

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

March 22, 2016, 6:00 pm
South Beach Activities Room
2120 SE Marine Science Drive, Newport, OR 97365

Walter Chuck (Pos. #1), President; Ken Brown (Pos. #4), Vice President; David Jincks (Pos. #2), Secretary/Treasurer;
Stewart Lamerdin (Pos. #3); Patricia Patrick-Joling (Pos. #5)

- I. Call to Order..... 6:00
- II. Changes to the Agenda..... 6:01
- III. Public Comment..... 6:02
- IV. Consent Calendar 6:05
 - A. Minutes:.....
 - 1. Regular Commission Meeting 2/16/2015
 - 2. Commission Work Session 2/16/2016
 - 3. Special Use Permit – Arthritis Bike Classic 9/23/16 – 9/24/16
 - 4. Special Use Permit – Davis Shows/Loyalty Days Carnival
(Location to be finalized per Chris Urbach)
 - B. Financial Reports
- V. Correspondence/Presentations 6:08
 - A. OBC – House of Spirits Lease Extension
 - B. Robert Parker: harvesting sea lions
- VI. Old Business
 - A. Items Removed from Consent Calendar
 - B. Accounts Paid.....
 - C. Resolution Setting Rates, Fees and Charges (ORS 294.160)
 - D. International Terminal Shipping Facility Update
 - E. Rogue Lease Amendment Approval
 - F. Approve Grant Application for IFA Port Planning & Marketing Fund
- VII. New Business
 - A. International Terminal G.O. Bonds Refinance
 - B. Repair and Maintenance Plan Proposal
- VIII. Departmental Reports
 - A. Director of Finance 6:34
 - B. Director of Operations..... 6:36
 - C. General Manager..... 6:38
- IX. Commissioner Reports..... 6:48
- X. Calendar/Future Considerations..... 6:53
 - A. 04/05 Commission Budget Priorities Work Session, 12:00 noon
 - B. 04/05 – 04/08 PCC Spring Conference, Vancouver BC
 - C. 04/12 2nd Commission Budget Priorities Work Session, 12:00 noon (if needed)
 - D. 04/26 Regular Commission Meeting
 - E. 05/10 Budget Committee Meeting 6:00 pm
 - F. 05/17 2nd Budget Committee Meeting 6:00 pm (if needed)
 - G. 06/21 Public Hearing & Adopt Budget Resolution 6:00 pm
 - H. 06/21 Regular Commission Meeting (rescheduled)
- XI. Public Comment..... 6:55
- XII. Adjournment..... 7:00

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

2/16/2016

Regular Commission Meeting

I. EXECUTIVE SESSION

Commission President Walter Chuck called an Executive Session of the Port of Newport Board of Commissioners to order at 5:30 pm at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon, pursuant to ORS 192.660(2)(i) for the performance evaluation of the General Manager. No decisions were made in Executive Session.

Commissioners Present: Walter Chuck (Pos. #1), President; Ken Brown (Pos. #4), Vice-President; and David Jincks (Pos. #2), Secretary/Treasurer, Stewart Lamerdin (Pos. #3); and Patricia Patrick-Joling (Pos. #5).

Management and Staff: Kevin Greenwood, General Manager.

Executive Session was adjourned at 5:55 pm.

II. CALL TO ORDER

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

Commissioners Present: Chuck, Brown, Jincks, Lamerdin, and Patrick-Joling.

Management and Staff: Greenwood; Stephen Larrabee, Director of Finance; Rick Fuller, Director of Operations; and Karen Hewitt, Administrative Assistant.

Members of the Public and Media: Clay Moore; Lee Fries; Candy Garrison; Pat Ruddiman, ILWU; Yale Fogarty, ILWU; Keith Kominski, ILWU Toledo; Ben Forceman; Wayde Dudley; Barb Dudley; K. J. Konink; Kiera Morgan, KYTE.

III. CHANGES TO THE AGENDA

Greenwood requested that the Port Dock 7 electrical contract be added to the Consent Calendar. The Commissioners agreed.

IV. PUBLIC COMMENT

There was no public comment at this time.

V. CONSENT CALENDAR

- A. Minutes: Regular Commission Meeting 1/26/2016.
- B. Financial Reports
- C. Notary Journal Agreement
- D. Special Use Permit – OMSI Coastal Discovery Center Grand Opening of Camp Gray
- E. Special Use Permit – 3rd Annual Newport Shamrock Run
- F. Declaration of Surplus Property

G. Approve Port Dock 7 Above Board Electric Agreement

A motion was made by Patrick-Joling and seconded by Jincks to approve the Consent Calendar. The motion passed 5 – 0.

VI. CORRESPONDENCE/PRESENTATIONS

A. Approval of HMSC Sublease with American Genetic Association

Greenwood said this letter was included in the meeting packet for information purposes. There were no questions or comments from the Commissioners.

VII. OLD BUSINESS

A. Items Removed from Consent Calendar

There were no items removed from the Consent Calendar.

B. Accounts Paid

There were no questions or comments from the Commissioners.

A motion was made by Patrick-Joling and seconded by Brown to accept the accounts paid. The motion passed 5 – 0.

C. Contract Amendment with TCB for Additional Collection Services

Greenwood commented that this topic had been discussed at the Work Session, there were no additional staff comments and no changes made at this time. Greenwood recommended the Commissioners approve the Contract Amendment.

A motion was made by Patrick-Joling and seconded by Lamerdin to approve the Contract Amendment with TCB for Additional Collection Services. The motion passed 5 – 0.

D. General Manager Annual Performance Evaluation (ORS 192.660(2)(i))

Chuck read the summary report, included in the packet. The Commission approved a list of projects to be accomplished by the General Manager and renewed the contract for one year with a 2% salary increase.

A motion was made by Patrick-Joling and seconded by Lamerdin to approve the General Manager Annual Performance Evaluation as amended in the Executive Session. The motion passed 5 – 0.

E. Resolution Setting Rates, Fees and Charges (ORS 294.160)

Greenwood commented that there were not many changes since the last Regular Meeting. The document would be reviewed with staff at the Department Head Meeting on Wednesday, February 17, 2016. Patrick-Joling asked if our fees would cover our costs. Greenwood said so far, yes, but the Port is waiting for information from the insurance company regarding health insurance. There has been no change in water or electric rates, which were taken into account. Greenwood said there should be a version presented to the Commission for approval by May.

F. International Terminal Shipping Facility Update

Greenwood related he had spoken with Steve Rich from the City of Newport, which is interested in acquiring buildable sand in exchange for removing clean unbuildable material to the airport in equal amounts. This would save the Port in royalty fees. Greenwood suggested that a deadline be set for the City to get the material or release rights to the material. A document will need to be approved by the Commission when drafted.

The ConnectOregon scoring of the Port of Newport's grant application ranked below the median. This internal staff rating is to be used only as a guide for committees. The Port will need to lobby to rise the ratings. Greenwood referred to page 53 of the meeting packet listing presentation dates. Chuck will join Greenwood at Thursday's presentation. The Port will seek additional information from Teevin and the Hall family. Greenwood said Rondys has shared their investment plans for the site. Greenwood was invited by Kevin Mannix for Friday to discuss legislation relating to container business and how Newport relates to this topic.

Greenwood advised that an application for an IFA grant of approximately \$80K-\$90K will be applied for next month. This would be used for construction soft costs that won't be covered by the TIGER grant.

VIII. NEW BUSINESS

A. Rogue Lease Amendment

Greenwood stated that the biggest issue is the current square footage. That along with smaller issues will require additional time to review. A hearing on Rogue's conditional use permit application will be held on February 22nd. No action was taken at this time.

B. Volunteer Policy

Fuller presented a revised Volunteer Service Handbook to the Commission. He also introduced the current volunteer group who assembled the volunteer information: Lee Fries, Bard Dudley, Wayde Dudley, Candy Garrison, and Clay Moore. Fuller also presented an hours summary for 2015, which demonstrated the volunteers' investment and interest in the program. In 2015 the group built the sign inventory and map with photos, which Fuller presented to the Commission. The next task is to prioritize which signs to clean, paint and upgrade; the album will be helpful in making this assessment. Fuller added that the goal is to create a sustainable program. Fuller's time expended on the group is minimal. Greenwood gave a shout-out to Clay Moore for receiving the SDAO volunteer of the year award, and thanked Commission Chuck for attending. Moore displayed the award he received. Greenwood added that, at the SDAO Conference, several people who were previous guests at the Port's RV Park greeted Clay, and others said they planned to visit the park.

A motion was made by Patrick-Joling and seconded Jincks to approve the Volunteer Policy. The motion passed 5 – 0.

VIII. DEPARTMENTAL REPORTS

A. Director of Finance

Larrabee shared that the new time sheets are going well and provide useful information for Fuller and the budget process. Larrabee is looking into refinancing debt and may have a presentation next month.

B. Director of Operations

Fuller related he is working with the department heads in projecting budgets, looking at the “how” and “when” of needed expenditures. This is the first time that the department heads have been involved in this process. Statements about time on tasks is being reported on spreadsheets. Fuller expects this to lead to a more accurate budget and he will be able to hold department heads responsible. Information on maintenance, location, equipment and vehicles was sent to HIPPO to create a South Beach preventative maintenance program. Next month Fuller will have a preventative maintenance schedule to present to the Commission for South Beach for the first time.

C. General Manager

1. **Statement of Economic Interest.** Greenwood said he was including the information on the Statement of Economic Interest (SEI) filing to the Commissioners, especially Patrick-Joling and Lamerdin as new Commissioners, referring to page 67 in the packet. This year the SEIs will be filed online for the first time. The Commissioners will be sent an invitation by email.
2. **SDAO Conference/Training.** See packet, no discussion at this time.
3. **International Terminal Users Group Committee.** Greenwood said he had discussed this with Chuck (see packet pg. 67). The committee will confer about what the Terminal will look like with logs, boats, parking, etc. Greenwood asked for comment about when this should be established. Chuck said this was an opportunity to sort out some of these issues and identify potential conflicts before operations began. This group would drive themselves rather than be driven by the Commission. Brown added this would also have PR value as a community outreach. Greenwood will draft a resolution including scope of work and budget impact for the Commission’s review.
4. **SDAO Insurance Update.** See packet, no discussion at this time.
5. **Minimum Wage Update.** See packet, no discussion at this time.
6. **US-20 Summer Closures.** Greenwood said he would be meeting with the Greater Newport Chamber of Commerce and ODOT to see if the schedule can be changed due to the impact this would have during tourist season. Chuck suggested that the closures be posted to our website.
7. **Michelle Koch Complaint.** See packet, no discussion at this time.
8. **Capital Improvement List Update.** See packet, no discussion at this time.
9. **Pacific NW Waterways (PNWA), Mission to DC Mar. 1-5.** See packet, no discussion at this time.
10. **Oregon Boating Foundation Kayak Launch.** Greenwood said the request was reasonable as they would be entering away from commercial boats. The goal is to let the Foundation know we are willing to work with them.

Other. Lamerdin asked if the use of the salt water intake from Hatfield Marine Science center was for the replacement tenant. Greenwood said that Yaquina Bay Fruit Processing was leaving at the end of the month. The question was how much water would HMSC be willing to share with the Port; this may be 20% of the needs of the new tenant, and it will be their responsibility to establish a business plan. Long term, a new permit would be needed for a new intake which would impact the estuary. Oregon IFA has 0% loans or grants which could be used for the extension, but the business has a lot of work to do.

IX. COMMISSIONER REPORTS

Chuck reported he had attended the SDAO Annual Conference.

X. CALENDAR/FUTURE CONSIDERATIONS

See packet, there were no changes.

XI. PUBLIC COMMENT

There was no public comment at this time.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at 6:40 pm.

ATTESTED:

Walter Chuck, President

David Jincks, Secretary / Treasurer

-###-

PORT OF NEWPORT MINUTES

2/16/2016

Commission Work Session

I. CALL TO ORDER

Commission President Walter Chuck called the Work Session of the Port of Newport Board of Commissioners to order at 12:00 noon at the South Beach Activities Room, 2120 SE Marine Science Drive, Newport, Oregon.

Commissioners Present: Walter Chuck (Pos. #1), President; Ken Brown (Pos. #4), Vice-President; and David Jincks (Pos. #2), Secretary/Treasurer, Stewart Lamerdin (Pos. #3); and Patricia Patrick-Joling (Pos. #5).

Management and Staff: Kevin Greenwood, General Manager; Stephen Larrabee, Director of Finance; Rick Fuller, Director of Operations; and Karen Hewitt, Administrative Assistant.

Members of the Public and Media: Mike Goff, TCB Security; Dennis Anstine, Newport News-Times; Lee Fries.

CHANGES TO THE AGENDA: Since Mike Goff would be arriving later in the meeting, Greenwood requested that the Commission first discuss the Volunteer Policy.

I. VOLUNTEER POLICY

Fuller asked for Commission feedback on the Volunteer Handbook included in the Meeting Packet. Jincks said he was impressed with the document but wanted a description of volunteer duties included. Since establishing a maintenance plan was a goal for staff, Jincks emphasized staff needs to be evaluated for the maintenance plan, excluding volunteers. He also requested a budget for volunteer program. Lamerdin suggested a “scope of work” be adopted so that volunteer tasks would fall within those parameters. Fuller said he did not want to unduly narrow the tasks that could be asked of the volunteers. Patrick-Joling also asked how volunteer hours would be accounted for; the volunteers should check out as well as in. Patrick-Joling suggested an application and emergency contact information should be required. Patrick-Joling also asked for a clarification of the hierarchy, specifically, who would be the volunteer coordinator.

Fuller said the Volunteer Service Handbook was a product of the volunteers, based on research of other volunteer policies and based primarily on the handbook of the Aquarium. Fuller responded to Commission questions that he would head the volunteer program, but the volunteers would be directed by the department in which they were working: South Beach, Chris Urbach; North Commercial, Kevin Bryant; International Terminal, Pete Zerr. The tasks would be further defined per project requirements. Payments for volunteer supplies would be assigned to the Port group where work was done. Fuller added that the tasks may include painting of signs, manpower for concessions at events, park hosts and kiosks. These are tasks that are currently low priorities for staff. Fuller would make the suggested revisions to the Volunteer Service Handbook for presentation to the Commission at the Regular Commission Meeting following the Work Session.

II. REVIEW OF TCB AGREEMENT

Greenwood introduced Mike Goff from TCB. Greenwood said he had worked with Larrabee and the Port's attorney on the agreement to collect fines from tickets. Following up to last month's Regular Meeting, Patrick-Joling asked if TCB was licensed as a collection agency. Goff explained they would not be acting as a collection agency, but would be billing for tickets that they issued, as was their arrangement with the City of Newport. Should the billing not be paid after several notices, then the option would be considered whether to send it to a collection agency. Larrabee added this step was intended to formalize the process and enable more consistent collection on ticket fines. TCB has the technology to keep track of tickets and send statements, as well as provide information about the process should bills remain delinquent. Patrick-Joling asked about the dispute resolution for ticketed parties. Greenwood said the contract was reviewed by the Port's attorney and deemed satisfactory. The Commission agreed this contract could be finalized at the Regular Meeting.

III. ROGUE LEASE MODIFICATIONS

Greenwood handed out two documents that were not in the original packet: an email from Brett Joyce on 2/15/2016 and the lease modification with comments. Greenwood said there was a discrepancy of approximately 15K square between Rogue and the Port of the current leased area. Greenwood said Hewitt was working on this from the maps because the lease language was not clear. Greenwood added that the lease payment amount was already agreed upon as a total, so the price per square foot may need to be adjusted. Port staff will work on this and share with Joyce as well as inform Greenwood and Jincks. Greenwood advised the lease modifications would not be ready for approval at the Regular Meeting that evening. Joyce had also questioned the inclusion of parking provisions in the lease since that was outside lease boundaries. Greenwood said it was important because of city requirements. Brown suggested adding "as required by city" to the document. Greenwood also suggested changing the language about the lease modification period to actual occupancy by Rogue rather than the issuance of an Occupancy Permit, since the city may be delayed in issuing the permit. He referred to page two of the modification, where Joyce wanted the language changed from "first phase" and "last phase" to "phase 1" and "phase 2". Jincks commented that since the Memo of Understanding already included that this was the last expansion allowed for Rogue at South Beach that this was acceptable. Greenwood then referred to page 3 regarding the increase in rent based on the Consumer Price Index (CPI). He proposed that during the time that rent was abated to cover the Port's portion of the construction cost the CPI increase not apply in exchange for no interest being charged on the "loan" from Rogue. Jincks commented that if the price per square foot when recalculated was too low perhaps the property should be opened to others. Lamerdin suggested perhaps a survey was needed. Greenwood responded not yet; it was first critical to determine what the current lease and construction plans say. Greenwood will take the Rogue Lease Modifications off of the Agenda for the Regular Meeting as an action item.

Having no further business, the meeting adjourned at 12:40 pm.

ATTESTED:

Walter Chuck, President

David Jincks, Secretary / Treasurer

-###-

PORT OF NEWPORT SPECIAL USE PERMIT

This permit, effective September 23, 2016, 12:00 noon, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Daniella Crowder , hereinafter referred to as "Permittee."

The Port hereby grants permission to Permittee to use 3 Annex RV sites and the Annex grass triangle as shown in Exhibit A, attached. Use of designated area by Permittee is for the Arthritis Bike Classic – Oregon. Permittee may pitch up to 12 tents in the grass area, may have flexible use of the RV sites, and may use the shower and restroom facilities. (Exhibit B, Application, detailed description of event.)

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

1. **Deposit.** A nonrefundable deposit in the amount of \$100.00.
2. **Fees.** RV Site fees of 3 @ \$33.00 for a total of \$99.00. The Usage Fee of \$400.00 is *WAIVED* in consideration of sponsorship rights, including the opportunity to speak at the final destination party, advertising, and other marketing opportunities.
3. **Reservation of Rights.** Port reserves the right to alter or amend the terms and conditions of this permit.
4. **Liability, indemnity of Port.** Permittee agrees to exercise due care in the activities described above and to abide by all Port rules, regulations and ordinances. Permittee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from or connected with Permittee’s use of Port facilities. Permittee will carry a comprehensive general liability insurance policy with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port with a Certificate of Insurance naming the Port as an additional insured.
5. **Limitation of Port’s Liability.** Permittee acknowledges that Permittee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-described purpose. This permit is not a contract. Port’s liability is limited to its sole negligence. Port’s employees will make reasonable efforts to contact Permittee and notify Permittee of conditions requiring Permittee’s attention, but Port assumes no responsibility of Permittee’s use of the Port’s facilities. Permittee confirms and assures that there are not alcoholic beverages used or provided during this event and that certified and trained emergency response providers are on site.
6. **Nontransferability/Term.** This permit is nontransferable. This permit expires September 24, 2016, 11:00 am.

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

Port of Newport:

Accepted By:

Kevin Greenwood, General Manager

Daniella Crowder

ATTACHMENT: Exhibit A (Map) & Exhibit B (detailed description of event)

SPECIAL USE PERMIT APPLICATION

SUP CHECKLIST	
<input type="checkbox"/>	Application
<input type="checkbox"/>	\$100 Fee
<input type="checkbox"/>	Insurance Cert
<input type="checkbox"/>	Usage Fee
<input type="checkbox"/>	SUP Issued

Submit to: Administrative Assistant
 Port of Newport
 600 SE Bay Blvd.
 Newport, Oregon 97365

This application must be completed, signed, and submitted with a nonrefundable \$100.00 application fee. Any usage fees required of the applicant must be submitted prior to the special use permit being issued by the Port. Any request for a full or partial waiver of the usage fees must be submitted with this application. The criteria used to evaluate a waiver request are listed below. Applications should be submitted far enough in advance of the event to allow the Port to determine the impact of the event on Port property and other Port guests and / or moorage holders. At least 45 days' notice is recommended.

Event Name: Arthritis Bike Classic ~ Oregon

Event Date: Fri. 9/23 - Sat 9/24/16 Time(s) Fri. noon - Sat. 11 AM.

Location: RV park annex

Facilities to Be Used: tent camping @ RV park annex

Set-up Dates and Start Times: Fri. 9/23 @ noon

Take-down Dates and End Times: Sat. 9/24 @ 11 AM

Estimated Number of Participants: Contestants: _____

Vendors / Volunteers: _____

Attendees: max. of 30 campers in tents

Applicant / Signer: Daniella Crowder (Danielle Crowder)

Mailing Address: 150 NW 6th St., Newport, OR. 97365

Telephone: (541) 265-9916 E-mail bikenewport@charter.net

Contact Person (if different than applicant): —

Contact Person's address, phone number and e-mail: —

Please provide a detailed description of the event, and attach a map of the location(s) if applicable:

Our event is a 6 day bicycle ride to raise funds for the Arthritis Foundation. Event is beginning in Portland & ends @ Rogue Brewery in South Beach. We would like to have a small finish line set up (out of traffic) @ Brewery & have our riders camp @ the RV park annex in tents. We will be having dinner on the 23rd @ Rogue Brewery & using Motel 6 for some of our riders but will have a max. of 30 people w/ tents that we would like to have @ the annex.

Please indicate if you are requesting a full or partial waiver of the usage fee, and explain the reasons for the request based upon the criteria described below:

We are requesting a full waiver of usage fees of \$400. Our event is a non profit & proceeds from the ride go to the Arthritis Foundation. This should not cost the port any \$ as we will set up & take down our finish line & are more than happy to pay for each RV site that we use. We are asking for permission to have tents for 1 night @ the annex & ability to have a small finish line out of people's way maybe under bridge in grass area near Brewery & fish cutting station.

The Port will be thanked publicly & on our marketing & advertising & social media & this may encourage our riders to return to Port Facilities for future use.

The following criteria may be used by the Port management to fully or partially waive the usage fee:

1. Is the applicant a non-profit or a for-profit entity?
2. Will proceeds from the event be donated to charitable causes? If so, what percentage of the proceeds will be donated and to which charitable causes?
3. What is the Port's cost to provide services for the event?
4. Does the event provide any direct benefit to the Port?

