791	ULINE	Trailer Parking Tags	223.73
05/18/2015	36792	Central Lincoln PUD	Electric	3,762.90

TOTAL	107,092.42
--------------	-------------------

from 2008 pics

5/15/2015

X = Missing / Failed



**PORT OF NEWPORT
RESOLUTION NO. 2015-06**

A RESOLUTION SETTING RATES, FEES, AND CHARGES

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

WHEREAS, Port of Newport Facilities Code Sec. 1.2(f) and 2.10(c)(6) requires the Commission to set rates and charges for moorage and electrical usage by the adoption of a “fee schedule” by resolution; and

WHEREAS, the Port Commission last adjusted rates, fees and charges via Res. No. 2014-11 on Sept. 23, 2014; and

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

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Service Rates. Rates apply to all Port of Newport locations unless otherwise noted. Rates become effective July 1, 2015. Port owned equipment to be operated by port personnel. No forklifts or boom trucks not belonging to the port shall be operated on port property.

	OLD	NEW	+/-
A. <u>Forklift.</u> In addition to labor rate.			
1. Small. Toyotas.			
a. per hour	\$10.00	\$11.00	10%
b. minimum charge	\$ 6.25	\$7.00	12%
2. Large. All at International Terminal (IT).			
a. per hour	\$25.00	\$27.50	10%
b. minimum charge	\$15.00	\$16.50	10%
B. <u>Hoist Dock.</u> Tie up fee, per hour			
1. one hour minimum, up to 3 hrs.	\$35.25	\$36.25	3%
2. after 3 hours.	---	\$43.00	n/a
C. <u>Hoist Dock Cranes.</u>			
1. Large Capacity. In addition to labor rate.			
a. per hour.....	\$35.00	\$38.50	10%
b. minimum charge	\$27.00	\$29.75	10%
2. Launch Sail Boats. Includes recovery, per launch.....	\$40.00	\$41.25	3%
D. <u>Service Docks.</u>			
1. Swede's. In addition to moorage.daily moorage rate		same	0%
E. <u>City Water.</u> at city's rate			
F. <u>Fuel Surcharge.</u> International Terminal only. Per gallon.....	\$ 0.03	\$ 0.03	0%
G. <u>Electricity.</u> Swede's Dock, Dock 1, and IT. Per day charge.			
1. 208/220 v, single phase & 208 v three phase.....	\$14.25	\$14.75	3%
2. 120v. IT	--		
.....	\$6.25	n/a	
3. 220 or 408/440v three phase.....	\$14.25	\$14.50	2%
4. PD 7 Service Dock, 110v pumps.....	\$ 6.00	\$ 6.25	4%
5. PD 7 Yard Charge, trucks.....	\$11.00	\$11.25	2%
H. <u>Hydraulic Crane.</u> In addition to labor rate. 30 ton capacity, per hour.....	\$125.00	\$128.75	3%

	OLD	NEW	+/-
I. <u>Pump/Line Service.</u> Includes one Port employee only. Additional staff required will be billed at the established hourly labor rate. Per hour.....	\$55.00	\$56.75	3%
J. <u>Storage.</u>			
1. Outside Lot Storage			
a. per square foot, daily rate.....	---	\$0.01	n/a
b. per square foot, monthly charge	\$ 0.20	\$0.21	5%
c. minimum monthly charge.....	\$20.00	\$21.00	5%
d. boat trailer only, per night.....	\$ 2.00	\$2.10	3%
e. boat on trailer, per night, 10 days limit	\$ 7.00	\$7.20	3%
2. Emergency Storage Fee. Per day billed as guest. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245) Charge for improper use of parking lot (i.e. boat repair).....		\$20.00	5%
K. <u>Gear Work.</u> Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate.			
1. Commercial Marina, per day	\$17.75	\$18.25	3%
2. Terminal Lot, per day. Short term use only. Deep-draft cargo has priority	\$17.75	\$18.25	3%
3. South Beach Marina, per day.....	\$17.75	\$18.25	3%
L. <u>Work Barge.</u> In addition to labor rate.			
1. Tug, per hour.....	\$110.00	\$121.00	10%
2. Wood Barge, per day (tug extra)	\$21.00	\$23.00	10%
3. Skiff, per hour	\$12.00	\$13.00	8%
M. <u>Clean-up.</u> Fees will be charged for each man-hour at the established labor. Equipment charges are extra			
1. Oil Spills, per hour	\$82.00	\$90.00	10%
N. <u>Disposal Fees.</u>			
1. Just Oil, per gallon.....	\$ 0.28	\$ 0.29	4%
2. Oil-Water Mix, per gallon.....	\$ 0.72	\$ 0.74	3%
3. Net Disposal and/or Related Gear, per pound.....	\$0.155	\$0.160	3%
4. Garbage, per pound	\$0.105	\$0.110	5%
O. <u>Port Labor.</u> Includes administration staff.			
1. per hour; 3/4 hour minimum, in 15 min. increments	\$46.75	\$49.00	5%
2. Overtime. Any services required outside the established working hours, unless otherwise posted, will be charged at one and one-half times (1.5) the normal rate for labor. Per hour, 1 hour minimum.....	\$70.25	\$73.50	5%
3. Emergency Call-out. Any services requiring a port employee not currently on duty to report to duty after hours, will be charged at twice (2.0) the normal rate for labor. Per hour	n/a	\$98.00	n/a
P. <u>Pallet Charge.</u> Any Port owned pallet leaving yard, each.	\$ 5.15	\$ 5.30	3%
Q. <u>Dredge Spoils.</u> Includes state fees. Per cubic yard.....	\$ 2.00	\$ 2.00	0%
R. <u>Keys/Cards.</u>			
1. South Beach Facilities. Cards.			
a. original/first two	free	free	0%
b. replacement/additional.....	\$ 5.00	\$ 5.50	10%
2. Bay Front Facilities. Keys.			
a. original/first one.....	\$15.00	\$15.50	3%
b. replacement/additional.....	\$25.00	\$27.50	10%

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

	OLD	NEW	+/-
A. <u>Moorage.</u> Per linear foot.			
1. Daily	\$ 0.42	\$ 0.44	5%
2. Calendar Month.....	\$ 7.78	\$ 8.00	3%
3. Semi-Annual.....	\$29.51	\$30.40	3%
4. Annual	\$39.17	\$40.35	3%
5. Live aboard. Monthly rate by agreement only.			
a. First person.....	\$47.00	\$48.41	3%
b. Each Additional	\$40.75	\$41.97	3%
B. <u>Annual Parking Permit.</u> Rate effective for calendar year starting July 1 st . Commercial Fisherman only.....	\$20.00	\$21.00	5%

Section 3. South Beach Charges. Per linear foot. All charges for greater length between dock and boat except for F-Dock which is boat length only. Effective November 1, 2015.

A. <u>Moorage.</u> Per linear foot.			
1. Daily	\$ 0.60	\$ 0.62	3%
2. Weekly.....	\$ 3.60	\$ 3.71	3%
3. Calendar Month.....	\$ 9.22	\$ 9.50	3%
4. Semi-Annual.....	\$33.97	\$34.99	3%
5. Annual	\$53.75	\$55.36	3%
6. Live aboard. Monthly rate by agreement only.			
a. First person.....	\$47.00	\$48.41	3%
b. Each Additional	\$40.75	\$41.97	3%
c. Electrical Surcharge	-----	\$30.00	n/a
B. <u>South Beach Charter Rates.</u>			
1. Annual Moorage, per linear foot (PONFC)	\$41.53	\$43.19	4%
2. Charter License	\$300.00	\$300.00	3%
C. <u>Dock Box.</u>			
1. Purchase (at cost)	\$280.00	\$300.00	0%
D. <u>Electrical Upgrade.</u> From 20 to 30 amp. One time	\$50.00	\$51.50	3%
E. <u>Line Replacement.</u> Per foot, per time	\$ 0.50	\$ 1.00	100%
F. <u>Launch Fee.</u>			
1. Daily	\$ 6.00	\$ 6.00	0%
2. Annual			
a. Resident.....	\$55.00	\$55.00	0%
b. Resident Senior	\$50.00	\$50.00	0%
c. Non-resident	\$75.00	\$75.00	0%

Section 4. Recreational Vehicle Park Fees. Effective November 1, 2015.

A. <u>Peak Season (Summer).</u> May 1 – October 31			
1. All Marina Park Sites			
a. Daily			
i. Regular.....	\$43.00	\$43.00	0%
ii. Good Sam	\$39.00	\$40.00	3%
b. Weekly			
i. Regular.....	\$261.00	\$269.00	3%
ii. Good Sam	\$236.00	\$243.00	3%
c. Monthly Rate.....	\$738.00	\$760.00	3%
2. The Annex.			
a. Daily	\$32.00	\$33.00	3%
	OLD	NEW	+/-

	b. Weekly	\$195.00	\$201.00	3%
	c. Monthly	\$584.00	\$602.00	3%
3.	Dry Camping	\$18.00	\$19.00	6%
B. <u>Off Season (Winter).</u> November 1 – April 30. No discounts during Seafood and Wine Festival.				
1.	All Sites in the Marina Park			
	a. Daily			
	i. Regular.....	\$37.00	\$38.00	3%
	ii. Good Sam	\$34.00	\$35.00	3%
	b. Weekly			
	i. Regular.....	\$221.00	\$228.00	3%
	ii. Good Sam	\$200.00	\$206.00	3%
	c. Monthly Rate.....	\$633.00	\$652.00	3%
2.	The Annex.			
	a. Daily.....	\$32.00	\$33.00	3%
	b. Weekly.....	\$195.00	\$201.00	3%
	c. Monthly.....	\$584.00	\$602.00	3%
3.	Dry Camping.....	\$18.00	\$19.00	6%
C. <u>Pet Fee.</u> Charged additionally.				
1.	Daily. First pet free; each additional	\$ 2.00	\$ 2.00	0%
2.	Weekly. First pet free; each additional.....	\$10.00	\$10.00	0%
3.	Monthly. Charged per pet including first	\$10.00	\$10.00	0%
D. <u>Individual Fee.</u> First two people free; each additional person charged.				
1.	Daily.....	\$ 2.00	\$ 2.00	0%
2.	Weekly.....	\$10.00	\$10.00	0%
3.	Monthly.....	\$30.00	\$30.00	0%
E. <u>Vehicle Fee.</u> Any combination of three axle pieces of equipment (i.e. trailer, fifth wheel, truck/car, storage trailer). Charged for fourth piece.				
1.	Daily.....	\$ 2.00	\$ 2.00	0%
2.	Weekly.....	\$10.00	\$10.00	0%
3.	Monthly.....	\$30.00	\$30.00	0%
F. <u>Non-Refundable Reservation Fee.</u>				
1.	Before 72 hours.....	\$10.00	\$10.00	0%
2.	72 hours and after		first night's rate	0%
G. <u>Service Fee Reimbursement.</u> For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port.				
		\$75.00	\$77.00	3%
H. <u>Laundry Machines.</u> per load.				
		\$ 2.00	\$ 2.00	0%
I. <u>Process Fees.</u> Any additional fees incurred by the Port as part of an eviction process.				
1.	Notice.....	\$50.00	\$50.00	0%
2.	FED Complaint.....	\$200.00	\$200.00	0%
3.	Court Hearing.....	\$165.00	\$165.00	0%
4.	Writ of Execution.....	\$140.00	\$140.00	0%

Section 5. Civil Penalties. Penalties found in PONFC (Sec. 7.4(a)). Paid in full. Effective July 1, 2015.

		OLD	NEW	+/-
A.	<u>Class A Violation</u>			
1.	0-14 days, per day.....	\$300.00	\$300.00	0%
2.	15-29 days, per day.....	\$600.00	\$600.00	0%
3.	30+ days, per day.....	\$1,000.00	\$1,000.00	0%
B.	<u>Class B Violation</u>			
1.	0-14 days, per day.....	\$150.00	\$150.00	0%
2.	15-29 days, per day.....	\$300.00	\$300.00	0%
3.	30+ days, per day.....	\$500.00	\$500.00	0%
C.	<u>Class C Violation</u>			
1.	0-14 days, per day.....	\$30.00	\$30.00	0%
2.	15-29 days, per day.....	\$60.00	\$60.00	0%
3.	30+ days, per day.....	\$100.00	\$100.00	0%
D.	<u>Class D Violation</u>			
1.	0-14 days, per day.....	\$15.00	\$15.00	0%
2.	15-29 days, per day.....	\$30.00	\$30.00	0%
3.	30+ days, per day.....	\$50.00	\$50.00	0%
E.	<u>Parking Violation.</u> Per event, both vehicles and trailers.			
1.	0-10 days, paid within.....	\$40.00	\$40.00	0%
2.	11-20 days, paid within.....	\$85.00	\$85.00	0%
3.	21+ days, paid within.....	\$125.00	\$125.00	0%

Section 6. Administrative Fees. Staff may require payment or deposit in advance of service (ORS 192.440(4)(a)). Effective July 1, 2015.

A.	<u>Public Records Request Fee Schedule.</u>			
1.	Copies of Public Records.....	\$0.25	\$0.25	0%
2.	Copies of Sound Recordings.....	---	\$10.00	n/a
3.	Copies of Port By-laws, Codes, Plans, bound documents....	---	\$20.00	n/a
4.	Copies of Nonstandard documents.....	---	\$20.00	n/a
B.	<u>Research.</u> Written request required. Hourly rate. ½-hr. min.	\$46.75	\$48.25	3%
C.	<u>Computer Time.</u> Port operator. Hourly rate. ½-hr. min.....	\$46.75	\$48.25	3%
D.	<u>Faxes/Emailing.</u> Per Page			
1.	Local.....	\$ 1.00	\$ 1.00	0%
2.	Long Distance	\$ 1.50	\$ 1.50	0%
3.	Incoming.....	\$ 1.00	\$ 1.00	0%
E.	<u>Long Distance Phone Calls.</u>	\$ 2.00	\$ 2.00	0%
F.	<u>Lamination.</u> Per Page, letter size.....	\$ 2.00	\$ 2.00	0%
G.	<u>Notice Posting.</u> For non-payment of lease or moorage.....	\$60.00	\$60.00	0%
H.	<u>Failure to Register.</u> For research related to unregistered boats.....	\$30.00	\$30.00	0%
I.	<u>South Beach Meeting Room.</u> Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers	\$75.00	\$75.00	0%
J.	<u>Returned Check Fee.</u> Plus bank fees.	\$25.00	\$ 50.00	100%
K.	<u>Per Annum Interest Rate.</u> Applied to past due accounts.....	18%	18%	0%
L.	<u>Collection Agency Mark-up.</u> Added to past due amount. (ORS 697.105)	+40%	+40%	0%
M.	<u>POV Mileage</u> Reimbursement Rate (IRS)	current	current	0%

	OLD	NEW	+/-
N. <u>Travel Reimbursement Rates</u> follow current IRS per diem rates current (http://www.gsa.gov/portal/category/104711)			0%
O. Impound Seizure Fee. Vessel impounding.....	\$550.00	\$750.00	36%
P. Special Use Permit Fee. GM has authority to adjust fee based upon non-profit status and other criteria	---	\$1,000.00	n/a
Q. Impound Seizure Fee. Car/Truck/Trailer.....	---	\$100.00	n/a
R. Vessel Moving. Does not include labor rate. Per day	---	\$250.00	n/a
S. Background Check	---	\$25.00	n/a
T. Credit Check.....	---	\$35.00	n/a

Section 7. Insurance Certificate Limits. Effective July 1, 2015.

