

**PORT OF NEWPORT COMMISSION TRAINING SESSION**

Tuesday, January 24, 2023, 4:30 p.m.  
South Beach Activity Room  
2120 SE Marine Science Dr.  
Newport, OR 97365

*This will be an in-person meeting for training purposes. No action will be taken.*

**AMENDED PORT OF NEWPORT COMMISSION REGULAR MEETING**

Tuesday, January 24, 2023, 6:00 p.m.  
South Beach Activity Room  
2120 SE Marine Science Dr.  
Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the livestream of this meeting on our website: <https://www.portofnewport.com/2023-01-24-commission-meetings-2023-january-24-2023-6-00-p-m>*

*Anyone interested in making public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, January 23, 2023: <https://www.portofnewport.com/2023-01-24-commission-meetings-2023-january-24-2023-6-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

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

**IV. Consent Calendar**

**2022**

- A. Minutes.....December 20.....Page 3
- B. Financial Reports.....Page 6
- C. Accounts Paid.....Page 23
- D. Acceptance of Annual Report.....Page 26

**V. Old Business**

- A. Items Removed from Consent Calendar
- B. NOAA Emergency Power Agreement Renewal – *Bretz* .....Page 30
- ~~C. Approval of MOU with the City of Newport – *Miranda*~~

**VI. New Business**

- A. Approval of Additional Sediment Sample Testing in South Beach Marina – *Bretz*..Page 38

**VII. Staff Reports**

- A. General Manager – *Miranda*.....Page 39
  - 1. Director of Finance & Business Services – *Brown*.....Page 43
    - December Occupancy Report.....Page 48
  - 2. Director of Operations – *Bretz*.....Page 49

**VIII. Commissioner Reports**

**IX. Calendar/Future Considerations 2022**

- SDAO Conference.....Feb. 9-12, 2023
- Presidents Day – Port Office Closed.....Feb. 20, 2023
- Next Commission Meeting.....Feb. 28, 2023
- PNWA Mission to Washington.....March 19-23, 2023

**PORT OF NEWPORT COMMISSION MINUTES**

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

The Port of Newport Commission met on the above date and time at the South Beach Activity Room, 2120 SE Marine Science Dr., and virtually via Microsoft Teams. In attendance were Commissioners Lackey, Burke, and Chuck. Commissioners Sylvia and Retherford were excused. Also in attendance were General Manager Paula Miranda, Operations Director Aaron Bretz, Administrative Assistant Gloria Tucker, and PR Consultant Angela Nebel. Visitors from the public included Rex Capri, Larry Osborne, and Paul Zellman.

**PUBLIC COMMENT**

Capri stated he wanted to talk about the Newport International Terminal. He noted some years ago, a project was undertaken to revive and diversify that facility at quite an expense. He indicated the Port is still paying on it. He added it is probably one of the most valuable assets of the Port. He stated he thinks it is vastly underutilized. He noted it's mainly used by one user group. He asked if it has the biggest liability of any Port asset. Miranda replied there are no losses, no liability, beyond what's covered by insurance.

Capri asked if there is still a debt. Miranda replied the Port didn't just improve the terminal, but mostly undertook environmental work that had to be done because of a leak. She explained the Port did borrow some funds from Business Oregon and issued a bond. She noted the Port is still paying for that. She added at this point, the International Terminal is not losing money, it just could do better. Capri suggested the Commission prioritize any necessary improvements to the terminal and prioritize new users to that facility.

Burke thanked him for input. He noted grants that the Port has applied for, and that outreach continues to other potential users. Miranda added getting equipment for opportunities is the biggest problem.

**CONSENT CALENDAR**

MOTION was made by Chuck, seconded by Lackey, to approve the consent calendar as amended. The motion carried unanimously in a voice vote.

**OLD BUSINESS**

**Approval of Rondy's Lease Amendment.** Burke introduced the agenda item. Miranda reported staff have not been able to remove the dredge material on the Rondy's property. She explained that property's lease is one dollar per year, and the benefit they receive is the taxes. She noted Bretz has been trying to get a contractor to take the materials out, but they won't be able to do anything until after February. She indicated she asked Rondy's to extend another six months, and they were amicable. She added if the Port extends after that, they will likely want to charge more money.

MOTION was made by Lackey, seconded by Chuck, to authorize the General Manager to execute the third lease amendment as presented. The motion carried unanimously in a voice vote.

### **NEW BUSINESS**

**Appointment of Budget Committee Members.** Burke introduced the agenda item. Miranda reported the Port was one committee member short last year, and two more openings have occurred. She noted three folks have applied, Paul Zellman, Larry Osborne, and Carol DeLong. She indicated their letters of interest are included in the packet. She added the Commission needs to appoint them to terms that expire at different times. The Commission thanked them for their interest and participation.

MOTION was made by Lackey, seconded by Chuck, to appoint Larry Osborne and Carol DeLong, for terms expiring in 2024, and Paul Zellman, for a term expiring in 2025, to the Port of Newport Budget Committee. The motion carried unanimously in a voice vote.

### **STAFF REPORTS**

**General Manager.** Miranda reported this has been a short month with holidays and moving up the meeting, but that doesn't mean staff haven't been doing a whole lot at the Port. She stated folks at South Beach have completed several repairs at the docks. She noted she entered into permits for the Seafood and Wine Festival, and the RV Park is already full. She explained this year the event is February 23-26. She indicated she also gave a permit to Ardor Adventures who do a bunch of races through Port property. She added the Port grants those in exchange for sponsorship.

Miranda reported staff continue working on dredging permits for the International Terminal and NOAA. She stated Bretz believes the Port will be able to get the work done in this water window. She noted the Administration Building has been delayed, and she doesn't know if she has the latest information. She indicated there is a chance the Port will not be able to get the building completed until the very end of January. She added there have been more delays on the electrical parts.

Miranda reported staff were scheduled to move on January 20, but chances are that will change. She noted she was thinking about changing the Commission meeting, but it is best to keep it January 24. She stated the Port is also having some issues trying to get pavement done in the winter. She indicated the commercial marina's dock assignment has been mostly completed. She added this is something that has been desired for a long time. She explained staff put out lots of announcements so that visitors from other areas can see the change. She stated the Port doesn't have any obligation to provide space to folks who do not have a moorage assignment.

Miranda reported there have been coordination meetings between the Army Corps and the consultant on Port Dock 7. Bretz reported staff have been getting DOWL up to speed on what the Army Corps has accomplished and working toward on the Section 107 project, which is to establish the channel. He stated the Port has benefited from their survey work within its project area for Port Dock 7. He explained the Army Corps are as concerned with the Port project progressing as they are with theirs. He indicated he is contacting Port Dock 7 users and future users so they can give some input into the plan. He added he talked with non-fishing interests over there. Miranda added the project is not to the communication piece yet. She explained staff are just trying to engage with consultant, and there will be meetings scheduled that will include all the

users, including the Oregon Boating Foundation and Yacht Club. She emphasized they will be included in the process.

Miranda reported Port Dock 5A repairs are underway, and staff completed repairs to 5C. She stated at the International Terminal, the RORO Dock piling assessment is complete, and staff are coming up with a repair plan. She noted it will most likely fit on next fiscal year's budget, unless there is something absolutely necessary to fix. She indicated she has been entertaining folks who might use the terminal, some related to wave energy and some forestry industry. She added wave energy is waiting on timing, and forestry is waiting on equipment.

Miranda reported last year, companies tried to rent equipment and couldn't, but they will try again this summer. She noted the Port was not successful in its grant application with the Maritime Administration for equipment but will keep on trying. She indicated financial reports and project reports are included in the packet.

Chuck confirmed with staff Ronly used all the dredge spoils they need. Miranda noted at this point in time, most of the stuff there is not usable for construction. Bretz added the city took about 1,000 yards<sup>3</sup> this year. Miranda noted the Port tried to advertise it as free, but people are not interested. Chuck asked if the Port has to pay the DSL royalty. Bretz replied it's been paid in full. Lackey asked if staff can cold call municipalities or construction companies. Bretz replied he has done that, but more can be done.

Chuck noted NOAA has four vessels and asked if the dredging would be an issue. Bretz replied it's out for bid now, and that's everyone's concern. He stated when dredging is closer, if they haven't moved and permits are in place, staff will ask the Army Corps for an extension. He explained it takes five or six days to do the dredging, but there is a short window. Miranda stated the Port has an obligation under its lease to maintain the berth, but NOAA knows when that window is, and either they have to work with the Port or waive it. Chuck added that agency put that window in.

Chuck asked if staff see eel grass habitat becoming more and more an impediment to future dredging. Bretz replied the Port Dock 7 project will be a good litmus test. He noted there are a couple of challenges. He explained there are many different opinions on what successful mitigation is. He stated the root of the challenge is that there is not a lot of good information on how to create eel grass habitat on the west coast. He noted it would make sense if the permitting agencies allowed for people to start building that information as a part of mitigation; contribution to the picture of how to fix the problem of eel grass habitat should be part of mitigation. Miranda stated it's a moving target, and it depends on who is handling the agency at the moment. She noted when it comes to the environment, everyone wants to be the one with the good idea and push for more restrictions. She added she brings this up a lot at Pacific Northwest Waterways Association, PNWA.

Chuck stated replacing docks may allow more eel grass to grow, and he doesn't want the Port to shoot themselves in the foot. Miranda replied it's like creating a ditch that becomes a wetland, and that's why ports need folks like PNWA to keep working in Washington, DC. She added the Mission to Washington is March 19-23, and to let her know interest in attending.

Miranda added there will be a SDAO training before the Commission meeting on January 24.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 6:42 p.m.



PON BALANCE SHEET

Period: 06/30/22..12/31/22

Port of Newport

**General Operating Funds**

All amounts are in USD.

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	2,924,761.49
Cash on hand - Petty Cash	550.00
Cash on hand - Cash Drawers	925.00
Accounts Receivable	1,609,283.09
Allowance for Bad Debt	(30,000.00)
Interfund Activity Receivable	51,398.72
Prepaid Expenses	144,608.80
<b>Total Current Assets</b>	<b>4,701,527.10</b>
<b>TOTAL FIXED ASSETS</b>	<b>48,862,969.70</b>
Deferred Outflows of Resources	775,843.00
<b>TOTAL ASSETS</b>	<b>52,788,653.80</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	150,123.08
Credit Cards Payable	(8,910.11)
Accrued Lodging Taxes	(5,108.69)
Unclaimed Property	6,357.58
Interfund Activity Payable	538,292.81
Payroll Payable	46,306.72
Compensated Absences	71,030.89
Accrued Payroll Taxes	71,847.53
Retirement Withholdings Payable	77,514.08
Garnishment Withholdings Payable	2.33
Benefit Deductions Payable	54,940.79
Accrued Interest	12,564.00
Deferred Revenue	499,215.56
Current Portion - Notes Payable	326,191.00
Current Portion - Bonds Payable	224,900.00
<b>Total Current Liabilities</b>	<b>2,065,267.57</b>
<b>Non-current Liabilities</b>	
Long-term Debt	5,395,298.31
Less Current Portion - Long-term Debt	(551,191.00)
Bond Premiums	83,865.55
<b>Total Non-current Liabilities</b>	<b>4,927,972.86</b>
Deferred Inflows of Resources	219,726.00
<b>Total Liabilities</b>	<b>7,212,966.43</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,140,000.00
Committed Fund Balance	667,000.00
Unrestricted Fund Balance	35,996,078.95



PON BALANCE SHEET

Period: 06/30/22..12/31/22

Port of Newport

**General Operating Funds**  
**(page 2)**

All amounts are in USD.

