

PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA

Tuesday, October 28, 2014, 6:00 p.m.
Central Lincoln Public Utility District Board Room
2129 N Coast Highway 101, Newport, OR 97365

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

- I. Call to Order 6:00
- II. Changes to the Agenda 6:01
- III. Public Comment..... 6:02
- IV. Consent Calendar 6:08
 - A. Minutes
 - 1. Regular Meeting – September 23, 2014
 - B. Financial Report – Steve Larrabee, Director of Finance
 - C. Declaration of Surplus Property (3 Seized Vessels)
 - D. Newport Belle Lease Renewal
- V. Correspondence/Presentations..... 6:13
 - A. Rob Mills, SDAO/Seal Rock Water District, Management Practices Assessment
 - B. Bill Lackner/David Gomberg
 - C. USCG Request for Fast Response Cutters
- VI. Old Business
 - A. Financial Report – Accounts Paid (action) 6:25
 - B. International Terminal Engineering/Geotech Contract w/ GRI (action) 6:26
 - C. International Terminal Mitigation Construction Contract Amendment No. 31B w/ Natt McDougal Co. (action) 6:28
 - D. Rondys Lease Addendum (action)..... 6:30
- VII. New Business
 - A. Turkey Trot Special Event Permit 6:35
 - B. Hearing on Findings and Exempting Public Contracting for Admin Building (ORS 279C.335(5)(a)) 6:40
 - C. Res. Adopting Findings and Exempting Public Contracting for Admin Building 6:41
 - D. Res. Advocating USCG Air Station Retention..... 6:45
- VIII. Staff Reports
 - A. Departmental Reports 6:50
 - 1. Kevin Bryant, Commercial Marina Harbormaster
 - 2. Jim Durkee, Terminal Operations Manager
 - 3. Rick Fuller, NOAA Facilities Manager
 - 4. Penny Gabrielson, South Beach Occupancy Report
 - 5. Chris Urbach, South Beach Marina Harbormaster
 - 6. Mike Goff, TCB Security
 - 7. Safety Committee Report (no report due to inspections)
 - B. General Manager’s Report 6:55
 - 1. Ports of Newport/Toledo Goal Setting Work Session
 - 2. Port Attorney Evaluation
 - 3. Rogue Brewery Expansion
 - 4. Insurance Renewal

IX.	Commissioner Reports.....	7:05
	A. Holiday Schedules	
X.	Calendar/Future Considerations	7:15
	A. 11/03 Special Meeting, Port Admin Building Design, Noon, SB	
	B. 11/11 Veteran's Day, office closed	
	C. 11/12 Fishermen's Forum, PD7 Shop, 8:30am	
	D. 11/14 Fishermen's Appreciation Day, PD7 Shop, Noon	
	E. 11/19 SB Marina User's Meeting, 9am (SB Marina Activities Rm)	
	F. 11/25 Regular Commission Meeting, 6pm (SB Marina Activities Rm)	
	G. 11/27-28 Thanksgiving Day (office closed)	
XI.	Public Comment.....	7:20
XII.	Adjournment	7:25

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

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

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**PORT OF NEWPORT
MINUTES
September 23rd, 2014
Regular Meeting**

I. CALL TO ORDER

Commission President Walter Chuck called the regular meeting of the Port of Newport Board of Commissioners to order at 6:03 pm in the Central Lincoln PUD board room.

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

Commissioners Absent: None.

Port of Newport Management and Staff: Kevin Greenwood, General Manager; Stephen Larrabee, Director of Finance; Barb Martin, A/R Clerk; Rick Fuller, NOAA Facilities Manager; Mike Goff, TCB; Darlene Webster, Administrative Assistant.

Others Present: Dennis Anstine, News Times; Yale Fogarty, Pat Ruddiman and Barry Tower, ILWU Local 53; Jim Shaw, South Beach Resident; Lee Fries, Newport; Hal Pritchett, Private Citizen; Dick Beemer, Newport City Council; Officer Todd Sarazin, Newport Police; Kiera Morgan, KYTE FM Radio.