A. <u>Leases/Tenants.</u>				
1.	Each Occurrence.....	\$1.7MM	\$1.7MM	0%
2.	Damaged to Rented Premises (each occurrence)...	\$300,000	\$300,000	0%
3.	Medical Expense (any one person).....	\$5,000	\$5,000	0%
4.	Personal & Adverse Injury	\$1.7MM	\$1.7MM	0%
5.	General Aggregate	\$1.7MM	\$1.7MM	0%
6.	Products – Comp/Op Agg.....	\$1.7MM	\$1.7MM	0%
B. <u>Moorage/Vessels.</u>				
1.	Commercial Vessels			
	a. General Liability			
	i. Protection & Indemnity / Wreck Removal	\$250k	\$250k	0%
	ii. Pollution Coverage	\$300k	\$300k	0%
	iii. Combine Coverage / Wreck Removal	\$600k	\$500k	0%
2.	Recreational Vessels			
	a. General Liability			
	i. Ocean Marine Liability / Wreck Removal.....	\$300k	\$300k	0%
	ii. Pollution Coverage	\$300k	\$300k	0%
	iii. or Watercraft Liability, specifically includes wreck removal and pollution. Umbrella clauses must identify boats exceeding 25 ft.	\$500k	\$500k	0%
3.	Charter/Guide Vessels			
	a. General Liability	\$1.7MM	\$1.7MM	0%

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

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

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

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

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 28th day of May, 2015.

ATTEST:

Walter Chuck, President

Ken Brown, Secretary/Treasurer

**PORT OF NEWPORT
RESOLUTION NO. 2015-06**

A RESOLUTION ADOPTING A COMPENSATION PLAN FOR PORT EMPLOYEES

WHEREAS, Resolution No. 2000-01 adopted Personnel Rules for public officials of the Port of Newport; and

WHEREAS, the Board of Commissioners believes that a Compensation Plan should be reviewed annually and adopted by resolution; and

WHEREAS, the Plan shall include rates of pay, entrance salaries, step increases and other employment benefits; and,

WHEREAS, elements of this plan were reviewed by the Port Commission at their April 7, 2015 budget priorities work shop and again by the Budget Committee at their May 12, 2015 meeting; and,

WHEREAS, the Budget Committee approved the FY 2014-15 budget as presented; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Purpose. The purpose of this resolution is to establish a Compensation Plan for employees in the career service of the port beginning July 1, 2015 and shall appear as an appendix in the Personnel Rules of the Port of Newport along with other supporting documentation.

Section 2. Cost of Living Adjustment (COLA). The port shall not issue a COLA for Fiscal Year 2015-16. The rate as identified in the most recent completed calendar year as published by the U.S. Bureau of Labor Statistics, Portland Consumer Price Index-U was 2.8%. All rates, categories and steps noted in this resolution shall not be adjusted. The state's minimum wage increased to \$9.25 per hour.

Section 3. Rates of Pay. Each employee shall be paid an hourly rate of pay within the salary range for the class in which he/she is employed. Rates of pay include twelve steps for eligible employees pursuant to Personnel Rules. The percent increase between steps shall be two-and-one-half percent (2.5%). Temporary or part-time employment rates start at Oregon state minimum wage unless approved by the General Manager.

	HOURLY	
	LOW	HIGH
A. <u>General Manager</u>	\$42.61	\$55.90
B. <u>Finance Director</u>	\$33.65	\$44.16
C. <u>Facilities Manager (MOC-P)</u>	\$29.90	\$39.23
D. <u>Operations Director</u>	\$33.65	\$44.16

E. <u>Grant/Permit Coordinator</u>	\$22.50	\$29.52
F. <u>Harbor Master</u>	\$19.48	\$25.56
G. <u>Terminal Manager</u>	\$18.04	\$23.67
H. <u>Maintenance I</u>	\$15.94	\$20.91
I. <u>Accounting Specialist I</u>	\$13.45	\$17.65
J. <u>Administrative Assistant</u>	\$11.94	\$15.67
K. <u>Maintenance II</u>	\$11.85	\$15.55
L. <u>Accounting Specialist II</u>	\$10.00	\$13.12
M. <u>Maintenance III</u>	\$9.25	\$11.94

Section 4. Health Care Insurance. The port shall cover the monthly premium for employees' health care insurance though coverage will be available for employees' spouse and dependents if fully paid by the employee unless otherwise stated within an employment contract. Coverage is provided through Pacific Source and Standard Insurance as negotiated by Special Districts Association of Oregon (SDAO). The medical plan includes a \$5,000 annual deductible, \$10,000 for family coverage.

	MONTHLY
A. <u>Medical</u> . "Red" Plan. PPO L	\$553.75 / \$1,578.19
B. <u>Dental</u> . Incentive Plan	\$49.88 / \$132.71

Section 5. Retirement Plan. The port shall provide employees with a retirement plan funded through the State of Oregon Public Employees Retirement System (PERS). The employee shall be responsible for their portion (6%) of the plan.

	MONTHLY
A. <u>Tier I</u>	14.39%
B. <u>Tier II</u>	14.39%
C. <u>OPSRP (Tier III)</u>	11.44%

Section 6. Health Reimbursement Arrangement (HRA). The port agrees to reimburse employees for eligible expenses (i.e. out-of-pocket expenses) above the \$1,000 deductible with an annual maximum reimbursement of \$3,500; \$2,000 deductible with an annual maximum reimbursement of \$7,000. The unused reimbursement may not be liquidated by the employee nor may it be carried over to the following fiscal year.

Section 7. Deferred Compensation. The port shall provide a deferred compensation plan for its employees through the Oregon Growth Savings retirement account. This plan is entirely funded through employee contributions.

Section 8. Section 125 Pre-tax Medical Plan. The port shall provide employees' access to a Flexible Spending Account or other Section 125 plan for dependent health care coverage paid for through employment agreements or by the benefitting employee.

Section 9. Bonus Consideration. The General Manager shall have the authority to issue on behalf of the port a holiday bonus to employees in an amount not

to exceed \$100 based upon financial and other considerations. Commission grants General Manager an equal bonus as may be issued to other career service employees.

Section 10. Delegation of Responsibility. The manager shall have the authority to adjust these rates or benefits on a temporary basis due to changes in any of the contractual agreements related to the aforementioned benefits. Any adjustments to these rates or benefits will be reported to the commission at its next regular meeting.

Section 11. Annual Review. The commission shall annually review and adopt a new Compensation Plan prior to the subsequent budget's adoption. A one page summary of the financial implications of this plan shall be included as a part of the proposed budget.

Section 12. Repealer. All previous rates and benefits are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 22nd day of May, 2015.

Walter Chuck, President

ATTEST:

Ken Brown, Secretary/Treasurer

**Hourly Wage Steps
Proposed - Fiscal Year 2015-16**



Steps

1	2	3	4	5	6	7	8	9	10	11	12
---	---	---	---	---	---	---	---	---	----	----	----

Maintenance

Maintenance III	\$ 9.25	\$ 9.33	\$ 9.56	\$ 9.80	\$ 10.04	\$ 10.30	\$ 10.55	\$ 10.82	\$ 11.09	\$ 11.36	\$ 11.65	\$ 11.94
Maintenance II	\$ 11.85	\$ 12.15	\$ 12.45	\$ 12.76	\$ 13.08	\$ 13.41	\$ 13.74	\$ 14.09	\$ 14.44	\$ 14.80	\$ 15.17	\$ 15.55
Maintenance I	\$ 15.94	\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.59	\$ 18.03	\$ 18.48	\$ 18.94	\$ 19.42	\$ 19.90	\$ 20.40	\$ 20.91
Terminal Manager	\$ 18.04	\$ 18.49	\$ 18.95	\$ 19.43	\$ 19.91	\$ 20.41	\$ 20.92	\$ 21.44	\$ 21.98	\$ 22.53	\$ 23.09	\$ 23.67
Harbor Master												
Marina Manager	\$ 19.48	\$ 19.96	\$ 20.46	\$ 20.97	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.15	\$ 23.73	\$ 24.32	\$ 24.93	\$ 25.56

Administration

Accounting Specialist II	\$ 10.00	\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$ 11.89	\$ 12.18	\$ 12.49	\$ 12.80	\$ 13.12
Accounting Specialist I	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65
Administrative Assistant												
Office Manager	\$ 11.94	\$ 12.24	\$ 12.54	\$ 12.86	\$ 13.18	\$ 13.51	\$ 13.85	\$ 14.19	\$ 14.55	\$ 14.91	\$ 15.28	\$ 15.67
Grant/Permit Coordinator												
Special Project Coordinator	\$ 22.50	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.84	\$ 25.46	\$ 26.09	\$ 26.75	\$ 27.41	\$ 28.10	\$ 28.80	\$ 29.52

Management

Port Manager	\$ 42.61	\$ 43.67	\$ 44.76	\$ 45.88	\$ 47.03	\$ 48.20	\$ 49.41	\$ 50.64	\$ 51.91	\$ 53.21	\$ 54.54	\$ 55.90
Finance Director	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16
Facilities Manager (MOC-P)	\$ 29.90	\$ 30.65	\$ 31.42	\$ 32.20	\$ 33.01	\$ 33.83	\$ 34.68	\$ 35.54	\$ 36.43	\$ 37.34	\$ 38.28	\$ 39.23
Operations Director	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16

SDIS Benefit Plan Design Overview

June 1, 2015-May 31, 2016

	BLUE PPO PLANS	RED PPO PLANS	WHITE PPO PLANS	HSA/HDP
DESIGN	PPO Plan with Regence network	PPO Plan with Regence network	PPO Plan with Regence network	Qualified High Deductible Health Plan with Regence network
CO-PAY	\$25 Office Visit co-pay for all plans	\$35 Office Visit co-pay for all plans	\$45 Office Visit co-pay for all plans	Not Applicable
CALENDAR YEAR DEDUCTIBLES	<u>Individual/Family</u> PPO II - \$200/\$600 PPO IIA - \$300/\$900 PPO III - \$500/\$1,500 PPO IV - \$1,000/\$3,000 PPO V - \$1,500/\$3,000 PPO VI - \$2,000/\$4,000 PPO VII - \$2,500/\$5,000	<u>Individual/Family</u> PPO C - \$300/\$900 PPO D - \$500/\$1,500 PPO E - \$1,000/\$3,000 PPO F - \$1,500/\$3,000 PPO H - \$2,000/\$4,000 PPO J - \$2,500/\$5,000 PPO K - \$3,000/\$6,000 PPO L - \$5,000/\$10,000	<u>Individual/Family</u> Value D - \$500/\$1,500 Value E - \$1,000/\$3,000 Value F - \$1,500/\$3,000	<u>Individual/Family</u> HSA 1 - \$3,000/\$6,000 HSA 2 - \$6,350/\$12,700
CALENDAR YEAR OUT OF POCKET MAXIMUM (INCLUDES DEDUCTIBLES & CO-PAYS)	<u>Individual/Family</u> PPO II - \$1,500/\$4,500 PPO IIA - \$2,000/\$6,000 PPO III - \$2,500/\$7,500 PPO IV - \$3,000/\$9,000 PPO V - \$3,500/\$10,500 PPO VI - \$4,000/\$10,500 PPO VII - \$4,500/\$10,500	<u>Individual/Family</u> PPO C - \$2,500/\$7,500 PPO D - \$3,000/\$9,000 PPO E - \$4,000/\$12,000 PPO F - \$4,500/\$12,700 PPO H - \$5,500/\$12,700 PPO J - \$6,500/\$12,700 PPO K - \$6,350/\$12,700 PPO L - \$6,350/\$12,700	<u>Individual/Family</u> Value D - \$4500/\$12,700 Value E - \$5,000/\$12,700 Value F - \$5,500/\$12,700	<u>Individual/Family</u> HSA 1 - \$6,000/\$12,000 HSA 2 - \$6,350/\$12,700
CO-INSURANCE	20% /40%	30%/50%	40%/50%	20%/50%
PRESCRIPTION DRUG BENEFIT	\$10/\$30/\$50 90-Day Supply: Retail 3x co-pay. Mail order 1x co-pay for generic & 2x copay for brand	\$10/\$30/\$50 90-Day Supply: Retail 3x co-pay. Mail order 1x co-pay for generic & 2x copay for brand	\$10/\$30/\$50 90-Day Supply: Retail 3x co-pay. Mail order 1x co-pay for generic & 2x copay for brand	HSA 1 - 20%/50% after deductible HSA 2 - No charge after deductible

ALTERNATIVE CARE COVERAGE FOR BLUE, RED & WHITE PLANS	
COVERED SERVICES	Acupuncture & Chiropractic manipulation with Regence providers
CO-PAY	Mirrors medical plan co-pay for office visits
MAXIMUM ANNUAL BENEFIT	\$1,500 per person
DENTAL COVERAGE: MODA	
PLAN DESIGN OPTIONS	Constant Dental Plan
CALENDAR YEAR DEDUCTIBLES	\$25 IND/\$75 FAM
MAXIMUM BENEFIT	\$1,500
CLASS 1: PREVENTIVE	No charge
CLASS 2: BASIC	20% after deductible
CLASS 3: MAJOR	50% after deductible

VISION CARE COVERAGE		
	In-Network	Out-of-Network
ROUTINE VISION EXAMS CO-PAY	Blue-\$25 Red-\$35 White-\$45 HSA-\$25	\$40 benefit payment, not co-pay
FRAMES & LENSES MAXIMUM	Blue-\$300 Red-\$250 White-\$200 HSA-\$250	N/A

**** Incentive Plan:** Pays a minimum 70% toward Class 1 & 2 for the first year of coverage. Coverage level increases by 10% each successive year if the member visits the dentist at least once during the year to a maximum coverage of 100%. Coverage decreases each successive year of the member if the member doesn't visit a dentist at least once a year; minimum coverage level is 70%.

Quote March 22, 2015 for rates effective June 1, 2015

The premiums shown below are based on census data submitted with your proposal request. Final rates may vary if actual enrollment differs from the original census.

Minimum Employer Contribution Requirement: 75% employee & 0% dependent OR 50% employee & 50% dependent.

Minimum Participation Requirement: 75% of eligible employees & 75% of eligible dependents.