Description	Balance
Contributed Capital	7,130,788.00
<b>Total Equity (Fund Balance)</b>	<b>44,936,989.83</b>
Retained Earnings	655,272.91
<b>Net Assets</b>	<b>45,575,687.37</b>
<b>Total Liabilities and Equity</b>	<b>52,788,653.80</b>

Period: 07/01/22..12/31/22

Port of Newport

**General Operating Funds**

**All Departments**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	392,524.08	391,500.00	1,024.08
Moorage	1,325,705.71	1,255,314.48	70,391.23
Services	289,930.73	504,345.16	(214,414.43)
Shipping	6,904.38	0.00	6,904.38
RV Park Space Rentals	890,690.80	1,129,592.36	(238,901.56)
Fees	302,746.95	94,286.00	208,460.95
Property Tax Revenue	118,013.61	83,334.00	34,679.61
Discounts and Refunds	(6,590.93)	0.00	(6,590.93)
Miscellaneous Operating Revenue	58,162.00	52,350.04	5,811.96
<b>Total Operating Revenue</b>	<b>3,378,087.33</b>	<b>3,510,722.04</b>	<b>(132,634.71)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	1,167,518.69	1,296,431.04	(128,912.35)
Materials, Services	2,257,190.91	2,662,940.54	(405,749.63)
Less Depreciation	(1,031,601.88)	0.00	(1,031,601.88)
Total Materials and Services	1,225,589.03	2,662,940.54	(1,437,351.51)
<b>Total Operating Expenses</b>	<b>2,393,107.72</b>	<b>3,959,371.58</b>	<b>(1,566,263.86)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>984,979.61</b>	<b>(448,649.54)</b>	<b>1,433,629.15</b>
<b>NON-OPERATING REVENUES</b>			
Grants	1,602,637.00	4,224,440.00	(2,621,803.00)
Loans	959,225.71	1,808,000.00	(848,774.29)
Interest	8,361.69	1,250.02	7,111.67
Transfers In from Other Funds	0.00	1,184,175.44	(1,184,175.44)
<b>Total Non-operating Revenues</b>	<b>2,570,224.40</b>	<b>7,187,574.46</b>	<b>(4,617,350.06)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	532,627.44	1,076,516.00	(543,888.56)
Capital Outlays	1,335,701.78	1,686,000.00	(350,298.22)
<b>Total Non-Operating Expenses</b>	<b>1,868,329.22</b>	<b>2,762,516.00</b>	<b>(894,186.78)</b>
<b>Non-Operating Income (Loss)</b>	<b>701,895.18</b>	<b>4,425,058.46</b>	<b>(3,723,163.28)</b>
<b>Net Income (Loss)</b>	<b>1,686,874.79</b>	<b>3,976,408.92</b>	<b>(2,289,534.13)</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	1,031,601.88	0.00	1,031,601.88



Period: 07/01/22..12/31/22

Port of Newport

**General Operating Funds  
Administrative Department**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	391.92	0.00	391.92
Property Tax Revenue	118,013.61	83,334.00	34,679.61
Miscellaneous Operating Revenue	1,333.32	1,999.98	(666.66)
<b>Total Operating Revenue</b>	<b>119,738.85</b>	<b>85,333.98</b>	<b>34,404.87</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	413,435.88	492,197.04	(78,761.16)
Materials, Services	773,397.12	591,608.82	181,788.30
Less Depreciation	(445,566.04)	0.00	(445,566.04)
Total Materials and Services	327,831.08	591,608.82	(263,777.74)
<b>Total Operating Expenses</b>	<b>741,266.96</b>	<b>1,083,805.86</b>	<b>(342,538.90)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(621,528.11)</b>	<b>(998,471.88)</b>	<b>376,943.77</b>
<b>NON-OPERATING REVENUES</b>			
Loans	960,205.00	1,808,000.00	(847,795.00)
Interest	8,361.69	1,250.02	7,111.67
Transfers In from Other Funds	0.00	1,184,175.44	(1,184,175.44)
<b>Total Non-operating Revenues</b>	<b>968,566.69</b>	<b>2,993,425.46</b>	<b>(2,024,858.77)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	178,221.30	730,443.18	(552,221.88)
Capital Outlays	1,167,357.13	1,625,000.00	(457,642.87)
<b>Total Non-Operating Expenses</b>	<b>1,345,578.43</b>	<b>2,355,443.18</b>	<b>(1,009,864.75)</b>
<b>Non-Operating Income (Loss)</b>	<b>(377,011.74)</b>	<b>637,982.28</b>	<b>(1,014,994.02)</b>
<b>Net Income (Loss)</b>	<b>(998,539.85)</b>	<b>(360,489.60)</b>	<b>(638,050.25)</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	445,566.04	0.00	445,566.04

Period: 07/01/22..12/31/23

Port of Newport

**General Operating Funds  
International Terminal**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	101,853.47	171,000.00	(69,146.53)
Moorage	78,157.87	231,715.00	(153,557.13)
Services	86,885.65	490,000.00	(403,114.35)
Shipping	2,175.10	0.00	2,175.10
Fees	44,391.60	0.00	44,391.60
Miscellaneous Operating Revenue	27,097.49	1,800.00	25,297.49
<b>Total Operating Revenue</b>	<b>340,561.18</b>	<b>894,515.00</b>	<b>(553,953.82)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	156,550.57	260,727.00	(104,176.43)
Materials, Services	731,177.51	1,194,243.00	(463,065.49)
Less Depreciation	(623,367.31)	0.00	(623,367.31)
Total Materials and Services	107,810.20	1,194,243.00	(1,086,432.80)
<b>Total Operating Expenses</b>	<b>264,360.77</b>	<b>1,454,970.00</b>	<b>(1,190,609.23)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>76,200.41</b>	<b>(560,455.00)</b>	<b>636,655.41</b>
<b>NON-OPERATING REVENUES</b>			
Grants	0.00	30,000.00	(30,000.00)
<b>Total Non-operating Revenues</b>	<b>0.00</b>	<b>30,000.00</b>	<b>(30,000.00)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	99,788.36	94,683.05	5,105.31
Capital Outlays	14,710.53	2,868,174.00	(2,853,463.47)
<b>Total Non-Operating Expenses</b>	<b>114,498.89</b>	<b>2,962,857.05</b>	<b>(2,848,358.16)</b>
<b>Non-Operating Income (Loss)</b>	<b>(114,498.89)</b>	<b>(2,932,857.05)</b>	<b>2,818,358.16</b>
<b>Net Income (Loss)</b>	<b>(38,298.48)</b>	<b>(3,493,312.05)</b>	<b>3,455,013.57</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	623,367.31	0.00	623,367.31

Period: 07/01/22..12/31/22

Port of Newport

**General Operating Funds  
Commercial Marina**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	61,966.45	75,000.00	(13,033.55)
Moorage	189,183.62	319,407.00	(130,223.38)
Services	193,012.66	244,036.98	(51,024.32)
Shipping	4,729.28	0.00	4,729.28
Fees	75,393.47	0.00	75,393.47
Miscellaneous Operating Revenue	10,196.54	16,700.02	(6,503.48)
<b>Total Operating Revenue</b>	<b>534,482.02</b>	<b>655,144.00</b>	<b>(120,661.98)</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	200,504.38	291,008.02	(90,503.64)
Materials, Services	285,039.95	798,999.94	(513,959.99)
Less Depreciation	(57,503.67)	0.00	(57,503.67)
Total Materials and Services	227,536.28	798,999.94	(571,463.66)
<b>Total Operating Expenses</b>	<b>428,040.66</b>	<b>1,090,007.96</b>	<b>(661,967.30)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>106,441.36</b>	<b>(434,863.96)</b>	<b>541,305.32</b>
<b>NON-OPERATING REVENUES</b>			
<b>NON-OPERATING EXPENSES</b>			
Debt Service	659.55	659.55	0.00
Capital Outlays	126,446.12	20,000.00	106,446.12
<b>Total Non-Operating Expenses</b>	<b>127,105.67</b>	<b>20,659.55</b>	<b>106,446.12</b>
<b>Non-Operating Income (Loss)</b>	<b>(127,105.67)</b>	<b>(20,659.55)</b>	<b>(106,446.12)</b>
<b>Net Income (Loss)</b>	<b>(20,664.31)</b>	<b>(455,523.51)</b>	<b>434,859.20</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	57,503.67	0.00	57,503.67

Period: 07/01/22..12/31/22

Port of Newport

**General Operating Funds  
South Beach**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	243,549.12	231,000.00	12,549.12
Moorage	1,058,364.22	820,050.00	238,314.22
Services	196.00	15,305.20	(15,109.20)
RV Park Space Rentals	890,690.80	1,129,592.36	(238,901.56)
Fees	182,408.57	94,286.00	88,122.57
Discounts and Refunds	(3,559.16)	0.00	(3,559.16)
Miscellaneous Operating Revenue	19,534.65	32,750.04	(13,215.39)
<b>Total Operating Revenue</b>	<b>2,391,184.20</b>	<b>2,322,983.60</b>	<b>68,200.60</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	288,012.31	382,862.48	(94,850.17)
Materials, Services	692,172.05	668,385.02	23,787.03
Less Depreciation	(201,355.34)	0.00	(201,355.34)
Total Materials and Services	490,816.71	668,385.02	(177,568.31)
<b>Total Operating Expenses</b>	<b>778,829.02</b>	<b>1,051,247.50</b>	<b>(272,418.48)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>1,612,355.18</b>	<b>1,271,736.10</b>	<b>340,619.08</b>
<b>NON-OPERATING REVENUES</b>			
Grants	1,156,484.00	4,194,440.00	(3,037,956.00)
Loans	(979.29)	0.00	(979.29)
<b>Total Non-operating Revenues</b>	<b>1,155,504.71</b>	<b>4,164,149.00</b>	<b>(3,008,644.29)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	250,730.22	250,730.22	0.00
Capital Outlays	21,573.15	21,000.00	573.15
<b>Total Non-Operating Expenses</b>	<b>272,303.37</b>	<b>271,730.22</b>	<b>573.15</b>
<b>Non-Operating Income (Loss)</b>	<b>883,201.34</b>	<b>3,892,418.78</b>	<b>(3,009,217.44)</b>
<b>Net Income (Loss)</b>	<b>2,495,556.52</b>	<b>5,164,154.88</b>	<b>(2,668,598.36)</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	201,355.34	0.00	201,355.34

Period: 07/01/22..12/30/22

Port of Newport

**NOAA Lease Revenue Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	3,539,451.01
Interfund Activity Receivable	5,106.78
Prepaid Expenses	37,323.86
<b>Total Current Assets</b>	<b>3,581,881.65</b>
<b>TOTAL FIXED ASSETS</b>	<b>20,811,244.59</b>
Deferred Outflows of Resources	(395,735.04)
<b>TOTAL ASSETS</b>	<b>24,788,861.28</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	(7,207.01)
Interfund Activity Payable	271,248.03
Compensated Absences	13,657.27
Accrued Payroll Taxes	930.26
Retirement Withholdings Payable	1,574.16
Benefit Deductions Payable	1,952.48
Accrued Interest	177,651.00
Current Portion - Bonds Payable	1,350,000.00
<b>Total Current Liabilities</b>	<b>1,809,806.19</b>
<b>Non-current Liabilities</b>	
Long-term Debt	13,895,000.00
Less Current Portion - Long-term Debt	(1,350,000.00)
<b>Total Non-current Liabilities</b>	<b>12,545,000.00</b>
Deferred Inflows of Resources	11,565.00
<b>Total Liabilities</b>	<b>14,366,371.19</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,761,721.00
Committed Fund Balance	432,000.00
Unrestricted Fund Balance	8,109,621.64
<b>Total Equity (Fund Balance)</b>	<b>10,303,342.64</b>
Retained Earnings	(1,258,673.56)
<b>Net Assets</b>	<b>10,422,490.09</b>
<b>Total Liabilities and Equity</b>	<b>24,788,861.28</b>

Period: 07/01/22..12/31/22

Port of Newport

**NOAA Lease Revenue Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	1,301,236.78	1,286,428.98	14,807.80
Shipping	(157.50)	0.00	(157.50)
<b>Total Operating Revenue</b>	<b>1,301,079.28</b>	<b>1,286,428.98</b>	<b>14,650.30</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	68,157.90	109,234.50	(41,076.60)
Materials, Services	891,302.33	198,748.58	692,553.75
Less Depreciation	(719,883.00)	0.00	(719,883.00)
Total Materials and Services	171,419.33	198,748.58	(27,329.25)
<b>Total Operating Expenses</b>	<b>239,577.23</b>	<b>307,983.08</b>	<b>(68,405.85)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>1,061,502.05</b>	<b>978,445.90</b>	<b>83,056.15</b>
<b>NON-OPERATING REVENUES</b>			
Interest	2,518.80	3,000.00	(481.20)
<b>Total Non-operating Revenues</b>	<b>2,518.80</b>	<b>3,000.00</b>	<b>(481.20)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	1,563,181.40	1,760,800.00	(197,618.60)
Capital Outlays	39,630.01	39,630.01	0.00
<b>Total Non-Operating Expenses</b>	<b>1,602,811.41</b>	<b>1,800,430.01</b>	<b>(197,618.60)</b>
<b>Non-Operating Income (Loss)</b>	<b>(1,600,292.61)</b>	<b>(1,797,430.01)</b>	<b>197,137.40</b>
<b>Net Income (Loss)</b>	<b>(538,790.56)</b>	<b>(818,984.11)</b>	<b>280,193.55</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	719,883.00	0.00	719,883.00