USAGE FEE SCHEDULE

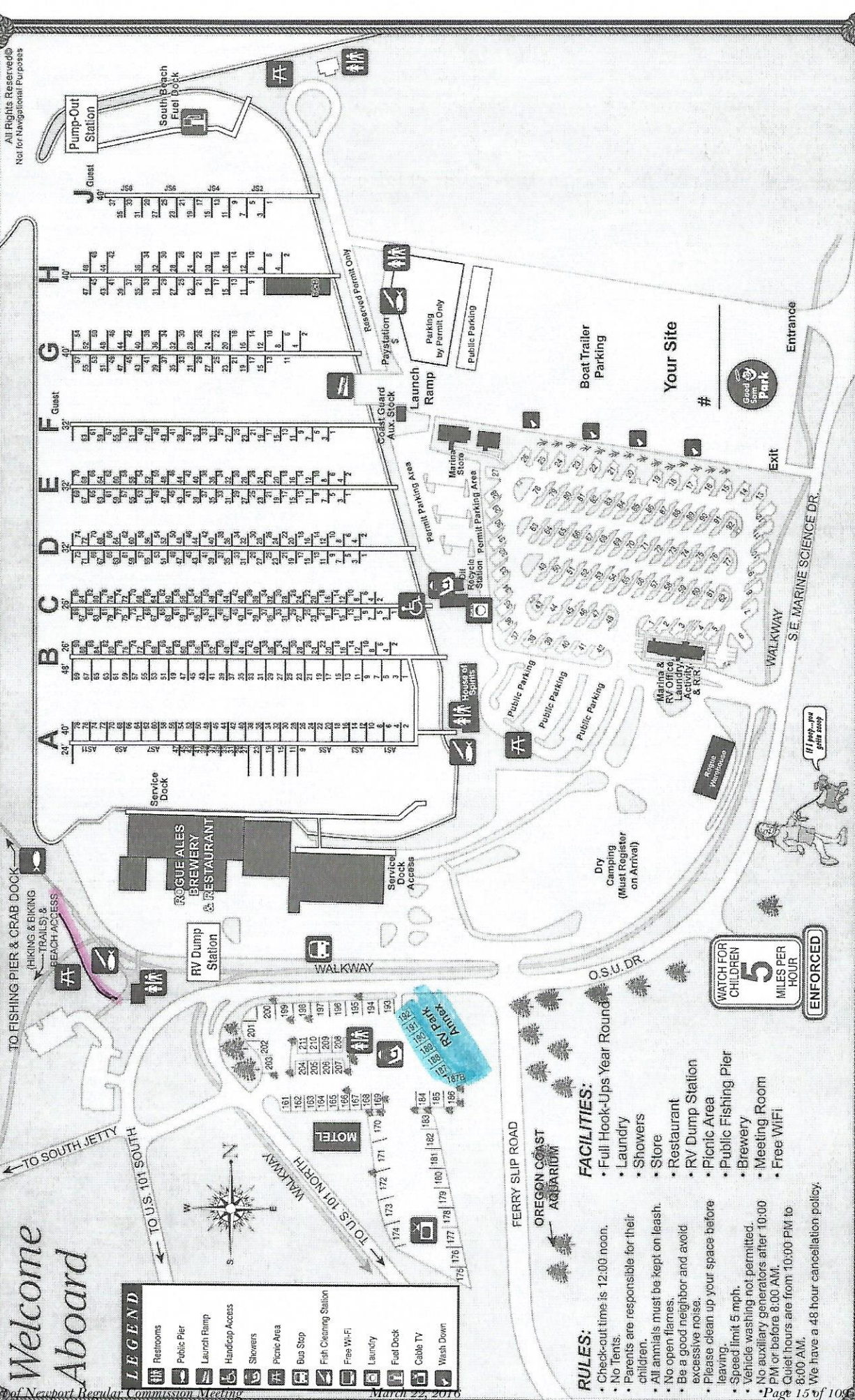
PARTICIPANTS	NUMBER	FEE
Attendees, Contestants, Volunteers at Event	1-200	\$400.00
	201-500	\$650.00
	501-1000	\$900.00
	1,001- 5000	\$1400.00
	5,001-10,000	\$1,900.00
	More than 10,000	\$2,400.00
Vendors	N/A	\$40/ per vendor

Permittee will also need to carry comprehensive general liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and will provide the Port with a Certificate of Insurance naming the Port as an additional insured.

All Rights Reserved ©
Not for Navigational Purposes

Camping

finish line



Welcome Aboard

LEGEND

	Restrooms
	Public Pier
	Launch Ramp
	Handicap Access
	Showers
	Picnic Area
	Bus Stop
	Fish Cleaning Station
	Free Wi-Fi
	Laundry
	Fuel Dock
	Cable TV
	Wash Down

RULES:

- Check-out time is 12:00 noon.
- No Tents.
- Parents are responsible for their children.
- All animals must be kept on leash.
- No open flames.
- Be a good neighbor and avoid excessive noise.
- Please clean up your space before leaving.
- Speed limit 5 mph.
- Vehicle washing not permitted.
- No auxiliary generators after 10:00 PM or before 8:00 AM.
- Quiet hours are from 10:00 PM to 8:00 AM.
- We have a 48 hour cancellation policy.

FACILITIES:

- Full Hook-Ups Year Round
- Laundry
- Showers
- Store
- Restaurant
- RV Dump Station
- Picnic Area
- Public Fishing Pier
- Brewery
- Meeting Room
- Free WiFi

WATCH FOR CHILDREN
5
MILES PER HOUR
ENFORCED

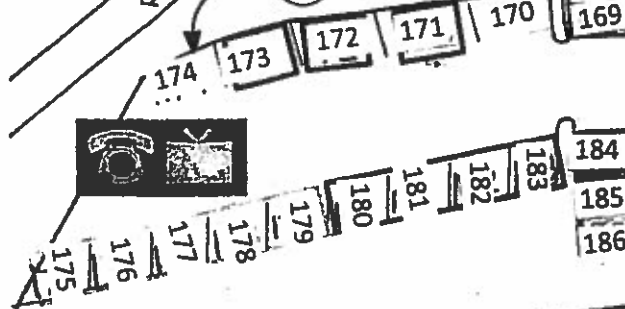
Office Phone Number (541) 867-3321

Port of Newport

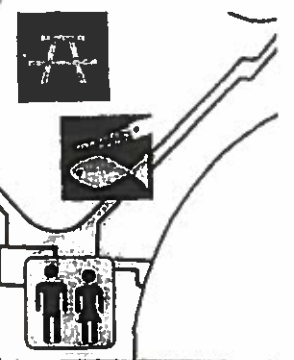
RV PARK ANNEX

TO U.S. 101 SOUTH

TO U.S. 101 NORTH



INN AT YAQUINA BAY



RV PUMP STATION

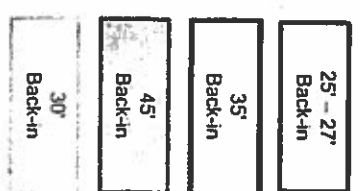
Roque

Sept 23, 24
bike group

FERRY SLIP ROAD

Marine Science (OSU) Drive

SEA MARINE STORE 541-867-4470
 801 BOND STREET SEASIDE, OR 97138
 541-4270-5558



**PORT OF NEWPORT
MARINA AND RV PARK
SPECIAL USE PERMIT**

THIS AGREEMENT, made and entered into this March __, 2016 by and between the PORT OF NEWPORT, a port district organized and existing under Chapter 777, Oregon Revised Statutes, hereinafter called "Port" and Davis Shows N.W., hereinafter called "Permittee".

WITNESSETH:

In consideration of the covenants, agreements and stipulations herein contained on the part of the Permittee to be paid, kept and faithfully performed, the Port does hereby grant to Permittee a Special Use Permit to use those certain premises, AS IS (except as otherwise hereinafter provided), situated in Lincoln County, State of Oregon, more particularly described as follows:

A portion of the adjacent Marina parking areas, at the facility operated by the Port of Newport known as "Port of Newport Marina & RV Park". A reasonable portion of the parking lot will be made available for the Permittee, but Permittee shall be entitled to allow its participants (in reasonable numbers) to park in the public parking lots, except for those areas reserved for permit parking. **(Exhibit A)**

Coordination for the use of the parking area with Oregon Brewing Company during the scheduled event is the responsibility of the Permittee. The Special Use of the premises is subject to any rights, interest, claims, encroachments or easements which are of the premises, or by reasonable inquiry.

Permittee may use the said premises for the following purpose and no other:

Davis Shows Carnival (Parking Lot Only)

The date(s) of use for which this license is granted:

**MOVE IN: Monday, April 25, 2016
SETUP: Tuesday, April 26 and Wednesday, April 27, 2016
OPERATION: Thursday, April 28 through Sunday, May 1, 2016
TAKEDOWN: Monday, May 2, 2016**

For and in consideration of the permit hereby granted, Permittee shall pay to Port, prior to Permittee's usage and as a condition thereof:

- a) A nonrefundable \$500.00 fee.
- b) All services and equipment rentals to be billed at standard rates with a half-hour minimum.

The amount due as aforesaid shall be payable in full on execution of the permit agreement, and the Special Use Permit and reservation of the premises shall not be valid until and unless such sums have been paid. Payment by check is acceptable only upon approval by Port General Manager and is considered valid payment hereunder only upon condition that such check or other instrument shall be honored by the drawee.

In consideration of the mutual agreements herein contained, each party expressly covenants and agrees to and with the other as follows:

1. ACCEPTANCE OF LICENSE AGREEMENT:

The Permittee accepts said Special Permit Use permit conditions and agrees to pay to the order of Port any permit fee above stated for the full term of this permit at the times and in the manner aforesaid. It is understood that the Permittee takes the premises "as is", subject to all faults, defects and hazards. Permittee agrees to inspect the premises prior to each use, and to fully apprise Permittee's employees, agents and representatives of all defects, faults and hazards, and to take appropriate measures to protect or warn against any risk of loss or injury which may be associated therewith, and the Port shall have no responsibility to Permittee, Permittee's agents, employees and representatives, or Permittee's invitees, on account of any such fault, defect or hazard during such period of use.

2. USE:

Permittee is hereby authorized to use the agreed premises for the conduct of an event, as above described, and for no other purpose, without the Port's prior written consent.

3. LIMITS ON USE:

Permittee will not make any unlawful, improper or offensive use of said premises; it will not suffer any strip or waste thereof; it will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance.

The Port reserves the right to impose reasonable rules, requirements and restrictions respecting the use of the subject property, including any existing rules.

4. COMPLIANCE WITH LAW:

Permittee shall comply at Permittee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said premises.

5. UTILITIES:

The Port shall permit Permittee to use the existing water service to the premises at no charge. However, Permittee shall utilize such water service only in reasonable quantities. Permittee shall be responsible to pay for all electrical services if required to the premises during the Permittee's period of use.

Permittee is aware that rest room facilities are not available at the site, and Permittee shall be responsible to provide an adequate number of chemical toilets to accommodate the persons who will be attending the event.

6. FIRE INSURANCE:

Neither party shall be required, as an obligation of one to the other, to provide any fire insurance on the subject premises or the contents. However, each party hereby acknowledges that such party is aware that the other party is not providing any such fire insurance coverage for the benefit of such party, and each party is responsible to protect such party's own interest. In the case of the Port, the Port is aware of the need to protect its own interest in improvements on the premises, and Permittee is aware of the need to protect its interest in the contents and personal property placed on the premises.

Nothing herein contained is intended to exculpate Permittee on account of any loss or damage incurred by the Permittee as a result of the negligence of the Permittee, however.

7. REPAIRS AND IMPROVEMENTS:

The Port agrees, excepting only acts of God and other conditions and occurrences beyond the control of the Port, to maintain the premises so that, at the time of Permittee's use, such premises will be in a condition substantially equivalent or better than they are now, reasonable wear and tear excepted. However, in the event of Port's failure so to do, Port's liability to Permittee shall be limited to a return of the consideration paid for the granting of this permit, or the cost of making such repairs, whichever is less.

8. INSPECTION:

The Port, its agents and representatives, at any reasonable time may enter upon or into said premises for the purpose of examining the condition thereof and for any other lawful purpose.

9. TRANSFER OR SUBLICENSE:

Permittee will not assign, transfer, pledge, hypothecate, surrender or dispose of this license agreement, nor any interest herein, or permit any other person or persons whomsoever to occupy the premises, without the written consent of the Port first being obtained in writing, which consent shall not be unreasonably withheld.

10. LIENS:

Permittee shall keep the premises free from all liens of every kind and description caused, incurred, permitted or suffered by any act or omission of Permittee, and Permittee shall not have the right or authority to incur any mechanic's, laborer's, materialmen's or any other liens.

11. OBSTACLES:

At all times, Permittee shall keep the area in and about the premises free and clear of rubbish, debris and obstructions of every kind during and upon termination of Permittee's period of occupancy.

12. LIABILITY:

During Permittee's usage, the Port shall not be responsible or liable in any way for the injury or death of any person or damage to any property caused in or about the premises, nor shall the Port be liable for any damage or loss suffered by the business or occupation of Permittee arising or resulting from any such accident or injury to goods or persons happening in or about the premises. Permittee does hereby covenant to save, hold and defend the Port harmless from any claim, loss, damage or liability resulting from or arising out of any such accident or injury, or in any manner arising from or as a result of the Permittee's use or occupancy of the premises, or that of any employee, representative or invitee of Permittee, and in the event of any suit or action for damages, claim or penalties being brought by any person whomsoever arising out of Permittee's usage of the premises, Permittee agrees at its own cost and expense to defend the Port against any such suit or action and any and all appeals thereof and to satisfy and discharge any judgment which may be awarded against the Port on account thereof. Permittee will at all times indemnify and hold harmless the Port, its agents and employees, against any and all actions or causes of action, claims, demands, liabilities, losses, damages or expenses of any kind or nature which the Port shall or may at any time sustain or incur by reason of Licensee's operations hereunder.

Permittee shall use and employ all reasonable precautions and safety measures to avoid all injury to persons and all loss of property, and shall be responsible to inspect any area to be used or worked upon, and to ascertain that the same shall not pose an unreasonable risk of harm to any person or property. Permittee shall maintain fences and barricades so as to bar access to, and warn of, any areas which are found to be hazardous.

13. LIABILITY INSURANCE:

Permittee further agrees at all times during the Permittee's usage hereunder, at Permittee's own expense, to maintain, keep in effect, furnish and deliver to the Port liability insurance policies in form and with an insurer satisfactory to the Port insuring both the Port and the Permittee against all liability for damages caused by the negligence of the Permittee, its employees or agents, to persons or property in or about said premises; the policy of liability insurance shall have a single occurrence policy limit of not less than \$1,700,000.00, and a total liability coverage of \$10,000,000.00. Permittee agrees to and shall indemnify and hold the Port harmless against any and all claims and demands arising from acts or omissions of the Permittee, its officers, agents, invitees and/or employees, as well as those arising from Permittee's use of the premises, including the easement included as part of the premises, or Permittee's failure to comply with any covenant of this agreement upon its part to be performed and shall, at its own expense, defend the Port against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals thereof, and shall satisfy and discharge any judgments which may be awarded against the Port in any such suit or action. Permittee shall provide to the Port copies of the policy of liability insurance hereunder, together with a Certificate of Insurance declaring the liability provisions are in full force and effect, and naming the Port as an additional insured. Such policy or policies shall provide that the coverage there under shall not be canceled or amended without at least fifteen (15) days' notice to the Port.

The parties recognize that the aforementioned policy limits are relatively low, and the Port shall have the right, from time to time, to request reasonable increases in the liability limits of the aforementioned policy of liability insurance, in the event of any increase in the limits of potential liability under the Oregon Tort Claims Act, by reason of other statutory enactment or by court decision.

14. DESTRUCTION OF PREMISES:

In the event of the total or partial loss or destruction of the improvements on the real property, this agreement may be terminated by either party, and the Port shall have no obligation to repair or restore such premises. In the event of the occurrence of such loss or destruction, if the same is not repaired prior to the date on which Permittee will exercise the permit herein granted, upon termination of this permit agreement prior to such usage, Permittee shall receive a refund of the consideration paid for this permit.

15. WAIVER OF LIABILITY:

Neither the Port nor the Permittee shall be liable to the other for losses arising out of damage to or destruction of the premises, or improvements of which the premises are a part or with which they are connected, or the contents of any thereof, when such losses are caused by any of the perils which are insured against, to the extent of available insurance proceeds. All such claims for any and all losses, however caused, hereby are waived, to the extent of such proceeds. However, nothing herein contained shall be deemed to exculpate the Permittee should such exculpation have the effect of voiding, nullifying or reducing any insurance coverage for such loss which might otherwise be available for the benefit of the Port.

16. HOLDING OVER:

Strict and literal compliance with the terms and conditions provided for in any renewal of this permit agreement shall be a condition precedent thereto, and in the event the Permittee shall for any reason hold over after the expiration of this license agreement, other than pursuant to a valid renewal hereof, such holding over shall not be deemed to operate as a renewal or extension of this license agreement.

Permittee agrees to vacate and surrender possession of the premises upon the expiration of the Permittee's period of occupancy, and Permittee shall be liable to the Port for permit fees at the afore-rates for each day of holding over in the event that Permittee shall fail to so vacate and surrender the premises upon the expiration of such period of occupancy. Such holding over likewise shall not operate as any extension of this permit agreement or of the period of occupancy, and Permittee shall at such time hold as a tenant at sufferance, subject, however, to the other terms, obligations and provision of this permit agreement.

17. NOTICES:

Any notices required by the terms of this permit agreement to be given by one party to the other, or desired so to be given, shall be sufficient if the writing is in a sealed envelope, deposited in the United State registered or certified mail with return receipt requested and with postage fully prepaid and addressed to the other party at the following address, or such other address as to which either party may have properly notified the other:

PORT OF NEWPORT:

Kevin Greenwood
General Manager
PORT OF NEWPORT
600 S. E. Bay Boulevard
Newport, OR 97365

PERMITTEE:

Davis Shows N. W.
P. O. Box 1670
Clackamas, OR 97015
503-539-4526 or 503-310-1403
Davisshowsnw@aol.com

Any such notice shall be presumed to be delivered within forty-eight (48) hours after deposit in any United States registered or certified mail. In the event that the person desiring to give such notice shall become aware that such notice was not so delivered, the notice shall, nonetheless, be deemed to be effective within forty-eight (48) hours after such deposit. However, within a reasonable time after such discovery, the person desiring to give notice shall take appropriate steps to give actual notice to the other. No further attempts shall be required, however, if such notice cannot be delivered due to the failure of the party for whom such notice is intended to provide information as to such person's address or to accept delivery.

18. STRICT PERFORMANCE:

Full, strict, complete and literal performance, and the time thereof, are of the essence of this agreement; and waiver by the Port of any breach of any covenant or agreement herein contained to be kept and performed by the Permittee shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the Port from any right or remedy for that breach or for any succeeding breach, either of the same condition, covenant or agreement, or of any other.

19. ATTORNEY'S FEES:

In the event the Port shall be required to retain the services of an attorney to enforce any obligation under this license agreement, the Port shall be entitled to recover from Permittee the Port's reasonable attorney's fees so incurred, whether or not any suit or action shall be commenced. In the event the Port shall commence any suit or action to enforce any obligation hereunder, the prevailing party shall be entitled to recover from the other such party's reasonable attorney's fees so incurred, including any appeal.

20. SURRENDER OF PREMISES:

At the expiration of said dates of use or upon any sooner termination of this license agreement, or upon the termination of any extension hereof, the Permittee will quit and deliver up said premises and all future erections or additions to or upon the same, broom clean to the Port, or those having Port's estate in the premises, peaceably, quietly and in good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements, to the extent covered by insurance, alone excepted, as the same are now in, or such better condition as the premises hereafter may be put in, or may be required, by terms of this permit agreement, to be put in.

If Permittee shall fail to clean up the premises as required herein on or prior to the expiration of the permit herein granted, or not later than noon on the following day, the Port may, at the Port's option, undertake or cause such clean up to be completed, at the expense of Permittee, and Permittee shall immediately reimburse to the Port the cost of such clean up, including but not limited to the reasonable value of any services provided by the Port. In any event, in the event that Permittee shall fail to carry out such clean up within the time above provided, Permittee shall be liable to the Port for all costs, expenses, damages or liability incurred by reason thereof.

Failure of Permittee to remove any vehicles, equipment or other property belonging to Permittee which Permittee may remove under the terms of this agreement shall constitute a failure to vacate. However, nothing herein contained shall be construed to limit the Port's right to expel the Permittee and Permittee's effects upon termination of the term of this permit agreement or any renewal thereof.

Any personal property left on the premises by the Permittee following the expiration of the term of the license herein granted, upon ten (10) days written notice from the Port to Permittee, conclusively will be deemed to have been abandoned to the Port, and the same will there-upon conclusively constitute the property of the Port, subject to disposal by the Port as the Port shall see fit, for the Port's own account, without any right of reclamation or compensation on the part of Permittee, and Permittee shall save, hold, defend and indemnify the Port harmless on account of the claims of any third parties on account of any such property.

21. SUCCESSORS:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties. However, this provision shall not be construed to permit any transfer of the rights of the Permittee in derogation of any term or provision of this agreement requiring the consent of the Port.

22. SIGNS:

During the term of Permittee's occupancy, and for a reasonable time prior thereto, Permittee may erect temporary signs upon the premises, the size, nature, method of attachment or erection and placement of which shall be subject to the reasonable approval of the Port.

23. NEAT AND PRESENTABLE CONDITION:

Permittee agrees at all times during the Permittee's use under this agreement to maintain the premises in a clean, neat, orderly and presentable condition.

24. INTEGRATION:

This is the complete and entire agreement between the parties, and supersedes any other or prior agreement. Any modification hereof shall be effective only if reduced to writing and subscribed by the parties sought to be bound thereby.

25. WAIVER:

Timely and strict, complete and punctual performance of each and every obligation on the part of the Permittee to be performed are of the essence of this agreement. Failure of the Port to enforce any term, provision or requirement of this agreement, or to exercise any remedy on account of Permittee's failure to perform the same, shall not constitute a waiver of such failure or of the provision itself.

26. DEFAULT:

The Permittee's failure to pay the fees provided hereunder, or any portion thereof, or to perform any requirement hereof, shall be a default and shall operate to terminate the permit of the Permittee hereunder, and this agreement, without waiver of any right of the Port, including the right to be compensated for the Port's damages, including but not limited to the fees and other performance due to the Port hereunder. No notice to quit or to pay shall be required and the holding of such tenant thereafter shall be wrongful, but shall nonetheless be subject to all the rents and requirements hereof. However, if the Port, after such default in payment of any sum due hereunder, accepts payment thereof, the license agreement is reinstated for the full term hereof, subject to termination by subsequent defaults in payment of fees or to termination for other default as hereafter provided. Acceptance by the Port of payment of arrearage of fees, or a portion thereof, shall not reinstate the license agreement unless the Permittee shall pay or perform, all sums the payment of which is in arrears and all other defaults then existing.

In no event shall Permittee exercise any right under this agreement while Permittee shall be in default hereunder, or prior to payment of the consideration and performance of the other obligations of the Permittee hereunder.

27. REMEDIES:

In the event the permit agreement shall terminate for default, as aforesaid, or by reason of any other default as a matter of law, or for any other reason, or upon the expiration each year of the period of the permit granted hereunder, and if the Permittee shall fail to immediately surrender possession of the permitted premises, in any of such cases, the Port or those having the Port's estate in the premises, lawfully and at the option of the Port, immediately or at any time thereafter, without demand or notice, may enter into and upon the premises and every part thereof and repossess the same as of the Port's former estate and expel Permittee's effects at the expense of Permittee, forcibly if necessary, and store the same and/or lock the premises, all without being deemed guilty of trespass or other wrongful act, and as a remedy pursuant hereto and not in derogation hereof, and without prejudice to any other right or remedy which otherwise might be used for breach of this agreement, or otherwise.