The premiums below will require review if the effective date is after: June 1, 2015

Census Counts					
	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total
Subscribers	15	0	1	0	16

Medical Benefit Options Available					
Plan	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total Monthly Premium
Blue PPO II	\$834.64	\$1,669.27	\$2,378.72	\$1,544.08	\$14,898.32
Blue PPO II-A	\$796.52	\$1,593.03	\$2,270.07	\$1,473.56	\$14,217.87
Blue PPO III	\$764.42	\$1,528.83	\$2,178.58	\$1,414.17	\$13,644.88
Blue PPO IV	\$710.24	\$1,420.49	\$2,024.19	\$1,313.95	\$12,677.79
Blue PPO V	\$684.16	\$1,368.32	\$1,949.86	\$1,265.70	\$12,212.26
Blue PPO VI	\$652.06	\$1,304.12	\$1,858.37	\$1,206.31	\$11,639.27
Blue PPO VII	\$632.00	\$1,263.99	\$1,801.19	\$1,169.19	\$11,281.19
Red PPO C	\$754.38	\$1,508.77	\$2,149.99	\$1,395.61	\$13,465.69
Red PPO D	\$726.29	\$1,452.59	\$2,069.94	\$1,343.65	\$12,964.29
Red PPO E	\$674.13	\$1,348.26	\$1,921.27	\$1,247.14	\$12,033.22
Red PPO F	\$644.04	\$1,288.07	\$1,835.50	\$1,191.47	\$11,496.10
Red PPO H	\$607.92	\$1,215.84	\$1,732.57	\$1,124.65	\$10,851.37
Red PPO J	\$589.86	\$1,179.73	\$1,681.11	\$1,091.25	\$10,529.01
Red PPO K	\$573.81	\$1,147.63	\$1,635.37	\$1,061.56	\$10,242.52
Red PPO L	\$553.75	\$1,107.50	\$1,578.19	\$1,024.44	\$9,884.44
White Value D	\$686.17	\$1,372.33	\$1,955.57	\$1,269.41	\$12,248.12
White Value E	\$648.05	\$1,296.09	\$1,846.93	\$1,198.89	\$11,567.68
White Value F	\$619.96	\$1,239.92	\$1,766.89	\$1,146.93	\$11,066.29
HSA #1	\$503.59	\$1,007.19	\$1,435.24	\$931.65	\$8,989.09
HSA #2	\$453.43	\$906.86	\$1,292.28	\$838.85	\$8,093.73

Dental Benefit Options Available					
Plan	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total Monthly Premium
Constant Dental Plan (Former Plan I)	\$46.25	\$83.94	\$121.70	\$87.91	\$815.47
Incentive Dental Plan (Former Plan II)	\$49.88	\$91.32	\$132.71	\$94.90	\$880.98

Current Rate					
	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total Monthly Premium
MED	582.88	1294.06	1538.81	1078.3	\$10,282.01
DEN	\$55.06	\$100.79	\$146.48	\$104.75	\$972.38

**PORT OF NEWPORT
RESOLUTION NO. 2014-08**

**A RESOLUTION ESTABLISHING A POLICY FOR COMMERCIAL CHARTER BOAT ACTIVITY ON
PORT PROPERTY**

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

WHEREAS, Section 2.24 "Commercial Activity on Port Property" states that the Commission may, by resolution, establish criteria for charter boat operations; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Loading. Charter Boat operators may load passengers from the South Beach marina fingers as designated by the Harbor Master.

Section 2. Requirements. Includes Guide Boats.

(A) Charter Boat operators must carry liability insurance coverage that meets the requirements in PONFC Sec. 1.15 for Commercial Vessels.

(B) Provide Commercial Liability Insurance with a minimum coverage of \$1.7-million or as set by subsequent rate resolution.

(C) Be licensed by the United States Coast Guard and/or Oregon State Marine Board.

(D) Obtain and maintain a City of Newport business license (if applicable).

(E) Pay an annual Charter License fee set by resolution. The number of required charter licenses shall be equal to the number of business licenses required by the city for an operator.

Section 3. Charter Rate. Charter Boat operators may receive a reduced moorage rate under the following criteria:

(A) Obtain and maintain annual moorage.

(B) Charter through a store-front office located within the Port district boundaries.

(C) Change in Status.

(1) The Port will not issue a refund to a charter boat operator who mid-moorage agreement develops a business relationship with a charter office. Upon renewal or execution of a new moorage agreement and meeting the criteria in Sec. 3(A)(B) of this resolution the charter boat operator shall receive the charter office rate.

(2) If a charter boat is receiving the charter rate and the status of the criteria described in Sec. 3(A)(B) of this resolution changes making the charter ineligible for the charter rate, the port will charge the difference between the south beach moorage rate and the charter moorage rate for a pro-rated amount of the annual south beach moorage rate. A Charter License fee shall not be assessed until the Moorage License Agreement is renewed.

(D) A Charter Boat operator eligible to receive the Charter Rate shall be exempt from paying the Charter License fee as the store owner will be responsible for ensuring that all Charter Boat licenses have been received.

Section 4. Parking for customers, crew or owners is not covered under this policy.

Section 5. Charter and/or Guide Boats operating without a Charter Boat license may be assessed a Class A violation.

Section 6. All rates are subject to annual review and adopted by resolution.

Section 7. This policy goes into effect as of June 1, 2015. No refunds will be issued.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this ____ day of _____, 2015.

Walter Chuck, President

ATTEST:

Ken Brown, Secretary/Treasurer

PORT OF NEWPORT

RESOLUTION NO. 2015-05

A RESOLUTION RAISING THE SMALL PROCUREMENT LIMIT TO \$10,000.00, INCREASING THE LIMIT OF THE AMOUNT OF AN EXEMPTED AMENDED CONTRACT TO \$12,500, AND AUTHORIZING THE PORT CONTRACT OFFICER TO ACT ON BEHALF OF THE PORT

Whereas, pursuant to ORS 279A.060, the Port of Newport Board of Commissioners, as the governing body for the District, was reaffirmed as the local Public Contract Review Board in Resolutions 2005-03 and 2007-07; and

Whereas, the Board of Commissioners established the limit of the small procurement exemption from competitive bidding at \$5,000 in Resolution 2005-03 and limited exempted aggregate amended small procurement contracts at \$6,000 in Resolution 2007-07; and

Whereas, the limit established by the Board of Commissioners in Resolution 2005-03, and restated in Resolution 2007-07 Sections IV(3)(a) and (4)(a), was consistent with the limit imposed by the state legislature in ORS 279B.065; and

Whereas, the Oregon State Legislature provides in ORS 279B.065(1) that an small procurement contract may be amended to exceed \$5,000 only under accordance with rules adopted under ORS 279A.065; and OAR 125-247-0265(2)(a) limits the exempted amended contract price to \$6,000; and

Whereas, the Port of Newport Board of Commissioners, acting in its capacity as the local Public Contract Review Board, adopted such rules in accordance with ORS 279.065(1) in Resolution 2007-07, Finding D, and limited the exempted amended contract price to \$6,000; and

Whereas, the 2013 Oregon State Legislature amended ORS 279B.065 to increase the small procurement limit from \$5,000 to \$10,000, effective January 1, 2014; and OAR 125-247-0265(2)(b) places a \$12,500 limit on exempted amended contracts after January 1, 2014; and

Whereas, the inflationary effect over the years has made the \$5,000 limit and \$6,000 limit unnecessarily restrictive; and

Whereas, there are benefits to the Port of Newport in making its small procurement limits consistent with that of the State of Oregon and in authorizing the Public Contracting Officer as defined in Resolution 2007-07 to enter into small procurement contracts on behalf of the Port of Newport; and

Whereas, the adopted language of Resolution 2007-07, Section IV(3)(b) is inconsistent with the Board's expressed preference to provide safeguards against a General Manager having the authorization to make large procurements without the prior review and approval of the Board of Commissioners; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Board of Commissioners of the Port of Newport hereby repeals Resolution 2005-03 and amends Resolution 2007-03 Sections IV (3)(a) and (4)(a) to read as follows: The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement contracts on behalf of the Port of Newport; and

Section 2. Amends Resolution 2007-07, Section IV (6)(d) to exempt from competitive bidding under subsections (3) or (4) of Part IV the aggregate amount of the contract after all amendments 25% of the initial contract price or \$12,500, whichever is greater, and

Section 3. Amends Resolution 2007-07, Section IV(3)(b) to read as follows: When the amount of the contract is more than \$10,000 but less than \$150,000, the Public Contracting Officer shall obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals, and present the quotes or proposals to the commission for consideration and approval.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 26th day of May, 2015.

ATTEST:

Walter Chuck, President

Ken Brown, Secretary

AUTHORIZATION OF GENERAL MANAGER TO MAKE SMALL PROCUREMENTS

Option 1 **Current Language in the Proposed Resolution / General Manager's Recommendation**

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize such small procurement contracts on behalf of the Port of Newport;

Option 2

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement of contracts of \$7,500 or less on behalf of the Port of Newport;

Option 3

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement contracts of \$5,000 or less on behalf of the Port of Newport;

Option 4

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement contracts of \$5,000 or less on behalf of the Port of Newport. In addition, the Public Contracting Officer may enter into and finalize three small procurement contracts per fiscal year that exceed \$5,000 and do not exceed \$10,000;

Option 5

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement contracts of \$5,000 or less on behalf of the Port of Newport. The Public Contracting Officer may enter into and finalize small procurement contracts that exceed \$5,000 but do not exceed \$10,000 if he or she obtains the written authorization of two Port of Newport commissioners;

Option 6

Section 1. The Board of Commissioners of the Port of Newport, in addition to any and all current public contracting rules, hereby exempts from competitive bidding to the fullest extent allowed by law, all small procurements not exceeding \$10,000; and authorizes the Public Contracting Officer to enter into and finalize small procurement contracts of \$5,000 or less on behalf of the Port of Newport. In addition, the Public Contracting Officer may enter into and finalize any small procurement contract that was authorized in the budget.

AUTHORIZATION OF GENERAL MANAGER TO MAKE LARGER PROCUREMENTS

Current Adopted Language of Resolution 2007-07, Public Procurements IV(3)(B)

When the amount of the contract is more than \$5,000 but less than \$150,000, the Public Contracting Officer must obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals. The Public Contracting Officer shall award the contract to the prospective contractor whose quote or proposal will best serve the interests of the District, taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote or proposal the Public Contracting Officer shall make a written record of the basis for award.

Option 1 **General Manager's Recommendation**

Section 3. When the amount of the contract is more than \$10,000 but less than \$150,000, the Public Contracting Officer shall obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals, and present the quotes or proposals to the commissioners for consideration and approval.

Option 2

Section 3. Leave without amendment (this would also leave the small procurement limit that does not require three quotes at \$5,000 rather than raise it to \$10,000)

Option 3

Section 3. When the amount of the contract is more than \$10,000 but less than \$150,000, the Public Contracting Officer shall obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals. The Public Contracting Officer shall award the contract to the prospective contractor whose quote or proposal will best serve the interests of the District, taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote or proposal the Public Contracting Officer shall make a written record of the basis for award.

Option 4

Section 3. When the amount of the contract is more than \$10,000 but less than \$150,000, the Public Contracting Officer shall obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals, and present the quotes or proposals to the commissioners for consideration and approval.

unless the goods or services are budgeted items already approved by the commissioners. In the latter case, the Public Contracting Officer shall award the contract to the prospective contractor whose quote or proposal will best serve the interest of the District, taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote or proposal the Public Contracting Officer shall make a written record of the basis for award.

CURRENT PROCUREMENT POLICIES OF OTHER OREGON PORTS

NAME OF PORT	AMOUNT OF SMALL PROCUREMENT	AUTHORIZATION LEVEL FOR GM	NOTES
Port of Alsea	\$10,000	\$1,000	
Port of Arlington	5,000	4,000	No port manager. County manager and Commission president do procurements
Port of Astoria	5,000	5,000	Was not aware small procurement level had been raised to \$10,000. GM has authorization up to \$5,000 for non-budgeted items and up to \$50,000 for budgeted items
Port of Bandon	10,000	10,000	
Port of Cascade Locks	5,000	5,000	In the process of updating procurement. Same policy since 2007
Port of Coos			Out of the office until next week
Port of Garibaldi	5,000	5,000	
Port of Hood River	5,000/ 10,000	5,000/10,000	Small procurement and authorization levels raised to \$10,000 for construction only. Everything else stayed at \$5,000.
Port of Nehalem	10,000	10,000+	GM has approval for all personal contracts. Does not get Board approval unless competitive bidding is required.
Port of Portland	10,000	10,000	
Port of Siuslaw	10,000	10,000	
Port of St. Helens	10,000	10,000	Board approved raising the small procurement levels to \$10,000 in 2014. Staff has not yet come back with a resolution because they are putting together a larger package.
Port of the Dalles	10,000	5,000	
Port of Tillamook Bay	10,000	10,000	
Port of Toledo	5,000	5,000	GM has authorization on any budgeted item

Port of Umatilla	10,000	10,000+	No specific policy. Attorney attends all meetings and automatically makes adjustments to comply with state statutes. GM is authorized to make all operational and personal service contracts.
Port of Umpqua	5,000	2,500	

RESOLUTION 7—2007

Resolution of the Port of Newport Enacting New Rules for Public Procurements

The Board of Commissioners (the "Governing Body") of the Port of Newport (the "District") finds:

- A. The Governing Body is authorized to designate itself as the local Contract Review Board for the District under ORS 279A.060.
- B. The Governing Body desires to designate the Board as the local Contract Review Board of the District; and desires to set forth rules governing public contracting pursuant to ORS 279A.075.
- C. The Governing Body by this resolution finds that a local Contract Review Board is necessary for the common good and efficient conduct of the business of the District.
- D. The Governing Body finds that the class exemptions set out in Part IV, sections (5), (6), and (7) are appropriate because the classes of goods and services described or referenced therein are available from only one source; that for such classes of goods and services there is only one source that meets the quality or specifications required of the goods or services; and that in the case of exemptions (5), (6), and (7) the efficient utilization of existing goods requires the acquisition of compatible goods or services;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the District as follows:

PART I: Contract Review Board

Pursuant to ORS 279A.060, the Governing Body for the District shall be the local Contract Review Board (hereinafter referred to as the "Board") for the District. The Board shall have all of the contracting powers that may be exercised by the District.

PART II: Purpose and Procedure

Pursuant to ORS 279A.065(5)(a), the model rules adopted by the Attorney General under ORS 279A.065 do not apply to the District, except where specifically noted. This resolution is adopted pursuant to the authority granted to the Board by ORS 279A.065 and ORS 279A.070 for the purpose of establishing standard procedures for awarding and entering into contract by the District. This resolution and its provisions, as may later be

amended, shall constitute the means of carrying out the powers and duties of the Board under ORS Chapters 279A, 279B, and 279C.

If any section or part thereof of these rules and regulations is inconsistent with any laws of the State of Oregon, or of the United States, or any rule, regulation or standard established pursuant thereto, such section, or part thereof shall be construed, superceded or governed thereby. Nothing contained in this resolution shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Governing Body or the District.

In the absence of any inconsistent procedure under this resolution or under the laws of the State of Oregon the Board may use, authorize, or adopt such procedures or rules as it finds convenient to accomplishing its purposes, including but not limited to Model Rules for Public Contracting promulgated by the Department of Justice.

PART III: Definitions

1. "Affected Person" or "Affected Offeror" means a person whose ability to participate in a Procurement is adversely affected by a decision of the District.
2. "Competitive Bidding" means the solicitation by the Board or Public Contracting Officer of competitive offers that follow the formal process for advertising, bid, and bid opening required by Oregon Law or by resolutions promulgated by the District.
3. "Competitive Quotes" means the solicitation of offers from competing vendors or providers of services. The solicitation may be made by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.
4. "Goods and services" has the meaning given that term in ORS 279B.005.
5. "Public Contracting Officer" means the General Manager, who shall have general supervision of all public contracts for the District.
6. "Public Contract" has the meaning given that term in ORS 279A.010.
7. "Public Improvement" has the meaning given that term in ORS 279A.010.
8. "Public Improvement Contract" has the meaning given that term in ORS 279A.010.

PART IV: Competitive Bids; Exemptions

All public contracts shall be based upon formal competitive bids except:

1. Contracts to which the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C) does not apply.

2. Contracts for personal services. Prior to awarding a personal service contract the Board, the Public Contracting Officer, or an agent of the Board or the Public Contracting Officer shall review the qualifications of the persons seeking to perform personal services to determine whether such persons are qualified and able to provide the services desired by the Board or the Public Contracting Officer.

The following are personal service contracts:

- a) Contracts for services performed as an independent contractor in a professional capacity, including but not limited to the services of accountants, attorneys, architectural or land use planning consultants, physicians or dentists, registered professional engineers, appraisers, surveyors, passenger aircraft pilots, aerial photographers, timber cruisers, or broadcasters.
- b) Contracts for services as an artist in the performing or fine arts, including but not limited to photographers, filmmakers, painters, weavers, or sculptors.
- c) Contracts for services of a specialized, creative and research oriented, noncommercial nature.
- d) Contract for services as a consultant.
- e) Contracts for educational and human custodial care services.