Period: 07/01/22..12/30/22

Port of Newport

**NOAA Reserves**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	1,710,177.05
Interfund Activity Receivable	528,118.69
<b>Total Current Assets</b>	<b>2,238,295.74</b>
<b>TOTAL ASSETS</b>	<b>2,238,295.74</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	2,224,706.37
<b>Total Equity (Fund Balance)</b>	<b>2,224,706.37</b>
Retained Earnings	13,589.37
<b>Net Assets</b>	<b>2,238,295.74</b>
<b>Total Liabilities and Equity</b>	<b>2,238,295.74</b>

Period: 07/01/22..12/31/22

Port of Newport

**NOAA Reserves**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
Interest	13,589.37	(2,500.02)	16,089.39
<b>Total Non-operating Revenues</b>	<b>13,589.37</b>	<b>(2,500.02)</b>	<b>16,089.39</b>
<b>NON-OPERATING EXPENSES</b>			
<b>Non-Operating Income (Loss)</b>	<b>13,589.37</b>	<b>(2,500.02)</b>	<b>16,089.39</b>
<b>Net Income (Loss)</b>	<b>13,589.37</b>	<b>(2,500.02)</b>	<b>16,089.39</b>
<hr/> <hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



Period: 07/01/22..12/30/22

Port of Newport

**Bonded Debt Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	975,006.83
Accounts Receivable	(6,400.82)
Interfund Activity Receivable	(55,995.87)
<b>Total Current Assets</b>	<b>912,610.14</b>
<b>TOTAL FIXED ASSETS</b>	<b>153,738.00</b>
Deferred Outflows of Resources	(625,495.64)
<b>TOTAL ASSETS</b>	<b>1,691,843.78</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Interfund Activity Payable	(19,021.55)
Accrued Interest	295,000.00
Current Portion - Bonds Payable	125,000.00
<b>Total Current Liabilities</b>	<b>400,978.45</b>
<b>Non-current Liabilities</b>	
Long-term Debt	11,235,000.25
Less Current Portion - Long-term Debt	(420,000.00)
Bond Premiums	(44,037.00)
<b>Total Non-current Liabilities</b>	<b>10,770,963.25</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>11,171,941.70</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	(11,251,906.05)
Unrestricted Fund Balance	999,912.88
<b>Total Equity (Fund Balance)</b>	<b>(10,251,993.17)</b>
Retained Earnings	771,895.25
<b>Net Assets</b>	<b>(9,480,097.92)</b>
<b>Total Liabilities and Equity</b>	<b>1,691,843.78</b>



Period: 07/01/22..12/31/22

Port of Newport

**Bonded Debt Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
Property Tax Revenue	770,631.69	0.00	770,631.69
<b>Total Operating Revenue</b>	<b>770,631.69</b>	<b>0.00</b>	<b>770,631.69</b>
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>770,631.69</b>	<b>0.00</b>	<b>770,631.69</b>
<b>NON-OPERATING REVENUES</b>			
Interest	1,263.56	(24.98)	1,288.54
<b>Total Non-operating Revenues</b>	<b>1,263.56</b>	<b>(24.98)</b>	<b>1,288.54</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	0.00	617,028.00	(617,028.00)
<b>Total Non-Operating Expenses</b>	<b>0.00</b>	<b>617,028.00</b>	<b>(617,028.00)</b>
<b>Non-Operating Income (Loss)</b>	<b>1,263.56</b>	<b>(617,052.98)</b>	<b>618,316.54</b>
<b>Net Income (Loss)</b>	<b>771,895.25</b>	<b>(617,052.98)</b>	<b>1,388,948.23</b>
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

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Period: 07/01/22..12/30/22  
Port of Newport

**Construction Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	13,096.20
<b>Total Current Assets</b>	<b>13,096.20</b>
<b>TOTAL ASSETS</b>	<b>13,096.20</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Unrestricted Fund Balance	13,071.18
<b>Total Equity (Fund Balance)</b>	<b>13,071.18</b>
Retained Earnings	25.02
<b>Net Assets</b>	<b>13,096.20</b>
<b>Total Liabilities and Equity</b>	<b>13,096.20</b>

Period: 07/01/22..12/31/22

Port of Newport

**Construction Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
Interest	25.02	(10.00)	35.02
<b>Total Non-operating Revenues</b>	<b>25.02</b>	<b>(10.00)</b>	<b>35.02</b>
<b>NON-OPERATING EXPENSES</b>			
<b>Non-Operating Income (Loss)</b>	<b>25.02</b>	<b>(10.00)</b>	<b>35.02</b>
<b>Net Income (Loss)</b>	<b>25.02</b>	<b>(10.00)</b>	<b>35.02</b>
<hr/> <hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

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Period: 07/01/22..12/31/22

Port of Newport

**Facilities Maintenance  
Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	483,185.92
<b>Total Current Assets</b>	<b>483,185.92</b>
<b>TOTAL ASSETS</b>	<b>483,185.92</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Assigned Fund Balance	475,911.12
Unrestricted Fund Balance	2,305.74
<b>Total Equity (Fund Balance)</b>	<b>478,216.86</b>
Retained Earnings	4,969.06
<b>Net Assets</b>	<b>483,185.92</b>
<b>Total Liabilities and Equity</b>	<b>483,185.92</b>



Period: 07/01/22..12/31/22

Port of Newport

**Facilities Maintenance Fund**

Description	Actual	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NON-OPERATING REVENUES</b>			
Interest	4,969.06	250.02	4,719.04
<b>Total Non-operating Revenues</b>	<b>4,969.06</b>	<b>250.02</b>	<b>4,719.04</b>
<b>NON-OPERATING EXPENSES</b>			
Transfers Out to Other Funds	0.00	528,316.00	(528,316.00)
<b>Total Non-Operating Expenses</b>	<b>0.00</b>	<b>528,316.00</b>	<b>(528,316.00)</b>
<b>Non-Operating Income (Loss)</b>	<b>4,969.06</b>	<b>(528,065.98)</b>	<b>533,035.04</b>
<b>Net Income (Loss)</b>	<b>4,969.06</b>	<b>(528,065.98)</b>	<b>533,035.04</b>
<hr/>			
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00

Entry No.	Posting Date	Document Type	Document No.	Vendor Name	External Document No.	Line Funds	Original Amount
129712	12/28/2022	Payment	EFT0167	Harland Clarke	12/22/2022	Gen operating Funds	120.82
128583	12/22/2022	Payment	10941	Shannon Cronin	REIMBURSEMENT	Gen operating Funds	100.00
125848	12/15/2022	Payment	10924	Simply Design Studios	2274	Gen operating Funds	625.00
125745	12/15/2022	Payment	10909	Mark Brown	REIMBURSEMENT	Gen operating Funds	4,409.85
125806	12/15/2022	Payment	10918	Sunrise Custom Construction, CO	DOWN PAYMENT	Gen operating Funds	21,750.00
97718	12/1/2022	Payment	10828	Chris Goldfinger	REFUND	Gen operating Funds	1,730.59
130553	12/30/2022	Payment	10967	4imprint, Inc	10723009	Gen operating Funds	210.59
130549	12/30/2022	Payment	10967	4imprint, Inc	10710905	Gen operating Funds	811.20
128686	12/22/2022	Payment	10956	Industrial Credit Service	175C19339	Gen operating Funds	361.84
122081	12/8/2022	Payment	10876	Industrial Credit Service	175C19339-11/30/22	Gen operating Funds	461.92
125811	12/15/2022	Payment	10919	Stutzman & Kropf	DOWN PAYMENT	Gen operating Funds	11,321.50
122039	12/8/2022	Payment	10870	Civil West Engineering Services, Inc	2204.254.002	Gen operating Funds	1,215.00
97609	12/1/2022	Payment	10811	Grating Pacific, LLC	0238999-IN	Gen operating Funds	400.00
97605	12/1/2022	Payment	10811	Grating Pacific, LLC	0238936-IN	Gen operating Funds	9,398.00
128671	12/22/2022	Payment	10953	Rapid Rescue Education, LLC	092819	Gen operating Funds	1,375.00
122171	12/8/2022	Payment	10890	Rapid Rescue Education, LLC	092795	Gen operating Funds	1,980.00
128719	12/22/2022	Payment	10959	KPFF	451764	Gen operating Funds	2,820.00
122096	12/8/2022	Payment	10879	KPFF	448951	Gen operating Funds	5,919.78
97614	12/1/2022	Payment	10812	AKS Engineering & Forestry, LLC	9706-02A-01	Gen operating Funds	4,500.00
122129	12/8/2022	Payment	10884	Oakcraft Manufacturing	13676	Gen operating Funds	4,345.00
130537	12/30/2022	Payment	10965	Ultrex	INV121188	Gen operating Funds	78.96
121868	12/30/2022	Payment	EFT0158	Windcave	2106201	Gen operating Funds	175.00
125715	12/15/2022	Payment	10905	Baldwin General Contracting, Inc	10	Gen operating Funds	166,880.75
122020	12/8/2022	Payment	10867	Baldwin General Contracting, Inc	11	Gen operating Funds	141,035.65
128691	12/22/2022	Payment	10957	MASA	1414254	Gen operating Funds	140.00
128727	12/22/2022	Payment	10960	Newport Fab Shop	1142	Gen operating Funds	3,358.52
122124	12/8/2022	Payment	10883	Newport Fab Shop	1138	Gen operating Funds	3,332.56
97713	12/1/2022	Payment	10827	Yaquina Boat Equipment Inc	41961	Gen operating Funds	8,459.90
127947	12/20/2022	Payment	EFT0164	Washington State Support Registry	PPE 12/15/22 DM	Gen operating Funds	200.00
99216	12/5/2022	Payment	EFT0148	Washington State Support Registry	PPE 11/30/22	Gen operating Funds	200.00
128758	12/22/2022	Payment	EFT0166	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 12/15/22	Gen operating Funds	630.00
128753	12/22/2022	Payment	EFT0165	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 12/15/22 EH	Gen operating Funds	1,125.00
98818	12/5/2022	Payment	EFT0147	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 11/30/2022	Gen operating Funds	1,755.00
97700	12/1/2022	Payment	10826	Verizon Wireless	9920410338	Gen operating Funds	557.12
128676	12/22/2022	Payment	10954	TWGW Inc NAPA Auto Parts	000706	Gen operating Funds	709.35
122899	12/12/2022	Payment	10901	TWGW Inc NAPA Auto Parts	999362	Gen operating Funds	89.97
122895	12/12/2022	Payment	10901	TWGW Inc NAPA Auto Parts	998622	Gen operating Funds	30.76
97695	12/1/2022	Payment	10825	TWGW Inc NAPA Auto Parts	996014	Gen operating Funds	206.55
125820	12/15/2022	Payment	10920	Toyota Lift Northwest	74000687	Gen operating Funds	1,268.32
125816	12/15/2022	Payment	10920	Toyota Lift Northwest	14814402	Gen operating Funds	166.12
97690	12/1/2022	Payment	10824	Toyota Lift Northwest	74700511	Gen operating Funds	148.97
97686	12/1/2022	Payment	10824	Toyota Lift Northwest	74700530	Gen operating Funds	148.92
97682	12/1/2022	Payment	10824	Toyota Lift Northwest	74000657	Gen operating Funds	3,437.48
122890	12/12/2022	Payment	10900	Thompson's Sanitary Service Inc	22644 11/22	Gen operating Funds	659.75
122886	12/12/2022	Payment	10900	Thompson's Sanitary Service Inc	13499 11/30/22	Gen operating Funds	2,375.92
122882	12/12/2022	Payment	10900	Thompson's Sanitary Service Inc	12514 11/22	Gen operating Funds	3,457.99
122878	12/12/2022	Payment	10900	Thompson's Sanitary Service Inc	12058 11/22	Gen operating Funds	1,605.14
122851	12/12/2022	Payment	10899	TCB Security Services Inc.	242469	Gen operating Funds	12,309.00
122846	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159919	Gen operating Funds	85.00
122842	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159918	Gen operating Funds	85.00
122838	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159917	Gen operating Funds	85.00
122834	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159916	Gen operating Funds	85.00
122830	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159915	Gen operating Funds	400.00
122824	12/12/2022	Payment	10898	T & L Septic & Chemical Toilet Service	159914	Gen operating Funds	740.00
97677	12/1/2022	Payment	10823	T & L Septic & Chemical Toilet Service	170353	Gen operating Funds	450.00
122819	12/12/2022	Payment	10897	Summit Public Relations Strat LLC	764	Gen operating Funds	1,525.00
130532	12/30/2022	Payment	10964	Suburban Propane	273666	Gen operating Funds	1.00
130528	12/30/2022	Payment	10964	Suburban Propane	273665	Gen operating Funds	80.00
128593	12/22/2022	Payment	10943	Suburban Propane	1568-168493	Gen operating Funds	251.08
125857	12/15/2022	Payment	10925	Suburban Propane	168216	Gen operating Funds	372.92
125853	12/15/2022	Payment	10925	Suburban Propane	168213	Gen operating Funds	115.15
122791	12/12/2022	Payment	10893	Spiro Landscapes Inc	00027621	Gen operating Funds	990.00
122787	12/12/2022	Payment	10893	Spiro Landscapes Inc	00027620	Gen operating Funds	460.00
122801	12/12/2022	Payment	10895	Special Districts Insurance Services	03-0016278 JAN 2023	Gen operating Funds	21,942.12
122796	12/12/2022	Payment	10894	Special Districts Association of Oregon	GCGL2018062494	Gen operating Funds	1,000.00
125801	12/15/2022	Payment	10917	Sierra Springs	21798087 121022	Gen operating Funds	33.76
122814	12/12/2022	Payment	10896	Sierra Springs	22502915 091722	Gen operating Funds	16.88
122176	12/8/2022	Payment	10891	Road & Driveway Co Inc	0029273-IN	Gen operating Funds	256.34
122166	12/8/2022	Payment	10889	Quadiant Finance USA Inc	8887 11/27/22	Gen operating Funds	200.00
125796	12/15/2022	Payment	10916	Port of Toledo Boat Yard	8453/F/V TABITHA	Gen operating Funds	767.06
128714	12/22/2022	Payment	10958	Platt Electric Supply Inc	3N07241	Gen operating Funds	286.75
125843	12/15/2022	Payment	10923	Platt Electric Supply Inc	3M83873	Gen operating Funds	286.75
125839	12/15/2022	Payment	10923	Platt Electric Supply Inc	3M53449	Gen operating Funds	30.39
122161	12/8/2022	Payment	10888	Platt Electric Supply Inc	3L81622	Gen operating Funds	68.31
122157	12/8/2022	Payment	10888	Platt Electric Supply Inc	3M62194	Gen operating Funds	286.75
130598	12/30/2022	Payment	10972	Pioneer Printing Inc	79459	Gen operating Funds	488.50
97672	12/1/2022	Payment	10822	Pioneer Printing Inc	79685	Gen operating Funds	3,773.08
122152	12/8/2022	Payment	10887	Pioneer Connect	113823 12/22	Gen operating Funds	224.91
122148	12/8/2022	Payment	10887	Pioneer Connect	115083 12/22	Gen operating Funds	41.31
122144	12/8/2022	Payment	10887	Pioneer Connect	159375 12/22	Gen operating Funds	179.87