II. Changes to Agenda: Removed Item VII.A. Rondy's Lease Addendum action due to further review necessary by legal counsel and commissioners. This lease addendum will be rescheduled through a special session meeting at a later date. Added letter from John Westall; added under New Business item "E" Resolution 2014-12 Designation Bank Accounts and Authorizing check Signers. Added under staff reports special use permits and director of finance report.

III. Public Comment: No public comment was made.

IV. Consent Calendar-Approval of Minutes and Financial Report:
Commission reviewed minutes from July 22 regular meeting and the financial reports.

Motion by Jincks, seconded by Barton to approve the Consent Calendar. Motion carried 5-0.

V. Correspondence/Presentations:

Welcome to Kiera Morgan from KYTE FM Radio who will be audio recording this meeting and making it available on their website (<http://oregoncoastdailynews.wordpress.com/port-news>)

VI. OLD BUSINESS:

A. Financial Report-Accounts Paid

Accounts Payable conflict was noted by Fleck of "Englund Marine" and Brown of "Les Swab" who were paid this month and would abstain from voting. Greenwood recommended a quorum vote. Motion by Jincks, seconded by Barton to approve the Accounts Paid as presented. Motion carried 3-0.

B. International Terminal Unconsolidated Dredging Contract w/HME Construction

Cost estimate for dredging was included in the meeting packet relative to this project. The Army Corp of Engineers is currently utilizing HME Construction for dredge removal in the Federal channel and the bar. By mobilizing HME at present while work is still in progress for the Federal channel and bar dredging this contract attained would create a cost savings of approximately 200K of taxpayer's money than having to remobilize the equipment at a later date with HME. The HME contract cost estimate is less than 100k to complete this project. It would include water quality monitoring 100' above and 100' below the site, travidity monitoring at the tide changes during the day, inspection service charges when they use the ocean disposal site, and of course the cost of the dredging and disposal. Greenwood did send a letter thanking the Oregon Coastal Caucus for their advocacy for the International Terminal berth dredging extension. Greenwood and Barton's attendance at this conference made it a perfect venue to

acquire the assistance the Port needed to get the necessary permits approved while the Federal Channel dredging is still in progress. This effort accomplished the ability to utilize the EPA Ocean Disposal site eliminating the future handling of the siltstone, allowing to expose the true nature of the siltstone and allowing to accurately measure the amount of siltstone being removed. By HME removing the siltstone more data will be attained in order to determine how much siltstone will need to be removed in the future which would be probably in January. As of today we did receive the Army Corp of Engineers permit, we previous received the State of Oregon permit, so we now have a dredging project moving forward. The commissioners thanked both Greenwood and Barton for all their hard work on this project. Barton commended Greenwood's vast knowledge of this project. Greenwood also thanked the commissioners for their support.

Motion by Fleck, seconded by Barton to approve the General Manager to enter into a Contract with HME Construction for the International Terminal Unconsolidated Dredging. Motion carried 5-0.

C. International Terminal Dredge Survey Contract

This item was not included in the HME proposal contract because HME felt that Pre & Post survey work should be done by others to determine the final amount of dredge material. The Port tried to acquire three quotes but could only attain two. The two quotes were only within \$100 of each other; Northwest Hydro had experience in working with HME in the past verses Marzet. Northwest Hydro was the low bid and was Greenwoods recommendation to the commission.

Motion by Fleck, seconded by Barton to approve the General Manager to enter into a Contract with Northwest Hydro Inc. in the amount of \$5,400.00 Motion carried 5-0.

D. International Terminal Mitigation Contract

The Port previously received a cost estimate from Nat McDougal to do this work at a cost of \$515K. Due to the cost and available funds this meant that more review was needed to be done. Originally Frank Berg was going to volunteer his services but when shown the nature of the project and the complexity it would entail he reached back out to DayCPM who are familiar with this effort to submit a bid. Berg requested to DayCPM that he would like to spear head this project to completion under DayCPM to help the Port. Included in your packet is the cost estimate/contract with DayCPM to finish this project. It was the hope to simply contract with a contractor but due to the complexity of this project this was not possible. Berg is available to help coordinate all parties to complete this project. Bergs knowledge of this project is very important and his efforts in keeping costs down for the Port will be instrumental in the Ports success. It was the recommendation of Greenwood to approve a contract with Day CPM and Frank Berg to complete project management related to the international terminal mitigation, addition of terminal rip rap and excavation of the NOAA Eel grass mitigation site. DayCPM will be doing all the work on this project, amendments would be made for the dike removal and then another for the culvert removal with Nat McDougal.