The following are not personal service contracts:

- a) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all shrubs and trees is predominately for a tangible product.
- b) A contract to supply labor which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, laundry, and landscape maintenance service contract.
- c) Contracts for trade-related activities considered to be labor and material contracts.
- d) Contracts for services of a trade-related activity, even though a specific license is required to engage in the activity. Examples

are repair and/or maintenance of all types of equipment or structures.

Notwithstanding the above classifications the Board may designate additional service contracts or classes of service contracts as personal service contracts.

3. Public contracts for the purchase of goods and services where the amount of the contract does not exceed \$150,000:

- a) When the amount of the contract does not exceed \$5,000 the contract may be awarded without competitive bidding.
- b) When the amount of the contract is more than \$5,000 but less than \$150,000, the Public Contracting Officer must obtain a minimum of three competitive quotes or proposals. The Public Contracting Officer shall keep a written record of the source and amount of the quotes or proposals received. If three quotes or proposals are not available, a lesser number of quotes or proposals will suffice, but the Public Contracting Officer shall make a written record of the effort to obtain the quotes or proposals. The Public Contracting Officer shall award the contract to the prospective contractor whose quote or proposal will best serve the interests of the District, taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote or proposal the Public Contracting Officer shall make a written record of the basis for award.

4. Public improvement contracts where the amount of the contract does not exceed \$100,000:

- a) When the amount of the contract does not exceed \$5,000 the contract may be awarded without competitive bidding.
- b) When the amount of the contract is more than \$5,000 but less than \$100,000, or less than \$50,000 in the case of a contract for a highway, bridge or other transportation project: the Public Contracting Officer must obtain a minimum of three competitive quotes.
 - i) The Public Contracting Officer shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice

provided that a written record is made of the effort to obtain the quotes.

- ii) The Public Contracting Officer shall award the contract to the prospective contractor whose quote will best serve the interests of the District, taking into account price as well as any other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote, the Public Contracting Officer shall make a written record of the basis for award.

5. Contracts for the purchase of copyrighted materials if there is only one supplier available for such goods.

6. Any contract amendment, including change orders, extra work, field orders, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contract or subject to the following conditions:

- a) The additional obligations secured by the amendment are within the general scope of the original procurement.
- b) If the original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work.
- c) If the original contract was exempt from competitive bidding, the additional work is also exempt under findings made by the board in awarding the contract or in subsequent findings supporting amendment.
- d) In the case of procurements exempt from competitive bidding under subsection (3) or (4) of Part IV the aggregate amount of the contract after all amendments shall not exceed 25% of the initial contract price, or \$6,000, whichever is greater.

7. Contracts for equipment repair or overhaul may be let without formal competitive bidding, subject to the following conditions:

- a) Service and/or parts required are unknown, and the cost cannot be determined without extensive preliminary dismantling or testing; or

- b) Service and/or parts required are for sophisticated equipment for which specially trained personnel are required, and such personnel are available from only one source.

8. Personal property may be disposed of without competitive bidding under any of the following conditions:

- a) There are specific procedures for the sale or disposal of the property pursuant to statutes, resolutions of the District, or other lawful authority, and the property is disposed of according to those procedures;
- b) The property has a current market value of less than \$5,000;
- c) Except as provided in sections (a) or (d), if the current market value of the property exceeds \$5,000, the property must be offered for competitive written bid and be advertised at least once in a newspaper of general circulation for the area where the sale will occur, or be offered for sale at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected, and the General Manager may negotiate a sale directly; or
- d) If the current market value of the property exceeds \$5,000 and the Contracting Officer has made a recommendation to the Board, based on findings consistent with sound public contracting practices, and the Board approves such recommendation and adopts said findings, the Contracting Officer may negotiate the sale directly.

PART V: Special Procurements

1. For contracts other than public improvement contracts, the Governing Body or the Public Contracting Officer may request that the Local Contract Review Board exempt particular goods and services or particular classes of goods and services from Competitive Bidding. The request shall be in writing, and shall set forth the proposed contracting procedure, the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth.

2. The Board may approve a special procurement procedure for the goods and services or class of goods and services it finds that the written request demonstrates that that the special procurement procedure described in the request, or an alternative procedure prescribed by the Board, will:

- a) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
- b) Either:
 - i) Result in substantial cost savings to the District or to the public; or
 - ii) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable for competitive sealed bids under ORS 279B.055, competitive sealed proposals under ORS 279B.060, small procurements under ORS 279B.065 or intermediate procurements under 279B.070 or under any rules adopted thereunder.

3. Notice of the contracting procedure proposed under subsection (1) of Part V shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed, or published electronically instead of in a newspaper of general circulation if the Board or the Public Contracting Officer determines that electronically providing public notice of bids or proposals is likely to be cost-effective.

PART VI: Sole Source Procurements

1. The Board of Commissioners may designate goods, services, or classes of goods or services as sole source procurements and authorize the award of contracts regarding such goods, services, or classes of goods or services without competition for any or all of the following reasons:

- a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- c) That the goods or services are for use in a pilot or an experimental project;
- d) There is an emergency condition that makes solicitation of or procurement from additional sources impractical;
- e) There is only one source that meets the quality or specifications

required of the goods or services;

- f) Sole source procurement will result in substantial cost savings to the District; or
- g) Other findings that support the conclusion that the goods or services are available from only one source.

Part VII: Emergency Specifications

1. The Board or the Public Contracting Officer may specify the use of products of a particular brand or make in a contract when the Board has determined that emergency conditions exist and the Board or the Public Contracting Officer determines that such specifications are necessary to ensure prompt execution of the contract.

2. The Public Contracting Officer will prepare for Board review a Single Source Qualification Document outlining the emergency, cost of material, equipment, supplies, and the vendor, and/or contractor purchased or contracted.

PART VIII: - Qualified Products List

1. The Board or the Public Contracting Officer may, for purchases of goods and services, prepare a list of qualified products pursuant to ORS 279B.115 in accordance with the following product prequalification procedure:

- a) Reasonable efforts shall be made to notify all known manufacturers or vendors of competitive products of the intention to accept applications for inclusion in the list of pre-qualified products. Notice shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed. Notification shall include advertisement in a trade journal of statewide distribution when possible. The Board or the Public Contracting Officer may authorize public notice of bids or proposals to be published electronically instead of in a newspaper of general circulation if the Board or the Public Contracting Officer determines that electronically providing public notice of bids or proposals is likely to be cost-effective.
- b) Applications for prequalification of similar products are permitted up to 15 days prior to advertisement for bids on the product, unless the Board or the Public Contracting Officer announces a different time period in the notice.
- c) The merits of an application for inclusion on the qualified products list shall be determined through tests and/or

examinations. The Board or the Public Contracting Officer may make the test or examination results public in such a manner that protects the identity of the potential contractor, seller or supplier that offered the goods for testing or examination, including by using only numerical designations, and may keep confidential trade secrets, test data and similar information provided by a potential contractor, seller or supplier if so requested in writing by the potential contractor, seller or supplier.

- d) If an application for inclusion in a list of pre-qualified products is denied, or an existing prequalification revoked, the applicant shall be notified in writing.

PART IX: Bidder Disqualification

1. The Public Contracting Officer may disqualify any person as a bidder on a contract if:

- a) The person does not have sufficient financial ability to perform the contract. If no performance bond is required, the Public Contracting Officer may require such information as he deems necessary to determine the bidder's financial ability;
- b) The person does not have equipment available to perform the contract;
- c) The person does not have personnel or sufficient experience to perform the contract; or
- d) The person has repeatedly breached contractual obligations to public and private contracting agencies; or
- e) There is any other relevant basis for disqualification under Oregon law.

2. If the Public Contracting Officer disqualifies the bidder he shall notify the bidder in writing and state therein the reasons for disqualification.

3. A bidder may appeal a notice of disqualification to the Board. The appeal must be filed with the Public Contracting Officer in writing. The person appealing disqualification under subsections (a) through (e) above must notify the Public Contracting Officer of the person's intention to appeal within seven days after the date that the notice is sent to the bidder by first class mail or is otherwise issued. The notice of intent to appeal need not be in any particular form so long as it is in writing addressed to the Public Contracting Officer and received within three business days after the contractor or bidder

has received notice of Board disqualification.

Upon receipt of the notice of appeal, the Public Contracting Officer shall forward to the Board the notice of disqualification and the record of investigation by the Public Contracting Officer upon which the Public Contracting Officer based its disqualification, together with the notice of appeal. For purpose of appeals, three members of the Board shall constitute a quorum. Meetings for appeal purposed may be held on five days' notice to members. At any time prior to the meeting of the Board, the Port may reconsider its revocation or disqualification.

PART X: Bid Rejection

The Public Contracting Officer or the Board may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids if it is in the public interest. The Public Contracting Officer or the Board may withdraw any solicitation for good cause when it is in the public interest to do so. The reasons for cancellation shall be kept as a public record.

PART XI: Protests and Review

1. An Affected Person may protest the approval by the Board of a Special Procurement. Pursuant to ORS 279B.400(1), before seeking judicial review of the approval of a Special Procurement, an Affected Person must file a written protest with the Board and exhaust all administrative remedies.

- a) The protest must be delivered to the Board within seven (7) days after the first date of public notice of the approval of a Special Procurement by the Board, unless a different protest period is provided in the public notice of the approval of a Special Procurement.
- b) The written protest must include:
 - (i) A detailed statement of the legal and factual grounds for the protest,
 - (ii) A description of the resulting harm to the affected person, and
 - (iii) The relief requested.
- c) The Board, or its designee, shall issue a written disposition of the protest in a timely manner. If the Board or designee upholds the protest, in whole or in part, it may in its sole discretion implement the sustained protest in the approval of the Special

Procurement, or revoke the approval of the Special Procurement.

2. An Affected Person may protest the approval by the District of a Sole Source Procurement by filing a written protest to the Board within thirty days of the date that the contract or category of contracts was designated a Sole Source Procurement. The protest must be in writing and must include a detailed statement of the factual and legal grounds of the protest, a description of the resulting harm to the petitioner, and a statement of relief requested. The Board or its designee shall issue a written disposition of the protest in a timely manner.

3. Protests of Multi-Tiered and Multi-Step Solicitations shall be made in the following manner:

- a) An Affected Offeror may protest exclusion from the Competitive Range or from subsequent tiers or steps of a solicitation in accordance with the applicable Solicitation Document. When such a protest is permitted by the Solicitation Document, then pursuant to ORS 279B.420(3)(f), before seeking judicial review, an Affected Offeror must file a Written protest with the District and exhaust all administrative remedies.
- b) An Affected Offeror may protest the Offeror's exclusion from a tier or step of competition only if:
 - (i) The Offeror is Responsible and submitted a Responsive Offer, and
 - (ii) But for the District's mistake in evaluating the Offeror's or other Offerors' Offers, the protesting Offeror would have been eligible to participate in the next tier or step of competition. (For example, the protesting Offeror must claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Offerors are removed from consideration, and that those ineligible Offerors are ineligible for inclusion in the Competitive Range because: their Proposals were not Responsive, or the District committed a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.)

- c) Unless otherwise specified in the Solicitation Document, an Affected Offeror must deliver a Written protest to the Board within seven (7) Days after issuance of the notice of the Competitive Range or notice of subsequent tiers or steps.
- d) The Affected Offeror's protest shall be in Writing and must specify the grounds upon which the protest is based.
- e) The Board or its designee shall not consider an Affected Offeror's multi-tiered or multistep solicitation protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the Solicitation Document. The Board or designee shall issue a Written disposition of the protest in a timely manner. If the Board or designee upholds the protest, in whole or in part, the Board or designee may in its sole discretion either issue an Addendum reflecting its disposition or cancel the Procurement or solicitation.

4. A prospective Offeror may protest the Procurement process or the Solicitation Document for a Contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2)(a). Unless otherwise specified in the Solicitation Document, a prospective Offeror must deliver a written protest to the District not less than 10 days prior to closing.

- a) A protest must be in writing, and must, in addition to the information required by ORS 279B.405(4), contain a statement of the desired changes to the Procurement process or the Solicitation Documents that the protesting person believes will remedy the conditions upon which the protesting person offered the protest.
- b) The Board or its designee shall issue a Written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the Board or designee upholds the protest, in whole or in part, the Board or designee may in its sole discretion either issue an addendum reflecting its disposition or cancel the Procurement or solicitation.
- c) If the Board receives a protest from a prospective Offeror in accordance with this rule, the Board or its designee may extend the date of closing if the Board or designee determines an extension is necessary to consider and respond to the protest.
- d) Prior to the deadline for submitting a protest, a prospective Offeror may request that the District clarify any provision of the

Solicitation Document. The District's clarification to an Offeror, whether orally or in Writing, does not change the Solicitation Document and is not binding on the District unless the District amends the Solicitation Document by Addendum.

5. Protests pursuant to ORS 279B.410 shall be in writing and must be filed with the Board within seven days after the award of a contract, or issuance of the notice of intent to Award the Contract, whichever occurs first.

- a) The written protest shall specify the grounds of the protest to be considered by the Board.
- b) The Board, or its designee, shall issue a written disposition of the protest in a timely manner. If the Board or designee upholds the protest, in whole or in part, the Board or designee may in its sole discretion either Award the Contract to the successful protestor or cancel the Procurement or solicitation.

6. An Affected Person may protest of a decision of the District to exclude a product from a qualified products list or to disqualify a previously qualified product under Part VIII by filing a written protest with the Board within seven days after the notice of the exclusion or disqualification is sent to the Affected Person by first-class mail or is otherwise issued. If no notice is sent to the Affected Person, the protest must be made within fourteen days of the exclusion or disqualification. The protest must be in writing and must specify the grounds upon which the protest is based. The Board, or the Board's designee, shall issue a written disposition of the protest in a timely manner. If the Board or designee upholds the protest it shall include the successful protestor's goods on the qualified products list.

7. An Affected Person may protest a solicitation for a public improvement contract by filing a written protest with the Board not less than 10 days prior to closing.

- a) The written protest must be marked "Contract Provision Protest" and must reference the Solicitation Document Number or other identification as specified in the Solicitation Document.
- b) The written protest shall include a detailed statement of the legal and factual grounds for the protest; a description of the resulting prejudice to the protesting person; and a statement of the desired changes to the Contract terms and conditions, including any specifications.
- c) The Board, or the Board's designee, shall provide notice to the protesting person if it entirely rejects a protest. If the Board or designee agrees with the person's request or protest, in whole

or in part, the Board or designee shall either issue an Addendum reflecting its determination or cancel the solicitation.

8. An Affected Person may protest an award by the District of a Public Improvement Contract. The protest must be made within seven days of the date that the District sends by first class mail or otherwise issues a written Notice of Intent to Award to the Affected Person, or within such other protest period as is provided under the solicitation document. If no Notice of Intent to Award is issued to the Affected Person the protest must be made within fourteen days of the date of the contract award.

- a) A person is adversely affected under this section only if the person is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid or the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting person must claim that all lower Bidders or higher-scored Proposers are ineligible for Award because:
 - (i) Their Offers were nonresponsive; or
 - (ii) The District committed a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting person was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Bid or the Responsible Proposer offering the highest-ranked Proposal.
- b) A protest must be in writing and must specify the grounds upon which the protest is based.
- c) The Board, or the Board's designee, shall issue a written disposition of the protest in a timely manner.