97663	12/1/2022	Payment	10821	Pacific Source Administrators Inc	P02559 12/1/22-12/31/22	Gen operating Funds	135.00
125834	12/15/2022	Payment	10922	Pacific Habitat Services Inc	1-7392-05	Gen operating Funds	1,396.00
125830	12/15/2022	Payment	10922	Pacific Habitat Services Inc	1-7391-04	Gen operating Funds	737.00
128603	12/22/2022	Payment	10945	Pacific Coast Lock & Safe LLC	10029	Gen operating Funds	509.00
128588	12/22/2022	Payment	10942	Pacific Coast Congress HMPM	2013327	Gen operating Funds	265.00
130518	12/30/2022	Payment	10962	Orkin	238412068	Gen operating Funds	53.33
122139	12/8/2022	Payment	10886	Orkin	237138473	Gen operating Funds	53.33
99677	12/5/2022	Payment	EFT0150	OR Dept of Revenue	PPE 11/30/2022	Gen operating Funds	50.00
127939	12/20/2022	Payment	EFT0162	OR Dept of Revenue-Garnishments	PPE 12/15/2022 JS	Gen operating Funds	50.00
127934	12/20/2022	Payment	EFT0161	OR Dept of Revenue-Garnishments	PPE 12/15/2022 DM	Gen operating Funds	358.32
99672	12/5/2022	Payment	EFT0149	OR Dept of Revenue-Garnishments	PPE 11/30/2022	Gen operating Funds	358.54
122134	12/8/2022	Payment	10885	OR Dept of State Lands	26111	Gen operating Funds	471.24
97658	12/1/2022	Payment	10820	OR Dept of State Lands	625-22-000071-PLNG	Gen operating Funds	750.00
97653	12/1/2022	Payment	10819	Old Republic Surety Group	W150182172	Gen operating Funds	100.00
130593	12/30/2022	Payment	10971	NW Natural	1584561-3	Gen operating Funds	259.62
130589	12/30/2022	Payment	10971	NW Natural	1584562-1 2022 12	Gen operating Funds	485.71
97648	12/1/2022	Payment	10818	NW Natural	1584561-3 OCT 2022	Gen operating Funds	219.19
97644	12/1/2022	Payment	10818	NW Natural	1584562-1 OCT 2022	Gen operating Funds	323.88
130584	12/30/2022	Payment	10970	Norton Corrosion Limited LLC	258285	Gen operating Funds	6,610.00
125791	12/15/2022	Payment	10915	Newport Sign Shop	11661	Gen operating Funds	770.00
125787	12/15/2022	Payment	10915	Newport Sign Shop	11651	Gen operating Funds	315.00
97639	12/1/2022	Payment	10817	Newport Sign Shop	11623	Gen operating Funds	630.00
97634	12/1/2022	Payment	10816	Newport Gutter Cleaning	2963	Gen operating Funds	1,033.00
125782	12/15/2022	Payment	10914	Newport Rental Service	147465	Gen operating Funds	73.16
125778	12/15/2022	Payment	10914	Newport Rental Service	147119	Gen operating Funds	361.20
128576	12/22/2022	Payment	10940	Mobile Modular	2365009	Gen operating Funds	380.00
125773	12/15/2022	Payment	10913	Mobile Modular	2367119	Gen operating Funds	1,200.00
97629	12/1/2022	Payment	10815	Mobile Modular	2353592	Gen operating Funds	380.00
122119	12/8/2022	Payment	10882	MacPherson, Gintner & Diaz	82537	Gen operating Funds	3,487.50
122108	12/8/2022	Payment	10881	Lincoln County Public Works	6369	Gen operating Funds	469.67
128666	12/22/2022	Payment	10952	Lincoln County Historical Society	6636	Gen operating Funds	200.00
125768	12/15/2022	Payment	10912	Lincoln County Historical Society	6623	Gen operating Funds	900.00
122103	12/8/2022	Payment	10880	Les Schwab Tire Center Inc	72500533882	Gen operating Funds	27.98
130542	12/30/2022	Payment	10966	KOPIS	PCINV06965	Gen operating Funds	1,960.00
122086	12/8/2022	Payment	10877	KOPIS	PCINV06865	Gen operating Funds	8,823.75
122091	12/8/2022	Payment	10878	Integrity Data	C808085	Gen operating Funds	924.00
122074	12/8/2022	Payment	10875	Industrial Welding Supply, Inc.	00290360	Gen operating Funds	399.90
97624	12/1/2022	Payment	10814	Industrial Welding Supply, Inc.	00286547	Gen operating Funds	214.78
122067	12/8/2022	Payment	10874	IconiPro Security Alarms Inc	41910	Gen operating Funds	223.89
125886	12/15/2022	Payment	10929	Hyak	34725	Gen operating Funds	7,398.94
122062	12/8/2022	Payment	10873	Hyak	34586	Gen operating Funds	6,671.00
122058	12/8/2022	Payment	10873	Hyak	34555	Gen operating Funds	10,403.73
97619	12/1/2022	Payment	10813	Hyak	34340	Gen operating Funds	207.00
128735	12/22/2022	Payment	10961	Ground FX Landscape Management LLC	32671	Gen operating Funds	1,223.54
122053	12/8/2022	Payment	10872	Ground FX Landscape Management LLC	32517	Gen operating Funds	345.00
122948	12/12/2022	Payment	10902	First Interstate Bank MC	0302 KR 11/22	Gen operating Funds	108.24
122944	12/12/2022	Payment	10902	First Interstate Bank MC	3459 DM 11/22	Gen operating Funds	89.73
122940	12/12/2022	Payment	10902	First Interstate Bank MC	1350 MB 11/22	Gen operating Funds	861.89
122934	12/12/2022	Payment	10902	First Interstate Bank MC	8643 GT 11/21/22	Gen operating Funds	469.70
122930	12/12/2022	Payment	10902	First Interstate Bank MC	1335 PM 11/21/22	Gen operating Funds	26.92
122918	12/12/2022	Payment	10902	First Interstate Bank MC	1343 AB 11/21/22	Gen operating Funds	3,128.59
125862	12/15/2022	Payment	10926	ESI Employee Assistance Group	48383	Gen operating Funds	2,675.00
130579	12/30/2022	Payment	10969	Englund Marine Supply Co Inc	3472/6	Gen operating Funds	273.96
128661	12/22/2022	Payment	10951	Englund Marine Supply Co Inc	3213/6	Gen operating Funds	65.56
125763	12/15/2022	Payment	10911	Englund Marine Supply Co Inc	304921/6	Gen operating Funds	208.98
125759	12/15/2022	Payment	10911	Englund Marine Supply Co Inc	3038/6	Gen operating Funds	292.32
122782	12/12/2022	Payment	10892	Englund Marine Supply Co Inc	2613/6	Gen operating Funds	684.69
122044	12/8/2022	Payment	10871	Englund Marine Supply Co Inc	2541/6	Gen operating Funds	499.50
97600	12/1/2022	Payment	10810	Englund Marine Supply Co Inc	2249/6	Gen operating Funds	114.92
97596	12/1/2022	Payment	10810	Englund Marine Supply Co Inc	2089/6	Gen operating Funds	629.49
97591	12/1/2022	Payment	10809	Ecolube Recovery LLC	9865112122	Gen operating Funds	30.03
120907	12/7/2022	Payment	EFT0155	Direct TV**EFT**	050332923X221126	Gen operating Funds	798.06
120902	12/7/2022	Payment	EFT0154	Direct TV**EFT**	046543116 11/30/22	Gen operating Funds	441.48
125754	12/15/2022	Payment	10910	Dahl Disposal	306511	Gen operating Funds	453.85
125750	12/15/2022	Payment	10910	Dahl Disposal	306372	Gen operating Funds	242.15
97586	12/1/2022	Payment	10808	Dahl Disposal	305527	Gen operating Funds	152.25
128656	12/22/2022	Payment	10950	Copeland Lumber Yards Inc	2212-122892	Gen operating Funds	118.40
128652	12/22/2022	Payment	10950	Copeland Lumber Yards Inc	2212-125848	Gen operating Funds	99.96
128648	12/22/2022	Payment	10950	Copeland Lumber Yards Inc	2212-124171	Gen operating Funds	89.50
97581	12/1/2022	Payment	10807	Coastal Refrigeration Heating & AC LLC	14467	Gen operating Funds	140.00
97577	12/1/2022	Payment	10807	Coastal Refrigeration Heating & AC LLC	14468	Gen operating Funds	140.00
120917	12/7/2022	Payment	EFT0157	City of Newport Water**EFT**	11/01/22-11/30/22	Gen operating Funds	12,797.97
122034	12/8/2022	Payment	10869	City of Newport Room Tax	TRANSIENT TAX 10/31/22	Gen operating Funds	7,823.23
130523	12/30/2022	Payment	10963	Century Link	541-574-1053 245B 2022 12	Gen operating Funds	40.82
125825	12/15/2022	Payment	10921	Century Link	541 265 4235 840B	Gen operating Funds	40.82
97572	12/1/2022	Payment	10806	Century Link	541-574-1053 245B NOV 22	Gen operating Funds	40.82
133796	12/31/2022	Payment	EFT0173	Central Lincoln PUD**EFT**	12 2022	Gen operating Funds	26,993.51
129755	12/29/2022	Payment	EFT168	Central Lincoln PUD**EFT**	2069 2202 11	Gen operating Funds	573.24
93897	12/19/2022	Payment	EFT0146	Central Lincoln PUD**EFT**	11 2022	Gen operating Funds	24,071.75
120843	12/7/2022	Payment	EFT0153	Central Lincoln PUD**EFT**	302612069 11/22	Gen operating Funds	752.61
128598	12/22/2022	Payment	10944	Carver Inc	12541	Gen operating Funds	104.98