In addition, if the Port shall retake possession of the premises, Permittee shall pay to the Port all of the reasonable costs of reentry and reletting, including but not limited to the cost of any cleanup, refurbishing, removal and storage of Permittee's property and fixtures and any other expense occasioned by Permittee's failure to quit the demised premise upon termination or to leave them in the required condition, any costs of repair to the premises, attorneys' fees, court costs, brokers' commissions and advertising costs.

In the event of termination for breach, the Port may, at its option, require the Permittee to pay to the Port:

- (a) The worth, at the time of award, of the unpaid fees that had been earned at the time of termination of this license agreement;
- (b) Any other amount, and court costs, including attorneys' fees, necessary to compensate the Port for all detriment proximately caused by Permittee's default.

All of the Port's rights and remedies hereunder shall be cumulative, one with the other, and with any other right or remedy as may now or later exist by force and effect of law or otherwise.

The Port, at any time Permittee has failed to perform a provision hereof, can provide such performance at Permittee's cost, and such costs or amounts paid shall be a debt due immediately from Permittee to the Port.

All fees and other sums due to the Port for Permittee shall bear interest at the highest rate permitted by law or, if there be no limitation, at a rate which is two percent (2 points) above the prime rate for preferred large borrowers as quoted in the West Coast Edition of the Wall Street Journal at the time of the award.

28. GRAMMATICAL CONSTRUCTION:

In construing this permit agreement, it is understood that the Port or the Permittee may be more than one person, and if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine may include the feminine and the neuter, and vice versa, and generally all grammatical changes shall be made, assumed, and implied as are necessary to carry out the intent hereof and to make the provisions of this agreement apply equally to corporations as to individuals.

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

PORT OF NEWPORT

By: _____
Kevin Greenwood, General Manager

PERMITEE:

By: _____
, for Davis Shows NW



DIRECTOR OF FINANCE MONTHLY REPORT

DATE: 03/22/2016
PERIOD: February Board Meeting
TO: Port of Newport Commissioners
ISSUED BY: Stephen J. Larrabee

OVERVIEW

Financials:

February year to date financials are attached.

Finance Operations:

The new payroll process went fairly smoothly during the first month and we are excited about being able to capture hourly data in a more efficient manner.

The budget process continues and the Finance group is working closely with the management team to put the budget together.

Port of Newport Operating Fund

Balance Sheet

As of February 29, 2016

	Feb 29, 16	Feb 28, 15	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Available Cash & Equivalents	1,522,658.06	1,034,926.73	487,731.33
Restricted Cash & Equivalents	532,521.38	595,442.97	-62,921.59
Total Checking/Savings	2,055,179.44	1,630,369.70	424,809.74
Accounts Receivable			
Accounts Receivable	22,430.23	97,435.73	-75,005.50
Total Accounts Receivable	22,430.23	97,435.73	-75,005.50
Other Current Assets			
Net Pension Asset	146,594.00	0.00	146,594.00
Deferred OF - Contrib after MD	18,048.00	0.00	18,048.00
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	10,334.60	0.00
Assets Held For Sale	0.00	4,332.10	-4,332.10
Cash Clearing	0.00	1,000.00	-1,000.00
Due from other Port Funds	59,827.75	101,015.72	-41,187.97
Prepaid Expenses	72,692.71	111,777.94	-39,085.23
Undeposited Funds	13,729.06	-5,362.79	19,091.85
Total Other Current Assets	307,226.12	209,097.57	98,128.55
Total Current Assets	2,384,835.79	1,936,903.00	447,932.79
Fixed Assets			
Capital Assets	85,670,010.77	88,077,059.77	-2,407,049.00
Total Fixed Assets	85,670,010.77	88,077,059.77	-2,407,049.00
TOTAL ASSETS	88,054,846.56	90,013,962.77	-1,959,116.21
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	49,165.67	69,740.21	-20,574.54
Total Accounts Payable	49,165.67	69,740.21	-20,574.54
Credit Cards			
Chase VISA	1,873.82	0.00	1,873.82
Total Credit Cards	1,873.82	0.00	1,873.82
Other Current Liabilities			
Accrued Interest Payable	11,693.00	12,369.00	-676.00
Current Portion-Long Term Debt	353,377.00	0.00	353,377.00
Deferred Revenue	190.95	39.00	151.95
Due to other Port Funds	18,835.31	27,989.54	-9,154.23
Payroll Liability	104,879.52	30,630.24	74,249.28
Total Other Current Liabilities	488,975.78	71,027.78	417,948.00
Total Current Liabilities	540,015.27	140,767.99	399,247.28
Long Term Liabilities			
Less Current Portion L Term Deb	-353,377.00	0.00	-353,377.00
Deferred IF - Proportion/Contri	31,249.00	0.00	31,249.00
Deferred IF - Invest Return	282,867.00	0.00	282,867.00
2013 FF&C Bond Premium	111,892.75	118,665.75	-6,773.00
Long Term Debt	8,480,410.74	8,763,781.74	-283,371.00
Total Long Term Liabilities	8,553,042.49	8,882,447.49	-329,405.00
Total Liabilities	9,093,057.76	9,023,215.48	69,842.28
Equity			
GAAP - Pension Income	140,846.00	0.00	140,846.00
GAAP - Pension Expense	18,048.00	0.00	18,048.00
GAAP - Prior Period Adjustment	-308,368.00	0.00	-308,368.00
Contributed Capital	7,130,788.00	7,130,788.00	0.00
Fund Balance	-7,780,227.46	-6,166,639.67	-1,613,587.79
Opening Balance Equity	79,446,413.75	79,446,413.75	0.00
Net Income	314,288.51	580,185.21	-265,896.70
Total Equity	78,961,788.80	80,990,747.29	-2,028,958.49
TOTAL LIABILITIES & EQUITY	88,054,846.56	90,013,962.77	-1,959,116.21

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual
July 2015 through February 2016

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hoist Dock & Services	290,512.64	410,200.00	-119,687.36	70.8%
Launch Ramp & Trailer Storage	48,566.80	62,000.00	-13,433.20	78.3%
Lease Revenues	403,844.03	608,051.00	-204,206.97	66.4%
Miscellaneous Revenue	46,916.20	37,200.00	9,716.20	126.1%
Moorage	719,999.98	1,081,000.00	-361,000.02	66.6%
RV Parks	582,523.93	655,000.00	-72,476.07	88.9%
Shipping Terminal Revenues	14,502.90	15,900.00	-1,397.10	91.2%
Total Income	<u>2,106,866.48</u>	<u>2,869,351.00</u>	<u>-762,484.52</u>	<u>73.4%</u>
Gross Profit	2,106,866.48	2,869,351.00	-762,484.52	73.4%
Expense				
Debt Services	313,534.63	637,033.00	-323,498.37	49.2%
Materials & Services	793,998.36	1,524,407.00	-730,408.64	52.1%
Personal Services	694,499.29	1,147,035.00	-452,535.71	60.5%
Total Expense	<u>1,802,032.28</u>	<u>3,308,475.00</u>	<u>-1,506,442.72</u>	<u>54.5%</u>
Net Ordinary Income	304,834.20	-439,124.00	743,958.20	-69.4%
Other Income/Expense				
Other Income				
Gain/(Loss) on Sale of Assets	20.00	0.00	20.00	100.0%
Grant & Loan Proceeds	1,800.00	183,000.00	-181,200.00	1.0%
Interest Income	3,345.71	2,500.00	845.71	133.8%
Miscellaneous	15,327.58	0.00	15,327.58	100.0%
Property & Dredge Sales	498.00	0.00	498.00	100.0%
Property Tax Revenue	95,295.54	92,350.00	2,945.54	103.2%
Total Other Income	<u>116,286.83</u>	<u>277,850.00</u>	<u>-161,563.17</u>	<u>41.9%</u>
Other Expense				
Capital Outlay	6,832.52	215,000.00	-208,167.48	3.2%
Contingency	0.00	200,000.00	-200,000.00	0.0%
Transfers Out	100,000.00	100,000.00	0.00	100.0%
Total Other Expense	<u>106,832.52</u>	<u>515,000.00</u>	<u>-408,167.48</u>	<u>20.7%</u>
Net Other Income	9,454.31	-237,150.00	246,604.31	-4.0%
Net Income	<u><u>314,288.51</u></u>	<u><u>-676,274.00</u></u>	<u><u>990,562.51</u></u>	<u><u>-46.5%</u></u>

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - Admin
July 2015 through February 2016

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hoist Dock & Services	2,000.00			
Lease Revenues	403,844.03	608,051.00	-204,206.97	66.4%
Miscellaneous Revenue	2,068.85	0.00	2,068.85	100.0%
Moorage	1,728.00			
Total Income	<u>409,640.88</u>	<u>608,051.00</u>	<u>-198,410.12</u>	<u>67.4%</u>
Gross Profit	409,640.88	608,051.00	-198,410.12	67.4%
Expense				
Debt Services	13,389.00	17,851.00	-4,462.00	75.0%
Materials & Services	227,896.39	532,650.00	-304,753.61	42.8%
Personal Services	297,753.68	474,879.00	-177,125.32	62.7%
Total Expense	<u>539,039.07</u>	<u>1,025,380.00</u>	<u>-486,340.93</u>	<u>52.6%</u>
Net Ordinary Income	-129,398.19	-417,329.00	287,930.81	31.0%
Other Income/Expense				
Other Income				
Gain/(Loss) on Sale of Assets	20.00	0.00	20.00	100.0%
Grant & Loan Proceeds	0.00	183,000.00	-183,000.00	0.0%
Interest Income	3,345.71	2,500.00	845.71	133.8%
Miscellaneous	10,774.00	0.00	10,774.00	100.0%
Property Tax Revenue	95,295.54	92,350.00	2,945.54	103.2%
Total Other Income	<u>109,435.25</u>	<u>277,850.00</u>	<u>-168,414.75</u>	<u>39.4%</u>
Other Expense				
Capital Outlay	0.00	15,000.00	-15,000.00	0.0%
Contingency	0.00	200,000.00	-200,000.00	0.0%
Transfers Out	100,000.00	100,000.00	0.00	100.0%
Total Other Expense	<u>100,000.00</u>	<u>315,000.00</u>	<u>-215,000.00</u>	<u>31.7%</u>
Net Other Income	9,435.25	-37,150.00	46,585.25	-25.4%
Net Income	<u>-119,962.94</u>	<u>-454,479.00</u>	<u>334,516.06</u>	<u>26.4%</u>

**Port of Newport Operating Fund
 Profit & Loss Budget vs. Actual - NIT
 July 2015 through February 2016**

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hoist Dock & Services	143,364.62	147,000.00	-3,635.38	97.5%
Miscellaneous Revenue	4,802.75	0.00	4,802.75	100.0%
Moorage	66,449.20	70,000.00	-3,550.80	94.9%
Shipping Terminal Revenues	13,920.20	14,500.00	-579.80	96.0%
Total Income	228,536.77	231,500.00	-2,963.23	98.7%
Gross Profit	228,536.77	231,500.00	-2,963.23	98.7%
Expense				
Debt Services	164,325.06	441,403.00	-277,077.94	37.2%
Materials & Services	59,638.56	104,650.00	-45,011.44	57.0%
Personal Services	37,383.83	63,101.00	-25,717.17	59.2%
Total Expense	261,347.45	609,154.00	-347,806.55	42.9%
Net Ordinary Income	-32,810.68	-377,654.00	344,843.32	8.7%
Net Income	-32,810.68	-377,654.00	344,843.32	8.7%

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - SB
 July 2015 through February 2016

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hoist Dock & Services	-3,461.30	6,000.00	-9,461.30	-57.7%
Launch Ramp & Trailer Storage	48,481.80	62,000.00	-13,518.20	78.2%
Miscellaneous Revenue	35,750.91	33,200.00	2,550.91	107.7%
Moorage	368,057.43	611,000.00	-242,942.57	60.2%
RV Parks	582,523.93	655,000.00	-72,476.07	88.9%
Total Income	<u>1,031,352.77</u>	<u>1,367,200.00</u>	<u>-335,847.23</u>	<u>75.4%</u>
Gross Profit	1,031,352.77	1,367,200.00	-335,847.23	75.4%
Expense				
Debt Services	131,183.37	170,823.00	-39,639.63	76.8%
Materials & Services	356,741.04	587,507.00	-230,765.96	60.7%
Personal Services	192,101.57	330,689.00	-138,587.43	58.1%
Total Expense	<u>680,025.98</u>	<u>1,089,019.00</u>	<u>-408,993.02</u>	<u>62.4%</u>
Net Ordinary Income	351,326.79	278,181.00	73,145.79	126.3%
Other Income/Expense				
Other Income				
Grant & Loan Proceeds	1,800.00	0.00	1,800.00	100.0%
Miscellaneous Property & Dredge Sales	4,373.23 498.00	0.00	498.00	100.0%
Total Other Income	<u>6,671.23</u>	<u>0.00</u>	<u>6,671.23</u>	<u>100.0%</u>
Other Expense				
Break-in Replacement	0.00	0.00	0.00	0.0%
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
Net Other Income	6,671.23	0.00	6,671.23	100.0%
Net Income	<u><u>357,998.02</u></u>	<u><u>278,181.00</u></u>	<u><u>79,817.02</u></u>	<u><u>128.7%</u></u>

Port of Newport Operating Fund
Profit & Loss Budget vs. Actual - CM
 July 2015 through February 2016

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hoist Dock & Services	148,609.32	257,200.00	-108,590.68	57.8%
Launch Ramp & Trailer Storage	85.00	0.00	85.00	100.0%
Miscellaneous Revenue	3,675.74	4,000.00	-324.26	91.9%
Moorage	281,344.35	400,000.00	-118,655.65	70.3%
Shipping Terminal Revenues	582.70	1,400.00	-817.30	41.6%
Total Income	<u>434,297.11</u>	<u>662,600.00</u>	<u>-228,302.89</u>	<u>65.5%</u>
Gross Profit	434,297.11	662,600.00	-228,302.89	65.5%
Expense				
Debt Services	4,637.20	6,956.00	-2,318.80	66.7%
Materials & Services	149,659.58	299,600.00	-149,940.42	50.0%
Personal Services	156,947.40	278,366.00	-121,418.60	56.4%
Total Expense	<u>311,244.18</u>	<u>584,922.00</u>	<u>-273,677.82</u>	<u>53.2%</u>
Net Ordinary Income	123,052.93	77,678.00	45,374.93	158.4%
Other Income/Expense				
Other Income				
Miscellaneous	150.00	0.00	150.00	100.0%
Total Other Income	150.00	0.00	150.00	100.0%
Other Expense				
Capital Outlay	6,832.52	200,000.00	-193,167.48	3.4%
Total Other Expense	<u>6,832.52</u>	<u>200,000.00</u>	<u>-193,167.48</u>	<u>3.4%</u>
Net Other Income	<u>-6,682.52</u>	<u>-200,000.00</u>	<u>193,317.48</u>	<u>3.3%</u>
Net Income	<u><u>116,370.41</u></u>	<u><u>-122,322.00</u></u>	<u><u>238,692.41</u></u>	<u><u>-95.1%</u></u>

Port of Newport - NOAA Fund
Balance Sheet
As of February 29, 2016

	Feb 29, 16	Feb 28, 15	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Cash & Equivalents	4,978,633.74	4,994,285.59	-15,651.85
Total Checking/Savings	4,978,633.74	4,994,285.59	-15,651.85
Other Current Assets			
Derfered OF - Contrib After MD	2,957.00	0.00	2,957.00
Net Pension Asset	24,019.00	0.00	24,019.00
Prepaid Expenses	55,091.74	59,934.09	-4,842.35
Total Other Current Assets	82,067.74	59,934.09	22,133.65
Total Current Assets	5,060,701.48	5,054,219.68	6,481.80
TOTAL ASSETS	5,060,701.48	5,054,219.68	6,481.80
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	1,329.19	4,044.56	-2,715.37
Total Accounts Payable	1,329.19	4,044.56	-2,715.37
Other Current Liabilities			
Accrued Interest Payable	499,410.00	499,410.00	0.00
Current Portion-Long-Term Debt	840,000.00	0.00	840,000.00
Due to Operations or Const Fund	5,782.58	8,611.80	-2,829.22
Vacation Payable	5,558.00	868.00	4,690.00
Total Other Current Liabilities	1,350,750.58	508,889.80	841,860.78
Total Current Liabilities	1,352,079.77	512,934.36	839,145.41
Long Term Liabilities			
Deferred IF - Invest Return	46,347.00	0.00	46,347.00
Deferred IF - Prop/Contrib	5,120.00	0.00	5,120.00
Less Current Portion L Term Deb	-840,000.00	0.00	-840,000.00
Long-Term Debt	21,554,006.00	22,357,424.00	-803,418.00
Total Long Term Liabilities	20,765,473.00	22,357,424.00	-1,591,951.00
Total Liabilities	22,117,552.77	22,870,358.36	-752,805.59
Equity			
GAAP - Pension Expense	2,957.00	0.00	2,957.00
GAAP - Pension Income	23,078.00	0.00	23,078.00
GAAP - Prior Per Adj	-50,526.00	0.00	-50,526.00
Opening Balance Equity	-17,758,143.71	-17,758,143.71	0.00
Unrestricted Net Assets	1,321,335.07	503,621.26	817,713.81
Net Income	-595,551.65	-561,616.23	-33,935.42
Total Equity	-17,056,851.29	-17,816,138.68	759,287.39
TOTAL LIABILITIES & EQUITY	5,060,701.48	5,054,219.68	6,481.80

**Port of Newport - NOAA Fund
Profit & Loss Budget vs. Actual
July 2015 through February 2016**

	Jul '15 - Feb 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Interest Income	6,035.91	10,500.00	-4,464.09	57.5%
Lease Income	1,694,092.08	2,542,000.00	-847,907.92	66.6%
Misc Income	12,963.34			
Total Income	1,713,091.33	2,552,500.00	-839,408.67	67.1%
Expense				
Debt Service	1,999,433.76	1,999,434.00	-0.24	100.0%
Materials & Service	227,579.20	605,120.00	-377,540.80	37.6%
Personal Services	73,513.08	109,660.00	-36,146.92	67.0%
Total Expense	2,300,526.04	2,714,214.00	-413,687.96	84.8%
Net Ordinary Income	-587,434.71	-161,714.00	-425,720.71	363.3%
Other Income/Expense				
Other Expense				
Capital Outlay	7,856.00	56,000.00	-48,144.00	14.0%
Contingency	0.00	100,000.00	-100,000.00	0.0%
Fund Transfers Out	0.00	500,000.00	-500,000.00	0.0%
Materials & Supplies	260.94			
Total Other Expense	8,116.94	656,000.00	-647,883.06	1.2%
Net Other Income	-8,116.94	-656,000.00	647,883.06	1.2%
Net Income	<u>-595,551.65</u>	<u>-817,714.00</u>	<u>222,162.35</u>	<u>72.8%</u>

Facility Maintenance Reserve Fund

Balance Sheet

As of February 29, 2016

	Feb 29, 16	Feb 28, 15	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Umpqua Bank - Money Market	148,474.15	166,673.30	-18,199.15
Total Checking/Savings	148,474.15	166,673.30	-18,199.15
Total Current Assets	148,474.15	166,673.30	-18,199.15
TOTAL ASSETS	148,474.15	166,673.30	-18,199.15
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	50,727.39	93,293.58	-42,566.19
Total Accounts Payable	50,727.39	93,293.58	-42,566.19
Total Current Liabilities	50,727.39	93,293.58	-42,566.19
Total Liabilities	50,727.39	93,293.58	-42,566.19
Equity			
Fund Balance	48,378.36	166,595.95	-118,217.59
Net Income	49,368.40	-93,216.23	142,584.63
Total Equity	97,746.76	73,379.72	24,367.04
TOTAL LIABILITIES & EQUITY	148,474.15	166,673.30	-18,199.15

Construction Fund - Port of Newport
Balance Sheet
 As of February 29, 2016

	<u>Feb 29, 16</u>	<u>Feb 28, 15</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Construction Fund Bank Accts	128,529.55	189,346.40	-60,816.85
Total Checking/Savings	<u>128,529.55</u>	<u>189,346.40</u>	<u>-60,816.85</u>
Other Current Assets			
Due From Other funds	0.00	181,732.60	-181,732.60
Total Other Current Assets	<u>0.00</u>	<u>181,732.60</u>	<u>-181,732.60</u>
Total Current Assets	<u>128,529.55</u>	<u>371,079.00</u>	<u>-242,549.45</u>
TOTAL ASSETS	<u>128,529.55</u>	<u>371,079.00</u>	<u>-242,549.45</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
A/P - Construction	0.00	154,834.21	-154,834.21
Total Accounts Payable	<u>0.00</u>	<u>154,834.21</u>	<u>-154,834.21</u>
Total Current Liabilities	<u>0.00</u>	<u>154,834.21</u>	<u>-154,834.21</u>
Total Liabilities	<u>0.00</u>	<u>154,834.21</u>	<u>-154,834.21</u>
Equity			
Fund Balance	183,266.66	750,803.54	-567,536.88
Net Income	-54,737.11	-534,558.75	479,821.64
Total Equity	<u>128,529.55</u>	<u>216,244.79</u>	<u>-87,715.24</u>
TOTAL LIABILITIES & EQUITY	<u>128,529.55</u>	<u>371,079.00</u>	<u>-242,549.45</u>

Bonded Debt Fund - Port of Newport
Balance Sheet
As of February 29, 2016

	Feb 29, 16	Feb 28, 15	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Gen Obligation Bond MM-OCB	372,971.45	350,815.10	22,156.35
Total Checking/Savings	372,971.45	350,815.10	22,156.35
Other Current Assets			
Due from Operating Fund	18,834.95	0.00	18,834.95
Property Tax Receivable	86,925.12	76,845.12	10,080.00
Total Other Current Assets	105,760.07	76,845.12	28,914.95
Total Current Assets	478,731.52	427,660.22	51,071.30
Other Assets			
Bond Issue costs, net of amort.	91,334.00	91,334.00	0.00
Total Other Assets	91,334.00	91,334.00	0.00
TOTAL ASSETS	570,065.52	518,994.22	51,071.30
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Bonds Payable - Current	300,000.00	285,000.00	15,000.00
Total Other Current Liabilities	300,000.00	285,000.00	15,000.00
Total Current Liabilities	300,000.00	285,000.00	15,000.00
Long Term Liabilities			
2007 Series Bonds	4,209,263.00	4,312,682.00	-103,419.00
2008 Series Bonds	4,304,912.00	4,414,908.00	-109,996.00
2011 Series Bonds	5,211,741.00	5,269,811.00	-58,070.00
Less Current Portion LTD	-300,000.00	-285,000.00	-15,000.00
Total Long Term Liabilities	13,425,916.00	13,712,401.00	-286,485.00
Total Liabilities	13,725,916.00	13,997,401.00	-271,485.00
Equity			
Bonded Debt Fund Balance	1,464,547.00	1,189,547.00	275,000.00
Opening Balance Equity	-15,156,375.83	-15,156,375.83	0.00
Retained Earnings	223,572.11	181,354.05	42,218.06
Net Income	312,406.24	307,068.00	5,338.24
Total Equity	-13,155,850.48	-13,478,406.78	322,556.30
TOTAL LIABILITIES & EQUITY	570,065.52	518,994.22	51,071.30

ROGUE

2320 OSU Drive
Newport, OR 97365

541.867.3660
fax 541.867.3260

brewdawg@rogue.com
www.rogue.com

Oregon Brewing Company
Brett Joyce
2320 SE OSU Drive
Newport, OR 97365

Port of Newport
Attn: Kevin Greenwood
600 SE Bay Boulevard
Newport, OR 97365

VIA CERTIFIED MAIL AND HAND DELIVERY

February 22, 2016

RE: Notice of Option to Extend Lease –House of Spirits and MOM.