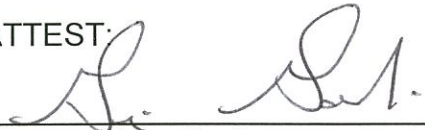
9. An Affected Person may submit to the District a Written protest of the District's decision to exclude the person from the Competitive Range pursuant to 279C.410. Such protest must be made within seven Days after issuance of the notice of the Competitive Range, unless a different protest period is provided under the Solicitation Document, A person is adversely affected under this section only if the person is responsible and submitted a Responsive Proposal and is eligible for inclusion in the Competitive Range, i.e., the protesting Proposer must claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Proposers are removed from consideration, and that those ineligible Proposers are ineligible for inclusion in the Competitive Range because:

- a) Their Proposals were not responsive; or
- b) They committed a substantial violation of a provision in the RFP or of an applicable Procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.
 - i) The protest must be in writing and must specify the grounds upon which the protest is based.
 - ii) The Board, or the Board's designee, shall issue a written disposition of the protest in a timely manner.

Approved and adopted by the Port of Newport board of commissioners this 22nd day of May, 2007.



 Rob Halverson, President

ATTEST:


 Ginny Goblirsch, Secretary

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstain	<u>0</u>

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective this ___ day of May 2015, by and between the Port of Newport (“Port”), and Todd Chase (“Consultant”)

RECITALS:

- A. WHEREAS, the Port has a need for grant writing and economist-based services with the particular training, ability, knowledge, and experience possessed by Consultant; and
- B. WHEREAS, the Port has determined that Consultant is qualified and capable of performing the professional services as Port does hereinafter require, under the terms and conditions set forth here.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

- 1. This Agreement shall become effective on the date above and will continue until Port or Consultant terminates this Agreement.


At any time with or without cause, Port or Consultant shall have the right to terminate this Agreement. Upon such termination, Port shall pay Consultant for work actually performed and expenses actually incurred in performance of this Agreement prior to termination.
- 2. Port hereby engages Consultant as a grant writer and economist and Consultant accepts such engagement. Todd Chase shall be the writer/economist responsible for provision of services, but may refer certain matters to other economists depending on the need for specific skills and availability.
- 3. The duties of Consultant shall be as follows:
 - a) Provide economic forecasting, job creation, gross domestic output and other economic analysis as agreed to for use in grant applications and other marketing port marketing materials.
 - b) Provide analysis and strategy for effective use of economic indicators.
 - c) Work with other port consultants, employees or partners in an effort to help communicate findings and analysis.
 - d) Other duties as may be prescribed by the General Manager or the Board of Commissioners.

4. Consultant shall be paid on an hourly basis at the rate of \$180/hr.
5. Consultant shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to Port. Billings shall be paid in full within thirty (30) days of receipt thereof.
6. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with matters assigned to Consultant. No information, news, or press releases shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of the Port's General Manager or designee.
7. Consultant acknowledges responsibility for any and all liability arising out of their performance under the terms of this Agreement and shall hold Port harmless from, defend and indemnify Port as against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's direct acts, omissions, activities, or services in the course of performing this Agreement or for the direct acts or omissions of their assignees, transferees, agents, employees and/or subcontractors. This indemnity obligation will be limited to the Consultant's fees and survive termination of this Agreement for one year.
8. Consultant shall maintain automobile liability insurance insuring Consultant.
9. Consultant is an independent Contractor and nothing in this Agreement will be construed as forming a partnership or joint venture between the parties. Neither party to this Agreement may assign any rights in nor delegate any obligations under this Agreement without the written consent of the other except that it is expressly understood that the Port is the intended beneficiary of Consultant's work. Upon request, Consultant shall furnish to Port its employer identification number, as designated by the Internal Revenue Service.
10. Consultant and Port agree to submit all complaints, disputes and controversies that may arise out or on in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon Arbitration Rules of the Arbitration Service of Portland in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Rules of the Arbitration Service of Portland in effect at that time.

11. Consultant shall not assign any of its obligations hereunder without the prior consent of Port. In the even the Consultant assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, Consultant will ensure that said third party is made subject to all the terms and conditions of this Agreement.
12. The interest in any intellectual property, including but not limited to copyrights and patents or any type, arising form the performance of this Agreement shall vest in the Port. Consultant shall execute any assignment or other documents necessary to affect this paragraph. Consultant may retain a non-exclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to the Port any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.
13. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant, or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The Port's payment of a claim under this paragraph shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.
14. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.
15. A waiver by a party of any breach by the other shall be deemed to be a waiver of any subsequent breach.
16. The laws of the State of Oregon shall govern this Agreement. The Consultant shall adhere to all applicable federal, state and local laws, and rules in performance of this Agreement. Venue shall be in the Circuit Court for Lincoln County, Oregon.

PORT OF NEWPORT

By: _____
Kevin M. Greenwood
Title: General Manager
600 SE Bay Blvd.
Newport, OR 97365

By:  _____
Todd Chase
Title: Partner
1151 North Shore Road
Lake Oswego, OR 97034

Date: _____

Date: 5/14/15



COAST & HARBOR ENGINEERING

A Division of Hatch Mott MacDonald

PORT OF NEWPORT NOAA FACILITIES MAINTENANCE DREDGING MINIMIZATION STUDY ANALYSIS

Scope of Work and Fee Estimates

Introduction:

It is our understanding that the Port of Newport is responsible for maintaining the NOAA berthing facilities to a minimum depth of 24 feet, MLLW and from the fender line of the berths to the Federal Navigation Channel (FNC) boundary. We were informed that the Port has already conducted maintenance dredging along the NOAA facilities in January/February of 2014 and removed (dredged) approximately 17,000 cubic yards of sediment at a cost of around \$250,000. A recent April 2015 survey indicates a significant part of the NOAA facilities have been significantly silted and that navigable depths at some berths and at the turning basin (immediately upstream of berths 5 and 6) are currently out of compliance. It is a concern that if no engineering action to control sedimentation is taken, the Port may be required to conduct frequent and expensive maintenance dredging work to provide navigable depths along the NOAA facilities.

Project Objectives:

Identify possible causes of excessive sedimentation at the NOAA facilities and feasibility for reduction of maintenance dredging requirements.

Assumptions:

- The work will be based on existing and available data only. No new field data collected is included in this scope of work.
- The study will be focused on the technical aspects of sedimentation and maintenance dredging requirements. No support related to environmental or permitting aspects of the work is included in this scope of work.
- All available NOAA survey data will be provided by the Port in x;y;z format.
- The Port will obtain hydrographic surveys from USACE of the FNC for the past 10 years in the form of x;y;z text files.
- No site visit or meeting outside of CHE's Edmonds office will occur during this phase of the study.
- The study will be based on analysis and processing of the data and comparing with previous numerical modeling results. No new numerical modeling efforts are included in this scope of work.
- The work will conclude issuing a brief (maximum 3 pages) Technical Memorandum that will provide a summary of the study and recommendations. No formal report on the study will be prepared under the current scope of work.

Scope Tasks:

Task 1 Compilation and Review of Available Data

Task Objective: Develop a sufficient database for analysis of sedimentation and possible solutions.

Task 1 Duration: 1½ weeks upon obtaining NTP.

Task 1 Fee Estimate..... \$1,679

Task 2 Analysis of Sedimentation and Possible Solution

Task Objective: Determine the causes of excessive sedimentation and the feasibility of reducing maintenance dredging requirements.

Task 2 Duration: 2 weeks upon completion of Task 1.

Task 2 Fee Estimate..... \$7,846

Task 3 Coordination and Reporting

Task 3 Duration: A brief draft Technical Memorandum will be issued in 1 week upon completion of Task 2.

Task 3 Fee Estimate..... \$1,749

TOTAL FEE ESTIMATES..... \$11,274



FACILITY MANAGER'S MONTHLY REPORT

FACILITY: NOAA MOC-P
DATE: 5/19/2015
PERIOD: April - May 2015
TO: Kevin Greenwood
ISSUED BY: Rick Fuller

NOAA MOC-P

Upland: Regular preventive maintenance was performed as scheduled except for the high warehouse equipment which is on hold due to scissor lift rental unavailability. I continue to maintain and monitor the main entry gate and have started the RFP process for its repair or replacement. South Beach staff provided lift equipment and support to work needing to be completed on the upper roof of the admin building (thanks Mark). The elevator started having intermittent issues which required site service by AVS Elevator. An emergency backup battery was replaced and solenoid contacts were cleaned which solved the issue. I have been asked by NOAA to provide pricing for the installation of an exterior all weather wait station to be placed at the administration entrance and also for installation of 10 extra cleats at the small boat dock. I have forwarded a request to NOAA facility manager John Vickers for onsite office space that would replace the current office trailer that I now work out of. Current status of the request is in NOAA's contract office presumably under legal review.

A court/mediation hearing date of June 12th has been scheduled for Port of Newport vs Fullers Upholstery. Pete Gintner provided some ORS statutes that will help in the defense of additional costs reimbursement. Salem Tent and Awning has been at the site for measurement of the covers which are now in production.

I am four weeks into the 6-week training session "Principles of Public Procurement" sponsored by the Oregon DAS & Procurement Services. The accredited course covering public contracting and purchasing has already been applied to recent contracts and procurements. A summary report will be provided at the conclusion of the course study. My changed work schedule starting on Sunday has been hit or miss depending on Friday meetings or facility calls. I attended as did other staff, a short webinar that introduced an upcoming major revision of HIPPO cmms software. I'm hopeful that the revision will be an improvement not to just the look and feel but to the function.

This period saw the official Director of Marine Operations change of command which is now headed up by Captain Todd Bridgeman. Capt. Bridgeman was the first commanding officer of the "new" NOAA ship Bell M Shimada which was the first home ported ship at the MOC-P facility. Attending the short uniformed ceremony was Rear Admiral Anita Lopez. The Port of Newport hosted an informal introduction meeting attended by RDML Lopez, MOC-P CO Capt. Baird, Mayor Sandra Roumagoux, City Manager Spencer Nebel, and General Manager Kevin Greenwood.

Wharf & In-water: Use of the wharf (except seagulls) has been minimal since the departure of the Rainier. Due to concern over recent bathymetric surveys and possible dredging, I have been in contact with Vladimir Shepsis of Coast & Harbor Engineering. Coast & Harbor Engineering was the hydrology consultant reporting on sedimentation rates important to establishing original maintenance dredging presumptions. Vladimir is very interested in receiving historical survey data and has provided a proposal (attached) for limited study work with which to determine a logical plan for the sedimentation issues that are present.

A contract to Marine Taxonomic Services was approved and issued for diving services later this month which supports the annual gaper clam study by ODFW as a condition of the NOAA permit. This is year four of the seven-year study. It is unknown how future dredging will affect the study and the conditions of the permit. Pacific Habitat Services was onsite at the negative tide to inspect and review the eelgrass mitigation areas following the recent dredging event performed by Nat McDougal Company. The dredged area may require more time before it is able to be planted due to its uneven topography. Sedimentation is apparent in other areas of the eelgrass site which may affect the ongoing monitoring of the ten-year replanting program. Posting for volunteer help has started and will be required during the next negative tide window in June. I have met with land surveyor John Pariani to discuss the possibilities of his company providing bathymetric survey services. The advantages would be price, availability, and quality over current solutions available to us right now.

The Shimada is currently in Port for maintenance and refitting for their next mission. See 2015 bar crossing log for bar activity to date. Total NOAA full time building occupancy is approx.70% of total office space.

Specific work this period:

- Regular scheduled monthly, and quarterly preventative maintenance
- Grounds maintenance (weeds are active!)
- Installation of bird deterrent, boiler air intake baffle and trim repair at admin roof
- Troubleshooting of intermittent fault shut down of admin building boiler
- Troubleshoot & repair of admin elevator resulting in service call by AVS services

NOAA permit obligated recreational access points

- Scheduled and headed a site meeting May 5th with USACE project manager Kate Groth and engineer with Kevin Greenwood for onsite review of possible access points on and through the south jetty. Two access points were discussed at different areas along the south jetty. USACE position remains unchanged as they do not permit and discourage people from climbing onto the rock structure. Of the two points, the eastern access point may have the best change of acceptance. I am pursuing different opinions of the methods that a sustainable ramp structure can be built and maintained. It may take an engineered solution in order to provide a proposal that will be considered by the USACE.

Other

- Continue correspondence with DSL maintenance dredging group discussion led by Kirk Jarvie of DSL. Progress on definition and scope of "Maintenance dredging"

NOAA MOC-P Bar Crossing Log

2015

NAME	ARRIVAL	DEPARTURE	ROSTER#	NOTE
Oscar Dyson		1/13/2015	39	Bound for Alaska
Shimada	1/30/2015	1/31/2015	23/29	Return from California
Shimada	2/4/2015	2/11/2015	29/36	Bound for Vancouver
Shimada	3/3/2015	3/8/2015	35/27	R&R, mission change
Rainier		4/23/2015	TBD	Bound for Alaska
USCG Alert	5/12/2015	5/13/2015	TBD	R&R
Shimada	5/17/2015		TBD	R&R, mission change
TOTAL			218	

MEMO

To: Port of Newport Commissioners
From: Kevin Bryant
Date: May 19, 2015
Re: May Staff Report

Maintenance:

Staff is removing grass from the docks as time allows. They have also begun clearing brush from the hillside below the Maritime Heritage Center. They are also prepping equipment and barges to do necessary work and repairs on Port Dock 5.

Construction:

The repairs and reconstruction of the maintenance shop are completed. Drywall was removed, dry rot removed, walls were painted, clear panels were installed in the roof to let in more light.

Fishing Fleet Activity:

Another boat has dropped out of hag fish (slime eel) fishing to go to SE Alaska for salmon. There are still three boats and two buyers working hag fish, but with the departure of one of the boats, the hoist dock activity will be reduced by about twenty-five percent.

Other Activities:

The Tall Ships have arrived at Port Dock 3 and have had many visitors in their first week in port. The Lady Washington and the Hawaiian Chieftain will be here until May 26.



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

To: Port of Newport Commission
From: Jim Durkee, Terminal Operations Supervisor
Copy: Port Management Staff
Date: May 19th, 2015
Re: May 2015 Manager's Report

Maintenance

I continued cleaning area storm drains. I discovered 3 filters that were damaged and needed to be replaced. I believe they were cut by someone on Natt McDougall's crew during dredging operations but they denied doing it. It was about \$1,000.00 to get the replacements I did some light maintenance on the forklifts.

Fishing Fleet

Loaded NOAA/NMFS survey gear on fishing vessels Excalibur and The Last Straw. Several more Alaska boats returned and stripped gear in preparation for Pacific Whiting fishing. A couple of them have started the offshore season. Net repair work has been picking up.

F/V Evolution stayed at the Terminal dock while performing repairs to their fuel system.

Other Activities

Attended a webinar on upgrades to the Hippo computerized maintenance system. Attending a conference in Portland concerning stormwater management, sampling, testing and reporting as part of our 1200Z permit.

Pacific Seafood continued to do prep work in the net repair area for the construction at the plant on the bay front.

Talon Ship Services contacted me about bringing in a foreign flagged research vessel for a few days. I've been trying to make arrangements for that visit but seem to keep running into walls. Hind sight being 20/20 I really wish I had held on to that security fence...

I agreed to a request by USCG personnel for use of the Terminal lot to transfer a generator from a semi-truck to a different trailer for delivery to Station Yaquina Bay on June 4th.

Overview of April Services

6 fishing vessels spent a total of 32 days moored at the Terminal dock.
16 vessels used the Terminal dock for work.
18 hours of forklift service were provided.
17 hours of crane service were provided.

South Beach Report

To: Port of Newport Board of Commissioners
From: Penny, South Beach Marina & RV Park
Date: May 12, 2015
Re: April 2015 South Beach Occupancy Report

Our spring occupancy numbers continue to surpass previous year's figures. We had two RV groups who have not stayed with us before hold their April rallies at the Marina Park. We received many compliments about how clean and well maintained our facility is.