120912	12/7/2022	Payment	EFT0156	Carson Oil Co Inc**EFT**	CP-00422467	Gen operating Funds	296.13
128643	12/22/2022	Payment	10949	Business Oregon - IFA	65541 010123	Gen operating Funds	2,083.33
97557	12/1/2022	Payment	10805	Bio-Med Testing Services Inc	94663	Gen operating Funds	206.00
125740	12/15/2022	Payment	10908	Bill's Pest Control LLC	31196	500	135.00
128681	12/22/2022	Payment	10955	Bergerson Construction Inc	222.505	Gen operating Funds	3,337.78
128638	12/22/2022	Payment	10948	Barrelhead Supply Inc	328550	Gen operating Funds	154.06
125724	12/15/2022	Payment	10906	Barrelhead Supply Inc	328301	Gen operating Funds	299.99
125720	12/15/2022	Payment	10906	Barrelhead Supply Inc	328340	Gen operating Funds	34.56
122029	12/8/2022	Payment	10868	Barrelhead Supply Inc	328041	Gen operating Funds	850.94
122025	12/8/2022	Payment	10868	Barrelhead Supply Inc	328076	Gen operating Funds	485.31
97552	12/1/2022	Payment	10804	Barrelhead Supply Inc	327555	Gen operating Funds	97.34
97548	12/1/2022	Payment	10804	Barrelhead Supply Inc	327493	Gen operating Funds	268.88
130574	12/30/2022	Payment	10968	Amazon Capital Services Inc	1T4R-GPCY-RMXH	Gen operating Funds	49.18
130570	12/30/2022	Payment	10968	Amazon Capital Services Inc	17T9-FNVY-MMTN	Gen operating Funds	699.33
130566	12/30/2022	Payment	10968	Amazon Capital Services Inc	11QH-QTXG-RWVK	Gen operating Funds	288.20
130562	12/30/2022	Payment	10968	Amazon Capital Services Inc	1CQ4-6DLH-RPX3	Gen operating Funds	99.99
130558	12/30/2022	Payment	10968	Amazon Capital Services Inc	1MGK-QKJ9-WC4W	Gen operating Funds	1,237.95
128633	12/22/2022	Payment	10947	Amazon Capital Services Inc	1C39-ACCJ-6QJ9	Gen operating Funds	439.71
128629	12/22/2022	Payment	10947	Amazon Capital Services Inc	1YR1-WKNI-KHFF	Gen operating Funds	266.30
128625	12/22/2022	Payment	10947	Amazon Capital Services Inc	1RJM-HXG6-JJPG	Gen operating Funds	80.55
128621	12/22/2022	Payment	10947	Amazon Capital Services Inc	1VXK-VKLD-MLDV	Gen operating Funds	594.62
128617	12/22/2022	Payment	10947	Amazon Capital Services Inc	19KL-6TFN-DQ7C	Gen operating Funds	393.66
128613	12/22/2022	Payment	10947	Amazon Capital Services Inc	1VT4-XKWM-HCGW	Gen operating Funds	61.80
125881	12/15/2022	Payment	10928	Amazon Capital Services Inc	1LMQ-XTLN-1KMH.	Gen operating Funds	182.74
125710	12/15/2022	Payment	10904	Amazon Capital Services Inc	1PGC-N3XW-J31D	Gen operating Funds	334.98
125706	12/15/2022	Payment	10904	Amazon Capital Services Inc	1NH9-V3Q-1XD6	Gen operating Funds	54.00
125702	12/15/2022	Payment	10904	Amazon Capital Services Inc	1FGQ-R4XX-TGRC	Gen operating Funds	348.88
122015	12/8/2022	Payment	10866	Amazon Capital Services Inc	14W1-WMN1-7XRP	Gen operating Funds	103.60
122011	12/8/2022	Payment	10866	Amazon Capital Services Inc	16FL-4RQH-M399	Gen operating Funds	97.16
122007	12/8/2022	Payment	10866	Amazon Capital Services Inc	1FKP-GCHT-1XWN	Gen operating Funds	253.39
122001	12/8/2022	Payment	10866	Amazon Capital Services Inc	1L4G-69JR-6TLN	Gen operating Funds	23.97
121997	12/8/2022	Payment	10866	Amazon Capital Services Inc	1M17-1XTH-4HV1	Gen operating Funds	75.52
97543	12/1/2022	Payment	10803	Amazon Capital Services Inc	14TV-RDR7-3XQJ	Gen operating Funds	25.24
97539	12/1/2022	Payment	10803	Amazon Capital Services Inc	1T1J-9MLJ-P7HT	Gen operating Funds	951.65
97535	12/1/2022	Payment	10803	Amazon Capital Services Inc	1P14-9TTT-L1GR	Gen operating Funds	155.89
97531	12/1/2022	Payment	10803	Amazon Capital Services Inc	17W9-TXR6-QMWT	Gen operating Funds	836.86
128608	12/22/2022	Payment	10946	Alsea Bay Power Products Inc	376316	Gen operating Funds	97.20
125867	12/15/2022	Payment	10927	Alsea Bay Power Products Inc	376117	Gen operating Funds	1,164.48
121992	12/8/2022	Payment	10865	AlSCO Inc	LPOR2927686	Gen operating Funds	32.95
97526	12/1/2022	Payment	10802	Airgas USA LLC	9132466768	Gen operating Funds	161.25
121987	12/8/2022	Payment	10864	Advanced Remediation Technologies Inc	2396	Gen operating Funds	1,920.00
121983	12/8/2022	Payment	10864	Advanced Remediation Technologies Inc	2397	Gen operating Funds	1,200.00
121979	12/8/2022	Payment	10864	Advanced Remediation Technologies Inc	2398	Gen operating Funds	3,670.00
125729	12/15/2022	Payment	10907	Bay Area Enterprises Inc	8977	Gen operating Funds	14,817.85
129760	12/29/2022	Payment	EFT169	ADP, Inc.	621800357	Gen operating Funds	119.82
106143	12/6/2022	Payment	EFT0151	ADP, Inc.	619777734	Gen operating Funds	128.42
125697	12/15/2022	Payment	10903	Aboveboard Electric Inc	E-4881	Gen operating Funds	216.23
121974	12/8/2022	Payment	10863	Advance Backflow Testing LLC	9023	Gen operating Funds	250.00
121970	12/8/2022	Payment	10863	Advance Backflow Testing LLC	9022	Gen operating Funds	1,365.88

2023 ANNUAL REPORT TO THE  
PORT OF NEWPORT BOARD OF COMMISSIONERS

This Annual Report is filed with the Port of Newport Board of Commissioners by the President, Vice-President, and Secretary/Treasurer

Action	Date	Type	Vote Y/N
Approve update to Matheson Marine Lease.....	1/13/2022	Lease	4 - 0
Approve Resolutions 2022-01 and 2022-02 Business Oregon loans for Admin Building.....	1/13/2022	Finance	4 - 0
Authorized General Manager to sign the Supplemental Lease Agreement authorizing NOAA to proceed with the glass wall and door installation.....	1/13/2022	Lease	4 - 0
Adopt the Capital Improvement Plan, and replace the Capital Improvement Plan in the Port of Newport Strategic Business Plan.....	1/25/2022	Other	4 - 0
Adopt Resolution No. 2022-03 setting Rates, Fees, and Charges.....	1/25/2022	Finance	4 - 0
Authorize the General Manager to pay Bergerson Construction for Swede's Dock additional repair.....	2/22/2022	Contract	4 - 0
Authorize General Manager to enter into an agreement with Integrated Data for their HR system and self service portal at \$300 per month.....	2/22/2022	Contract	5 - 0
Authorize General Manager to enter into an agreement with Hyak for the South Beach Network Wi-Fi upgrade at a cost not to exceed \$85,954.37 plus a contingency of 15 percent.....	2/22/2022	Contract	5 - 0
Authorize General Manager to negotiate a contract with Pacific Habitat Services to provide consulting and permitting services for dredging projects in an amount not to exceed \$45,000.....	2/22/2022	Contract	5 - 0
Authorize the General Manager to enter into an agreement with ParkMobile to provide a platform to process parking fees.....	3/22/2022	Contract	5 - 0
Authorize the General Manager to select a contractor for permitting on the Rogue Seawall repair work in an amount not to exceed \$35,000.....	3/22/2022	Contract	5 - 0
Authorize staff to contract with the Port of Toledo to dispose of FV Sylvia for an amount not to exceed \$23,000, which includes towing.....	4/26/2022	Contract	5 - 0
Authorize staff to contract with Bergerson Construction not to exceed \$24,500 to repair the B Dock End Tie in the South Beach Marina.....	4/26/2022	Contract	5 - 0
Approve draft lease and terms with Newport Fab Shop.....	4/26/2022	Lease	5 - 0
Authorize purchase of a new forklift through Toyota Lift in the amount of \$43,730.....	4/26/2022	Contract	5 - 0
Authorize staff to contract with Road and Driveway in an amount not to exceed \$40,000 to resurface and recompact the lot at Port Dock 7.....	4/26/2022	Contract	5 - 0
Adopt the budget and make appropriations for Fiscal Year 2023 as stated in Resolution No. 2022-04.....	5/24/2022	Finance	5 - 0
Approve Juneteenth holiday and add it to the Employee Handbook.....	5/24/2022	Policy	5 - 0
Authorize the General Manager to contract with Kern-Thompson for a 5-year period for audit services. The contract for the first year shall not exceed \$30,000, plus an additional \$7,000, if a single audit is required. For the additional 4 years, the cost for each year of the contract shall not exceed the previous year's cost plus the CPI for the year.....	5/24/2022	Finance	5 - 0

Action	Date	Type	Vote Y/N
Approve the Amended Memorandum of Understanding regarding fill material to include the additional language as requested by the City of Newport.....	5/24/2022	MOU	5 - 0
Authorize the General Manager to contract with Western States to relocate the electrical conductors at the Hoist Dock at a cost not to exceed \$32,000, which includes a 10 percent contingency.....	5/24/2022	Contract	5 - 0
Approve the ODOT IGA Amendment No. 1 for the Port Dock 5 Pier bridge inspections.....	5/24/2022	IGA	5 - 0
Adopt Resolution 2022-05 authorizing the Port of Newport to send the Bureau of Ocean Energy Management (BOEM) and the Oregon Department of Energy (ODOE) a letter providing recommendations for offshore wind.....	5/24/2022	Other	5 - 0
Ratify and approve the match letter for the PIDP grant as signed by the Port Commission President	5/24/2022	Other	5 - 0
Raise General Manager Paula Miranda's salary to \$176,000.....	5/24/2022	Contract	4 - 1
Authorize the General Manager to provide an approval letter allowing OSU Hatfield to enter into a lease with AACE, LLC, dba Memories.....	6/10/2022	Contract	4 - 0
Authorize an employee settlement between the Port and Aja Burke in the amount discussed in Executive Session.....	6/10/2022	Personnel	4 - 0
Read by title only and adopt Ordinance No. 2022-01 Revisions to Port Facilities Code and Addition of Moorage Section.....	6/28/2022	Other	5 - 0
Authorize the General Manager to increase the power pedestal order with Eaton not to exceed \$130,000.....	6/28/2022	Contract	5 - 0
Authorize the General Manager to contract with Summit Public Relations Strategies, LLC, and move forward with the proposal not to exceed \$25,800 plus another 10 percent contingency.....	6/28/2022	Contract	5 - 0
Authorize the General Manager to execute the second addendum to the Rondys lease as presented ....	6/28/2022	Lease	5 - 0
Appoint the Director of Finance and Business Services, Mark Brown, as the Budget Officer for Fiscal Year 2022-2023.....	7/26/2022	Finance	5-0
Approve the Amended Memorandum of Understanding to include the additional language as requested by the City of Newport.....	7/26/2022	MOU	5 - 0
Authorize the General Manager to execute the State of Oregon Department of State Lands Royalty License for Shorecast Dredge Spoils as provided.....	7/26/2022	Contract	5 - 0
Authorize the General Manager to enter into a grant agreement with the State of Oregon in the amount of \$1,140,000 for Rogue Seawall repairs.....	7/26/2022	Contract	5 - 0
Authorize the General Manager to contract with Advanced Remediation Technologies for sediment sampling to support dredge permits not to exceed \$33,095, which includes a 10 percent contingency .....	7/26/2022	Contract	5 - 0
Authorize the General Manager to pay Doug's Electric for high voltage work at the former Cherry Plant in an amount not to exceed \$12,089.....	7/26/2022	Contract	5-0
Approve Resolution 2022-06, authorizing the Port of Newport to create a Memorial Policy.....	7/26/2022	Policy	5-0
Authorize the General Manager to negotiate plans and approve the building of a cover for the South Beach fillet tables with material and labor to be donated, no exclusive uses implied, and a possible dedication...	7/26/2022	Other	5-0
Declare 24 galvanized dumpsters as excess property.....	8/23/2022	Other	5-0