Kevin,

Per the terms of their Leases and subsequent amendments, Oregon Brewing Company herein exercises its option to extend the leases for the House of Spirits and MoM. I would like to discuss further some details concerning the House of Spirits property when you have a moment. Thanks and I look forward to speaking with you.

/s/
Brett Joyce

RECEIVED

FEB 22 2016

PORT OF NEWPORT

From: [Kevin Greenwood](#)
To: [Karen Hewitt](#)
Subject: FW: Fwd:
Date: Monday, February 22, 2016 6:25:02 PM

Please add this to next board packet under correspondence....

Kevin
(541) 265-7758
(541) 961-9517 cell

From: Robert Parker [mailto:rparker8809@gmail.com]
Sent: Wednesday, February 17, 2016 12:57 PM
To: Kevin Greenwood <kgreenwood@portofnewport.com>
Subject: Fwd:

----- Forwarded message -----
From: **Robert Parker** <rparker8809@gmail.com>
Date: Tue, Feb 16, 2016 at 2:48 PM
Subject:
To: admin@portofastoria.com

from: Robert L. Parker (rparker8809@gmail.com) (503) 434 6600
McMinnville

I want to market California sea lion meat in Oregon and, if successful, in Washington. I BELIEVE that the Marine Mammal Protection Act of 1972 makes provision for harvesting 9200 CSL under existing conditions without any new legislation. I BELIEVE that “the secretary” is not only empowered, but is instructed to proceed with such a harvest. I am prepared to try to convince “the secretary” by pointing out MY INTERPRETATION of specific items in the existing legislation.

I am confused about who “The Secretary” is: PENNY PRITZKER, Secretary of Commerce, SALLY JEWELL, Secretary of the Interior, or Dr. KATHRYN D. SULLIVAN, NOAA Administrator and Under Secretary of Commerce for Oceans and Atmosphere. I also need to know if I should approach her directly or try to convince one of you guys? Or all three of you? Or someone else that I don’t know yet? Please tell me. Whomever makes such a decision will surely rely on your opinions and expertise. If you are opposed to my approach it can’t possibly be done.

I have reached the following conclusions and would like to consult with you

about them:

- (1) They realized in 1972 that eliminating all predation would result eventually in overpopulation. We have reached that point and it is time to apply the best remedies to that man made problem.
- (2) California beaches strewn with starving pups are prima facie evidence of that problem.
- (3) The best way to restore the health of the herds is to reduce the lifespan of mature bachelor males who serve no useful function in the herd.
- (4) They should be humanely slaughtered, processed, and sold on the retail meat market (like surplus buffalos on federal land) providing sustenance, employment, tax revenue, and right tasty vittles for little children, pregnant mothers and you and me.
- (5) “The Secretary” and NOAA have the option to appoint ODFW and WDFW to do the on site work of live trapping , transferring ownership into the market, tracking the number of animals harvested so as to not exceed the number authorized by NOAA, and enforcing federal regulations at the State level.
- (6) The marketing itself should not be a government function at any level but the meat should not be free to the processors because that would create either unearned profits or unfair competition with farmer raised meat. Some equivalent of the reimbursement to the farmer should accrue to the government agencies in charge of regulation and conservation to be used to further those objectives. If NOAA retains regulatory control over the number of animals to be harvested and over the details of how, when and where, they should not receive any of the funds. If ODFW does the on site control but has no say in how many, they (the agency, not the individuals) should receive the funding. The Port Commissions are not professional enough to insure transparency. HSUS won’t be able to find the slightest hint of graft because every possibility will be eliminated and every transaction will be visible.
- (7) While the decision to harvest is being considered the last remaining research should be done, namely; (a) what is the best way to slaughter,(b) find out where, in what form, and if there is a market, (c) where to do the harvesting, (d) are there licensed and inspected facilities available, (e) are they able and willing to do what is needed? I don’t know how to initiate that

research but I certainly want to be part of it.

(8) I can prove without a doubt that California sea lions are an invasive species in the Columbia River above Astoria (and probably in every river in Oregon and Washington). It won't matter WHERE the harvest takes place, so long as we avoid the rookeries, so we might as well start by eliminating the invading bachelor males in the Columbia. Our purpose is to save the pups, not to save the salmon, but side benefits are nice.

Please tell me if you want me to send the details to you. I take the original documents and "cut and paste" my reasoning at appropriate places. I leave out extraneous material such as tuna fisheries and polar bears

As you can see I sent this to three of you. Here are the phones and email addresses in case you want to communicate with each other:

Garth Griffin, NOAA Portland [\(503\) 231-2005](tel:5032312005) garth.griffin@noaa.gov

Chris Kern ODFW Salem [\(503\) 947-6209](tel:5039476209) chris.j.kern@state.or.us

Bryan Wright ODFW Corvallis [\(541\) 757-4186](tel:5417574186) ex. 225

bryan.e.wright@state.or.us

Robert L. Parker [\(503\) 434-6600](tel:5034346600)

1145 SW Cypress St #44

McMinnville, Oregon 97128 rparker8809@gmail.com

(note) I sent a copy to my wife to be sure that this got through.

That went out to the three above some time ago. Wright replied but did not request the material. The following is for the Astoria Port Commissioners. I phoned Esther and she promised to distribute this to all 5 of you. The following will go to others eventually, certainly to the Newport Commissioners. I will pass on what you tell me unless you tell me not to. I will never speak FOR you but I will freely state my opinions. I assume you'd like to see a lot of sea lions slaughtered. I believe that NOAA and ODFW would also.

I changed my mind about who should be directly involved with the harvest and who should receive income from the process. NOAA and ODFW (eventually WDFW) must be careful about their relationships to professional politicians.

You, being responsible to a local constituency, don't have to tippy toe along so much. You also are the people responsible for the facilities being damaged by the bachelor males. I have a legitimate way to reimburse you for those damages.

I have tried to find local slaughterhouses registered and inspected, and ready to take on sea lions. I have decided that I need to develop a portable facility to do

the slaughtering properly (registered and inspected to relieve you, ODFW and NOAA of any responsibility for quality of the food products) Being portable I can move to the choke points as they show up. Today that would be the Astoria and Newport docks and any port up the Columbia as far up as the dam.

Animal slaughter, no matter how humane and painless is an ugly business. The only people who do it in the open are farmers slaughtering their own animals. Inside of any city limits it is done inside some kind of building, out of sight of the public. I need to pay you rent for an old building, or portion thereof, that I can keep reasonably clean that can hold several trailers. It needs to be as close as possible to a boat ramp without much traffic.

My truck or tractor backs my heavy duty boat trailer into the water where your live trap on a float is pushed onto it. I haul it, float and all into the slaughterhouse. The sea lion is stunned in the trap, hoisted out and bled while the trap is returned to the boat launch. The critter is gutted after bleeding while still hanging. It is skinned and sawed into halves or quarters and placed in my cooling trailer which becomes my freezing trailer which becomes my delivery trailer to deliver them to Bornstein or people like that. I am checking out the possibility of calling them "seafood". (different regulations)

Renting your building and paying you for whatever amenities you can provide such as water, waste disposal, electricity-----provides you (the commission, not individuals) with income for services, not for wildlife. You advertise such space for rent now. Yellowstone Park has not yet figured out a suitable transparent money transfer in dealing with surplus buffaloes. Other federally owned lands with surplus buffaloes find a way to get them to slaughterhouses but I can find nothing about payments. At Yellowstone the animals are driven out of the park and picked up live in cattle trailers by reservation Indians. Nowhere do I find \$X per lb or \$X per head but \$X for rent alongside of all the other space you rent out is routine. I'm figuring out now what % of retail price of beef went to the farmer who raised it. That seems to me to be the price I should pay you for rent, etc. I can't think of any logical, transparent way to pay NOAA or ODFW. By the way, be careful that none of your employees or constituents approach me with any kind of under the table scheme. HSUS lawyers will shut us down gleefully with the slightest hint of graft. It is why NOAA and ODFW are skittish.

If this interests you at all let me know and I will; (1) email my research on the

1972 MMPA, (2) provide lots of material I have found over the last two years, and (3) come to talk to you individually or together.

I don't tweet or twitter (and never intend to) but I find that email is an excellent way to communicate. It is fast and leaves a paper trail, allowing us to ponder material. That material is transparent (as Hillary is learning) but we are proposing a legal, sanctioned way to improve the herds and stop starvation of the pups.

from: Robert L. Parker (rparker8809@gmail.com) (503) 434 6600
McMinnville

I want to market California sea lion meat in Oregon and, if successful, in Washington. I BELIEVE that the Marine Mammal Protection Act of 1972 makes provision for harvesting 9200 CSL under existing conditions without any new legislation. I BELIEVE that "the secretary" is not only empowered, but is instructed to proceed with such a harvest. I am prepared to try to convince "the secretary" by pointing out MY INTERPRETATION of specific items in the existing legislation.

I am confused about who "The Secretary" is: PENNY PRITZKER, Secretary of Commerce, SALLY JEWELL, Secretary of the Interior, or Dr.

KATHRYN D. SULLIVAN, NOAA Administrator and Under Secretary of Commerce for Oceans and Atmosphere. I also need to know if I should approach her directly or try to convince one of you guys? Or all three of you? Or someone else that I don't know yet? Please tell me. Whomever makes such a decision will surely rely on your opinions and expertise. If you are opposed to my approach it can't possibly be done.

I have reached the following conclusions and would like to consult with you about them:

(1) They realized in 1972 that eliminating all predation would result eventually in overpopulation. We have reached that point and it is time to apply the best remedies to that man made problem.

(2) California beaches strewn with starving pups are prima facie evidence of

that problem.

(3) The best way to restore the health of the herds is to reduce the lifespan of mature bachelor males who serve no useful function in the herd.

(4) They should be humanely slaughtered, processed, and sold on the retail meat market (like surplus buffalos on federal land) providing sustenance, employment, tax revenue, and right tasty vittles for little children, pregnant mothers and you and me.

(5) “The Secretary” and NOAA have the option to appoint ODFW and WDFW to do the on site work of live trapping , transferring ownership into the market, tracking the number of animals harvested so as to not exceed the number authorized by NOAA, and enforcing federal regulations at the State level.

(6) The marketing itself should not be a government function at any level but the meat should not be free to the processors because that would create either unearned profits or unfair competition with farmer raised meat. Some equivalent of the reimbursement to the farmer should accrue to the government agencies in charge of regulation and conservation to be used to further those objectives. If NOAA retains regulatory control over the number of animals to be harvested and over the details of how, when and where, they should not receive any of the funds. If ODFW does the on site control but has no say in how many, they (the agency, not the individuals) should receive the funding. The Port Commissions are not professional enough to insure transparency. HSUS won't be able to find the slightest hint of graft because every possibility will be eliminated and every transaction will be visible.

(7) While the decision to harvest is being considered the last remaining research should be done, namely; (a) what is the best way to slaughter,(b) find out where, in what form, and if there is a market, (c) where to do the harvesting, (d) are there licensed and inspected facilities available, (e) are they able and willing to do what is needed? I don't know how to initiate that research but I certainly want to be part of it.

(8)I can prove without a doubt that California sea lions are an invasive species in the Columbia River above Astoria (and probably in every river in Oregon and Washington). It won't matter WHERE the harvest takes place. so long as we avoid the rookeries, so we might as well start by eliminating the invading bachelor males in the Columbia. Our purpose is to save the pups, not to save

the salmon, but side benefits are nice.

Please tell me if you want me to send the details to you. I take the original documents and “cut and paste” my reasoning at appropriate places. I leave out extraneous material such as tuna fisheries and polar bears

As you can see I sent this to three of you. Here are the phones and email addresses in case you want to communicate with each other:

Garth Griffin, NOAA Portland [\(503\) 231-2005](tel:5032312005) garth.griffin@noaa.gov

Chris Kern ODFW Salem [\(503\) 947-6209](tel:5039476209) chris.j.kern@state.or.us

Bryan Wright ODFW Corvallis [\(541\) 757-4186](tel:5417574186) ex. 225

bryan.e.wright@state.or.us

Robert L. Parker [\(503\) 434-6600](tel:5034346600)

1145 SW Cypress St #44

McMinnville, Oregon 97128 rparker8809@gmail.com

(note) I sent a copy to my wife to be sure that this got through.

That went out to the three above some time ago. Wright replied but did not request the material. The following is for the Astoria Port Commissioners. I phoned Esther and she promised to distribute this to all 5 of you. The following will go to others eventually, certainly to the Newport Commissioners. I will pass on what you tell me unless you tell me not to. I will never speak FOR you but I will freely state my opinions. I assume you'd like to see a lot of sea lions slaughtered. I believe that NOAA and ODFW would also.

I changed my mind about who should be directly involved with the harvest and who should receive income from the process. NOAA and ODFW (eventually WDFW) must be careful about their relationships to professional politicians.

You, being responsible to a local constituency, don't have to tippy toe along so much. You also are the people responsible for the facilities being damaged by the bachelor males. I have a legitimate way to reimburse you for those damages.

I have tried to find local slaughterhouses registered and inspected, and ready to take on sea lions. I have decided that I need to develop a portable facility to do the slaughtering properly (registered and inspected to relieve you, ODFW and NOAA of any responsibility for quality of the food products) Being portable I can move to the choke points as they show up. Today that would be the Astoria and Newport docks and any port up the Columbia as far up as the dam.

Animal slaughter, no matter how humane and painless is an ugly business. The

only people who do it in the open are farmers slaughtering their own animals. Inside of any city limits it is done inside some kind of building, out of sight of the public. I need to pay you rent for an old building, or portion thereof, that I can keep reasonably clean that can hold several trailers. It needs to be as close as possible to a boat ramp without much traffic.

My truck or tractor backs my heavy duty boat trailer into the water where your live trap on a float is pushed onto it. I haul it, float and all into the slaughterhouse. The sea lion is stunned in the trap, hoisted out and bled while the trap is returned to the boat launch. The critter is gutted after bleeding while still hanging. It is skinned and sawed into halves or quarters and placed in my cooling trailer which becomes my freezing trailer which becomes my delivery trailer to deliver them to Bornstein or people like that. I am checking out the possibility of calling them "seafood". (different regulations)

Renting your building and paying you for whatever amenities you can provide such as water, waste disposal, electricity-----provides you (the commission, not individuals) with income for services, not for wildlife. You advertise such space for rent now. Yellowstone Park has not yet figured out a suitable transparent money transfer in dealing with surplus buffaloes. Other federally owned lands with surplus buffaloes find a way to get them to slaughterhouses but I can find nothing about payments. At Yellowstone the animals are driven out of the park and picked up live in cattle trailers by reservation Indians. Nowhere do I find \$X per lb or \$X per head but \$X for rent alongside of all the other space you rent out is routine. I'm figuring out now what % of retail price of beef went to the farmer who raised it. That seems to me to be the price I should pay you for rent, etc. I can't think of any logical, transparent way to pay NOAA or ODFW. By the way, be careful that none of your employees or constituents approach me with any kind of under the table scheme. HSUS lawyers will shut us down gleefully with the slightest hint of graft. It is why NOAA and ODFW are skittish.

If this interests you at all let me know and I will; (1) email my research on the 1972 MMPA, (2) provide lots of material I have found over the last two years, and (3) come to talk to you individually or together.

I don't tweet or twitter (and never intend to) but I find that email is an excellent way to communicate. It is fast and leaves a paper trail, allowing us to ponder material. That material is transparent (as Hillary is learning) but we are

proposing a legal, sanctioned way to improve the herds and stop starvation of the pups.

from: Robert L. Parker (rparker8809@gmail.com) (503) 434 6600
McMinnville

I want to market California sea lion meat in Oregon and, if successful, in Washington. I BELIEVE that the Marine Mammal Protection Act of 1972 makes provision for harvesting 9200 CSL under existing conditions without any new legislation. I BELIEVE that “the secretary” is not only empowered, but is instructed to proceed with such a harvest. I am prepared to try to convince “the secretary” by pointing out MY INTERPRETATION of specific items in the existing legislation.

I am confused about who “The Secretary” is: PENNY PRITZKER, Secretary of Commerce, SALLY JEWELL, Secretary of the Interior, or Dr.

KATHRYN D. SULLIVAN, NOAA Administrator and Under Secretary of Commerce for Oceans and Atmosphere. I also need to know if I should approach her directly or try to convince one of you guys? Or all three of you? Or someone else that I don't know yet? Please tell me. Whomever makes such a decision will surely rely on your opinions and expertise. If you are opposed to my approach it can't possibly be done.

I have reached the following conclusions and would like to consult with you about them:

- (1) They realized in 1972 that eliminating all predation would result eventually in overpopulation. We have reached that point and it is time to apply the best remedies to that man made problem.
- (2) California beaches strewn with starving pups are prima facie evidence of that problem.
- (3) The best way to restore the health of the herds is to reduce the lifespan of mature bachelor males who serve no useful function in the herd.
- (4) They should be humanely slaughtered, processed, and sold on the retail

meat market (like surplus buffalos on federal land) providing sustenance, employment, tax revenue, and right tasty vittles for little children, pregnant mothers and you and me.

(5) “The Secretary” and NOAA have the option to appoint ODFW and WDFW to do the on site work of live trapping , transferring ownership into the market, tracking the number of animals harvested so as to not exceed the number authorized by NOAA, and enforcing federal regulations at the State level.

(6) The marketing itself should not be a government function at any level but the meat should not be free to the processors because that would create either unearned profits or unfair competition with farmer raised meat. Some equivalent of the reimbursement to the farmer should accrue to the government agencies in charge of regulation and conservation to be used to further those objectives. If NOAA retains regulatory control over the number of animals to be harvested and over the details of how, when and where, they should not receive any of the funds. If ODFW does the on site control but has no say in how many, they (the agency, not the individuals) should receive the funding. The Port Commissions are not professional enough to insure transparency. HSUS won’t be able to find the slightest hint of graft because every possibility will be eliminated and every transaction will be visible.

(7) While the decision to harvest is being considered the last remaining research should be done, namely; (a) what is the best way to slaughter,(b) find out where, in what form, and if there is a market, (c) where to do the harvesting, (d) are there licensed and inspected facilities available, (e) are they able and willing to do what is needed? I don’t know how to initiate that research but I certainly want to be part of it.

(8)I can prove without a doubt that California sea lions are an invasive species in the Columbia River above Astoria (and probably in every river in Oregon and Washington). It won’t matter WHERE the harvest takes place. so long as we avoid the rookeries, so we might as well start by eliminating the invading bachelor males in the Columbia. Our purpose is to save the pups, not to save the salmon, but side benefits are nice.

Please tell me if you want me to send the details to you. I take the original documents and “cut and paste” my reasoning at appropriate places. I leave out extraneous material such as tuna fisheries and polar bears

As you can see I sent this to three of you. Here are the phones and email

addresses in case you want to communicate with each other:

Garth Griffin, NOAA Portland (503) 231-2005 garth.griffin@noaa.gov

Chris Kern ODFW Salem (503) 947-6209 chris.j.kern@state.or.us

Bryan Wright ODFW Corvallis (541) 757-4186 ex. 225

bryan.e.wright@state.or.us

Robert L. Parker (503) 434-6600

1145 SW Cypress St #44

McMinnville, Oregon 97128 rparker8809@gmail.com

(note) I sent a copy to my wife to be sure that this got through.

That went out to the three above some time ago. Wright replied but did not request the material. The following is for the Astoria Port Commissioners. I phoned Esther and she promised to distribute this to all 5 of you. The following will go to others eventually, certainly to the Newport Commissioners. I will pass on what you tell me unless you tell me not to. I will never speak FOR you but I will freely state my opinions. I assume you'd like to see a lot of sea lions slaughtered. I believe that NOAA and ODFW would also.

I changed my mind about who should be directly involved with the harvest and who should receive income from the process. NOAA and ODFW (eventually WDFW) must be careful about their relationships to professional politicians.

You, being responsible to a local constituency, don't have to tippy toe along so much. You also are the people responsible for the facilities being damaged by the bachelor males. I have a legitimate way to reimburse you for those damages.

I have tried to find local slaughterhouses registered and inspected, and ready to take on sea lions. I have decided that I need to develop a portable facility to do the slaughtering properly (registered and inspected to relieve you, ODFW and NOAA of any responsibility for quality of the food products) Being portable I can move to the choke points as they show up. Today that would be the Astoria and Newport docks and any port up the Columbia as far up as the dam.

Animal slaughter, no matter how humane and painless is an ugly business. The only people who do it in the open are farmers slaughtering their own animals. Inside of any city limits it is done inside some kind of building, out of sight of the public. I need to pay you rent for an old building, or portion thereof, that I can keep reasonably clean that can hold several trailers. It needs to be as close as possible to a boat ramp without much traffic.

My truck or tractor backs my heavy duty boat trailer into the water where your live trap on a float is pushed onto it. I haul it, float and all into the slaughterhouse. The sea lion is stunned in the trap, hoisted out and bled while the trap is returned to the boat launch. The critter is gutted after bleeding while still hanging. It is skinned and sawed into halves or quarters and placed in my cooling trailer which becomes my freezing trailer which becomes my delivery trailer to deliver them to Bornstein or people like that. I am checking out the possibility of calling them “seafood”. (different regulations)

Renting your building and paying you for whatever amenities you can provide such as water, waste disposal, electricity-----provides you (the commission, not individuals) with income for services, not for wildlife. You advertise such space for rent now. Yellowstone Park has not yet figured out a suitable transparent money transfer in dealing with surplus buffaloes. Other federally owned lands with surplus buffaloes find a way to get them to slaughterhouses but I can find nothing about payments. At Yellowstone the animals are driven out of the park and picked up live in cattle trailers by reservation Indians. Nowhere do I find \$X per lb or \$X per head but \$X for rent alongside of all the other space you rent out is routine. I’m figuring out now what % of retail price of beef went to the farmer who raised it. That seems to me to be the price I should pay you for rent, etc. I can’t think of any logical, transparent way to pay NOAA or ODFW. By the way, be careful that none of your employees or constituents approach me with any kind of under the table scheme. HSUS lawyers will shut us down gleefully with the slightest hint of graft. It is why NOAA and ODFW are skittish.