Motion by Jincks, seconded by Brown to approve the General Manager to enter into a Contract with Day CPM Services in the amount of \$10,000 Motion carried 5-0

VII. NEW BUSINESS:

A. Rondy's Lease Addendum-was removed for a special session at later date. Commissioners Barton and Chuck will meet with GM and Haglund to review.

B. Donate Launch Fees for Hospice Regatta.

Discussion was made that at this time authorization is given to staff to move forward and donate launch fees for this event only. It was suggested reviewing donations during the budget process.

Motion by Barton, second by Jincks to approve Port Staff to donate launch fees for the Hospice Regatta of 2014. Motion carried 5-0.

C. Approve Geotechnical Survey for Admin Building

The committee for this project is made up of Greenwood, Brown, Jincks, Rick Fuller (acting as owner's representative for this project) and Hal Pritchett who assisted Port in the NOAA project. There are two elements that need to be completed, one is for the borings on the site. The admin building has been considered a non-essential facility which is a cost savings by not having more extensive testing that would have needed to be done if it was considered essential (and essential building is classified as a hospital or fire department etc). Fuller tried to acquire three bids for this survey but only could receive two (GRI and Foundation Engineering Inc). The lowest quote and Fuller's recommendation is for \$15,500 from GRI verses Foundation Engineering Inc at \$18,160. Fuller noted that we have had a past working relationship with GRI and is very impressed with the level of detail and workmanship that he has received in the past from GRI. Greenwood added that another survey contract that is within his purchasing authority is to be done for boundary surveying at an approximately cost of \$2,700 with a company that previously completed work at the NOAA facility; other bids came in at a range of 2,000 to 4,500 for this survey work.

Motion by Barton, second by Brown to approve the General Manager to enter into a Contract with GRI in the amount of \$15,500.00 for Geotechnical Survey for Admin Building Motion carried 5-0.

D. Parking Violation Adjustment from \$15 to \$40 Resolution 2014-11

Greenwood found inconsistencies in parking violation amounts that the Port and City charges. This resolution would pull out the parking violation as a specific class violation and match the amount to the City's violation charges. Based upon input from TCB Security and Port staff both felt that the Port should be in alignment with the City. Review of signage and parking areas was conducted by Newport Court Judge to insure proper notification and exposure is being made by the Port. Approximately 74 Port infractions were recorded last month and were mainly due in part to not having a "Port of Newport Parking Permit" sticker on the vehicle. Discussion about the steep increase made some uncomfortable, but ultimately commission understood the need to standardize rates.

Motion by Jincks, second by Fleck to approve Resolution 2014-11 Parking Violation Adjustment from \$15 to \$40. Motion carried 5-0.

E. Designating Bank Accounts and Authorizing Check Signers Resolution 2014-12

Required by state statute to add Stephen Larrabee as a check signer. This resolution would be reviewed annually or as changes occur.

Motion by Barton, second by Brown to approve Resolution 2014-12 Designating Bank Accounts and Authorizing Check Signers as amended. Motion carried 5-0.