Action	Date	Type	Vote Y/N
Authorize the General Manager to sign a purchase order for installation of a new A.O. Smith hot water heater with Lincoln Plumbing in the amount of \$14,300 for NOAA.....	8/23/2022	Contract	5-0
Authorize the General Manager to correct the term of the Newport Fab Shop Lease.....	8/23/2022	Contract	5-0
Authorize the General Manager to execute the lease amendment with US Customs.....	8/23/2022	Lease	5-0
Authorize the Director of Finance Services to close the NOAA Money Market and NOAA checking accounts at First Interstate Bank prior to July 1, 2023.....	8/23/2022	Finance	5-0
Add an additional \$103,000 to be used to complete the Administration Building and direct the General Manager to commingle the Baldwin funds and the additional administration funds as needed to approve payments related to the Administration Building.....	8/29/2022	Finance	4-0
Authorize the General Manager to contract with Alliance Consulting Engineers to make project plan changes and remain on board through the end of PD5 electrical construction in an amount not to exceed \$54,000.	8/29/2022	Contract	4-0
Authorize the General Manager to contract with KPFF Engineers to perform inspections and create a repair plan for pilings under the RORO Dock at the International Terminal in an amount not to exceed \$129,000.	9/27/2022	Contract	5-0
Authorize the General Manager to execute the third amendment to the Rogue lease agreement subordination, non-disturbance and attornment agreement as presented pending additional research and language sufficient to satisfy the Port's attorney requirement with the last extension ending in 2047	9/27/2022	Lease	5-0
Authorize the General Manager to execute a purchase order under the state contract for two compact pickup trucks not to exceed \$50,000.....	9/27/2022	Contract	5-0
Authorize the General Manager to contract with DOWL Engineers for permit plans and alternative analysis for the Port Dock 7 replacement project in an amount not to exceed \$300,000, which includes contingency...	10/25/2022	Contract	4-0
Authorize the General Manager to contract with Smile a Mile to paint the RV Park Office and Distillery buildings in an amount not to exceed \$39,000, which includes contingency.....	10/25/2022	Contract	4-0
Authorize the General Manager to contract with Civil West Engineering for the engineering plans and permitting of an extra staging lane at the South Beach boat ramp in an amount not to exceed \$13,500, which includes a 10 percent contingency.....	10/25/2022	Contract	4-0
Authorize the General Manager to contract with the low bid excavator to install conduit to the PUD specifications for streetlights in the Port Dock 7 east lot in an amount not to exceed \$20,000, which includes contingency.....	10/25/2022	Contract	4-0
Authorize the General Manager to purchase refuse carts from Rule Steel in an amount not to exceed \$20,000, which includes a 5 percent contingency.....	11/15/2022	Contract	5-0
Authorize the General Manager a spending or procurement limit of \$50,000 prior to requesting authorization from the Commission for items that have been budgeted or for an emergency.....	11/15/2022	Contract	5-0
Authorize the General Manager to enter into an agreement with Astound Fiber optics for \$1,775 per month for 36 months with automatic renewals.....	11/15/2022	Contract	5-0
Authorize the General Manager to make the payment for water leak repair services rendered by Port's Construction in an amount not to exceed \$16,280.....	11/15/2022	Contract	5-0
Authorize the General Manager to purchase 180 feet of new 6-foot floats from Scottco Distributors not to exceed \$47,000, which includes a 10 percent contingency and shipping.....	11/15/2022	Contract	5-0

Action	Date	Type	Vote Y/N
Authorize the General Manager to contract with Road and Driveway to pave 1,500 square feet adjacent to the terminal buildings in an amount not to exceed \$12,000, which includes an 8 percent contingency...	11/15/2022	Contract	5-0
Authorize the General Manager to make a \$3,337.78 payment to Bergerson Construction for work completed on the docks in the South Beach Marina.....	12/20/2022	Contract	3-0
Authorize the General Manager to contract with Smile a Mile to paint the RV Park Office and Distillery Buildings in an amount not to exceed \$39,393, which includes contingency.....	12/20/2022	Contract	3-0
Authorize the General Manager to purchase refuse carts from Rule Steel in an amount not to exceed \$20,375.....	12/20/2022	Contract	3-0
Authorize the General Manager to execute the third lease amendment with Rondy's.....	12/20/2022	Contract	3-0
Appoint Larry Osborne and Carol DeLong, for terms expiring in 2024, and Paul Zellman for a term expiring in 2025, to the Port of Newport Budget Committee.....	12/20/2022	Finance	3-0

We are proud of the work accomplished by our Commission and staff in 2022 in supporting the essential industries served by the Port and continuing to move forward with needed projects. We look forward to a successful 2023. This Annual Report is submitted to the Port of Newport by:

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James Burke, President

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Walter Chuck, Secretary/Treasurer

at their January 24, 2023 Regular Board Meeting.



## **COMMISSION MEETING ITEM**

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**DATE:** December 20, 2022  
**RE:** NOAA Automatic Transfer Switch  
**TO:** Director of Operations  
**ISSUED BY:** Jim Durkee– NOAA Facilities Manager

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### **BACKGROUND**

As part of the NOAA lease, the Port was required to supply emergency back-up power. As part of this system, we installed an Automatic Transfer Switch on the re-purposed Salmon Ranch generator.

We test this system monthly, it has always performed properly then, and during power failures.

As part of the maintenance on the system we have had it serviced annually by specialists.

We have a proposal from ASCO Power Services for a five-year contract.

### **PURPOSE, SCOPE AND DETAIL**

ASCO Power offers five-year service contracts. Because it is within budget forecasts, simplifies the annual process, and improves cost forecasts, staff recommends accepting the proposal.

The facility manager requests the contract from ASCO Power be approved for signing by the General Manager.

### **RECOMMENDATION**

Recommend that the Commission move to Authorize the General Manager, or designee, to sign Proposal # 129248 from ASCO Power Services.

August 23, 2022

Proposal # 129248

Jim Durkee  
Port Of Newport  
600 Se Bay Blvd  
Newport, OR 97365

Continuation of your periodic scheduled maintenance is essential to sustain your Emergency Power Equipment. Your current agreement expires on June 22, 2022. ASCO Power Services is pleased to offer the following maintenance package.

Annual equipment maintenance will be performed by factory trained field technicians directly employed by ASCO Power Technologies, L.P or ASCO Power Services, Inc., in accordance with the attached maintenance checklist(s) and list of covered equipment. When necessary, maintenance can be scheduled for off-hours and weekends. ASCO Power Services Maintenance Programs can be custom tailored to meet your unique requirements.

The maintenance agreement provides more than just an annual maintenance visit. It establishes your partnership with ASCO Power Services. Additional benefits include:

**ESSENTIAL MAINTENANCE**

- Priority emergency service response.
- Emergency Service Calls at no additional charge.
- Discounts on replacement parts.
- Discounted labor rates for additional services such as standby assistance or additional testing.
- Direct access to OEM repair parts.
- Prompt notification of factory upgrades and new product releases.
- Access to the ASCO Power Services "Emergency Stock" of replacement transfer switches located strategically throughout the U.S.
- Computer generated service reports for all covered equipment.
- Optional Circuit Breaker Preventative Maintenance and/or Infrared Scan.

If you choose to accept our proposal, please complete the Maintenance Selection Form and return.

Pricing established for this agreement has been negotiated for the planned activities to take place 6x24 Monday through Saturday.

Circuit breakers, protective devices, and battery replacement and testing are excluded. Replacement circuit breakers, protective devices, and batteries will be supplied at appropriate price discounts. Electrical work required to disconnect, reconnect, jumper, or rework is excluded as is rigging, drayage, storage and handling. Replacement of an ASCO transfer switch is at the option of ASCO Power Services. Other manufacturer's product replacement is expressly excluded, including engine/generator components.

Circuit Breaker testing and Infrared Scan will only be performed if the additional service(s) are selected on the Maintenance Program Selection Form herein.

Thank you for your consideration in making Asco Power Services, Inc. your service partner.

Sincerely,

PATRICK HIGGINS  
Account Representative  
Asco Power Services, Inc.  
3400 East Eight Mile Road, Stockton, CA 95212

Phone: (209)931-7700 Ext: 7229 Fax: (209)931-3173

E-mail: Patrick.Higgins@ascopower.com

**Port Of Newport**

**List of Covered Equipment:**

Should you find any discrepancies or errors with this list please notify your local account representative prior to the service date so that we may make the appropriate corrections.

**Site Address: Noaa Newport, 2002 Marine Science Drive, Newport, OR**

<b>Equipment Designation</b>	<b>Catalog Number</b>	<b>Serial Number</b>
	H7ADTB31000N5XC	646690

**Essential Pricing Options:**

<b>Terms in Years</b>	<b>Year to Year</b>	<b>Multi-Year</b>
Year 1	\$1,500.00	\$1,500.00
Year 2	\$1,575.00	\$1,500.00
Year 3	\$1,653.75	\$1,500.00
Year 4	\$1,736.44	\$1,575.00
Year 5	\$1,823.26	\$1,653.75

**Cost Comparison:**

5 years of annual maintenance administered and renewed each year:	<b><u>\$8,288.45</u></b>
5 year Maintenance Agreement, if accepted up front and invoiced annually:	<b><u>\$7,728.75</u></b>
A multi-year agreement can save your organization at least 6.75 % over 5 years:	<b><u>\$559.70</u></b>



**Maintenance Program Selection Form**

Proposal # 129248

**Please Select the Program Term and Type:**

<b>Program Term:</b>	
<input type="checkbox"/> 5 Year	<input type="checkbox"/> 3 Year
<input type="checkbox"/> 4 Year	<input type="checkbox"/> 2 Year
	<input type="checkbox"/> 1 Year

<b>Program Type:</b>
<input checked="" type="checkbox"/> Essn

**Payment Methods:** Company Purchase Order, Credit Card or Signed Selection Form

Purchase Order Number: \_\_\_\_\_ (Please Attach Hard Copy)

Credit Card Holder's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Tax Exemption #: \_\_\_\_\_ Email: \_\_\_\_\_

Applicable taxes will be included on your invoice unless formal documentation is provided with your order. If you are classified as tax exempt, please provide your tax exemption number and a copy of your exemption certificate.

This maintenance package will become active and invoicing will commence annually upon receipt of company purchase order, credit card information or signed selection form.

Should it become necessary for your company to cancel a service agreement with Asco Power Services, please understand the following:

Essential Service Agreements provide for annual scheduled maintenance and emergency service calls. Discounts are provided for replacement parts, as required, to complete repairs. Cancellation should be filed in accordance with our standard terms & conditions, 30 days. Upon receiving your letter or notice, we will determine whether any work has been executed under this agreement. If so, we will contact you to arrange for your final payment to Asco Power Services. If no work has been done, there will be no further invoices. Also understand that associated discount levels for our contract customers will be revised to standard time & material rates.

In the event, Asco Power Services has received advance payment (a multi-year agreement for example), we will calculate any remaining payment for services rendered and arrange for a credit or refund.

Asco Power Services will not refund or credit any part of unused services paid herein due to customer scheduling delays, work postponement by customer or changes in work scope.

**Bill To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Site Contact:** Jim Durkee  
Phone: (541)265-7758  
Email: JIM@PORTOFNEWPORT.COM

(If any of the above information is incorrect, please make the required changes)

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Remit the Completed Form to your Local Rep:**

Patrick Higgins, Account Representative

Phone: (209)931-7700 Ext: 7

Email: Patrick.Higgins@ascopower.com

Fax: (209)931-3173

**SERVICE AGREEMENT**

This Service Agreement ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, is made between Asco Power Services, Inc., a New Jersey corporation ("Seller") and \_\_\_\_\_ ("Buyer").

**Preliminary Statement:**

Buyer wishes to engage Seller to provide Buyer with the services described in the attached proposal (the "Services"), and Seller wishes to provide such Services to Buyer according to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Seller and Buyer agree as follows:

1. **Scope of Services:** Seller agrees to provide the Services as described in the attached Proposal # 129248 (the 'Proposal') to Buyer at the times on the schedule provided in the Proposal.
2. **Term:** Seller shall provide the Services over a period of \_\_\_\_ year[s] from the date hereof (the "Term"). Upon the parties' mutual agreement to (i) extend the Term for an additional year, (ii) any changes to the scope of the Services, as may be provided in an amendment to the Proposal, and (iii) any changes to the compensation paid Seller, as may be provided in an amendment to the Proposal, the Term shall be extended for a period of one additional year.
3. **Compensation:** Buyer agrees to pay Seller the amounts indicated in the Proposal for the Services within thirty (30) days of Seller's invoice. In the event the parties elect to extend the Term, any modifications to such compensation shall be provided in an amended Proposal.
4. **Incorporation of Terms:** Both the Proposal and the Asco Power Services Terms and Conditions of Sale attached hereto are hereby incorporated by reference into this Agreement. In the event the terms of this Agreement conflict with either the Proposal or such Terms and Conditions of Sale, the terms of this Agreement shall govern.