If this interests you at all let me know and I will; (1) email my research on the 1972 MMPA, (2) provide lots of material I have found over the last two years, and (3) come to talk to you individually or together.

I don’t tweet or twitter (and never intend to) but I find that email is an excellent way to communicate. It is fast and leaves a paper trail, allowing us to ponder material. That material is transparent (as Hillary is learning) but we are proposing a legal, sanctioned way to improve the herds and stop starvation of the pups.

from: Robert L. Parker (rparker8809@gmail.com) (503) 434 6600
McMinnville

I want to market California sea lion meat in Oregon and, if successful, in Washington. I BELIEVE that the Marine Mammal Protection Act of 1972 makes provision for harvesting 9200 CSL under existing conditions without any new legislation. I BELIEVE that “the secretary” is not only empowered, but is instructed to proceed with such a harvest. I am prepared to try to convince “the secretary” by pointing out MY INTERPRETATION of specific items in the existing legislation.

I am confused about who “The Secretary” is: PENNY PRITZKER, Secretary of Commerce, SALLY JEWELL, Secretary of the Interior, or Dr.

KATHRYN D. SULLIVAN, NOAA Administrator and Under Secretary of Commerce for Oceans and Atmosphere. I also need to know if I should approach her directly or try to convince one of you guys? Or all three of you? Or someone else that I don't know yet? Please tell me. Whomever makes such a decision will surely rely on your opinions and expertise. If you are opposed to my approach it can't possibly be done.

I have reached the following conclusions and would like to consult with you about them:

- (1) They realized in 1972 that eliminating all predation would result eventually in overpopulation. We have reached that point and it is time to apply the best remedies to that man made problem.
- (2) California beaches strewn with starving pups are prima facie evidence of that problem.
- (3) The best way to restore the health of the herds is to reduce the lifespan of mature bachelor males who serve no useful function in the herd.
- (4) They should be humanely slaughtered, processed, and sold on the retail meat market (like surplus buffalos on federal land) providing sustenance, employment, tax revenue, and right tasty vittles for little children, pregnant mothers and you and me.
- (5) “The Secretary” and NOAA have the option to appoint ODFW and WDFW to do the on site work of live trapping , transferring ownership into the market, tracking the number of animals harvested so as to not exceed the

number authorized by NOAA, and enforcing federal regulations at the State level.

(6) The marketing itself should not be a government function at any level but the meat should not be free to the processors because that would create either unearned profits or unfair competition with farmer raised meat. Some equivalent of the reimbursement to the farmer should accrue to the government agencies in charge of regulation and conservation to be used to further those objectives. If NOAA retains regulatory control over the number of animals to be harvested and over the details of how, when and where, they should not receive any of the funds. If ODFW does the on site control but has no say in how many, they (the agency, not the individuals) should receive the funding. The Port Commissions are not professional enough to insure transparency. HSUS won't be able to find the slightest hint of graft because every possibility will be eliminated and every transaction will be visible.

(7) While the decision to harvest is being considered the last remaining research should be done, namely; (a) what is the best way to slaughter,(b) find out where, in what form, and if there is a market, (c) where to do the harvesting, (d) are there licensed and inspected facilities available, (e) are they able and willing to do what is needed? I don't know how to initiate that research but I certainly want to be part of it.

(8)I can prove without a doubt that California sea lions are an invasive species in the Columbia River above Astoria (and probably in every river in Oregon and Washington). It won't matter WHERE the harvest takes place. so long as we avoid the rookeries, so we might as well start by eliminating the invading bachelor males in the Columbia. Our purpose is to save the pups, not to save the salmon, but side benefits are nice.

Please tell me if you want me to send the details to you. I take the original documents and "cut and paste" my reasoning at appropriate places. I leave out extraneous material such as tuna fisheries and polar bears

As you can see I sent this to three of you. Here are the phones and email addresses in case you want to communicate with each other:

Garth Griffin, NOAA Portland [\(503\) 231-2005](tel:5032312005) garth.griffin@noaa.gov

Chris Kern ODFW Salem [\(503\) 947-6209](tel:5039476209) chris.j.kern@state.or.us

Bryan Wright ODFW Corvallis [\(541\) 757-4186](tel:5417574186) ex. 225

bryan.e.wright@state.or.us

Robert L. Parker [\(503\) 434-6600](tel:5034346600)

1145 SW Cypress St #44

McMinnville, Oregon 97128 rparker8809@gmail.com

(note) I sent a copy to my wife to be sure that this got through.

That went out to the three above some time ago. Wright replied but did not request the material. The following is for the Astoria Port Commissioners. I phoned Esther and she promised to distribute this to all 5 of you. The following will go to others eventually, certainly to the Newport Commissioners. I will pass on what you tell me unless you tell me not to. I will never speak FOR you but I will freely state my opinions. I assume you'd like to see a lot of sea lions slaughtered. I believe that NOAA and ODFW would also.

I changed my mind about who should be directly involved with the harvest and who should receive income from the process. NOAA and ODFW (eventually WDFW) must be careful about their relationships to professional politicians.

You, being responsible to a local constituency, don't have to tippy toe along so much. You also are the people responsible for the facilities being damaged by the bachelor males. I have a legitimate way to reimburse you for those damages.

I have tried to find local slaughterhouses registered and inspected, and ready to take on sea lions. I have decided that I need to develop a portable facility to do the slaughtering properly (registered and inspected to relieve you, ODFW and NOAA of any responsibility for quality of the food products) Being portable I can move to the choke points as they show up. Today that would be the Astoria and Newport docks and any port up the Columbia as far up as the dam.

Animal slaughter, no matter how humane and painless is an ugly business. The only people who do it in the open are farmers slaughtering their own animals. Inside of any city limits it is done inside some kind of building, out of sight of the public. I need to pay you rent for an old building, or portion thereof, that I can keep reasonably clean that can hold several trailers. It needs to be as close as possible to a boat ramp without much traffic.

My truck or tractor backs my heavy duty boat trailer into the water where your live trap on a float is pushed onto it. I haul it, float and all into the slaughterhouse. The sea lion is stunned in the trap, hoisted out and bled while the trap is returned to the boat launch. The critter is gutted after bleeding while still hanging. It is skinned and sawed into halves or quarters and placed in my cooling trailer which becomes my freezing trailer which becomes my

delivery trailer to deliver them to Bornstein or people like that. I am checking out the possibility of calling them “seafood”. (different regulations)

Renting your building and paying you for whatever amenities you can provide such as water, waste disposal, electricity-----provides you (the commission, not individuals) with income for services, not for wildlife. You advertise such space for rent now. Yellowstone Park has not yet figured out a suitable transparent money transfer in dealing with surplus buffaloes. Other federally owned lands with surplus buffaloes find a way to get them to slaughterhouses but I can find nothing about payments. At Yellowstone the animals are driven out of the park and picked up live in cattle trailers by reservation Indians. Nowhere do I find \$X per lb or \$X per head but \$X for rent alongside of all the other space you rent out is routine. I’m figuring out now what % of retail price of beef went to the farmer who raised it. That seems to me to be the price I should pay you for rent, etc. I can’t think of any logical, transparent way to pay NOAA or ODFW. By the way, be careful that none of your employees or constituents approach me with any kind of under the table scheme. HSUS lawyers will shut us down gleefully with the slightest hint of graft. It is why NOAA and ODFW are skittish.

If this interests you at all let me know and I will; (1) email my research on the 1972 MMPA, (2) provide lots of material I have found over the last two years, and (3) come to talk to you individually or together.

I don’t tweet or twitter (and never intend to) but I find that email is an excellent way to communicate. It is fast and leaves a paper trail, allowing us to ponder material. That material is transparent (as Hillary is learning) but we are proposing a legal, sanctioned way to improve the herds and stop starvation of the pups.

From: [Robert Anderson - NOAA Federal](#)
To: [Kevin Greenwood](#)
Cc: [Robert Anderson - NOAA Federal](#); [Karen Hewitt](#)
Subject: Port of Newport and California Sea Lions
Date: Friday, March 18, 2016 11:13:36 AM

Hi Kevin - as you requested, here are a few points regarding the MMPA and Mr. Parker's proposal.

- (1) Mr Parker has no legal standing under the MMPA regarding his proposal - there is no legal mechanism for what he is proposing.
- (2) The take moratorium has few exceptions, e.g., Eskimos for subsistence purposes, as their diet is exclusively from marine mammals.
- (3) The Secretary cannot change the law. Only Congress can do that.
- (4) The Secretary cannot and does not unilaterally approve a waiver to the take moratorium. First you have to have legal standing. If you don't, there is no need to describe the steps involved in requesting one.
- (5) And, a lot of research has been conducted on pinnipeds regarding contaminant loading. These animals have very high body fat, which tends easily bio-accumulate and bio-concentrate toxins from both the water and their food. Many of these contaminants are carcinogenic (e.g., PCB, dioxins), and have been measured at concentrations so high that they have been deemed to be unfit for human consumption, especially pregnant woman and children.

Hope this is helpful.

robert

--

Robert Anderson
Tel: 503.231.2226





Operating Fund

February 9, 2016 through March 16, 2016

Date	Num	Name	Memo	Amount
02/11/16	37618	Servco Pacific Insurance	Port Marine, Docks & Vessel Pollution Insurance	38,506.64
02/12/16	37619	Carson Oil Company	Diesel IT	76.30
02/12/16	37620	Cedar Creek Quarries, Inc	Crushed Rock for Sink Hole Repair	288.83
02/12/16	37621	Dahl & Dahl, Inc	Wood Debris Disposal	1,151.82
02/12/16	37622	Dan Lais Equipment Surgery	Fabricate and Galvanize dock ladder	1,585.00
02/12/16	37623	DMV	Vehicle Records Research	7.70
02/12/16	37624	Fred Meyer Customer Charges	Heater, Water, Batteries	136.70
02/12/16	37625	Gray's Web Design	Website Update	90.00
02/12/16	37626	HC Etc., Inc	IT Hours	240.00
02/12/16	37627	Lincoln County Public Works	Fuel for Trucks	216.04
02/12/16	37628	MACPHERSON, GINTNER & DIAZ	Professional Services	1,973.75
02/12/16	37629	Newport Marine & RV Service, Inc	VOID Parts for Skiff Engine	0.00
02/12/16	37630	News-Times	Chamber Directory	429.00
02/12/16	37631	Papé Material Handling Exchange	Forklift Maintenance H90	387.89
02/12/16	37632	Suburban Propane	Fill Propane Tanks	561.39
02/12/16	37633	Toyota Financial Services	Forklift Lease	1,044.20
02/12/16	37634	Toyota Lift NW	Forklift Service	540.52
02/12/16	37635	U.G. Cash & Carry	Trash Cans	80.81
02/12/16	37636	Employee	Mid Month Draw	450.00
02/12/16	37637	Employee	Mid Month Draw	500.00
02/12/16	37638	Employee	Mid Month Draw	500.00
02/12/16	37639	Employee	Mid Month Draw	300.00
02/12/16	37640	Employee	Mid Month Draw	475.00
02/12/16	37641	Employee	Mid Month Draw	500.00
02/12/16	37642	Employee	Mid month Draw	300.00
02/12/16	37643	Employee	Mid Month Draw	1,500.00
02/12/16	37644	Central Coast Excavating, Inc.	Clean Stormwater Catch Basin	800.00
02/12/16	37645	Chase - Visa	DC Conference Travel, Amazon Parts Orders Boat Show Expenses, Cell Booster Kit	3,287.27
02/19/16	37646	Business Oregon-OBDD	Loan 655-36-02 OCT 2015	7,800.00
02/19/16	37647	Century Link	Telephone	385.11
02/19/16	37648	CenturyLink - Business Service	Telephone	23.95
02/19/16	37649	City of Newport	Room Tax January 2016	596.31
02/19/16	37650	CoastCom Inc	Internet and E-mail	832.00
02/19/16	37651	Design Space	Temporary Office Rental	877.00
02/19/16	37652	Fred Hauert	Extra Charges for Hotel, Boat Show	57.25
02/19/16	37653	Newport Rental Service	Pressure Washer Hose	85.00
02/19/16	37654	Petty Cash	Misc. and Chamber Lunches	200.41
02/19/16	37655	Rydin Decal	Parking Permits	425.94
02/19/16	37656	Staples	Office Supplies	141.00



Operating Fund

February 9, 2016 through March 16, 2016

02/19/16	37657	Voya (State of Oregon Plan)	Monthly Employee Contribution to Deferred Comp	100 00
02/29/16	37658	Tina McCann	temporary work Southbeach and North Office	1,395 00
02/29/16	37659	Bureau of Labor and Industries	Oregon required Posters	80 00
02/29/16	37660	Chris Urbach	Reimburse Education Excel Book	12 98
02/29/16	37661	Creative Landscape & Maintenance	Landscape Maintenance	1,200 00
02/29/16	37662	Design Space	Customs Office	217 00
02/29/16	37663	G & K Floors	Janitorial Services SB and Customs Trailer	2,280 00
02/29/16	37664	Lincoln Plumbing Inc	Camera Locator for Sewer Line	355 00
02/29/16	37665	Lock Masters	Replace Main Shop Deadbolt and Door Nob	200 00
02/29/16	37666	Neopost USA Inc	Postage Machine Rental	149 85
02/29/16	37667	Newport Marine & RV Service, Inc	Parts for Skiff Engine	14.38
02/29/16	37668	NW Natural	Gas	443.76
02/29/16	37669	T & L Septic & Chemical Toilet Service	Chemical Toilet Service	936 00
02/29/16	37670	TCB Security Services, Inc	Extra Security for Wine and Seafood Event	448 50
02/29/16	37671	U.G. Cash & Carry	Water, Creamer, Coffee, Paper Products and Cle	321.48
02/29/16	37672	Verizon Wireless	Port cell phones	300 08
02/29/16	37673	Business Oregon-OBDD	Loan # 520161	4,463 00
03/04/16	37674	Coast Crane Co.	Crane Repair	575 07
03/04/16	37675	Coastal Paper & Supply, Inc.	Paper and Cleaning Products	1,332.49
03/04/16	37676	Copeland Lumber Yards, Inc.	Treated Lumber	192 13
03/04/16	37677	Pioneer Telephone Cooperative	Telephone	226 79
03/04/16	37678	TCB Security Services, Inc	Monthly Security Contract	6,516 00
03/04/16	37679	Xerox Corporation	Copier Rental	430 78
03/04/16	37680	Pacific Habitat Services, Inc	Piling Permit PD5	85 50
03/10/16	37681	ALSCO	Rugs and Cleaning Rags	452 02
03/10/16	37682	Appliance Service Station	Service Call and Cord Replacement Dryer #1	120 00
03/10/16	37683	Carson Oil Company	BioDiesel for NIT	616 75
03/10/16	37684	Department of State Lands	Annual DSL Fee APP0045751	5,798 76
03/10/16	37685	Design Space	Temporary Office Rental	877 00
03/10/16	37686	Direct TV	Cable RV Park	1,069 29
03/10/16	37687	Englund Marine Supply Co, Inc	Hardware for Skiff	34 51
03/10/16	37688	Keller Supply Company	Cutter Heads	90 85
03/10/16	37689	Lincoln County Public Works	Fuel for Trucks	156 90
03/10/16	37690	MACPHERSON, GINTNER & DIAZ	Professional Services	1,623 75
03/10/16	37691	Neofunds by Neopost	Postage Meter Refill	545 12
03/10/16	37692	Newport Auto Parts Inc	Truck Repair Parts	79 15
03/10/16	37693	Pioneer Printing, Inc.	Name tag for Bill	12 00
03/10/16	37694	Thompson's Sanitary Service, Inc	Trash Disposal	2,978 20
03/10/16	37695	U.G. Cash & Carry	Cleaning Supplies	95 50
03/10/16	37696	Yaquina Bay Communications	Radio Ad Contract	100 00
03/10/16	37697	CNA Surety	OR blanket notary errors & omissions policy	26 00
03/10/16	37698	Department of State Lands	DSL Fees - Commercial Marina APP0011873	16,665 93
03/10/16	37699	OR Dept. of Revenue	Late Fee	32 50
03/11/16	37700	Alan Brown Tire Center	Forklift Tires	315 39



Operating Fund

February 9, 2016 through March 16, 2016

03/11/16	37701	Barrelhead	Hardware, Wood to Repair Shop	700.52
03/11/16	37702	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
03/11/16	37703	Dahl & Dahl, Inc	Wood Debris Disposal	121.20
03/11/16	37704	David Behrens	Boat Show Expense Reimbursement Salem	130.58
03/11/16	37705	Fastenal Company	Hardware	180.40
03/11/16	37706	Fred Meyer Customer Charges	Water and Food for Meeting	63.48
03/11/16	37707	Lincoln County Historical Society	Historical Society Membership	250.00
03/11/16	37708	Oregon DMV	Title Replacement 1997 PU	77.00
03/11/16	37709	Platt	Breakers, Receptacles, Lenses Covers	931.73
03/11/16	37710	Sherwin Williams	Painting Supplies	44.23
03/11/16	37711	Siuslaw Broadband	Replace Equipment and Labor Wi-Fi	2,080.00
03/11/16	37712	Staples	Office Supplies	475.48
03/11/16	37713	State of Oregon Property Distribution CT	Acid Resistant Cabinet	200.00
03/11/16	37714	Valley Fire Control, Inc.	Annual Inspection and Service	299.50
03/11/16	37715	Voya (State of Oregon Plan)	Monthly Employee Contribution to Deferred Comp	100.00
03/11/16	37716	CoastCom Inc	Internet and E-mail	832.00
03/14/16	37717	Special Districts Insurance Service	Monthly Health-Life-Dental	8,763.93
03/14/16	37718	Chase - Visa	Salem Boat Show Expense, Amazon Special Order Parts and Office Supplies and Tools	1,933.62
03/15/16	37719	Employee	Mid Month Draw	450.00
03/15/16	37720	Employee	Mid Month Draw	500.00
03/15/16	37721	Employee	Mid Month Draw	500.00
03/15/16	37722	Employee	Mid Month Draw	300.00
03/15/16	37723	Employee	Mid Month Draw	475.00
03/15/16	37724	Employee	Mid Month Draw	500.00
03/15/16	37725	Employee	Mid month Draw	300.00
03/15/16	37726	Employee	Mid Month Draw	1,500.00

TOTAL **144,226.91**



Construction Fund

February 9, 2016 through March 16, 2016

Date	Num	Name	Memo	Amount
02/12/2016	11816	City of Newport	Permit	55.00
02/29/2016	11817	Todd Chase	EDA Grant Application	540.00
TOTAL				595.00



NOAA Fund

February 9, 2016 through March 16, 2016

Date	Num	Name	Memo	Amount
02/29/16	12854	All-Ways Painting	Outside Wall Painting balance of	4,235.15
02/29/16	12855	G & K Floors	Janitorial Services	450.00
02/29/16	12856	T & L Septic & Chemical Toilet Service	Chemical Toilet Service	135.00
02/29/16	12857	Ultimate Pest Control, LLC	Pest control Service	125.00
02/29/16	12858	Verizon Wireless	Phone Charges	51.70
02/29/16	12859	Williams Scotsman Inc	Rent Mobile Office	346.30
03/04/16	12860	IconiPro	Monitoring Quarterly	78.00
03/04/16	12861	Pioneer Telephone Cooperative	Telephone	243.34
03/04/16	12862	TCB Security Services Inc	Elevator Phone Monitoring NOAA	20.00
03/04/16	12863	Pacific Habitat Services, Inc.	Eelgrass Monitoring	240.92
03/04/16	12864	Pacific Habitat Services, Inc.	Environmental Consulting for Proj	1,195.00
03/10/16	12865	Lincoln County Public Works	Gas for Truck	17.87
03/10/16	12866	Newport Rental Service	Lift Rental	300.20
03/10/16	12867	Power Motors	Oil Change for Ford Ranger	38.48
03/10/16	12868	Thompsons Sanitary Service	Disposal & 20YD Dumpster	337.70
03/11/16	12869	Fastenal Company	Hardware	38.99
03/11/16	12870	Platt Electrical Supply, Inc.	Exhaust Fan, Bulbs	156.65
03/14/16	12871	Special Districts Insurance Services	NOAA Health Insurance	614.36
TOTAL				8,624.66

**PORT OF NEWPORT
RESOLUTION NO. 2016-xx**

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. 2015-06 on May 26, 2015; 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, 2016. 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	\$11.00	11.33	3%
b. minimum charge	\$7.00	7.21	3%
2. Large. All at International Terminal (IT).			
a. per hour	\$27.50	28.33	3%
b. minimum charge	\$16.50	17.00	3%
B. <u>Hoist Dock</u> . Tie up fee, per hour. Includes use of hoist.			
1. one hour minimum, up to 3 hrs.	\$36.25	37.34	3%
2. after 3 hours	\$43.00	44.29	3%
C. <u>Hoist Dock Cranes</u> . In addition to hoist dock rate.			
1. Large Capacity. In addition to labor rate.			
a. per hour	\$38.50	39.66	3%
b. minimum charge	\$29.75	30.64	3%
2. Launch Sail Boats. Includes recovery, per launch.	\$41.25	42.49	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		same	0%
F. <u>Fuel Surcharge</u> . International Terminal only. Per gallon	\$ 0.03	\$0.031	3%
G. <u>Electricity</u> . Swede's Dock, Dock 1, and IT. Per day charge.			
1. 208/220 v, single phase & 208 v three phase.	\$14.75	15.19	3%
2. 120v. IT	\$6.25	6.44	3%
3. PD 7 Service Dock, 110v pumps	\$ 6.25	6.44	3%
4. PD 7 Yard Charge, trucks	\$11.25	11.59	3%
H. <u>Hydraulic Crane</u> . In addition to labor rate. 30 ton capacity, per hour (min. 1 hr.)	\$128.75	132.61	3%

Commented [KH1]: Corrected current rate and updated new rate +3%

Commented [KH2R1]:

Deleted: 15.45

Formatted: Highlight

Formatted: Highlight

Deleted: 15

Deleted: 0

	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.	\$56.75	58.45	3%
J. <u>Storage.</u>			
1. Outside Lot Storage			
a. per square foot, daily rate.....	\$0.01	\$0.010	0%
b. per square foot, monthly charge.....	\$0.21	\$0.216	3%
c. minimum monthly charge.....	\$21.00	\$21.63	3%
d. boat trailer only, per night.....	\$2.10	\$2.16	3%
e. boat on trailer, per night, 10 days limit.....	\$7.20	\$7.42	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)	\$21.00	\$21.63	3%
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	\$18.25	\$18.80	3%
2. Terminal Lot, per day. Short term use only. Deep-draft cargo has priority	\$18.25	\$18.80	3%
3. South Beach Marina, per day	\$18.25	\$18.80	3%
L. <u>Work Barge.</u> In addition to labor rate.			
1. Work Boat, per hour. Licensed captain extra.	\$121.00	\$124.63	3%
2. Wood Barge, per day (work boat extra)	\$23.00	\$23.69	3%
3. Skiff, per hour	\$13.00	\$13.39	3%
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.....	\$90.00	\$92.70	3%
N. <u>Disposal Fees.</u>			
1. Just Oil, per gallon	\$0.29	\$ 0.300	3%
2. Oil-Water Mix, per gallon.....	\$0.74	\$ 0.760	3%
3. Net Disposal and/or Related Gear, per pound	\$0.16	\$ 0.165	3%
4. Garbage, per pound	\$0.11	\$ 0.113	3%
O. <u>Port Labor.</u> Includes administration staff.			
1. per hour; 3/4 hour minimum, in 15 min. increments	\$49.00	\$50.50	3%
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	\$73.50	75.71	3%
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	\$98.00	\$100.94	3%
P. <u>Pallet Charge.</u> Any Port owned pallet leaving yard, each.....	\$ 5.30	\$5.46	3%
Q. <u>Dredge Spoils.</u> Includes state fees; may be waived for other public agencies. 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	\$ 5.50	\$5.67	3%
2. Bay Front Facilities. Keys.			
a. original/first one	\$15.50	\$15.97	3%
b. replacement/additional	\$27.50	\$28.33	3%
S. <u>Impound Seizure Fee.</u> Vessel impoundment fee	\$750		n/a

Commented [KG3]: See Section 6

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

	OLD	NEW	+/-
A. <u>Moorage</u> . Per linear foot.			
1. Daily	\$ 0.44	\$ 0.45	3%
2. Calendar Month	\$ 8.00	\$ 8.25	3%
3. Semi-Annual	\$30.40	\$31.31	3%
4. Annual	\$40.35	\$41.56	3%
5. Live aboard. Monthly rate by agreement only.			
a. First person	\$48.41	\$0	n/a
b. Each Additional	\$41.97	\$0	n/a
B. <u>Annual Parking Permit</u> . Rate effective for calendar year starting July 1 st . Commercial Fisherman only	\$21.00	\$21.00	0%

Commented [KG4]: Tough to track. Recommend eliminating

Commented [KG5]: Currently not charging at NIT. May need to start charging.