Our semiannual moorage holders started bringing their boats in for the upcoming fishing seasons. We signed up eight new long term moorage holders this month.

Vanessa and Penny represented the Port at the PPC Conference in Astoria. It was great to see the returning members and meet with other port representatives who face many of the same issues as the Port of Newport.

Aja Vickers came on board with us at the South Beach office in April. She graduated from the California Maritime Academy in San Francisco with a Bachelors degree in marine transport and port logistics and holds a 100 ton captain's license. She has operated boats for the last 10 years along the West Coast, as well as, in Hawaii and Florida. She has experience in law enforcement and is a PADI divemaster.

April Bookings	Front Office	On Line
RV Sites	290	121
Boat Slips	66	9

April Occupancy Figures:

	2014	2015	Change
Marina	6658	6795	2.06%
Marina RV	492	895	81.91%
Annex RV	137	381	178.10%
Totals	629	1276	102.86%



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

MANAGERS REPORT

To: Port of Newport Board of
Commissioners From: Chris Urbach,
Harbormaster
Copy: Port Management Staff Date:
May, 202015
Re: South Beach Operations

We have ordered our new pay station and it should be here and installed in about 4 to 6 weeks.

We were awarded the small grant from the Oregon State Marine Board to fix the asphalt in the boat launch parking lot. We have until June 30th to have the work done. I have hired Road and Driveway to do the work and will work with them to avoid any interruption to our boaters during the Halibut openers.

We had a sink hole develop west of the brewery in a line coming from a catch basin going to a man hole. I have been working with Roque, Road and Driveway, Central coast Excavating to get it repaired. There was some disunion about other lines tying into the line but after much research and investigation I'm confident that there isn't and we should have the repair done by weeks end.

The first Halibut opener was very busy. The R/V Park, marina and dry camp were all very busy with no major problems.

We have hired Tyler Putman for our summer help and I feel he will do a great job.

We sold out of dock boxes and we have pre-sold 5 of the next 10 that should be here in a few days. We ordered 20 in lots of 10.

We are working with the Coast Guard to install a new reader board at the boat launch to inform our users about bar conditions, enforcement and general info. The Coast Guard is paying an electrician to install the breaker and conduit to the sign and the Port will pick up the power charge.



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St NE, Suite 400

PO Box 14145

Salem, OR 97309-5065

(503) 378-8587

Fax (503) 378-4597



May 18, 2015

Chris Urbach, Harbormaster
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365

RE: Small Grant Number: 1415-17
South Beach- Boat trailer parking repairs

Dear Chris:

This letter confirms and approves your request for a small grant pursuant to OAR 250-014-0003 (4)(g) in the amount of \$9,977.40 in dedicated state boater grant funds.

This grant is to saw cut, remove damaged asphalt, repair base rock and patch the area. The completion of this project will protect the parking area from further damage and extend the useful life of the boat trailer parking area.

The Port will be providing all administration and project management estimated at \$500 as match to your request dated May 6, 2015. This approval is conditioned upon the Port completing the work by June 30, 2015.

When the project has been completed please include supporting documentation and photos with the reimbursement request form. If you have any questions, please feel free to contact Janine Belleque, Boating Facility Manager at (503) 378-2628.

Sincerely,

Scott Brewen
Director

cc: Chris Grorud, Business Services Manager
Janine Belleque, Boating Facility Manager

Enclosure: Reimbursement Form





TCB Security Services, Inc.

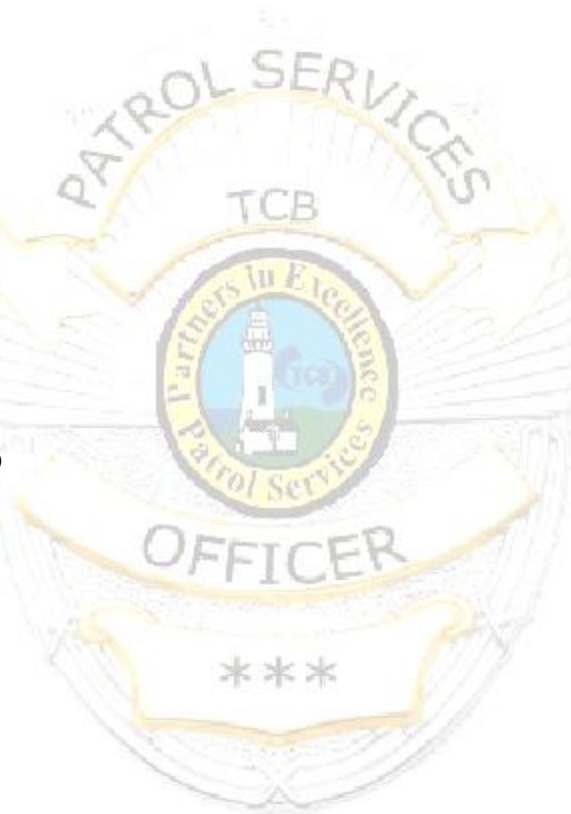
437 N.E. 1st St
Newport, Or. 97365

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

Port Of Newport April 2015 Public Safety Report

Man Hours Worked: 272
Court Time:

Assist Other Agency	2
Animal Related	1
Boat Inventory	59
Boat Related Incidents	4
DUII	2
Field Interviews/Contacts	14
Foot Patrols	76
Open Doors	1
Disturbance	1
Ordinance Violations	15
Missing Person	2
Patrol Checks	549
Parking Issues	12
RV Inventory	30
Trespass	1
Theft Investigation	0
Suspicious Activities	26
Hazard	1
Port of Newport Citations	40
City Of Newport Citations	11
Dispatch Phone Calls	31



Submitted By: Mike Goff

AGENDA ITEM: GENERAL MANAGER'S REPORT

ROGUE BREWERY EXPANSION

Have received two quotes from engineering firms for generating preliminary cost estimates for the boat ramp fill project. I'm hoping to be meet with Brett Joyce and the Commissioners sometime in the final week of May to discuss next steps.

PORT VISION PLAN

[nothing in packet] Rachel is fine-tuning the Scope of Work for the Vision Plan to meet the requirements of the Transportation Growth Management grant application. This plan will include McLean Point and the Bay Front in addition to South Beach and will be considered an update to the Port's Strategic Business Plan. Will be approaching City for letter of support which is required as part of the application.

US COAST GUARD AIR FACILITY

[nothing in packet] State House passed a bill, unanimously, advocating Congress to provide a permanent solution to the Newport helos. Oregon Senate should be hearing it shortly.

In DC, House, behind DeFazio effort, passed bill requiring the helos be included. The bill does not include an appropriations set aside which would require the USCG to re-prioritize their funds. Merkley will be working as a member of the Senate appropriations committee to develop a funding mechanism to backfill the helo costs. It is unknown at this time when the Senate will be working through appropriations, but it's a good sign.

LAYDOWN AREA *[nothing in packet]*

TEEVIN

- Finalize stormwater plans
- Finalize preliminary budget
- Continue generating letters of support

PORT

- Write state industrial lands designation for board approval (Port approved at last meeting)
- Writer city request for utility master plan/urban renewal for board approval
- Confirm beneficial use of dredge spoils with DSL
- Work with Rondy's to show benefits of urban renewal
- Work with Todd Chase on TIGER application. Due first week of June.
- Develop working points for Rondy's MOU on dredge spoils/mitigation plan
- Continue generating letters of support

RONDY'S

- Establish purpose & need by developing conceptual plan for 40-acres
- Evaluate wetland movement/mitigation and produce wetland map sketch for PHS.
- Market property to potential businesses (cold storage, etc.)
- What are benefits to Rondy's of mitigation/wetland fill?
- Work with Port/City to learn more about UR with intent to write letter of interest to City about UR inclusion.
- Write state industrial lands designation to state (completed)
- Develop working points for Port MOU on dredge spoils/mitigation plan

PACIFIC HABITAT

- Prepare name change on permit documents

- Upon receipt of impacted wetlands from Rondy's determine size and design of wetland mitigation area and ditch design.

PORT SECURITY GRANT

The Port's grant application was submitted on May 19th. We had almost 20 letters of support for the grant application. I attended US Coast Guard Marine Safety Unit Portland Industry Breakfast on May 21st. This was a great networking opportunity for marine security issues. Following the industry breakfast the Area Maritime Security Committee met and I was able to sit in to hear their quarterly update. This committee reviews the local grant applications and makes recommendations to the Captain of the Port for awards. We should know if we're selected before September 30. The grant is for \$750k.

DIRECTOR OF OPERATIONS

Included in your packet is a draft process for selecting the Ops Director. I've included the job description and this would be the time to add any characteristics for the position. Basically, we'll be following the same process that we did with the Finance Director position.

-###-



Rogue Valley Office
10558 Hwy 62, Ste. B-1
Eagle Point, OR 97524
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
541-266-8601

Newport Office
609 SW Hurbert Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES AND ENGINEERING PROPOSAL

Date: May 20th, 2015

Work Order Number:

To be Assigned

To: Mr. Kevin Greenwood, General Manager, Port of Newport

From: Garrett Pallo, PE, President, Civil West Engineering Services, Inc.
Ralph Wenziger, Office Manager, Civil West Engineering Services, Inc (Newport office)

RE: **Port of Newport – Old Boat Ramp Area Fill Project – Engineering Services**
Civil West Project Number: To be assigned

The purpose of this scope of services is to describe the proposed approach, costs, and schedule proposed by Civil West to complete a project to improve the old boat ramp area at the Port of Newport. The improvements include adding fill, utilities, paving, new parking, and other elements to facilitate the expansion of the Rogue Brewery building.

Background Summary

The Port of Newport owns and operates properties and facilities on and around the Yaquina Bay in Newport. One of the Port's driving principles and goals is to create and support economic development and opportunities in the area and, more specifically, economic growth on and around the Port properties.

The Port has prepared a Master Plan that includes recommended capital improvements to Port properties and facilities over a planning period. A project on the Port's CIP is the redevelopment of the area known as the "old boat ramp" area. The project was planned to fill the old boat ramp area to provide for additional parking as well as expand the buildable area for businesses located nearby.



The CIP intended for this project to be undertaken later in the planning cycle. However, Rogue Brewery is planning a major expansion of their operations including the construction of a large building expansion to the east

of the current building. This development has brought the old boat ramp fill project to the forefront of priorities for the Port.

The “Old Boat Ramp Fill Project” will include a number of improvement elements for which engineering services are required. The planned improvements include:

- Filling and grading of the old boat ramp to an appropriate elevation for the planned improvements
- Extensions of utilities including water (including fire hydrant(s)), sewer, storm drainage, electrical and other “dry” utilities
- Development of a new parking plan for the area to maximize available parking for the Rogue Brewery and utilizing the new reclaimed area from the old boat ramp
- Development of transportation improvements (vehicle and pedestrian) including sidewalks and walking paths, traveled ways, islands, partitions, and others to provide for safe ingress and egress in and around the site
- Provision of slope protection and erosion control
- Providing a kayak access area for visitors to launch and land kayaks for recreational opportunities
- Relocation of a gangway to dock facilities
- And more as desired by the Port.

Civil West has visited the site, met with Port management, and done our homework to prepare for this project. Given this background, we are pleased to submit this proposed scope of services and engineering proposal for the Port to consider. To summarize our understanding of the Port’s planned project concept, we have included the attached project sketch showing the location of the planned improvements and callouts of planned improvement activities.

We have intentionally made our submittal brief and specific and have not included brochure information, resumes, or other items. We recognize that your time is valuable and that brevity is appreciated.



Goal for the Project

The goal of this project is to provide engineering support services required to redevelop the “old boat ramp fill area” to provide for additional parking and other improvements to facilitate the planned expansion of the Rogue Brewery. It is understood that time is of the essence with this project and that the Port improvements must be undertaken quickly so as not to hold up the Brewery expansion.

Civil West Approach and Perspectives on the Project

Civil West has developed a plan for effectively completing this project for the Port of Newport. This plan includes a number of key elements including the following:

1. **Local Service** – As the only local engineering firm with an office in Newport, Civil West will be the most responsive, most efficient, and most accessible firm proposing on this project. The majority, if not all of, the work for this project will be completed by the Newport office team.
2. **Full Service** – Civil West is a full service engineering firm with extensive in-house capabilities that will not require us to utilize subconsultants for this project. Within Civil West, we have engineers who are licensed and certified to provide a number of professional services and specialties including:
 - a. Civil Engineering
 - b. Mechanical Engineering (MEP)
 - c. Electrical Engineering
 - d. Structural Engineering
 - e. Construction Management
 - f. Inspection Services
 - g. Wetland Delineations, Environmental Reporting and Permitting
 - h. And more.
3. **Rapid Project Progress** – Civil West understands that this project needs to move rapidly to stay in front of the Brewery’s plans for expansion. Therefore, we are committed to providing the necessary resources and personnel to make rapid progress to complete the designs for the planned improvements.
4. **Exceptional Communication** – Because we will be managing and completing this work from our local office in Newport, we can provide a higher level of communication and accessibility than any other team. For us, we don’t have to limit our services to just a few meetings with Port staff or other stake holders. Within a few minutes of a request, we can be at the Port offices or on the project site to review issues, talk about the plans, and refine the design process. No travel time, lead time, or expense is required for us to be readily available to meet, discuss, and coordinate on this project. This will increase and enhance the possible coordination and communication on this project.
5. **High Quality Local Surveying** – John Pariani of Pariani Land Surveying (PLS) works out of our Newport and Eagle Point offices and provides 100% of the survey support to Civil West. PLS is also a known quantity to the Port of Newport and has provided services to other agencies and private parties in the Newport area including the recent survey and construction staking for the OMSI project in South Newport. PLS will provide all the surveying services for Civil West on this project and be available for the topographic and preliminary service as well as construction phase surveying, if desired.
6. **Civil West Knowledge of Local Infrastructure** – Civil West has served as the Engineer of Record (EOR) for the City of Newport for nearly 10 years. During that time, we have completed a number of master plans for the City studying the City infrastructure issues and developing new CIP’s. Civil West is also currently completing the design for significant transportation improvements in south Newport. This includes significant improvements to Ferry Slip Road which is immediately adjacent to this (Old Boat Ramp) project as well as all the offsite and transportation improvements around the OMSI project. This local knowledge about the water, sewer and drainage infrastructure and the new plans for roadway and pedestrian improvements in the area make Civil West a valuable addition to the Port’s project and one that will ensure the success and effectiveness of this Port project.
7. **Stakeholder Input** – We recognize the importance of receiving and incorporating regular stakeholder input. Therefore, we will make a point of working closely with Port management and staff on the development of the design concept. We will also work with the management and staff at the Brewery to ensure that the design concept meets their needs. This will be accomplished through regular interaction and coordination meetings with the stakeholders.

- 8. Ability to Provide Additional Services** – While this scope of services was to be limited to design services only, Civil West has the resources and expertise locally to also provide:
- a. Construction management services
 - b. Construction inspection services
 - c. Permitting support
 - d. Wetland delineation
 - e. And more.

The above points describe the resources available and perspective that Civil West will approach this project for the Port of Newport. The rest of this proposal will describe the specific tasks, budgets, and schedule that we propose for this project as we move forward.

Part A: Scope of Work

The following tasks have been identified to track the project’s progress. Each task will be assigned a certain number of engineering hours for completion. While there may be many subtasks included within these major task areas, only the major tasks will be discussed below.