**IN WITNESS WHERE TO** the parties to this Agreement have executed it as of the date first above written.

**SELLER**

**BUYER**

Asco Power Services, Inc.

\_\_\_\_\_

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

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

Name: Michael Robison

Name: \_\_\_\_\_

Title: Midwest Regional Sales Manager

Title: \_\_\_\_\_

**ASCO AUTOMATIC TRANSFER SWITCH SCHEDULED MAINTENANCE CHECKLIST**

ASCO 962, 434 AND 7000 SERIES BYPASS MODELS DO NOT NEED TO BE DE-ENERGIZED

Procedure	Transfer Switch Status	
	De-energized	Energized
1. De-energize the switchgear and engine start signals.	Yes	No
2. Secure and lockout normal and emergency disconnects.	Yes	No
3. Remove the arc chutes and pole covers.	Yes	No
4. Verify and record all sensing and time delay functions in the switchgear.	Yes	Yes
5. Vacuum clean the accumulated dust from the switchgear and accessory panels.	Yes	Yes
6. Inspect for moisture or signs of previous wetness or dripping.	Yes	Yes
7. Remove dirt and grime with an approved solvent.	Yes	Yes
8. Clean and lubricate TS coil and operator linkage.	Yes	Yes
9. Inspect all insulating parts for cracks or discoloration due to excessive heat.	Yes	As Allowed
10. Inspect all main arcing contacts for excessive erosion.	Yes	Meter
11. Inspect all main current carrying contacts for pitting and discoloration due to excessive heat.	Yes	No
12. Perform contact resistance test on normal and emergency main contacts.	Yes	Meter
13. Inspect and clean all add-on panels and accessories.	Yes	Yes
14. Re-install arc chutes and pole covers.	Yes	N/A
15. Manually operate the main transfer movement to check proper contact alignment, deflection gap and wiping action and control contact operation.	Yes	No
16. Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary.	Yes	Controls Only
17. Reconnect Engine Start.	Yes	N/A
18. Re-energize the switchgear and conduct a test by simulating a normal source failure.	Yes	As Allowed
19. Perform millivolt drop readings across normal and emergency main contacts during transfer test.	Yes	Yes
20. Download event log and ATS Settings (Group 5 Controller only)	Yes	No
21. Prepare Computer Generated Report* of inspection for each piece of equipment and submit to customer.	Yes	Yes

\*A sample of this report is available upon request.

## ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

- 1. Contract Terms.** These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.
- 2. Prices.** Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. **Services Terms:** Additional charges will be billed to Purchaser at Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features); (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner); (iii) failure to operate equipment in accordance with applicable specifications; and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.
- 3. Taxes.** Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.
- 4. Terms of Payment.** Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.
- 5. Delivery and Schedule.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.
- 6. Risk of loss.** Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.
- 7. Substitutions.** Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.
- 8. Shortage.** Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.
- 9. Installments.** Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.
- 10. Force Majeure.** Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or fire or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.
- 11. Standard Warranty.** Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. **Exclusions & Limitations:** This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. **THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services:** With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.
- 12. Return of Products.** No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.
- 13. Intellectual Property.** Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

**14. Software.** Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAYS IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.**

**16. Insurance.** Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

**17. Import and Export.** Purchaser agrees that all Products and Services require proper compliance with import and export laws and administrative requirements including the payment of all associated duties, taxes and fees.

**18. Health and Safety Compliance.** Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

**19. Witness of Tests & Factory Inspections.** Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

**20. Patterns and Tools.** Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

**21. Nuclear Applications.** Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

**22. Nature of Relationship.** Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

**23. Termination.** Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

**24. Cancellation.** Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

**25. Amendments.** No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

**26. Applicable Laws.** All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

**27. Indemnity.** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

**DISCLAIMER:** The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

# **NEW BUSINESS**

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**DATE:** January 17, 2023  
**RE:** Additional Sediment Sample Testing, South Beach Marina  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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## **BACKGROUND**

The Army Corps of Engineers Portland Sediment Evaluation Team (PSET) is the entity that evaluates testing and sediment for dredging projects in this region. The process they use to evaluate sediment is part of the Joint Permit process. They have asked the Port to analyze our previously acquired sediment samples from South Beach Marina for two additional contaminants.

## **DETAIL**

While conducting recent sampling for their own dredging project in the Federal Channel at South Beach Marina, PSET found elevated amounts of dioxins and furans. The source of these compounds in South Beach is unknown, but they are found everywhere in the environment. They are often the result of combustion, and can occur in the environment as a result of numerous things from forest fires to burning plastics.

We didn't initially test for these compounds as part of the Joint Permit Application because they are so prevalent in the environment, but PSET has asked that we do so because they have seen an elevated level of them in their project area in South Beach.

## **BUDGET IMPACTS**

We will be using previously taken samples from South Beach for testing. We have room in the budget to complete this analysis.

## **RECOMMENDATION**

I RECOMMEND A MOTION APPROVING THE GM OR DESIGNEE TO ADD TESTING FOR DIOXINS AND FURANS TO THE SAMPLING CONTRACT FOR ADVANCED REMEDIATION TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$2,500, WHICH INCLUDES AN 10% CONTINGENCY.

# GENERAL MANAGER MONTHLY REPORT

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**DATE:** 01/24/23  
**PERIOD:** 12/16/22 – 01/19/23  
**TO:** Board of Commissioners  
**ISSUED BY:** Paula J. Miranda, General Manager

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## **OVERVIEW**

This was another short month with two holidays. Commercial Crabbing was delayed quite a bit but is finally here. The Alaska Fleet has departed, and our crew got really busy getting everyone ready. As always, they worked hard, some 24/7 to get the work done. We are very appreciative of the work they do.

Here are some of the highlights for the month:

### **South Beach**

Staff has been working on lighting replacement of pedestal lights, opting to install light poles instead of the pagoda lights atop of the pedestals, as those have been problematic due to vandalism.

NOAA Dredging: We are still working on some parts of the permit, which don't look very promising for this year, plus all NOAA vessels are still at port, which present a challenge for this winter. The actual dredging may need to be postpone until the beginning of the next fishing window, which starts in November.

Newport Fab Shop Building – Staff has replaced the roof and is now working on the siding, which is a bit more challenging because of the previous condition of the building. Funds have been budgeted for this project.

Street Camping has been a huge issue over at South Beach for quite some time. We have been working with the City and the Police on addressing the issue. The City Police is now able to apply the new ordinance to disallow folks to camp on the street in that area due to the closeness to dwellings. They are also working on placing signs, which will only allow for 4 hours parking, except during Halibut Season.

Seafood and Wine Festival: We are continuing to work with the Chamber on the Seafood and Wine Festival. Our RV Park is also completely booked for the event. There are only some dry camp spots left. The event will take place between Feb. 23<sup>rd</sup>-26<sup>th</sup>, 2023.

The RV Park and Marina are also nearly sold out for the summer. We are currently developing a plan to present to commission regarding future uses of the RV Park, as discussed in our work session. We have also been searching for a camp host and have received some potential applications.

## **North Commercial**

Administration Building: Unfortunately, due to electric parts delay, we were not able to move in on January 20<sup>th</sup> as anticipated. Parts will be here on the 23<sup>rd</sup> and will take another couple weeks for installation and inspections. We are planning on moving on February 10<sup>th</sup>. The February Commission meeting will be at the new building. We are also planning a ribbon cut off for earlier at the same day and a Stakeholder Open House on March 3<sup>rd</sup>.

Dock Assignment: Most of the coordination has been completed. Word has been out through many methods advising visitors to notify the Port. Things are going mostly okay, with a couple of visitor vessels not wanting to oblige, but things are under control. During the next fish seasons, we will send out word again about the new requirements.

Port Dock 7 Plan: An advisory planning group has been selected. The Consultant will be setting up meetings to start the process.

Port Dock 5 Power Pedestals: The Port has received the power pedestals, which is earlier than expected. The staff is trying to coordinate the work and will get it done when possible.

Public Parking: Aaron has been attending the City Committee regarding the public parking at Bay Blvd. The City is getting ready to install parking meters and things should get interesting as how the fishermen will behave regarding parking passes. We still don't have all the answers. This issue has been brought up through the Commercial Fishermen's Group before. As soon as we have all the answers we will make sure to communicate accordingly, so folks can be prepared.

## **Newport International Terminal**

RORO Dock Piling Assessment: We have received the repair plan, but we are still waiting for cost estimates to address any work necessary. Those repairs will most likely be included in our next budget year.

Dredging: We have received some of the permit, but still waiting for others. Once all permits are received, then we will need to go out for bid. We still anticipate being able to complete the work by this in-water work.

### **Miscellaneous:**

Dredging: We are still working on acquiring permits for dredging NOAA and NIT this year and the Marina next year.

Most customers can now make reservations online. Also, tablets are now being used by staff on the commercial docks to process loading and unloading.

Finances: As you can see throughout the reports there has been a lot of things that have influenced our finances from late start of crab seasons to projects not being completed because of grants not being received. Overall, things are going well.

Budget: The budget process has started. Staff is currently working on the numbers and initial packets have been sent to the budget committee. As we have been doing a lot of projects lately, the directors and I have



been meeting to go over projects for the current budget, as well as working on what projects can be accomplished for the next budget season while assuring the minimum contingency amount is not spent.

Purchase Authorizations: As commissioners requested, I wanted to keep you aware of authorized expenses above \$10K. This month I authorized the following expenses, all which are included on this year's budget:

\$15,590 - Vortex Services - We have budgeted \$60K for inspections - This is for an outfall line inspection at South Beach.

\$22,301.84 - Deere & Co - This was for purchase of a gator equipment for South Beach as budgeted.

\$266,702 - SDAO - This is for our insurance, which has already been authorized by the commission through the SDAO contract.

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

- 12/20/22 - Directors Meeting
- 12/20/22 - Blue Forest Conservations
- 12/20/22 - Commission Meeting
- 12/22/22 - Vision 2040
- 12/26/22 - Christmas Holiday
- 12/27/22 - Blue Economy (State)
- 12/30/22 - PTO
- 12/02/23 - New Year's Holiday
- 12/03/23 - PTO
- 01/06/23 - Communications Meeting
- 01/06/23 - Administration Building Meeting
- 01/09/23 - Operations Recurring Meeting
- 01/09/23 - Senator Wyden's Town Hall
- 01/09/23 - Finance Recurring Meeting
- 01/10/23 - Department Heads Meeting
- 01/10/23 - OCWCOG Meeting
- 01/11/23 - US Army Corps Event
- 01/11/23 - Meeting with PNWA
- 01/12/23 - Vision 2040 Meeting
- 01/13/23 - 01/13/23 - Airport Commercial Passengers Committee (City)
- 01/16/23 - MLK Holiday
- 01/17/23 - Directors Monthly Meeting
- 01/17/23 - Meeting with Rogue
- 01/19/23 - Capital Facilities Plan
- 01/20/23 - PNWA Executive Officer Meeting

- 01/20/23 - Administration Building Meeting

**Upcoming Schedule:**

- 01/23/23 - American Leadership Forum (Port Presentation)
- 01/23/23 - Operations Recurring Meeting
- 01/23/23 - Finance Recurring Meeting
- 01/24/23 - Directors Meeting
- 01/24/23 - Blue Economy (State)
- 01/24/23 - Board Practice Assessment
- 01/24/23 - Commission Meeting
- 01/25/23 - EDALC Broadband 101
- 01/25/23 - Yaquina Bay Economic Foundation (YBEF)
- 01/27/23 - NW Oregon Works
- 01/30/23 - Operations Recurring Meeting
- 01/30/23 - Blue Economy (State)
- 01/30/23 - Finance Recurring Meeting
- 02/01/23 - Communications Meeting
- 02/02/23 - Commercial Crew Quarterly Meeting
- 02/03-26/23 - PTO



## FINANCE DEPARTMENT MONTHLY REPORT

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**DATE:** 20 December, 2022  
**PERIOD:** July 1 to December 31, 2022  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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Final Financial Reports are included through December of 2022. We should have final reports through December at the January Commission meeting.

### Issues of Importance

#### Financial/ERP System/PacSoft

- Business Central Purchase Orders is rolled out to all Supervisors. We are in the process of rolling out and training on how to pull budget to actuals for each division.
- 555 reservations have been made online.
- Staff continues to identify ways to save time on data entry.
- The Commercial Marina has started processing boat loading and unloading using tablets.
- There are two issues to be resolved prior to March 1:
  - Online Reservations – if a customer makes a reservation and stops at as they are about to input their Credit Card, the reservation remains in the system (the reservation should be cancelled at this point). Although we have developed a report to catch this, they customer should pay their entire balance owed at the time the Online reservation is made.
  - Last issue – PacSoft exports data that is to be imported into Business Central. When the Journal entry is developed it does not balance correctly, the unearned revenue posts at the end of the month, the remainder of the income on the ending date of the stay with the Port. This causes Port staff to adjust the dates prior to posting.
- Business Central is up running, the issues reported are being resolved rather quickly and are generally process related.
- Reviews have been implemented in Payroll Now, after an employee has been with the Port for six months a reminder to prepare a review will be sent to the Supervisor.