Section 3. International Terminal Charges. International Terminal Tariff No. 1 adopted via Res. No. 2014-03 on May 22, 2014. All fees authorized via Tariff No. 1. Effective July 1, 2014.

A. <u>Port Security Fee</u> . (\$I.13). Per day	\$895.00	\$895.00	0%
B. <u>Materials & Supplies</u> . (\$I.31). Cost plus	25%	25%	0%
C. <u>Dockage Charges</u> . (\$III.13). Rate per day, by length.			
1. 000.00 – 351.05 ft	\$1,627.00	\$1,627.00	0%
2. 351.05 – 371.02 ft	\$1,792.00	\$1,792.00	0%
3. 371.02 – 400.26 ft	\$1,981.00	\$1,981.00	0%
4. 400.26 – 426.51 ft	\$2,203.00	\$2,203.00	0%
5. 426.51 – 449.48 ft	\$2,373.00	\$2,373.00	0%
6. 449.48 – 475.72 ft	\$2,607.00	\$2,607.00	0%
7. 475.72 – 498.69 ft	\$2,960.00	\$2,960.00	0%
8. 498.69 – 524.93 ft	\$3,527.00	\$3,527.00	0%
9. 524.93 – 551.18 ft	\$3,639.00	\$3,639.00	0%
10. 551.18 – 574.15 ft	\$3,822.00	\$3,822.00	0%
11. 574.15 – 600.39 ft	\$4,373.00	\$4,373.00	0%
12. 600.39 – 626.64 ft	\$5,092.00	\$5,092.00	0%
13. 626.64 – 649.99 ft	\$5,787.00	\$5,787.00	0%
14. Above 650 ft., added on top of above rate, per ft.	\$8.90	\$8.90	0%
15. Exceptions for certain vessels. (\$II.14), per ft. per day ..	\$0.80	\$0.80	0%
D. <u>Service and Facility Charges</u> . (\$III.2). Per 1000 board feet, unless noted.			
1. Logs. Scribner scale, ex dock	\$7.75	\$7.75	0%
2. Cants	\$6.00	\$6.00	0%
3. Lumber. Packaged rough	\$5.22	\$5.22	0%
4. Lumber. Packaged surfaced	\$4.63	\$4.63	0%
5. Plywood, Veneer, corestock & hardboard, /1000 kilos ..	\$5.87	\$5.87	0%
6. Pulp, Linerboard, bales or rolls, 2000 kilos	\$3.49	\$3.49	0%
7. Other commodities, per metric ton or 1000 bf	\$6.83	\$6.83	0%
8. Other commodities, per cubic meter	\$5.69	\$5.69	0%
E. <u>Wharfage Assessment</u> . (\$III.6). Minimum charge for any single bill of lading	\$10.00	\$10.00	0%
F. <u>Wharf Charges</u> . (\$III.7). Per 1000 board feet, unless noted. In addition to Service and Facility Charges.			
1. Logs. Scribner scale, ex dock	\$9.50	\$9.50	0%
2. Cants	\$6.00	\$6.00	0%
3. Lumber. Packaged rough	\$4.55	\$4.55	0%
4. Lumber. Packaged surfaced	\$4.03	\$4.03	0%
5. Plywood, Veneer, corestock and hardboard, per 1000k ..	\$3.96	\$3.96	0%
6. Pulp, Linerboard, bales or rolls	\$2.72	\$2.72	0%

7.	Other commodities, per 1000 kilos	\$5.57	\$5.57	0%
8.	Other commodities, per cubic meter	\$4.57	\$4.57	0%
G. Cargo Staging Area. (\$IV.2). Base rent for surge area.				
1.	per week, seven days	\$2,000.00	\$2,000.00	0%
2.	per day, less than seven days	\$300.00	\$300.00	0%
H. Line Service. (\$V.3). Labor will be charged at the rates set out in the current ILWU/PMA West Coast Contract. Rate schedule per day.				
1.	2 men	\$520-\$656	\$520-\$656	0%
2.	4 men	\$1,061-\$1,317	\$1,061-\$1,317	0%
3.	6 men	\$1,575-\$1,973	\$1,575-\$1,973	0%
4.	8 men	\$2,153-\$2,631	\$2,153-\$2,631	0%

Section 4. 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, 2016.

A. Moorage. Per linear foot.				
1.	Daily	\$ 0.62	0.64	3%
2.	Weekly	\$ 3.71	3.82	3%
3.	Calendar Month	\$ 9.50	9.79	3%
4.	Semi-Annual	\$34.99	36.04	3%
5.	Annual	\$55.36	57.02	3%
6.	Live aboard. Monthly rate by agreement only.			
a.	First person	\$48.50	49.95	3%
b.	Each Additional	\$42.00	43.26	3%
c.	Electrical Surcharge, per extra plug on dock	\$30.00	30.90	3%
B. South Beach Charter Rates.				
1.	Annual Moorage, per linear foot (PONFC)	\$43.19	44.92	4%
2.	Charter License	\$300.00	300.00	0%
C. Dock Box.				
1.	Purchase (at cost)	\$300.00	309.00	3%
D. Electrical Upgrade. From 20 to 30 amp. One time				
		\$51.50	53.05	3%
E. Line Replacement. Per foot, per time				
		\$1.00	1.00	0%
F. Launch Fee.				
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%

Commented [KH6]: Recalculated 3% increase

Formatted: Highlight

Deleted: 86

Deleted: 3

Formatted: Highlight

Section 5. Recreational Vehicle Park Fees. Effective November 1, 2016. Rates include state and municipal lodging tax.

		OLD	NEW	+/-
A. Peak Season (Summer). May 1 – October 31				
1.	All Marina Park Sites			
a.	Daily			
i.	Regular	\$43.00	44.00	3%
ii.	Good Sam	\$38.70	39.60	3%
b.	Weekly			
i.	Regular	\$269.00	277.00	3%
ii.	Good Sam	\$242.10	249.30	3%
c.	Monthly Rate	\$760.00	783.00	3%
2.	The Annex.			
a.	Daily	\$33.00	34.00	3%
b.	Weekly	\$201.00	207.00	3%
c.	Monthly	\$602.00	620.00	3%

Commented [KH7]: Just a question because this caught my eye: a \$1.00 increase is closer to 2% (2.3%). A \$1.50 increase would be 3.4%. A \$2.00 increase would be 4.6%. Should this show as a 2% increase? I did not check others.

Formatted: Highlight

Commented [KH8]: Corrected Good Sam discounted rate

Deleted: 40.00

Deleted: 41.00

Deleted: 243.00

Deleted: 250.00

3.	Dry Camping	\$19.00	20.00	5%
B. Off Season (Winter). November 1 – April 30. No discounts during Seafood and Wine Festival.				
1.	All Sites in the Marina Park			
a.	Daily			
i.	Regular	\$38.00	39.00	3%
ii.	Good Sam	\$34.20	35.10	3%
b.	Weekly			
i.	Regular	\$228.00	235.00	3%
ii.	Good Sam	\$205.20	211.50	3%
c.	Monthly Rate	\$652.00	672.00	3%
2.	The Annex.			
a.	Daily	\$33.00	34.00	3%
b.	Weekly	\$201.00	207.00	3%
c.	Monthly	\$602.00	620.00	3%
3.	Dry Camping	\$19.00	20.00	5%
4.	Seafood & Wine Surcharge, per night (2 day min.)	--	5.00	n/a
C. Pet Fee. 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. Individual Fee. 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. Vehicle Fee. 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. Non-Refundable Reservation Fee.				
1.	Before 72 hours.	\$10.00	\$10.00	0%
2.	72 hours and after		first night's rate	0%
G. Service Fee Reimbursement. For electric pedestal amperage overloads. First service call included in base rate. All other service reimbursements may be charged at actual cost to port				
		\$77.00	79.00	3%
H. Laundry Machines. per load.				
		\$ 2.00	\$ 2.00	0%
I. Process Fees. 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%

Deleted: 35.00

Formatted: Highlight

Deleted: 36.00

Deleted: 6.00

Deleted: 2.00

Commented [KG9]: Could generate additional income to offset costs related to non-billable services (i.e. restrooms)

Deleted: Festival

2016. **Section 6. Civil Penalties.** Penalties found in PONFC (Sec. 7.4(a)). Paid in full. Effective July 1,

	OLD	NEW	+/-
A. Class A Violation			
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. Class B Violation			
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. Class C Violation			
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. Class D Violation			
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. Parking Violation. 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 7. Administrative Fees. Staff may require payment or deposit in advance of service (ORS 192.440(4)(a)). Effective July 1, 2016.

A. Public Records Request Fee Schedule.			
1. Copies of Public Records	\$0.25	\$0.25	0%
2. Copies of Sound Recordings	\$10.00	\$10.00	n/a
3. Copies of Port By-laws, Codes, Plans, bound documents.....	\$20.00	\$20.00	n/a
4. Copies of Nonstandard documents.....	\$20.00	\$20.00	n/a
B. Research. Written request required. Hourly rate. ½-hr. min.	\$48.25	50.50	5%
C. Computer Time. Port operator. Hourly rate. ½-hr. min.	\$48.25	50.50	5%
D. Faxes/Emailing. 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. Long Distance Phone Calls.	\$ 2.00	\$ 2.00	0%
F. Lamination. Per Page, letter size.....	\$ 2.00	\$ 2.00	0%
G. Notice Posting. For non-payment of lease or moorage	\$60.00	\$62.00	3%
H. Failure to Register. For research related to unregistered boats.....	\$30.00	\$31.00	3%
I. South Beach Meeting Room. Must be pre-arranged and authorized. Keys must be obtained and returned. Certain waivers.....	\$75.00	\$75.00	0%
J. Returned Check Fee. Plus bank fees.....	\$ 50.00	\$ 50.00	0%
K. Per Annum Interest Rate. Applied to past due accounts.....	18%	18%	0%
L. POV Mileage Reimbursement Rate (IRS)	current	current	0%

Commented [KG10]: Matches other labor time. See Sec. 1(O).

	OLD	NEW	+/-
M. <u>Travel Reimbursement Rates</u> follow current IRS per diem rates current (http://www.gsa.gov/portal/category/104711)	current	current	0%
N. Impound Seizure Fee. Vessel impounding.	\$550.00	\$750.00	36%
O. Special Use Permit Fee. GM has authority to adjust fee based upon non-profit status and other criteria			
1. Application Fee	\$100.00	\$100	0%
2. Usage Fee, Number of Participants, Attendees, Contestants, Volunteers at Event			
a. 1-200	\$400.00	\$400.00	0%
b. 201-500	\$650.00	\$650.00	0%
c. 501-1000	\$900.00	\$900.00	0%
d. 1001-5000	\$1,400.00	\$1,400.00	0%
e. 5001-10,000	\$1,900.00	\$1,900.00	0%
f. 10,001-20,000		\$2,400.00	n/a
g. More than 20,000		\$5,000.00	n/a
3. Vendors, per each	\$40.00	\$40.00	0%
4. Insurance Certificate Limits			
a. General Liability, per occurrence	\$1MM	\$1MM	0%
b. General Liability, in aggregate	\$2MM	\$2MM	0%
P. Impound Seizure Fee. Car/Truck/Trailer.....	\$100.00	\$100.00	0%
Q. Vessel Moving. Does not include labor rate. Per event	\$250.00	\$250.00	0%
R. Background Check	\$25.00	\$25.00	0%
S. Credit Check.....	\$35.00	\$35.00	0%
T. <u>Notary Fees (OAR 160-100-0410).</u> <u>Acknowledgement, Affidavit/Jurat,</u> <u>Oath/Affirmation, Witness/Attest</u>	--	\$10	n/a

Formatted: Highlight

Formatted: Highlight

Formatted: Font: (Default) Arial, 10 pt, Highlight

Formatted: Highlight

Deleted: O. Special Use Permit Fee. GM has authority to adjust fee based upon non-profit status and other criteria. \$1,000.00 \$1,000.00 . 0%

Deleted: Not

Section 8. Insurance Certificate Limits. Effective July 1, 2016. Additional coverages may be required based upon business type.

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%
4. International Terminal Vessels (Tariff No. 1(\$17))			
a. Workers' Compensation			

b. Maritime Employer's Liability (Jones Act)	\$1.00MM	\$1.00MM	0%
c. Commercial and/or Comprehensive Marine General Liability	\$5.0MM	\$5.0MM	0%

Section 9. Retails Sales, Gift Certificates, Promotions, Sponsorships and Sundries. The Commission delegates to Manager the ability to set prices for sundries, cards, magnets, cups, DVDs, gift certificates, coupons, promotions, advertising, sponsorships and other retail and marketing items.

Section 10. Delegation of Responsibility. The Commission delegates to General 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 11. 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 12. Repealer. All previous rates and/or rate resolutions are hereby repealed.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this __ day of __, 2016.

ATTEST:

Walter Chuck, President

David Jincks, Secretary/Treasurer

OLD BUSINESS AGENDA ITEM

DATE: 3/22/2016
RE: Terminal Shipping Facility Update
TO: Port of Newport Board of Commissioners
ISSUED BY: Kevin Greenwood, General Manager

TERMINAL SHIPPING FACILITY UPDATE

Summary:

- Halls are planning to submit their own permit to piggy back on the wetland mitigation site which is located on their property. That will take a six month review, but won't affect our project. Rondys has recently changed their concept plan and is still a month away from submitting their wetland permit. We would remove the unbuildable material from their site and build the mitigation site on their property. Eventually a conservation easement would be applied and a management agreement would need to be signed between the Port and Rondys for ongoing maintenance.
- Follow up with Newport Public Works on soil removal agreement at the airport. Looks like we would send 40k cy (20k from our 9-acres and 20k from the Hall Property). This is clean, unbuildable material (topsoil). Agreement would be included in bid documents, but bidders could certainly use cheaper sites.
- Meeting (2/8) with Commissioner Chuck to discuss timing and scope of work of terminal users group committee.
- Building Permits were received on December 31 keeping the Traffic Impact Analysis intact.
- Still waiting for Pacific Habitat Services to submit the USACE NWP application and it should be issued within 45-60 days. Expedited since this has been reviewed for a third time. Permit is good for one year and extended for up to 5 more.
- Awaiting response back from NW Natural on the access agreement.
- Updated website to reflect new permit updates.

Grants:

- IFA Port Planning & Marketing Grant. Intake was approved. Will complete the actual application at the end of the month. There is a job certification requirements and Rondys and Teevin have submitted those signed forms. (\$60k grant + \$20k port = \$80k project).
- ConnectOregonVI – Application completed state review. Internal scoring middle of the pack. Will need to reassess financing opportunities. Presented to Marine Modal and Freight Advisory Committees. Continuing to respond to specific questions and issues.
- TIGER Grant – Pre-grant agreement reports and studies being refined. Planning to visit with Bob Brouhard during PNWA Mission to Washington in March to meet and discuss progress.
- Presentations to Cascades West City Managers Group (3/18), Connect Oregon CWACT (4/28). Making presentation to federal delegation staff on March 18th at the COG in Albany. Past presentations included Newport Rotary (11/12), Port of Newport Board of Commissioners (11/17), Cascades West COG (12/3), Newport Chamber (1/4), BOSS Radio (1/22), Lincoln City City Council Meeting (1/25), Lincoln County BOC (1/27), Connect Oregon Marine Modal Committee (2/18), attended Oregon Freight Advisory Committee (2/25).

Anticipated Future Board Actions:

- IFA Grant Application.....April 26, 2016
- City Dredge Material Removal IGAApril 26, 2016
- NW Natural Gas (for easements)April 26, 2016
- Rondys MOU (for easements, lease removal) June 2016
- Grant Administration ContractOct. 2016
- Project Management Contract.....Oct. 2016
- General Contractor Contract Jan. 2017

RECOMMENDATION

Informational only. None this month.

-###-

March 3, 2016

Scott Turnoy
ODOT Freight Planning Unit
555 13th St. NE, Suite 2
Salem, OR 97301-3871

RE: PORT OF NEWPORT INTERNATIONAL TERMINAL SHIPPING FACILITY
INFORMATION UPDATE

Dear Scott,

Thank you for the opportunity to respond to the Committee's questions.

1. WHAT IS THE LEVEL OF CERTAINTY FOR THE PROJECT TO PRODUCE
BENEFITS?

The Port of Newport has secured letters of commitment from two Oregon businesses (Teevin Brothers and Rondy's Inc.) that indicate immediate near-term certainty regarding private investment and job creation. Teevin is committed to an immediate investment of \$4,650,000 and Rondy's is committed to investing an additional \$4,500,000 for a new 40,000 square foot for-lease industrial/flex/warehouse building. Both investments would occur over the next 1 to 3 years, and offer the opportunity to retain/attract approximately 50 FTE jobs. (see Attachment A) Based upon Benefit Cost Analysis (see Attachment B) conducted by Todd Chase, FCS Group, the \$922,000 in annual average lease and tariff would be generated by a land lease to Teevin and net tariff income generated by nine annual Handysize vessel visits. These trips are generated from log imports from Canada that are currently importing to Olympia and Longview, Wash. and exports from Plum Creek/Hancock and smaller privately-owned forestlands. This net income would be used to repair the Port's commercial fishing docks and facilities. The current air draft under the Yaquina Bay Bridge is 133 ft. and the water draft at the west terminal berth is 35 ft. This is adequate for servicing Handysize vessels. (see Coos Bay Pilots letter Attachment C). There are a number of other quantifiable benefits of this project as well (see Attachment D).

2. DOES THE PORT OF NEWPORT HAVE MATCH FOR THE \$2-MILLION TIGER
GRANT?

The \$4-million Connect Oregon grant would serve as the match. USDOT will not release any TIGER funds until the full financing is obtained. USDOT indicated that they view this project as a "rural national priority." The Port has limited fund balances available to complete the \$6,533,000 project without federal and state grant assistance. In recent history, voters within the City of Newport approved a \$15,000,000 General Obligation bond that was used to remediate the environmental hazard and rebuild the current international terminal.

Upon receipt of Connect Oregon funds, the Port of Newport can begin construction this fall.

3. WILL THE FACILITY STILL BE USEFUL IF THE LOG EXPORT MARKET IS HIT BY ECONOMIC DOWNTURN IN CHINA?

We have a number of user commitments supporting the economic benefits to the state. Mary's River in Philomath states that this project "also enables companies like ours to *import* logs from other regions." (see Attachment E) Currently Western Red Cedar is imported from Canada into Olympia and Longview, Wash. In addition to log exports, this facility would be open to any product movement.

While the economic downturn in China has limited their overall annual growth rate to 7 percent, the consumer market in China is still growing at approximately 12 percent annually. Recent research by McKinsey, indicates that the middle and upper class in China continues to grow at double digit rates. As of 2015, China's middle class numbered 109,000,000 – exceeding the number of middle class in the United State for the first time in history.

The investments made in the Newport International Terminal Shipping Facility are considered to have long-term and near-term access to the expanding Chinese market, as well as other east Asian countries, such as Japan and Singapore. Advances in value added lumber manufacturing, such as production of cross laminated timber are expected to offer additional lumber-related products for export and coast wise shipping along the Western United States.

The related private development by Rondys of an industrial park will also serve water-dependent industrial businesses along the Central Oregon coast. Local operations by NOAA, Hatfield Marine Science Center, commercial fishing fleets, Georgia Pacific, and emerging seafood processing operations, such as DulseEnergy (maker of Oregon-grown red seaweed marinade) are potential users of this shipping facility with or without the timber element. (see Attachment F)

If you have any questions please don't hesitate to contact me at (541) 265-7758.

Respectfully,

Kevin M. Greenwood
General Manager

Attachment A: Private Sector Commitment
Attachment B: Benefit Cost Analysis
Attachment C: Coos Bay Pilots Association Letter on drafting requirements
Attachment D: Quantifiable Measures of Success
Attachment E: Mary's River Lumber Co. Import Letter
Attachment F: List of Supporters

ROGUE LEASE SECOND AMENDMENT AND OPTION TO LEASE

DATE: March 22, 2016

LESSOR: Port of Newport
A Port District duly authorized and existing under ORS 777.
600 SE Bay Boulevard
Newport, OR 97365

LESSEE: Oregon Brewing Company
An Oregon Corporation
2320 SE OSU Drive
Newport, OR 97365

This amendment (the "Amendment") to the Agreement for Lease of Business Premises dated July 1, 2007 and amended by Rogue Lease Amendment dated January 24, 2012 (the "First Amendment") is by and between Oregon Brewing Company, an Oregon corporation, hereinafter referred to as "Lessee", and the Port of Newport, a municipal corporation of the State of Oregon, hereinafter referred to as "Lessor".