Proposed Scope of Services

1. **Task 1 – Kickoff Meeting and Data Collection** – Under this task, we will perform a number of preliminary engineering tasks to get the project on track and obtain the information we need to prepare our design. The activities under Task 2 will include:
 - a. Project kickoff meeting to review the project parameters, review preliminary plans and concepts, speak with the stakeholders, walk the project site, collect available existing information, and get the basic direction for the project.
2. **Task 2 – Preliminary Design Report** - Under this task, we will prepare a predesign report and preliminary cost estimates for the Port improvements. This task will also include the preparation of predesign schematic and other information required to properly communicate the design and the desired results to the managers and to the stakeholders. Design elements for this project will include:
 - a. Development of a predesign report, preliminary cost estimates and attend project managers meeting.
 - b. General civil design activities including site planning and site layout design.
 - c. Transportation facilities design will include curb, sidewalk, paths, roadways, parking areas, parking layouts, etc.
3. **Task 3 – Final Project Management and Administration** – Under this task, we will provide the necessary project management and administrative services to conduct an orderly and well-managed project. This will include:
 - a. organizational issues, coordination, financial, and other administrative services.
4. **Task 4 – Final Project Design Services** - Under this task, we will include preparation of plans, details, drawings, and other information required to properly communicate the design and the desired results to a contractor and to the stakeholders. Design elements for this project will include:
 - a. Complete a detailed topographic survey of the project site including all surface features, underground utilities (based on locates) and other information required by the engineering team for design purposes.
 - b. General civil design activities including site planning, grading, erosion protection, and final approved site layout design, etc.

- c. Utility design including water, sanitary sewer, storm drainage, and “dry” utilities as applicable
 - d. Transportation facilities design including curb, gutter, sidewalk, paths, roadways, parking areas, parking layouts, etc.
 - e. Miscellaneous design activities including plans to relocate the gangway, landscaping plans, and designs and plans for other desired improvements (i.e. lighting, etc.)
 - f. Provide progress submittals at approximately 35%, 65% and 95% of completion. Meet with Port staff and the Port Commission (if desired) to present design summaries and obtain comments and inputs to guide the design moving forward to completion.
 - g. Prepare a detailed “base map” for the project using the collected survey data and other information obtained under Task 4a.
5. **Task 5 – Document Preparation** – Under this task, we will prepare the necessary documents to assist the Port in obtaining bids and administering the construction process. Project documentation will include the following:
- a. Development of detailed technical specifications for all planned improvements. Specifications to describe the material and supply requirements and properties, installation and construction requirements, and other descriptions to ensure the quality control of the planned improvements.
 - b. Development of bidding documents to administer and receive bids from contractors.
 - c. Development of contract documents to secure the services of a successful bidder and administer the contracting process during the construction phase of the project.

The above tasks represent the scope of services requested by the Port for this project in the request for proposals. The above tasks will result in a complete set of plans and project documents, ready to take to the bid process and secure the services of a responsive low bidder to perform the work. The following tasks are provided, as requested as potential additional services (PM support) that would be provided after the design process is completed.

6. **Task 6 – Bid Phase Support** – Through this task, we will provide bid support services to help the Port secure a responsive contractor to complete the work. This will include assistance with the bid process, bid opening, document review, recommendations, contract administration and notice to proceed. We will utilize the Civil West online bidding environment which provides the Port, and potential bidders, instant access to bid information, plan holder lists, addenda, bid results, and other information. If desired, we will administer a pre-bid conference for the project and will assist the Port in the bid opening and review. Finally, we will process the contract documents, obtain insurance and other documentation, and when ready, issue a notice to proceed to the contractor.
7. **Task 7 - Construction Phase Support** – Under this task, we will provide construction phase engineering support to manage the construction effort on behalf of the Port and provide construction inspection/observation services to enforce the project contract conditions. Construction phase services will also include an initial construction stakeout, preconstruction conference, financial (payment, change order, etc.) processing, general coordination, and other necessary services to occur during construction.
8. **Task 8– Project Closeout Services** – Under this task, we will provide closeout services for the project that will cover construction, financial, and records issues. We will participate in final punch lists and quality control to confirm the work is complete, and we will work with the contractor to finalize all payment issues, change orders, and financial issues. Finally, we will prepare a project album complete with construction photos, inspection reports, and as-built drawings to serve as a detailed permanent record for the project. The album will be provided to the Port in both hardcopy and digital formats.

9. **Task – Project Reimbursables** – This task will include an allowance to cover costs associated with mileage, clerical, and reproductions, and other reimbursable items related to the project that occur during the bidding and construction phases only.

Part B: Project Fee Proposal

We have prepared a detailed fee proposal worksheet that we have attached to this proposal (see Exhibit A). The worksheet includes a summary of the proposed tasks and subtasks as described above along with estimates of hours for completion of the tasks and the associated billing rates for the individuals involved.

A summary of the engineering fee proposal is provided below:

Task	Summary of Proposed Engineering Budget:	Budget
1	Kickoff Meeting and Data Gathering	\$130.00
2	Preliminary Design Report and Project Design Services	\$2,273.00
Task Subtotal		\$2,403.00
3	Final Project Management and Administration	\$3,240.00
4	Final Project Design Services	\$14,032.00
5	Document preparation	\$9,604.00
6	Bid Phase Support	\$6,040.00
7	Construction Phase Support	\$15,422.00
8	Project Closeout Services	\$7,056.00
9	Project Reimbursables	\$1,000.00
Total Additional Fees for Final Design, Bidding and Const Support		\$56,394.00

Note that the proposed engineering fee proposal includes two main phases. They are:

1. Predesign phase services – the scope of work requested in RFP
2. Final Design and bidding and construction phase services – estimate for services that can be provided once the bid package is complete and ready to advertise for bids

In addition to these phases of work, we can provide a separate scope of support for any environmental and permitting requirements such as a wetland delineation or a Joint Permit Application. We will work diligently with the Port to modify our approach, our scope of services, and our proposed fee to meet the needs and constraints of the Port.

Part C: Project Schedule

The RFP included a list of anticipated project milestones and deadlines. We have reviewed the desired schedule and have confirmed that we can meet the deadlines specified. A summary of the schedule that we propose for this project is as follows (with an assumed start date):

1. Notice to proceed (assumed start point).....by June 15, 2015
2. Kickoff meeting scheduledJune 20, 2015
3. Survey completedby June 27, 2015
4. Preparation of existing conditions site planby June 29, 2015
5. Proposed site plan summary provided for review.....by July 15, 2015
6. 35% design submittal and meeting.....by August 15, 2015
7. 65% design submittal and meeting.....by September 15, 2015

Port of Newport – Old Boat Ramp Fill Site Development – Engineering Scope of Services

- 8. 95% (final) design submittal and meetingby October 15, 2015
- 9. Bid package submitted and ready for bidsby November 1, 2015
- 10. Bid Phase November to December 2015
- 11. Contractor notice to proceed issuedby early February 2016
- 12. Estimated contract length for project.....~120 days (assumed)
- 13. Project completion estimated.....early summer 2016

The schedule above is a preliminary estimate only and can be modified to meet budgetary and scheduling constraints of the Port and their other projects. If desired, this project could also be expedited significantly to fit into a more aggressive schedule. The kickoff meeting will include a discussion of the desired project schedule and we will setup a specific schedule with the Port to track deadlines, desired Port Commission meetings, and other specific milestones.

We are grateful for this opportunity to provide these services to the Port of Newport. We are prepared to begin this work on this important project as soon as we are authorized to do so. Please let us know if you have any questions or if you wish to see any alterations to our proposed approach. We are eager to show the Port the level of support and quality engineering services we can provide. We truly hope this project allows us that opportunity.

Sincerely,
Civil West Engineering Services, Inc.



J. Garrett Pallo, PE
President

Ralph Wenziger, PE
Office Manager - Newport

Exhibit A

Port of Newport
 Old Boat Ramp Filling Area Improvements
 May 20, 2015

		Engineering Fee Structure									
		Principal Engineer	Project Manager	Senior Project Engineer	Project Engineer	Engr Tech	Construction Inspection	Clerical	Subcontractor Support Lump Sum	Total Hours	Total Fee
		\$145.00	\$130.00	\$123.00	\$116.00	\$98.00	\$78.00	\$44.00			
Tasks											
1	Kickoff Meeting and Data Gathering										
a	Project kickoff meeting and review of concept plan details	0	1			0				1	\$130.00
	Task Total	0	1	0	0	0	0	0	\$0.00	1	\$130.00
2	Preliminary Design Report and Project Design Services										
a	Pre-design Report and cost estimates and attend project meeting	0	2			0		1			\$304.00
b	General civil design - site planning and site layout	1	4			4				9	\$1,057.00
c	Transportation, curb, sidewalk, paths, roads, and parking layouts	0	4			4				8	\$912.00
	Task Total	1	8	0	0	8	0	0	\$0.00	17	\$2,273.00
	Task Subtotal	1	9	0	0	8	0	0	0	18	\$2,403.00
3	Final Project Management and Administration										
a	Admin, Coordination, Project Management	8	16							24	\$3,240.00
	Task Total	8	16	0	0	0	0	0	\$0.00	24	\$3,240.00
4	Final Project Design Services										
a	Topographic and utility survey by PLS		2						\$3,000.00		\$3,260.00
b	General civil design - site plan, grading, erosion protection, layouts.	2	10			23		2		37	\$3,932.00
c	Water, sewer, storm and dry utilities designs		8			12				20	\$2,216.00
d	Transportation, curb, gutter, sidewalk, paths, roads, parking layouts		8			12				20	\$2,216.00
e	Misc. designs, gangway, landscaping, etc.		12			12				24	\$2,736.00
f	35%, 65%, 95% design submittals and meetings		16			6		6		28	\$2,932.00
g	Completion of basemap detailing existing conditions		4			16				20	\$2,088.00
	Task Total	2	58	0	0	81	0	8	\$3,000.00	129	\$14,032.00
5	Document preparation										
a	Technical specifications	2	40					8		50	\$5,842.00
b	Bidding and contract documents	2	24					8		34	\$3,762.00
	Task Total	4	64	0	0	0	0	16	\$0.00	84	\$9,604.00
6	Bid Phase Support										
a	Bid administration, response to questions, addenda, pre-bid conf, etc		16			8				24	\$2,864.00
b	Participate in bid opening and bid reviews process		8							8	\$1,040.00
c	Administer contracts and issue notices to proceed		8			4		16		28	\$2,136.00
	Task Total	0	32	0	0	12	0	16	\$0.00	60	\$6,040.00
7	Construction Phase Support										
a	Coordination, management, and oversight	2	40							42	\$5,490.00
b	Process payment requests and change orders as needed		16							16	\$2,080.00
c	Construction inspection/observation services		16				40			56	\$5,200.00
d	Construction stakeout survey services		2			4			\$2,000.00	6	\$2,652.00
	Task Total	2	74	0	0	4	40	0	\$2,000.00	120	\$15,422.00
8	Project Closeout Services										
a	Final inspections, punch lists, and physical closeout of work		16				8			24	\$2,704.00
b	Final payments, financials, warranty and other documentations		8							8	\$1,040.00
c	Completion of project album		8			16		16		40	\$3,312.00
	Task Total	0	32	0	0	16	8	16	\$0.00	72	\$7,056.00
9	Project Reimbursables										
a	Travel costs, mileage, meals, etc.									0	\$500.00
b	Clerical expense, copies, postage, etc.									0	\$500.00
	Task Total	0	0	0	0	0	0	0	\$0.00	0	\$1,000.00
Total		12	224	0	0	125	48	40	\$5,000	429	\$56,394.00

Task	Summary of Proposed Engineering Budget:	Budget
1	Kickoff Meeting and Data Gathering	\$130.00
2	Preliminary Design Report and Project Design Services	\$2,273.00
	Task Subtotal	\$2,403.00
3	Final Project Management and Administration	\$3,240.00
4	Final Project Design Services	\$14,032.00
5	Document preparation	\$9,604.00
6	Bid Phase Support	\$6,040.00
7	Construction Phase Support	\$15,422.00
8	Project Closeout Services	\$7,056.00
9	Project Reimbursables	\$1,000.00
	Total Additional Fees for Final Design, Bidding and Const Support	\$56,394.00



Reference: 615013

May 20, 2015

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

Subject: Proposal to Provide Engineering Services for the Old Boat Ramp Area Fill Project, Port of Newport, Oregon

Dear Mr. Greenwood:

It is our understanding the Port is interested in proceeding with the "Old Boat Ramp Fill" project outlined in the 2013 Capital Facilities Plan along with future use planning of the older parking areas located at the south end of the Marina. This project is being initiated sooner than was projected in the 2013 CIP, to facilitate a major expansion of the Rogue Brewery complex. We are pleased to present the following scope of work with estimated consulting fees for providing design services for the proposed project.

The following is a preliminary Scope of Work which encompasses the entire project frame work. It is our understanding at this time the Port wishes to begin with tasks 1 through 3 as an initial phasing of the project work.

Scope of Work

Tasks

1. Prepare preliminary site plan with initial recommendations, considering preliminary layout for Brewery Expansion, for parking, bay access, traffic channeling, picnic shelters, etc. The preliminary site plan will be prepared based upon following information:
 - a. Preliminary layout for Brewery complex expansions.
 - b. Existing City Aerial topographic information.
 - c. Available utility location information from 2013 CIP work.
2. Adjust preliminary layout plan based upon Port and Brewery Input.
3. Prepare planning level cost estimate based upon preliminary layout plan.
4. Present preliminary layout plan to Port Commission for review and determining future project tasks and schedule.

5. Facilitate Port Commission/Public workshop for finalizing future vision of project area.
6. Present final site plan to Commission for approval.
7. Perform on-site topographic and site feature survey and prepare base map for design.
Prepare design plans for project which include a grading plan, surface structures (concrete curbs, walks, paved parking, aisles, roadways, etc) with critical sections.
8. Prepare Bid Package consisting of Plans, Specifications, and Contract Documents.

Deliverables

1. Preliminary Site Plan
2. Revised Site Plan for Port Commission Review
3. Site Plan worksheets for Commission/Public Workshop
4. Final site Plan for Commission approval
5. 75% design drawings for review
6. 100% design drawings consisting of the following:
 - a. Cover Sheet
 - b. Standard Abbreviation and Legend Sheet
 - c. Grading Plan with existing contours and proposed Contours
 - d. Paving, surfacing Plan
 - e. Landscape Plan
 - f. Sheet showing critical sections
 - g. Detail sheets as necessary (i.e. slope protection, utilities, etc.)
7. Bid package (Bid Instructions, Bid form, Contract Document w/ Plans)

Schedule

- Proposed Site Plan June
- Revised Site Plan for Port Commission Review July
- Site Plan worksheets for Commission/Public Workshop July

Mr. Kevin Greenwood

Proposal to Provide Engineering Services for the Old Boat Ramp Area Fill Project

May 20, 2015

Page 2 of 3

- Final site Plan for Commission approval August
- Survey and Base map completed 3 weeks of notice to proceed;
- 75% design drawings for review October
- Bid documents completed December
- Bid Project Early 2016

Estimated Fees

The estimated consulting fee for the tasks listed above:

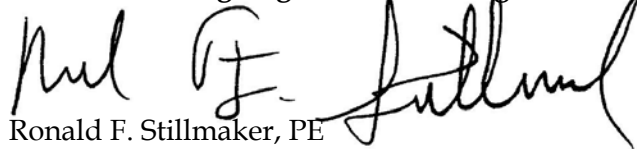
Tasks 1, 2 &3	Preliminary Site Planning	\$ 2,000
Tasks 4, 5, & 6	Commission Approval	\$ 1,500
(Attend initial presentation meeting & workshop and revise site plan accordingly)		
Task 7	Topographic and Feature survey	\$ 7,000
Task 8	Design and Bid Package	\$ 16,000
Total Estimated Fees		\$ 26,500

I have enclosed our standard agreement form to initiate Tasks 1, 2, &3. Future tasks will be added upon clearer definition of the project through completion of the site planning process.