VIII. STAFF REPORTS:

A. Departmental Reports

1. Director of Finance Report

Greenwood introduced Larrabee to the commission. Larrabee gave a short introduction of himself and his appreciation to Barb Martin for her support as well as other Port staff in the two days he has been here. Barb opened with her addendum to her report with the notification from the charter vessel Umatilla that it is no longer associated with Newport Marina Store & Charters (notification came from Chris Olson of NMS&C). She posed the question as to what is the criteria set down for a reduced moorage rate as she listed on her addendum for those vessels that are going to be independent charters. Previously some standards were established as to what a charter business must do to qualify as noted on this addendum. This discussion is the beginning of establishing a policy for those who conduct a charter business while utilizing Port property but are not affiliated with a store front business. These individuals would follow certain guidelines for qualifications. A recommendation was made for staff to develop a resolution to propose to the commission on how this policy would be implemented and include guidelines and a qualification criterion. More information will be attained, developed and presented to the commission next month. The commission wants to encourage those charter operators to be

forthright in notification to the Port of their business actions on Port property. But for now in light of the situation with the charter vessel Umatilla which currently has a special charter annual rate; the Umatilla will be removed from the special annual rate and will be charged the standard recreational annual moorage rate starting at the date of separation from NMS&C. This was the consensus of the commission board for the Umatilla.

B. General Manager's Report
1. Director of Finance Recruitment

Greenwood wanted to thank everyone for their help in the recruitment process. A variety of qualified applicants did apply for this position. Martin was thanked for her assistance over the last several months. The Port is very appreciative of her efforts.

2. Ports of Newport/Toledo Goal Setting Work Session

Greenwood mentioned that they had a great number of individuals confirm their attendance for this first work session (11 of 12). The date for the work session is set for October 30th at 5:30pm at the Port of Toledo offices. Some of the items for discussion prior to the meeting are reviewing some infrastructure projects that benefit both Ports customers, who are the individuals who use both Ports and how can we maximize as those two Ports more services. Some of the highlight points to cover are to develop an understanding that both Ports would support each other with letters/advocacy supporting grant and permit applications. The two would continue the "New" Yaquina Cup cardboard boat race in the future as a way to bring the two Ports together. Commissioners did not have any more to add except that the first item on Greenwood's list was very important to accomplish in these work sessions. Greenwood also noted the meetings will be held at times "out of district" for one group or another and that public meeting law regulations say that any goals/decisions that come out of the work session must be formally adopted at a regular meeting within the district boundaries of each perspective Port (this was confirmed with SDAO).

3. Port Attorney Evaluation

Greenwood noted that current Port By-Laws state that "Commission shall review the adequacy and job performance of the Port's legal counsel no less than every five years". This is new for both the Port and for Pete Gintner (legal counsel). Greenwood's recommendation as part of the process is to review approximately six areas that Gintner has helped the Port on (commission counsel, public contracting, contract review, marine vessel seizure compliance, facility codes, resolution and ordinance form). But there are other areas that can review the quality of work. For example, response time to questions, has counsel/advice produce any negative or positive consequences, acknowledges areas of less expertise and give recommendation for other counsel and billing expectations are at a fair rate and making sure that there are no surprises. Greenwood noted it is difficult to evaluate a professional when you are not part of that profession. The recommended approach would be that he would have a meeting with Gintner and would discuss the areas mentioned. Results would be shared with the commission and staff for final comments. In Greenwood's research he did not find an already developed evaluation process/format for larger municipalities. A request was sent to other Oregon ports but none had a similar process. In most cases legal counsel is on staff and they are evaluated as an employee. Barton recommended that some bona fide method of evaluation needs to be developed in order to know if you are getting the best representation by legal counsel and noting that this may be uncharted territory but some form of development without question should be done. Jincks mentioned the past attorneys for the Port that they have had and the levels of expertise we may have needed at that time and over the course due to budget restraints how less we may have needed legal counsel to be present to every meeting as an example or the level we currently need legal counsel currently, since Port staff could facilitate some functions. But when the Port does need specialized legal counsel they have attained legal counsel for that specific need i.e. Mike Haglund for the Terminal project. We definitely want a local attorney to be on hand, so the question posed by Jincks is what areas of counsel do we need a local attorney for? Commission's consensus is that Greenwood is on the correct track and to continue as proposed.