Lessor leases to Lessee and Lessee leases from Lessor certain real property and improvements as shown on the attached Exhibit A1. Lessee desires to expand its leased footprint and requests to lease an additional 29,146 square feet, of property immediately adjacent to and east of the current leased property as shown in Exhibit A1 (the "Additional Footprint Area"). A portion of the additional footprint area (14,250 square feet, designated Phase 2) is subject to an option granted by Lessor to Lessee as provided below.

RECITAL

The Additional Footprint Area will be used to construct an additional warehouse with a maximum square footage of 43,396 sf to provide for product storage, additional cold storage, bottling equipment and brewing capacity; and a truck loading ramp and forklift dock; and incorporate additional employee and customer parking, to be used in accordance with Section 5 of the Lease.

The Lessee leases a total of 88,186 square feet for the brewery warehouse, bringing the total leased square footage upon construction and occupancy of both phases to 131,582 square feet, 14,250 square feet of which are subject to an option granted to Lessor to Lessee as provided below. Parties agreed in their January 24, 2012 amendment that the outside storage areas will be fenced by a six-foot chain link fence.

The Lessor and Lessee signed a Letter of Understanding (LOU) on January 26, 2016 to more clearly define roles and responsibilities associated with this Lease Option. The LOU is attached hereto as Exhibit B and by this reference incorporated herein.

The parties anticipate receiving the occupancy permit for Phase 1 as of December 1, 2016 and agree that the terms of this Lease Option will begin upon occupancy.

For determining the lease payment for Phase 1 and 2, the square foot rate is 20-cents per square foot per month. Other elements that are known include the square footage of Phase 1 and 2. Elements unknown at this time are the final cost of the offsite improvements and the start date of the executed option. Based upon these variables, an example of the lease payment scenario is provided:

SAMPLE OF LEASE PAYMENT SCENARIO

\$69,950	= Phase 1 annual lease amount
\$104,150	= Phase 1 plus Phase 2 annual lease amount
\$225,000	= port's portion of estimated offsite improvements

	Annual Lease Payment	Actual Payment to Port	Lease Abatement	Offsite Imp. Balance
2016	\$69,950	\$40,000	\$29,950	\$195,050
2017	\$69,950	\$40,000	\$29,950	\$165,100
2018	\$69,950	\$40,000	\$29,950	\$135,150
2019	\$104,150	\$40,000	\$64,150	\$71,000
2020	\$104,150	\$40,000	\$64,150	\$6,850
2021	\$104,150	\$97,300	\$6,850	\$0
2022	\$104,150	\$104,150	\$0	\$0

Lessor agrees not to apply a CPI to the annual lease amount for the entire brewery during the abatement period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

Grant of Option to Lease: Lessor hereby grants to Lessee an exclusive option (the "Option") to Lease the Phase 2, 14,250 square foot property in material accordance with the terms of this second amendment and option to Lease. In the event Lessee exercises the Option, as provided herein, the terms will be as provided herein.

The Option shall be exercisable by Lessee at its sole discretion, by executing and delivering to Lessor written notice of exercise during the period commencing with the Lessee Date of this Agreement and terminating on November 31, 2021. As consideration for the option to lease, Lessee agrees to perform as provided in the LOU.

The current Lease sections shall be amended as follows:

A. Section 1. Premises

The following language is hereby added to the end of the third paragraph of Section 1 as amended by the First Amendment:

“The Premises shall include the “Additional Footprint Area” shown in Exhibit A1, attached hereto and incorporated herein by reference.”

B. Section 2. Extension of Term.

The second paragraph of Section 2 of the Lease amended by the First Amendment is hereby reaffirmed in its entirety.

C. Section 3. Rent

Section 3.a of the Lease as amended by the First Amendment is hereby modified by adding the following language to the end of said Section 3.a:

In addition to the amounts above, from occupancy, Lessee shall pay to Lessor a base rent of SIXTY-NINE THOUSAND, NINE HUNDRED FIFTY AND 40/100 DOLLARS (\$69,950.40) per annum payable at the rate of FIVE THOUSAND, EIGHT HUNDRED TWENTY NINE AND 20/100 DOLLARS (\$5,829.20) per month, equal to 20 cents per square foot for the additional footage; payable in advance on or before the first day of each month thereafter during the entire term of this lease, as amended; and that the base rent on the brewery lease shall not be subject to increase based on the Consumer Price Index (CPI) as hereafter provided until the costs of the Port's portion of the offsite improvements have been abated.

Upon occupancy of the Phase 2 construction, Lessee shall pay to Lessor a base rent of ONE-HUNDRED-FOUR THOUSAND, ONE-HUNDRED-FIFTY AND 40/100 DOLLARS (\$104,150.40) per annum payable at the rate of EIGHT THOUSAND, SIX-HUNDRED, SEVENTY-NINE AND 20/100 DOLLARS (\$8,679.20) per month, equal to 20 cents per square foot for the additional footage.

Following the abatement plan identified in the Letter of Understanding, the Lessor agrees to receive \$40,000 annually (\$3,333.33 monthly) with the balance owed applied to the Port's portion of the offsite improvement costs. During this abatement period, Lessor agrees not to assess the Consumer Price Index (CPI) for the entire 131,582 sq. ft. brewery complex until the abatement is completed.

Upon completion of Phase 2, the total amount of base rent will be TWO-HUNDRED, SEVENTY-FOUR THOUSAND, FIVE-HUNDRED NINETY AND 36/100 DOLLARS (\$274,590.36) per annum; payable at the rate of TWENTY-TWO THOUSAND, EIGHT HUNDRED AND EIGHTY-

TWO AND 53/100 DOLLARS (\$22,882.53) per month; payable in advance on or before the first day of each month thereafter during the entire term of this lease, as amended; and that the base rent on the brewery lease shall not be subject to increase based on the Consumer Price Index (CPI) as hereafter provided until the costs of the Port's portion of the offsite improvements have been abated.

Once the Port's portion of the offsite improvements have been abated, the full amount of the lease rate will be subject to increase based on the Consumer Price Index (CPI) as hereafter provided.

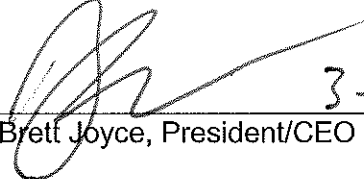
The Lease as herewith amended by this instrument shall continue in full force and effect subject to the terms and provision of this Amendment to Lease. This Amendment shall bind and inure to the benefit of Lessor, Lessee, and their respective successors and permitted assigns. This Amendment, in conjunction with the Lease and subsequent extension or amendments, sets forth the entire agreement between parties. All other terms and conditions of the original agreement remain in full force and effect as written.

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

LESSOR: Port of Newport

Kevin M. Greenwood, General Manager

LESSEE: Oregon Brewing Company

 3-4-16

Brett Joyce, President/CEO

EXHIBIT A1 – SITE PLAN PHASE 1 & 2/ADDITIONAL FOOTPRINT AREA

EXHIBIT B – LETTER OF UNDERSTANDING AND EXHIBITS

EXHIBIT A1

DRAWN BY : CHD
 CHECKED : RSB
 APPROVED : RSB
 Copyright 2016

PROPOSED STORAGE/ SHIPPING WAREHOUSE BUILDING
 FOR
 ROGUE BREWERY
 2320 OSU DRIVE
 NEWPORT, OR 97365

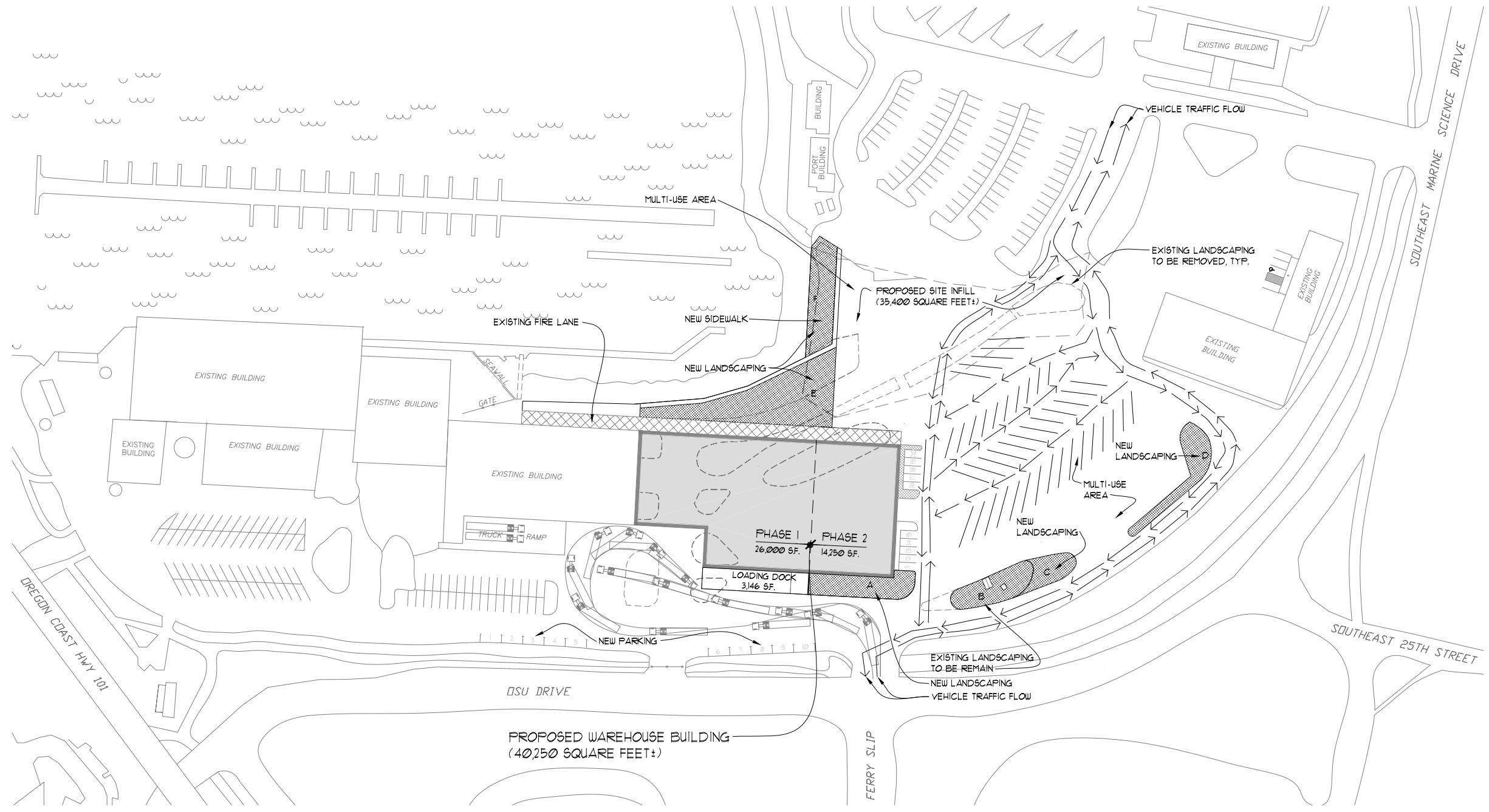
NO.	REVISIONS

REVISIONS

A PROFESSIONAL CORPORATION

2225 COUNTRY CLUB ROAD
 WOODBURN, OREGON 97071
 (503) 982-1211

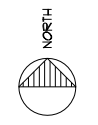
PROJECT NO.: 1419
 DRAWING NO.: A1
 DATE: FEB 04 2016



SITE DEVELOPMENT NOTES:

- PROPOSED WAREHOUSE BUILDING: 40,250 SQUARE FEET±
- LOADING DOCK: 3,146 SQUARE FEET±
- REQUIRED PARKING: 20 SPACES
- LANDSCAPING SHOWN: 21,805 SQUARE FEET±

9
 A1 SITE PLAN - PHASE 1 + 2
 1" = 60'-0"



PLOT DATE/TIME: DATE: 02/03/2016 TIME: 11:00 AM FILE: SITE PLAN 02.03.16

EXHIBIT B

Oregon Brewing Co.
Brett Joyce
2320 OSU Dr.
Newport, OR 97365

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

RE: Letter of Understanding

January 26, 2016

The Port of Newport ("Port") leases to Oregon Brewing Company ("Rogue") land located on the south waterfront in Newport, Oregon. Rogue wishes to lease from the Port, and the Port wishes to lease to Rogue additional land to further their collective business operations.

IT IS UNDERSTOOD THAT:

1. The Port and Rogue agree to be bound by the terms contained in this Letter of Understanding and agree to make Lease modifications as needed.
2. The Port will lease approximately 40,250 additional square feet to Rogue for Rogue's production operations, product storage, additional cold storage, packaging equipment and increased brewing capacity. The new building will include a truck loading ramp and forklift dock as shown in the attached Site Plan.
3. The parties agree that Rogue's construction work will proceed in two (2) phases:
 - a.) Phase I: Consists of Rogue constructing an approximately 26,400 square foot building. The costs associated with the construction of Rogue's building will be borne 100% by Rogue. Simultaneous with the construction of Rogue's building is the creation of a Multi-Use Area ("MUA") as set out in the attached Site Plan and #6 below. The cost sharing to create the MUA is set out in more detail below.
 - b.) Phase II: Consists of the Port leasing to Rogue an additional 13,850 square feet (approximately) of land so that Rogue may add to its Phase I structure following roughly the same description set out in #2 above. The Phase II addition is shown




in the attached Site Plan. The timing for the construction of Phase II to begin is at Rogue's discretion, but shall begin within five years of the date of this agreement. All costs associated with Phase II shall be borne by Rogue. Should Rogue not start construction within the five years set out in this agreement, Rogue shall lose the option granted it within the context of this agreement.

4. Rogue will retain licensed professionals for the creation and submission to the City of all required traffic, landscape and parking plans as well as utility, storm water, civil and structural plans for both Phase I and Phase II. The Port agrees to give concise and timely input to Rogue concerning these plans prior to the plans being submitted to the City for approval and permitting as it is Rogue's intention is to begin construction in the spring of 2016.
5. As part of Phase I Rogue agrees to create a MUA for the Port by bringing up to grade and topping the decommissioned boat launch ramp area south of Rogue's House of Spirits per the attached Site and Work Plans.
6. Rogue agrees to pay all upfront costs associated with the design, engineering and filling of the MUA, as well as the upfront costs associated with the below ground work of disconnecting/reconnecting electrical and plumbing. Rogue also agrees to pay all upfront costs associated with the design, engineering and construction of the MUA, and its curbs and any islands as required by the City. See attached Work Plan.
7. Concerning the installation of above ground fixtures for the ultimate use of MUA such as painting, striping, signage, electrical poles, picnic tables, RV hookups and the like, the Port agrees to contract for the work and pay 100% of these costs.
8. While Rogue agrees to pay all upfront costs associated with the MUA as set out in #6, it is agreed that Rogue and the Port will ultimately share those costs on a 51%-49% split, respectively, via a lease rent abatement schedule described below in Section 9. Once the MUA is completed Rogue will provide the Port with an itemization of all MUA costs. From those itemized MUA cost the Port and Rogue will agree to a lease rent abatement schedule.
9. Rogue will pay to the Port \$40,000 annual (\$3,333.33 per month) as the lease rent abatement payment for Phase I. Monthly payments will start when the City issues the Occupancy Permit for Phase I and will end when the lease rent abatement schedule is satisfied. Once the abatement schedule is satisfied Rogue will start making full lease rent payments for the entire brewery facility.
10. During the abatement period the entire brewery's annual Lease CPI increases will also be abated. There will be no accumulation and billing back of the abated CPI increases. However, when the abatement schedule is satisfied a CPI increase will be calculated and applied to Rogue's lease rent per the current Lease.




11. Rogue and the Port agree to develop and install a mutually agreeable mural(s) or decorative feature(s) on the south facing wall of the newly constructed warehouse building.
12. The Port and Rogue will work together and clarify Section 1 of the Lease, if necessary, concerning the siting of special events.
13. Rogue to provide a complete set of construction as-builts in hard copy and electronic format for the Phase I and Phase II upon completion.
14. Following completion of Phase 1 and 2 there will be no further properties available for Rogue expansion inside the South Beach Marina footprint (see attached); or until such time the Port of Newport completes a visioning plan that identifies available properties.
15. The Port agrees to sign any land use or building permit applications in conjunction with the Phase I and II expansions within five years of this agreement being signed.



Kevin M. Greenwood
Port of Newport

1/29/2016
Date:



Brett Joyce
Oregon Brewing Co.

2-2-16
Date:

Port of Newport

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

Rogue Expansion Cost of Work Allocation List ("Work Plan")

	Description	OBC-Rogue	Port of Newport	Shared
1	Building design, permit, construction, infrastructure, utilities, storm water system, landscape, irrigation, asphalt, traffic & parking stripping pertaining to building	X		
2	Boat ramp infill			X
3	Engineer design and specifications			X
4	City plan review fees, permit costs, and City system development charges			X
5	Structural bulkhead using riprap rock to match existing. Elevation length TBD			X
6	Demolition and removal/reuse of two landscape islands including concrete curbs at north & south sides of existing ramp			X
7	Demolition, crushing, reuse (as specified) of existing asphalt at ramp area			X
8	Excavation, fill, grading & compaction using onsite materials (as specified) and offsite sand material from PON south beach dredge disposal site as specified. The intent of the fill is to connect the north marina lot to the south dry camping lot at their perspective grades			X
9	Raise existing water, fire, electrical utilities including fire hydrant within ramp area			X
10	Installation of storm water catch basins, curbs and piping as specified. Pipe to tie into new manhole at northeast side of existing Rogue building. A catch curb will be needed at the west end of the infill along the entire length of the bulkhead wall			X
11	Demolition of three picnic bunkers located at the north landscape island			X
12	4" base & 3" asphalt at the entire infill area			X
13	Parking/traffic stripping at dry camping & new infill		X	
14	Sidewalks at infill area		X	
15	Landscape, irrigation, accessories at top of bulkhead wall (west end of ramp)		X	
16	Lot lighting, bollards, extra utility conduits		X	
17	Relocation of waste dump station		X	
18	90'x15'+/- Newport Image Mural - Design		X	
19	90'x15'+/- Newport Image Mural - Install	X		
20				

Parties initial



Serving the Maritime & Recreational Communities

Newport International Terminal (541) 265-9651

Newport Marina at South Beach (541) 867-3321



- 536 MOORAGE SLIPS 130 PERMIT PARKING SPACES FOR MOORAGE HOLDERS
- 110 MULTI USE PARKING SPACES
- DOTTED BLACK = MARINA / DOTTED YELLOW = OLD BOAT LAUNCH FILL
- DOTTED BLUE = REMAINING DEVELOPABLE MARINA PROPERTY
- SINGLE LINE RED = ROGUE PHASE 1 AND 2 EXPANSION
- SOLID BLACK = DREDGE SPOILS, YBFP, EMPTY LOT, NOAA

Kg
R

ROGUE EXPANSION HISTORY

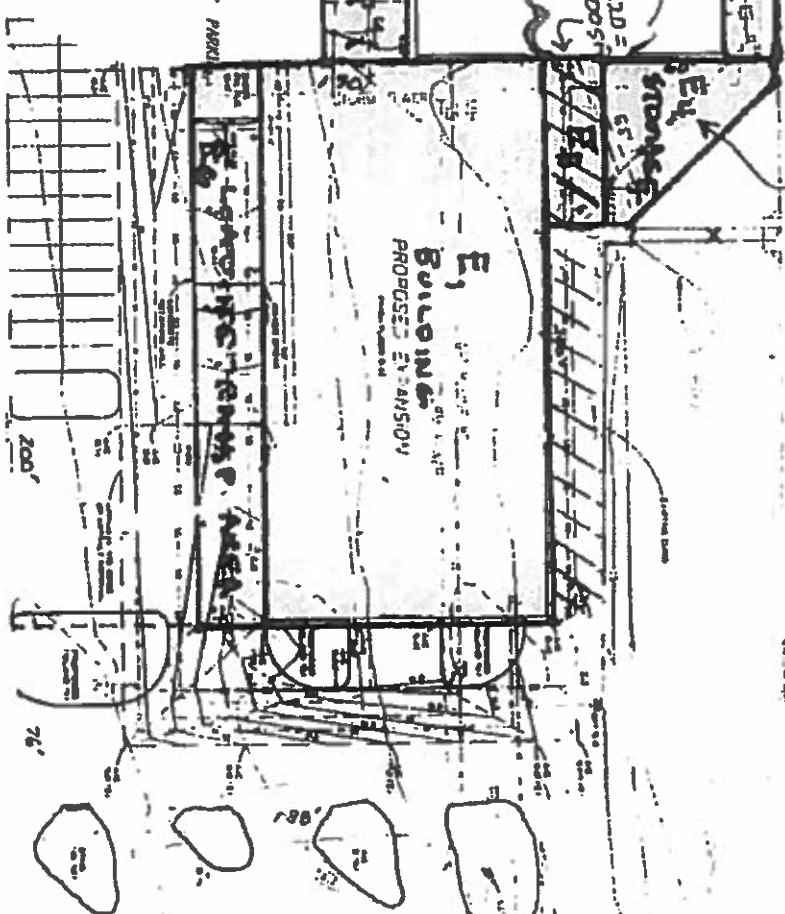
DIAGRAM	DESCRIPTION	YEAR	LENGTH	WIDTH	SQ FT	ROGUE MEMO	DIFF	PROJECT	1982 (CONTRACT)	1994 (CONTRACT)	1997* (CONTRACT)	2002 (CONTRACT)	2005 (CONTRACT)	2007 (CONTRACT)	**2012 (CONTRACT)	CUMULATIVE SQ FT
A	Partial Warehouse	1982	69.5	99.8	6934.0			6934.0	6934.0	6934.0		7000.0	7000.0	7000.0	7000.0	6934.0
B	Complete Warehouse	1984	173.2	100.0	17314.8	Main Bldg 24200.0	48.82	17314.8		17323.0	24200.0	17200.0	17200.0	17200.0	17200.0	24248.8
C	Sand Pit	1997			11687.7	W. Lot & Boiler Rm 9750.0	1937.70	11687.7		11828.0	11800.0	11800.0	11800.0	11800.0	11800.0	35936.5
D1	New Construction	2005-2007	100.4	110.0	11049.4	Phase 3 10710.0	339.40									46985.9
D2	New Construction	2005-2007	123.4	60.4	7453.4	Phase 2 7500.0	-46.64									54439.3
D3	New Construction	2005-2007	56.2	60.2	3384.4	Phase 1 3465.0	-80.64	21887.2						20000.0	20000.0	57823.6
E1	Building	2012	200.0	90.0	18000.0	Phase 4 20000.0	-2000.00									75823.6
E3	Keg Storage	2012	96.0	20.0	1920.0	Keg Area 1920.0	0.00									77743.6
E2	Storage (ph1)	2012	96.0	21.0	2016.0								2016.0			79759.6
E4	Storage	2012			1950.0											81709.6
E5		2012	65.0	20.0	1300.0	North Boneyard 5266.0	0.00									83009.6
E6	Loading Ramp	2012	200.0	35.0	7000.0	Ramp 5200.0	1800.00	32186.0							32186.0	90009.6
					0.0											90009.6
					0.0											90009.6
					90009.6	88011.0	1998.6	90009.7	6934.0	36085.0	36000.0	36000.0	38016.0	56000.0	88186.0	
									\$2,400.00	\$3,766.75	\$7,094.00	\$6,570.00	\$6,814.93	\$8,235.00	\$13,388.00	
					90009.6	-1998.6=	88,011.0		\$0.35	\$0.10	\$0.20	\$0.18	\$0.18	\$0.15	\$0.15	
											*contract specifies 11800 @ 15 and 24200 @ 22 approx. 2:3 ratio	≈.204/sf warehouse ≈.136/sf land	≈.204/sf warehouse ≈.136/sf land	≈.181/sf warehouse ≈.121/sf land	≈.201/sf warehouse ≈.133/sf land	