#### RV Park and Marina's

- The RV Park spaces, and Marina Slips are nearly sold out through the summer months.
- Calls have picked up in the RV park for those looking for reservations throughout the summer (through August). However, we are only taking bookings six (6) months in advance, this stays in line with the policy for

the Marina.

- The only RV spaces available for the Seafood and wine Festival are Dry Camp spaces
- As of January 17, less than 180 spaces remain in the South Beach Marina, as we finish processing semi-annual reservations this number will drop substantially.
- A plan is being developed to reduce the number of long-term campers (summer) as well as the discount rate received by these campers.
- We have placed an advertisement for a RV camp host and received interest from some parties.

### **Budget Update**

- Work has begun on the FY 2023-24 budget.
- Introductory packets have been sent out to the new Budget Committee members.

### **Employee Handbook**

- We are merging two handbooks into one. This will be completed within 60 days. The next step is a final review and then a Departmental Head review. Prior to bringing the Handbook to the commission a work session will be held and the Handbook will be sent to the Port attorney and HRAnswers for legal review, only then will the Handbook be brought to the commission for approval.

### **Fiscal Manual**

- The development of a new Fiscal Manual is delayed until the Employee handbook is complete. The new fiscal manual will incorporate changes brought about by the new system, but also provide greater detail than the current manual. More policies and procedures will be included in the manual as well. The goal is to clarify and keep a written document on the policies and procedures in detail, this will allow newly hired accounting staff to understand the Port's accounting methodology and will also act as a reference manual to when a question arises.

### **Profit and Loss -**

*The Financial reports through December 2022 are attached for your review and are included in the commission packet.*

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

## **General Operating Fund Balance Sheet**

As of December 31, the Port General Fund had a cash balance of \*\*\$2,924,761, this is an increase of 319,329 versus the October 2022 financial Report; \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$1,784,761. Business Oregon has reimbursed the Port for all expenses submitted and requested that are related to the new building.

\*\* The NOAA Fund owes the General Operating Fund \$375,412, and although Business Oregon has paid the Port, the payment of \$446,153 is not reflected in the cash balance, raising the total cash to \$3,427,470, and available, non-restricted to \$2,287,470.

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

#### **All Departments**

- **Operating Revenue** is unfavorable by \$132,634
- **Operating expenses** are favorable by \$1,566,264
- **Operating Income** is favorable by \$1,433,629
- **Non-Operating Revenue** is unfavorable by \$4,617,350
- **Non-Operating Expenses** are favorable by \$894,187
- **Non-Operating Income** is unfavorable by \$3,723,163
- **Net income** is unfavorable by \$2,289,534

Operating revenue is unfavorable due to the slow start of crab season and the budget for RV Space Rentals being spread across 12 months evenly, instead of loading the busy season with the revenues.

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

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

#### **Administration**

- **Operating Revenue** is favorable by \$34,405
- **Personal Services** are favorable by \$78,761
- **Operating Income** is favorable by \$376,943
- **Non-Operating Revenue** is unfavorable by \$2,024,589
- **Non-Operating Expenses** are favorable by \$1,009,865
- **Non-Operating Income** is unfavorable by \$1,014,994
- **Net income** is unfavorable by \$638,050

Non-Operating Income is unfavorable as some of the building reimbursement funds (446,000) were received too late to include on the Income statement and December expenses for the building have not been submitted for reimbursement.

#### **International Terminal**

- **Operating Revenue** is unfavorable by \$553,953
- **Operating expenses** are favorable by \$1,190,609
- **Operating Income** is favorable by \$636,655
- **Non-Operating Revenue** is unfavorable by \$30,000
- **Non-Operating Expenses** are favorable by \$2,848,358

- **Non-Operating Income** is favorable by \$2,818,358
- **Overall, Net income** is favorable by \$3,455,014

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

**Commercial Marina**

- **Operating Revenue** is unfavorable by \$120,662
- **Operating expenses** are favorable by \$389,769
- **Operating Income** is favorable by \$661,967
- **Non-Operating Revenue** is Neutral \$0
- **Non-Operating Expenses** are unfavorable by \$106,446
- **Non-Operating Income** is unfavorable by \$106,446
- **Overall, Net income** is favorable by \$434,859

**South Beach**

- **Operating Revenue** is favorable by \$68,201
- **Operating expenses** are favorable by \$272,418
- **Operating Income** is favorable by \$340,619
- **Non-Operating Revenue** is unfavorable by \$3,008,644
- **Non-Operating Expenses** are unfavorable by \$573
- **Non-Operating Income** is unfavorable by \$3,009,217
- **Overall, Net income** is unfavorable by \$2,668,598

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

**NOAA Lease Revenue Fund  
Balance Sheet**

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

**Income Statement**

**Budget vs. Actuals**

- **Operating Revenue** is favorable by \$14,650
- **Operating expenses** are favorable by \$27,329
- **Operating Income** is favorable by \$83,056
- **Non-Operating Revenue** is unfavorable by \$481
- **Non-Operating Expenses** are favorable by \$197,618
- **Non-Operating Income** is favorable by \$197,137
- **Net income** is favorable by \$280,194

**NOAA Capital Maintenance Fund**

- Cash available \$1,710,177

**Bonded Debt Fund:**

**Balance Sheet**

- Cash available \$912,610

**Income Statement**

**Budget vs. Actuals**

- **Operating Revenue** is favorable by \$770,632
- Construction Fund:**
- Cash available \$13,096

**Facility Maintenance Fund:**

- Cash available \$483,185

###



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

Date: January 19, 2023

RE: Month Ending December 31, 2023

Issued by: Neva Rogers, RV Park and Marina  
Supervisor

With the year ending, we have had very strong sales for the year. This December we have had more sales than expected in both RV parks. The holidays did increase business, but we have had additional sales with some windows in good weather. Pre-sale reservations have been very steady with reservations dropping in daily for future sales in the park. Moorage has been slow but are seeing increasing interest with the opening of Commercial Crab Season. We are gearing up for a great season ahead. We are already sold out on all sites for the Seafood and Wine Festival with the exception of Dry Camp with 23 sites still available.





## **DIRECTOR OF OPERATIONS REPORT**

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**DATE:** 1/17/2023  
**PERIOD:** December 2022-January 2023  
**TO:** Paula J. Miranda, General Manager  
**ISSUED BY:** Aaron Bretz

### **OVERVIEW DIROPS**

#### **Summary:**

Commercial Crabbing operations have begun from the Commercial Marina. The Alaska Fleet has departed the Terminal, and in South Beach we have started looking ahead to the return of the Seafood and Wine Festival. South Beach personnel have rotated through the Commercial Marina to augment shortages and cover during this busy season. The crew has done a great job getting pots loaded and out of the lot.

#### **Detail:**

- **Army Corps CAP Section 107 Project (Commercial Marina Channel Dredging)**  
Still ongoing; sediment sampling will likely be pushed to the construction phase due to the overall budget of this phase of work.
- **Admin Building**  
Awaiting delivery of electrical panels; asphalt work was completed, fiber is installed.
- **RORO Dock Piling Assessment**  
Repair plan is in hand, awaiting cost estimates pending the designers options for addressing corrosion to the pilings.
- **Port Dock 7 Planning**  
Made selections for the planning advisory group for the new Port Dock 7 construction. I think we have an effective group, and our consultants are reaching out to schedule the meetings.
- **Port Dock 5C Repair / Port Dock 5 Rewiring**  
The marine power pedestals arrived from Eaton; we are currently planning how to fit the repair on 5A, the inspection of infrastructure, and the rewiring of the docks into one project. This has effected the scope of work, but we are not yet done editing the scope.

- **Dredging**

The Army Corps has requested that we conduct further analysis on the samples that were taken in the South Beach Marina for the SB Marina dredging. The Corps found elevated levels of dioxins and furans when they were conducting sample analysis within the federal project area. Because of that, they have requested that we test for those same compounds in the Port's project area. These compounds are commonly found everywhere in the environment, and are often the result of combustion. There are many sources of these compounds from wildfires to burning plastics. We have the samples, and will simply need to test for this additional contaminant; we will use contingency funds to cover the cost.

Permits for the NOAA MOC-P Dredging and NIT Projects are lagging. We are currently waiting for 401 water quality certifications, and DLCD has elected to exercise their discretion to require additional processes for the NOAA project. We have bids in hand, but at this juncture it looks like we'll have to schedule NOAA MOC-P for the fall; the berths are still occupied by NOAA ships in any case. If we conduct the work next fall, the benefit will be that we can start on NOV 1<sup>st</sup>, and give NOAA a chance to get the ship schedules better coordinated.

- **South Beach Gangway Grating**

The nonskid grating on the gangways heading down to F Dock in South Beach have been replaced; next will be E Dock. We chose the two worst ones to start with, and will progress through the rest as budget allows.

- **South Beach Dock Lighting**

After fighting replacement of pedestal lights in South Beach for quite some time, we decided to depart from the pagoda lights atop the pedestals that are highly susceptible to vandalism and carelessness. We are preparing to install light poles, and have the fixtures in stock already. Light poles are inbound and we plan to start with "A" Dock next week.

- **Newport Fab Shop Building**

Siding replacement is underway, new roof has been completed. The siding replacement has revealed some problems with rot on the sheeting and in the studs, and we are addressing those problems as we go.

- **Staffing**

We have had a high degree of difficulty getting candidates all the way through the hiring process. We continue to try, but remain short staffed in the Commercial Marina.

- **Street Camping South Beach**

We have tried for more than a year to reduce street camping in front of the RV Park. The City has now determined that their camping ordinance is enforceable on Marine Science drive between SE 25<sup>th</sup> and the Hatfield. The City noticed illegal campers there, and they have moved out. The City has also agreed to issue a parking order to limit parking all along Marine Science Drive to four hours with some exceptions. I have a meeting with them this week to craft the wording, and at that point signs will go up all along Marine Science Drive. Enforcement is the City's responsibility.

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

**Billable Services Performed this Period (Dec)**

- Forklift – 76.93 hrs
- Moorage – 150 Days
- 30 Ton Hydraulic Crane – 63.5 hrs
- Hoist Dock Tie Up – 63.25hrs
- Labor – 126.25hrs
- 120V power – 0 hrs
- Other Overtime Billed 0hrs
- 208V power – 148 Days

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

**Billable Services Performed this Period:**

**South Beach Marina:**

- We had 323 launches for a total of \$2913

First set of Grating has been installed on F-dock, next set of grating is cut and ready to be installed on E-dock.

New dock lighting system parts are coming in so installation should start in the next week, and will be starting with A-dock.

Work has begun on Cherry Plant building where Newport Fab is renting. Siding is in progress and roof should be complete by the end of this week 1/17/23.

Minor repairs are being done in annex rv park to try and keep up with outdated electric hardware, and sewer infrastructure.

Planning for multiple projects that include, Island removal, washdown lane extension, major dock repairs, all docks included.

**Commercial Marina:**

Repairs have been made to the fingers on 5C. Cleats have been added to 5C and 5A, crew will add more on 5C once vessels are out of the way and time allows. Crab season is underway and with being short staffed its making it difficult to complete any maintenance project or repairs that are needed. Water leak on PD5 will be addressed as soon as time and staffing allows. Waiting on materials to repair the end of 5A. In the process of getting quotes to replace outdated waste oil tank, looking at doing one 6000 gallon tank or two 4000 gallon tanks.

**Staffing:**

We have the south beach crew coming to the commercial marina to give a hand and do cross training which is working out very well. Some staff will also be going out to the terminals as well so that we make sure that all departments don't get behind and when help is needed. We are looking at condensing seasonal positions into a fulltime position.

**Port Budget:**

Planning to hopefully finalize certain numbers so that projects can be started.

**NOAA MOC-P Jim Durkee, Maintenance Supervisor**

**Special Projects:**

Vessels Using the Facility Since My Last Report – NOAA vessels Hi’ialikai, Oscar Dyson, Bell M. Shimada, Okeanos Explorer, & Fairweather, OSU R/V Elakha.

Cleaning up landscaping along fence perimeter & parking areas.

Working on dredging bids.

Conducted inspection of NOAA facility with State Fire Marshal, Newport FD, and NOAA staff. Beginning to make appropriate changes and repairs from their assessment.