Please feel free to contact me at 541-266-9890 if you have any comments or questions.

Regards,

SHN Consulting Engineers & Geologists, Inc.



Ronald F. Stillmaker, PE
Senior Civil Engineer

RFS:dkl

Service Agreement

This Agreement is made this _____ day of _____, 2015, between The Port of Newport, subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 275 Market Avenue, Coos Bay, Oregon, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of licensed engineers and geologists. The work under this contract will be under the direction of Ronald F. Stillmaker, PE, License#11,146, located at SHN Consulting Engineers & Geologists, Inc., 275 Market Avenue, Coos Bay, OR 97420.

1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide consulting engineering services for preliminary site planning for the "Old Boat Ramp Fill Project", and subsequently referred to as "Project."
- B. CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement.

2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to:
 - (i) Prepare preliminary site plan with initial recommendations, considering preliminary layout for Brewery Expansion, for parking, bay access, traffic channeling, picnic shelters, etc.
 - (ii) Adjust preliminary layout plan based upon Port and Brewery Input.
 - (iii) Prepare planning level cost estimate based upon preliminary layout plan.
 - (iv) Additional tasks for completion of this project shall be added on by addendum to this agreement.
- B. SHN will not be responsible for the following services:
 - (i) any services not specifically listed under 2A above.
- C. There will be no additions or deletions without the written consent of both parties. Scope, schedule, and fees will be negotiated and agreed to before any additional work is provided.

3. Work Schedule

- A. SHN will perform the services described in the Scope of Services, in conformance with the following schedule:

Prepare proposed site plan by end of June 2015.
- B. Schedule extensions will be agreed to for any delay that is beyond the control of SHN. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.

4. General Conditions

The following general conditions are incorporated into and made part of this Agreement:

- A. CLIENT will provide SHN with all available information concerning this Project, including a reproducible base map, as necessary.

- B. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- C. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.

In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies should occur, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination caused by the work. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

- D. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with all applicable laws, rules, and regulations.
- E. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- F. CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- G. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- H. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.
- I. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:

- (i) the modifications or misuse by CLIENT, or anyone authorized by CLIENT of such electronic data;
- (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
- (iii) any use by CLIENT, or anyone authorized by CLIENT, of such electronic data, for additions to this project, for the completion of this project by others for generation of as-built drawings, or for any other project, excepting only such use as is authorized, in writing, by SHN.

Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.

- J. Neither CLIENT nor SHN may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.
- K. This Agreement shall be governed by the laws of the State of Oregon, and any litigation or arbitration shall be venued in the County of Coos.
- L. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of the CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the CLIENT.
- M. Unless noted otherwise in this Agreement, it is mutually assumed all work performed by SHN is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to Prevailing Wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties.

This Agreement shall be terminated as follows:

- (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
- (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

5. Fee

- A. SHN will be compensated for these services on a time and expenses basis. Fees are estimated as Two Thousand dollars (\$2,000).
Fees DO NOT include Prevailing Wage Rates.
- B. If Project requirements indicate that the Scope of Services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. Should CLIENT authorize a revision in the Scope of Services without a revision to this Agreement, SHN will be compensated for services actually performed on a time and expenses basis.

- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. All invoices are due and payable within fifteen (15) calendar days of the date of invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion, and will be applied to the final invoice.
- D. CLIENT will be responsible for collection costs, including attorneys' fees, in the event legal action is necessary to collect any amounts due SHN.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

SHN Consulting Engineers & Geologists, Inc.

Address: 275 Market Avenue
Coos Bay, OR 97420

Client: Port of Newport

Address: 600 SE Bay Boulevard
Newport, OR 97365

By: _____

Ronald F. Stillmaker, PE
Senior Civil Engineer

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

License #: **11,146**



From: [Michael Moreno](#)
To: [Kevin Greenwood](#); [Stephen Larrabee](#)
Subject: FY-15 PSGP Application Submission Confirmation
Date: Monday, May 18, 2015 7:15:49 PM
Attachments: [image001.png](#)

Hi Kevin and Stephen,

I would like to reconfirm that the Port's FY-2015 PSGP application has been successfully submitted to FEMA.

FEMA will now forward applications to the local USCG COTP for ranking and funding recommendation. The COTP will meet with the AMSC (Area Maritime Security Committee) to review the applications for our region.

The next AMSC meeting is immediately following the COTP industry breakfast at MSU Portland on Thursday 5/21. The AMSC meeting is a closed door member meeting. At the 5/21 meeting the AMSC will **not** be reviewing the PSGP applications, the turnaround time from FEMA is too close to the application deadline of 5/19. The AMSC will meet again on another date to review the PSGP applications. It would be beneficial to attend the COTP industry breakfast on 5/21 to create visibility for the Port since most of the AMSC committee members will be at the breakfast. I will not be at the breakfast on 5/21 as I have a prior work commitment in Denver.

Below is a list of dates to mark on your calendar:

05/21/15 USCG SCR COTP Industry Breakfast – MSU Portland, 6767 N. Basin Ave.
Portland, Oregon 97217 (0730-0930)
07/23/15 Allocations Announced
09/30/15 Awards processed on a rolling basis up to 09/30

It has been a pleasure working with you on the Port's PSGP application submission. I will keep you updated on any news with the application review process. My next deliverable to you is a complete documentation of the Port's application. I will be forwarding this in hard copy along with an invoice for services rendered.

As always, I'm available at your convenience should you have any questions.

Regards,

Michael Moreno

Accounting & Grants Specialist

MERCHANTS EXCHANGE OF PORTLAND, OREGON

200 SW Market Street, Suite 190

Portland, OR 97201

503.220.2095 / 503.295.3660 Fax

moreno@pdxmex.com

www.pdxmex.com

First Name	Last Name	Title	Company
Don	Baker		North Lincoln Fire and Rescue
Dennis	Cannon		Central Coast Fire and Rescue
Dave	Enyeart		Toledo Police Department
Will	Ewing		Toledo Fire Department
Karen	Hattig		Pacific West Ambulance
Keith	Kilian		Lincoln City Police Department
Curtis	Landers		Sheriff
Mark	Miranda		Newport Police Department
RC	Mock		Siletz Fire
Rob	Murphy		Newport Fire Department
Frankie	Petrick		Yachats Rural Fire Protection District
Seal	Rock	Lynda	Seal Rock Fire Protection District
Josh	Williams		Fire Dept - Depoe Bay
Ian	Madin		DOGAMI
Doug	Baird		NOAA MOC-P
David	Gomberg		State Rep
Arnie	Roblan		State Senator
Kurt	Schrader		US Rep
Jeff	Merkley		US Sen
Mike	Goff		TCB Security

PROCESS FOR SELECTION DIRECTOR OF OPERATIONS

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

Step 2. Director of Operations Job Description. The Job Description was reviewed at the Port Commission’s _____ regular meeting.

Step 3. Director of Operations Benefit Package. The Director of Operations Benefit Package shall be the same as other Port employees as prescribed in the Port’s Compensation Plan (Res. No. 2015-07), except that the annual Salary Range shall be listed as \$_____ - _____, though the General Manager reserves the right to negotiate separate terms if it benefits the Port and is within budget.

Step 4. Interim Director of Operations. The General Manager has been serving as the interim Director of Operations.

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

Step 6. Tentative Timeline. The General Manager has reviewed a tentative timeline and would like to have the new Director of Operations start no later than _____, 2015. (Attachment “B”)

Section 7. Screening Process.

- A. General Manager/Commission liaisons/SDAO/Auditor shall receive and review all applications. Copies of all applications shall be shared with the General Manager.
- B. Four candidates will be forwarded from review for interviews following initial reference checks.
- C. Successful candidates shall be invited by letter and phone call to participate in the Interview Process. Mileage reimbursement and overnight accommodations shall be provided for out of county candidates. Letters shall also be sent to unsuccessful candidates thanking them for their interest.

Section 8. Preliminary Interview Process.

- A. A technical committee will be formed to interview the screened applicants on

_____. The selection committee will be made up of two Port Commissioners (_____, _____), the Port's Finance Officer (Stephen Larrabee), the General Manager (Greenwood), and the City of Newport's Public Works Director (Tim Gross).

- a. Five Candidates. Committees of Staff/Dept. Heads, Commissioners, Technical Committee, Facility Tour, General Manager
 - b. Four Candidates. Committees of Staff/Dept., Commissioner/Elected, Technical Committee, Facility Tour (Greenwood, John Baker)
 - c. Three Candidates. Facility Tour (Greenwood, Baker), Internal, External.
- B. Port staff will conduct tours of port facilities. (Greenwood/Baker)
- C. John Baker will facilitate scoring and the committee shall forward one or two finalists for final interviews.

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

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

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

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

ATTACHMENT “A”

ESSENTIAL AND DESIRED DIRECTOR OF OPERATIONS ATTRIBUTES

Essential

- Integrity
 - Earns and maintains trust
 - Honesty
 - Truthfulness
 - Fairness
 - Builds goodwill and better relationships
- Good people skills
 - Personality
 - Verbal Communication (articulate, persuasive, public presentations)
 - Written Communication (vocabulary, precision, grammar)
 - Listening skill
- Leadership
 - Provides overall directional vision to staff
 - Ensures staff are competent through training and coaching
 - Gives staff opportunity to do their job well
 - Motivates staff to do their job well
 - Empathy
- Public Works Experience (Municipal)
 - Bid document development, selection, execution.
 - Maintenance scheduling tracking.
 - Permitting.
 - Public contracts.
- Public Management
 - Budgeting, tracking, reporting, control actions, forecasting.
 - Human resource management.
- Self motivated
 - Demonstrated background of achievement
 - Perseverance
 - Resilient - able to withstand adverse comments/criticism

Desirable

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

ATTACHMENT “B”

TENTATIVE TIMELINE*

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

POSITION TITLE
Director of Operations
Safety Sensitive

DEPARTMENT/DIVISION
Operations

FLSA: Exempt

IMMEDIATE SUPERVISOR (Title)
General Manager

NO. OF EMPLOYEES DIRECTLY SUPERVISED: 3

NO. OF EMPLOYEES INDIRECTLY SUPERVISED:
See below.

POSITIONS SUPERVISED BY THIS POSITION (Titles): Facility Managers.

POSITION OBJECTIVES

The Director of Operations is responsible for the development, coordination and management of new Port improvement and construction projects, which directly relate to the development of all Port lands; develop and manage public construction projects, perform as part of an administrative team, and accomplish other special projects and duties as assigned. Prepare, manage and administer public works improvement contracts. Participate and contribute to overall Port management as part of an administrative and management team. Coordinate all project development plans with the General Manager and the Director of Finance, and when applicable and necessary with the Harbormasters to provide management consistencies. Support Facility Managers/Harbormasters and Safety Committee by coordinating training, certifications, maintenance, emergency plans and resources to best manage the Port's facility operations.

SUMMARY OF DUTIES AND RESPONSIBILITIES

1. Responsible for the overall direction and supervision of Port development inclusive of: marine improvement projects including but not limited to Port moorage facilities, the shipping terminal property, RV park properties, and other Port lands for related purposes.
2. Prepare written and oral reports to be publically distributed and presented at monthly board of commissioners meetings.
3. Maintain and facilitate maintenance management systems including the assessment of port maintenance needs, prioritization of projects, use of work orders and assessment of delegated tasks.
- 2.4. Develop, prepare and manage public contracting processes including development of requests for proposals, invitation to bids, qualification based selection processes, etc.
- 3.5. Actively facilitate Safety Committee agendas including the development, implementation and management of emergency plans, OSHA-approved safety programs, evacuation plans, maintenance programs, certifications, and other port-wide programs affecting the day to day operations.
- 4.6. Support facility managers in understanding lease requirements and expectations specifically with federal lease agreements (NOAA MOC-P, Customs, Coast Guard)
- 5.7. Works with the General Manager and Facility Managers/Harbormasters to provide leadership to the Port's marine-related businesses. Assist in development of business concepts into strategic plans and workable short- and long-range programs.
- 6.8. Works with the Facility Managers/Harbormasters to provide leadership in scheduling staffing needs to maintain a highly efficient operation. Evaluate work flow and use of port assets. Recommend staffing and equipment needs during budget process.
- 7.9. Works with Port staff and marine industry related groups in developing services and rate structures.
- 8.10. Works with the Port management team to develop a competitive marketing strategy that increases net income to the Port.
- 9.11. Works with the Port management team toward the development of strategic operating plans for the capital expenditures of the Port's facilities, ensuring that these facilities continue to serve marketing needs.
- 10.12. Understands the labor force impact on the future of the Port, and develops constructive working relationships with Port employees.
- 11.13. Maintains strong involvement with Port development activities of marine-related land and services.
- 12.14. Ensures that new development and improvement projects are accomplished in an environmentally sound and safe manner.

~~13.15.~~ Develops positive, ongoing relationships with industry and related associations. Maintains positive relationships with economic development officials, State Marine Board, and other public agencies.

~~14.16.~~ Coordinates implementation and enforcement of Port ordinances, policies and resolutions, as related to harbor control and facility management.

~~15.17.~~ Facilitate permit acquisition, monitoring and renewal. Work with administrative staff to properly file documents.

~~16.18.~~ Perform other duties as required.

CHALLENGES ENCOUNTERED

- Lack of project funding.
- Deteriorated or inadequate facilities.
- Tight deadlines.
- Varying skill levels among facility crews.

WORKING RELATIONSHIPS

Internal: Administrative staff; facility managers and crews; and Board of Commissioners.

External: Customers (Port tenants); marine organizations; government agencies (economic development, regulatory, environmental); general marine community; commercial and sport fishermen and support groups; contractors and consultants.

POSITION TITLE: Director of Operations

DATE: 5/21/15

Page 2

EDUCATION PREFERRED

Bachelor's Degree or some higher education or vocational training, specializing in project management or engineering field with supervisory training; five to eight years of previous port/municipal operations, business management or marine maintenance experience; or any equivalent combination of education and experience, which demonstrates the knowledge, skills, and abilities to perform the essential functions herein described.

EXPERIENCE AND KNOWLEDGE PREFERRED

1. Some maritime background with understanding of commercial fishing industry, recreational boating, marine infrastructure and operations.
2. Demonstrates strong human resource skills and management expertise.
3. Ability to successfully manage diverse projects.
4. Ability to research and implement appropriate training/certification programs.
5. Experience in the development and administration of large capital improvement projects.
6. Participation as part of a management team in the overall planning and management functions of service-oriented marine or industrial projects.
7. Ability to communicate concepts, ideas, and programs, both within and outside the organization.
8. A leader and team builder with a successful record of strong staff development, as well as proven, creative, strong, effective management.
9. Knowledge and understanding of marine-related operations and maintenance materials, tools, and skills.
10. Understanding of budget development procedures.
11. An "idea" person who initiates, takes controlled risks, challenges the status quo, and makes sound project and business judgments.
12. Experience in engineering and architectural drafting. Computer literate with a minimum of two years AutoCad processing experience, Microsoft Excel and Word. Must be savvy user of electronic communications including email, online calendars and texting. Experience with Computerized Maintenance Management Software preferred.
13. Physical condition compatible with job requirements.
14. CPR and First Aid Certification required.
15. Must be able to maintain confidentiality.
16. Must comply with organizational policies and procedures.

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

Approved by Immediate Supervisor

Employee Signature

Date