SOUTH BEACH MARINA

ASPHALT PAVING LOT

ASPHALT PAVING LOT

ASPHALT PAVING LOT



96' x 21' = 2016'

$60 \times 65 = \frac{3,900 \text{ SQ FT}}{2} = 1,950$

1,950 SQ FT

PROJECT FOR -	PORT OF NEWPORT
LOCATED IN -	THE NORTH 1/2 OF SECTION 12, T11S, R11W, VA 01-0-117
DATE -	JAN. 08, 2007
SCALE -	1" = 30'
JOB NUMBER -	201-2021
DRAWN BY -	R.L.J.
CHECKED BY -	AB
VERSION #	1

DSI
DENISON SURVEYING, INC.
200 SV ANGLE ST.
NEWPORT, OREGON 97365
(503) 265-9208

RS

OLD BUSINESS AGENDA ITEM

DATE: 3/22/2016
RE: Approve Grant Application for Infrastructure Finance Authority Port Planning and Marketing Fund
TO: Port of Newport Board of Commissioners
ISSUED BY: Kevin Greenwood, General Manager

BACKGROUND

The attached grant application will cover pre-construction soft costs related to federal grant requirements. This program is not eligible to cover engineering design and/or specs, construction management or grant administration. This program can fund surveys and reports that have a longer shelf life that can be used for planning and marketing purposes. The anticipated activities and costs are as follows:

Geotechnical Investigation	\$21,000	Engineering/Architecture
Topographical Survey	\$10,500	Engineering/Architecture
Engineering Report	\$14,000	Engineering/Architecture
Cultural & Historical Report	\$14,000	Environmental
National EPA Report (Cat. Ex.)	\$14,000	Environmental
Market Strategy	\$18,500	Marketing
Ownership Review	\$1,500	Legal
TOTAL	\$93,500	

RECOMMENDATION

MOTION TO APPROVE THE APPLICATION FOR AN I-F-A PORT PLANNING AND MARKETING GRANT AND AUTHORIZE THE GENERAL MANAGER TO SIGN THE GRANT AGREEMENTS

-###-

Response to Opportunity/Problem

Briefly describe the major alternatives considered to address this opportunity or problem:

Alt. 1 - use limited Port cash reserves for eligible pre-construction activities. Would result in less cash available for bricks-and-mortar construction. Alt. 2 - lack of producing pre-construction activities could result in the loss of TIGER grant funding and make applications for other financing look less complete.

Detailed Project Description

Clearly describe the proposed project work to be accomplished:

Grant funds would be used to pay for planning documents that could be used as support for federal grant applications. Though engineering, bid development, construction management and grant administration reimbursement are not allowed through this program, other survey/reporting work that would include: topographic survey, geotechnical investigation, engineering reports (similar to the Port of Garibaldi report), cultural and historic resources assessment, market strategy development, and NEPA review. These documents would have a long life span and provide support for various funding opportunities.

Project Work Plan

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Geotech/Topo Survey Work	Jun 1, 2016	Jul 1, 2016
Cultural resource assessment	Jun 1, 2016	Jul 1, 2016
Phase 1 ESA	Jun 1, 2016	Jul 1, 2016
Board Meetings/Public Involvement	Jul 1, 2016	Nov 1, 2016
Market Strategy Development	Aug 1, 2016	Oct 1, 2016
Engineering Report	Aug 1, 2016	Sep 1, 2016
NEPA Review	Sep 1, 2016	Nov 1, 2016

Estimated First Draw Date: Jul 1, 2016

Project Budget

IF THIS APPLICATION IS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OR SAFE DRINKING WATER REVOLVING LOAN FUND (SDWRLF) PROGRAM FUNDING, PLEASE SKIP THIS BUDGET TABLE AND COMPLETE THE PROJECT BUDGET INCLUDED IN THE PROGRAM-SPECIFIC APPLICATION SUPPLEMENT FORM.

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	Source 2	Funds	
Engineering/Architecture	\$34,125	\$0	\$11,375	\$45,500
Construction	0	0	0	0
Construction Contingency	0	0	0	0
Land Acquisition	0	0	0	0
Legal	1,125	0	375	1,500
Construction Management				0
Other Environmental/Culture	21,000		7,000	28,000
Other Marketing	13,875	4,625		18,500
Other (Specify)				0
Other (Specify)				0
Totals	70,125	4,625	18,750	93,500

Details of Non-IFA Funds

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
Port of Newport Construction Fund	\$18,750	C	1-Jul-15
Totals	18,750		

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing. n/a

General Certification

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

- 1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
- 2. Signature authority is verified.

Check one:

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

The department will only accept applications with proper signature authority documentation.

Signature	March 21, 2016
Kevin M. Greenwood	Date
Printed Name	General Manager
	Printed Title

FOR IFA USE ONLY

Concept Number	Intake Approval Date
----------------	----------------------

Project Type:

- Planning Construction Other:
- Design Design & Construction

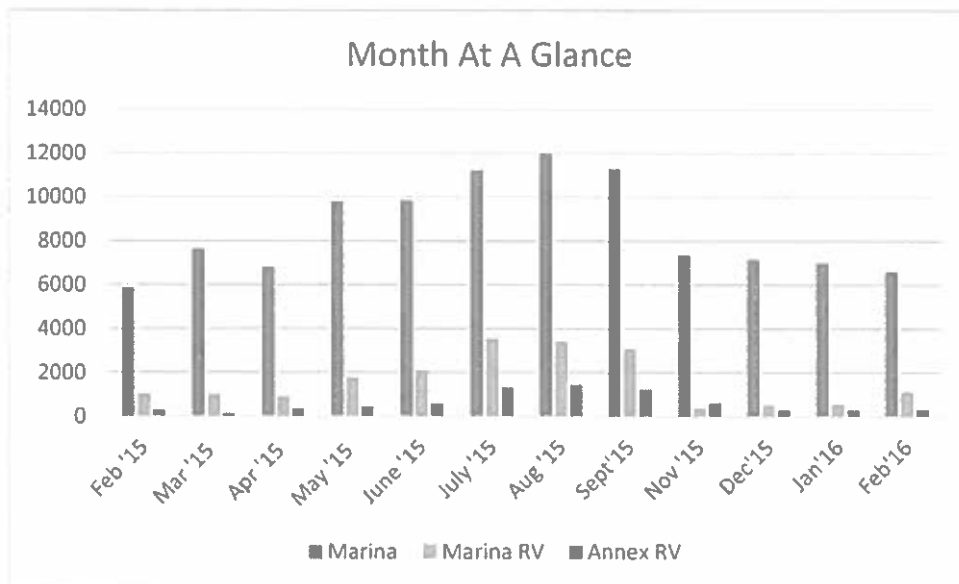
February 2016 Occupancy Report

To: Port of Newport, Board of Commissioners
 From: Penny, South Beach Marina & RV Parks
 03/15/16

Seafood & Wine Festival attendees filled both RV parks and dry camping to maximum capacity. Clement mid-month temperatures attracted campers and boaters to our facility generating record occupancy numbers for February.

Slip rentals for the upcoming sport season have been on the rise. In February we signed up 7 new monthly and 3 new long term moorage holders. Two of the long term contracts were signed up at the Portland Boat Show.

Feb	2015	2016	Change		YTD 2015	YTD 2016	Change
Marina	5884	6601	12.19%		12,675	13,586	7.19%
Marina RV	1028	1114	8.37%		1,461	1,687	15.47%
Annex RV	323	359	11.15%		561	685	22.10%



GENERAL MANAGER MONTHLY REPORT

DATE: 3/22/2016
RE: March Regular Meeting
TO: Port of Newport Board of Commissioners
ISSUED BY: Kevin Greenwood, General Manager

STATEMENT OF ECONOMIC INTEREST

All commissioners should have received an automated email at their .portofnewport.com address from OGE as of March 15th. Officials must submit the information online ONLY within 30 days on or by April 15th. If you are having issues with the website or have any questions, please let Karen or myself know.

PORT OF NEWPORT INTERNATIONAL TERMINAL USERS GROUP COMMITTEE

Continuing to work on developing a resolution stating the committee's purpose, etc. Hope to have something in next month or two.

ROGUE HOUSE OF SPIRITS LEASE EXTENSION

Included in your packet is a letter from Rogue exercising their ten-year option on the House of Spirits. Brett Joyce has indicated that he has some plans for the building and I'm looking forward to hearing more.

BUDGET PROCESS

Management has been working with facility managers and working on budget. This has pushed many projects back as we have asked managers to be much more involved in their budgets compared to previous years.

PNWA CONFERENCE / FEDERAL LOBBYING EFFORTS

CONFERENCE AGENDA

Sunday, March 13th (all events in the Sofitel Hotel)

6:00 – 8:00 pm Mission Strategy Session and Welcome Reception

Monday, March 14th (all events in the Sofitel Hotel)

8:15 – 9:15 am Breakfast and Kick-off speaker

9:15 – 12:15 pm General Session

12:15 – 1:30 pm Luncheon and Speaker

1:30 – 4:00 pm Silver Springs, Maryland to visit with NOAA Officials

5:00 pm Rep. Kurt Schrader and Zach Stokes

Tuesday, March 15th (daytime events in the Sofitel Hotel, evening reception on Capitol Hill)

8:15 – 9:15 am Breakfast and Speaker

9:15 – 12:15 pm General Session

12:15 – 1:30 pm Luncheon and Speaker

2:00 – 3:30pm US Dept of Transportation (TIGER Grant Team Officials)
4:00 – 4:30pm Sen. Merkley and Becca Ward and BJ Westlund
5:00 – Rep. DeFazio
6:00 – 8:00 pm PNWA Taste the Northwest Reception (PNWA members arrive by 5:30 pm)

Wednesday, March 16th (breakfast in the Sofitel Hotel, meetings on Capitol Hill)

7:00 – 7:45 am Continental breakfast
7:00-7:45 am Oregon Port Caucus Breakfast
7:45 am Depart for House Meetings
8:15 am – 5:00 pm Meet with Northwest House Delegation (boxed lunch will be provided)

Thursday, March 17th (breakfast in the Sofitel Hotel, meetings on Capitol Hill)

7:00 – 8:00 am Continental breakfast
7:00 – 8:00 am Inland Ports & Navigation Group Meeting and Breakfast (IPNG members only)
8:00 am Depart for Senate Meetings
8:30 am – 12:00 pm Meet with Northwest Senate Delegation
12:00 – 1:30 pm Mission Review (boxed lunch will be provided)
1:30 pm PNWA Mission to Washington adjourns

YAQUINA BAY FRUIT PROCESSING

Included in your packet is a letter to Harry Noah reaffirming the lease arrangement as Yaquina Bay Fruit closes their operation in Newport. Though processing will end by the end of March, I did grant Mr. Noah some time to complete the removal of personal property. If it's not completed by mid-April, a daily rate will be backdated to the first of April. Rick will conduct a full walk through before receiving the keys.

DulsEnergy continues to express an interest in the facility and I've met several times with Chuck Toombs and his team. Included in your packet is an assessment from the County on the YBFP parcel. The assessment does not include the vacant land to the east of YBFP, which includes another 2 acres or so. The larger the parcel, the RMV drops a bit. For the YBFP parcel, the land RMV is \$707k. Normally land managers want to see a capitalization rate of 10% or \$70k.

Regardless, Mr. Toombs has some work to do before getting to a lease. The following items have been requested from DulsEnergy: (1) business plan, (2) 5-year proforma, (3) preliminary design and cost estimate for extending the Hatfield Marine Science Center water intake line to the YBFP property.

There are grants and low-interest loans available from the state and USDA which could go toward the infrastructure installation. We're guessing it's in the \$150k range. Clearly the loan payments would be added on to the lease payments. I have found some programs that could help bring the costs down, but some of the earlier issues will need to be addressed.

A separate agreement will be required between the Port (and its tenant) and HMSC allowing the use of bay water. More to come...

USACE LEASE UNDER BRIDGE

The US Army Corps of Engineers (USACE) is looking to refine our lease for the south beach day use area to the west of Rogue and under the Yaquina Bay Bridge. The problem arose when the condos were built and their landscaping was placed within the Port's lease. USACE is willing to adjust the lease to back that area out, but when we looked at the actual lease boundaries there was a significant area that really isn't much use to the Port. We have submitted a recommended new boundary which is significantly smaller than the current boundary. The area in question is the grass, restrooms, picnic bunkers and kiosks next to Rogue. (see attached map of South Beach Day Use Area.)

OTHER

- The Sea Lion Dock Association is continuing to fundraise for the viewing platform that the Commission required as part of the floating dock structure. Discussed matter with City Hall and it looks like they may chip in.
- The Port attended the Salt Water Sportsmen's Show at the Oregon State Fairgrounds in Salem February 27 and 28, 2016. We had excellent response and it appears that mid-Willamette Valley fishers are excited to get back down to the coast.
- Annual employee performance evaluations are in the queue.
- Karen Hewitt has completed her notary training and is now able to notarize documents. We plan on certifying a second employee as back up.
- Please note change for the June regular meeting. The meeting would normally be June 27th, but I'll be out of town that week. Just wanted to make sure that June 21st works for everyone.
- The Lady Washington and Hawaiian Chieftain will be in Port from May 18, 2016 to June 1, 2016. Lady Washington draws 11 feet, is 112 feet long overall, and requests a 250volt/50amp hookup. Hawaiian Chieftain draws 5 feet, 6 inches, is 103 feet, 9 inches long overall, and requests a 250volt/50amp hookup.

-###-

Lincoln County Property Report

Account # & Prop. Info		Account Details		Owner & Address	
Account #:	R519104	Neighborhood:	S177	Owner and	PORT OF NEWPORT
Map Taxlot:	11-11-17-A0-00400-L5	Property Class:	301	Mailing Address:	% YAQUINA BAY FRUIT PROCESSORS LLC LEASE 2000A MARINE SCIENCE DR NEWPORT, OR 97365
Tax Map:	11s11w17A			Site Address(es):	2000 SE MARINE SCIENCE DR
Web Map:	View Map				
Info:	TWNShp 11, RNg 11, TRACT LEASE ONLY, M-8382				
Tax Code:	124				
Acres:					

Improvements								Value History				
Description	Area	Yr Built	Found	Heat	Plumb	BDMS	Value	Year Imp.	Land	Total Market	Total Assessed	
MAIN AREA	0 sq ft						\$97,330					
Foundation Code List Heating/AC Code List Plumbing Code List								2015	97,330	707,600	804,930	211,090
								2014	97,330	704,900	802,230	204,950
								2013	101,250	704,900	806,150	198,990
								2012	113,810	107,390	221,200	193,200
								2011	126,370	119,370	245,740	187,580
								2010	126,370	119,370	245,740	182,120
Sales History								No Sales Data				

Land				Related Accounts			Disclaimer
Description	Acres	Market Value	Special Use Value	R130167	R502338	R505632	This report was produced using the Lincoln County assessment information. This information is maintained by the county to support its governmental activities. The County is not responsible for errors, omissions, misuse or misinterpretation. Tax data exported 10/2015.
COM DEV BAYVIEW SITE	2.58	696,600		R505636	R505637	R521451	
IND SITE		11,000		R521465	R523268	R523269	
DEVELOPMENT				R526167	R526311	R527770	
				R530120	R530188		
Today's Date: 03/11/2016							



600 S.E. BAY BOULEVARD

NEWPORT, OREGON 97365

(541) 265-7758

FAX (541) 265-4235

March 10, 2016

Yaquina Bay Fruit Processors, LLC
Harry Noah, President/Owner
141 NW 57th Street
Newport, OR 97365

Harry,

Per your conversations with myself and with Rick Fuller, this letter is to confirm that all operations at Yaquina Bay Fruit Processors will cease prior to the end of the lease term, March 31, 2016. You will be permitted some additional time, if needed, to complete the removal of your property from the premises and complete any necessary clean up or repairs. You may take up to Thursday, April 14, 2016, to complete this removal and turn the keys over to the Port. Prior to your vacating the property, please call Rick Fuller to arrange for a walkthrough inspection.

Should you not complete the vacation and key return by 5:00 pm on Thursday, April 14th, you may take additional time up to and no later than April 15, 2016. Should this additional time be required, you will be charged a daily rental fee of \$85.00, backdated to April 1, 2016 up to and including the date the vacation and key return is complete. There has been some interest from potential tenants in leasing the property.

For your reference, I am sending you a summary of the lease termination terms included in your lease. I thank you for your relationship with the Port in the past and look forward to a clean termination of your occupancy. I wish you the best in what the future holds for you.

Sincerely,

Kevin M. Greenwood
General Manager, Port of Newport

/kh

cc: Port of Newport Commissioners
Rick Fuller, Director of Operations

MEMORANDUM

TO: HARRY NOAH, PRESIDENT/OWNER, YAQUINA BAY FRUIT PROCESSORS, LLC
FROM: KEVIN M. GREENWOOD, GENERAL MANAGER, PORT OF NEWPORT
SUBJECT: LEASE TERMS REGARDING TERMINATION OF OCCUPANCY
DATE: MARCH 10, 2016
CC: PORT OF NEWPORT COMMISSIONERS
RICK FULLER, DIRECTOR OF OPERATIONS

Although this memo does not represent the Lease in full nor any terms that may apply, this is a summary of terms which are anticipated to be of particular concern at the termination of the Lease.

COMMERCIAL LEASE DATED MAY 20, 2014

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(3) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(4) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord. Consent shall not be unreasonably withheld.

(5) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of Tenant's business. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law and the term Hazardous Substance shall have the meanings given in Section 10.3.

Section 4. Repairs and Maintenance

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) As needed, repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing of all buildings from the point of entry to the Premises.

(2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 5.1.

(3) Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of Tenant's improper maintenance.

(4) Any repairs or alterations required under Tenant's obligation shall comply with all laws and regulations.

(5) All other ordinary maintenance and repairs to the Premises which Landlord is not required to make under Section 5.1.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations including removal or demolition of any buildings or structures on the Premises of any kind without first obtaining Landlord's written consent for which such consent shall not be unreasonably withheld. Following such approval, all alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

5.2 Ownership of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed and Tenant agrees to report any area on the premises which may suffer any damage as a result of removal of any of Tenant's items.

...

Section 14. Surrender at Expiration

14.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in as good a condition as the premises were at the commencement of Lease, less normal wear and tear and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

14.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at 18% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

14.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 100 percent of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

Section

15. Miscellaneous

15.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination.

NEWS FROM
LINCOLN COUNTY HISTORICAL SOCIETY
545 SW Ninth Street, Newport
CONTACT: Laura Rose, Museum Outreach, 541-265-7509
RELEASE DATE: WEDNESDAY, MARCH 9, 2016

PROP STREETScape PROJECT GAINS PROPULSION

Renovation work at the Lincoln County Historical Society's Pacific Maritime Heritage Center moved forward this week in spite of the rainy weather. A crew from "Penetrations Concrete Cutting" fired up their diamond blade saws and went about cutting the triangular-shaped 12-foot tall retaining wall on Bay Boulevard, just below the museum, down to size. Up until the early 2000s this wall surrounded the old Smuggler's Cove waterwheel. The waterwheel, driven by the spring on the hillside above, functioned as an attention getting device for the nightclub. The wood waterwheel had long ago deteriorated and had become a safety hazard.

Planning by the museums' Director, Board of Directors, and Building Committee for a new attention getting device and improved museum signage on this strategic lot have been going on for at least a couple years. Historical Society plans call for the installation of a giant 14-foot prop removed from the CW Pasley, loaned by the Port of Newport. The C.W. Pasley, a World War II concrete hull liberty ship was purposely sunk in the late 1940s to become part of the old International Shipping Terminal. The port removed the old Pasley in a major renovation of the dock.

Planning for this very unique and challenging project has been complicated by the fact that the Historical Society owns part of the lot and the City of Newport owns the other. Executive Director Steve Wyatt has found the project an interesting challenge, "There just aren't any consultants who can tell you how to negotiate a loan for a 14-foot prop weighing several tons, and install it safely and economically in a public area that is owned by two parties." Armed with a

recently issued building permit, a grant from the City of Newport Tourism Fund, matched by the Doerfler Family Trust, tangible work is proceeding. All renovation work at the Maritime Center is done on a pay-as-you-go basis, incurring no debt.

The old wall extended far above ground level, partially concealing the museum from street view. A total of 2.5 feet was cut from the top. Removal of the west wall and a bit off the east wall should be completed in the next day or so. If all goes to plan the project may be complete by the end of the year.

The wall cutting is the first highly visible component of this project. Currently an engineer is designing a stand for the prop. The students in the Stone Masonry Program at the Angell Job Corps, headed by Mark Roddy, will be installing a natural stone façade over the reshaped concrete wall. Signage for the museum, a large anchor from a NOAA vessel, and a pedestrian friendly walkway will also supplement this streetscape project.

Fundraising and renovation work is also ongoing for the lower floor of the Heritage Center, which will include the Doerfler Family Theater. For more information call the Society at (541) 265-7509, or visit their website oregoncoasthistory.org or on Facebook, "Lincoln County Historical Society Newport Oregon"

-###-

Pacific Maritime Heritage Center Pedestrian Entry

Concept Development




Produced by **Serina Adams M.A.**
Newport, Oregon
August 25, 2015



South Beach Day Use Area

Lincon County, OR

Range 11 W, Township 11 S, Section 17

 Yaquina Bay and Harbor (Tract A)