4. Rogue Brewery Expansion

Greenwood presented the request of the next phase of expansion from Rogue in the form of 40,500sf to their warehouse of which one third will be cold storage. Greenwood did propose other site options as follows to Rogue: RV Park Annex (3.46 acres), Fuller's Lot (2.0 acres) and

McLean Point (8.0 acres). PUD has about 10 acres as well. Greenwood mentioned that this is part of Rogue's ten year plan of expansion and if given the go ahead they would build tomorrow. The reason why Greenwood invited Lorna Davis of the Chamber and staff was some interest was made by the Chamber in acquiring a more permanent home for the Seafood and Wine event. Lorna did ask Rogue if there would be a possibility as they have done in the past to host the event within the Rogue building. Rogue would consider a ten year arrangement as a possibility. But the amount of square footage available would still limit the event in square footage since one third of the building will be cold storage but is an option for the Chamber. The consensus by the commission was to get more information and bring this back again in a special meeting.

5. Security Upgrades

Greenwood thanked the representation at this meeting by TCB and Newport Police. Presentation of all the security upgrades completed due to the Sept 8th break-in was reviewed. The loss of \$6,100 was not as great as the loss of Port back up data through this theft. And that each facility has been given the task of developing and submitting within 30 days an updated "Closing Procedure" process and that Larrabee will coordinate how information is backed up and how our information is transported etc.

6. Insurance Renewal

Mentioned again to the commissioners and encouraged by Greenwood for everyone to take the "insurance" training so we can receive an insurance credit. All of the commissioners have taken advantage and completed the one hour DVD's available at the Port Admin office and or have attended conferences. Everyone has confirmed completion so the necessary paperwork to receive credit for this training taken can be processed. In addition commissioners were given the flyer for the next SDAO Conference for 2015 training. The conference is in Eugene February 6-8, pre-registration is required. Those that have completed the 2014 training are as follows with date of completion: Chuck 4/23 ("How to be a Commissioner" in Toledo); Fleck 9/23 ("Public Meetings" via CD); Brown 2/9 (SDAO training in Seaside); Barton 9/23 ("Executive Director Performance Evaluation" via CD); and Jincks 9/23 ("Duties, Responsibilities and Liabilities" via CD), so we should qualify for our 10% savings.

7. Special Use Permits

Greenwood presented last minute special use permits (3) U-DA-MAN Fishing Tournament, Newport Rotary Trick or Treat Monster Feet 5k run and The Bay to Brews Half Marathon 10k. Mentioned that traditionally that the Port commission has signed those agreements but would like the authorization formalized with a motion of approval from the commission.

Motion by Barton, second by Fleck to approve the General Manager to approve the Special Use Permits for the three events listed. Motion carried 5-0.

IX. COMMISSIONER REPORTS:

Fleck encourage everyone to attend and or help with the "U-DA-MAN" fishing tournament on October 4th and was apologetic that it fell on the first day of deer season but that the 4th was the better day due to current conditions. Chuck attended the "Council of Governments" meeting and felt it was well presented. Barton commented on the process that Greenwood and supporting staff conducted the director of finance interviews. The process was very good and was impressed with the caliber of applicants that applied. Barton also mentioned that she will not be renewing her membership in June with the "Yaquina Bay Ocean Observing Initiative (YBOOI) and would like another commissioner to take her place. Chuck will be added to "Cascade West council of Governments".

X. PUBLIC COMMENT:

Jim Shaw reminded everyone to attend the grand re-opening of the Newport Municipal Airport on October 18th and how excited the members of the Lincoln County Pilots Association group are of the new runway. Shaw also read a contribution notice for the late Doug Nebert who passed away in May 2014 during a flight to Seattle with family on board.

XI. UPCOMING MEETINGS/EVENTS: Calendar was reviewed.

XII. ADJOURNMENT

There being nothing more to come before the Board of Commissioners, the meeting was adjourned at 7:40 pm

ATTEST:

Walter Chuck, President

Ken Brown, Secretary/Treasurer



Memo

To: Port of Newport Commissioners
From: Stephen Larrabee, Director of Finance
Date: October 23, 2014

Financials:

First quarter financials are attached. Overall income is up and expenses are down, a nice way to start out the first quarter.

A charge of \$361.20 for moorage and dock services was waived for our dredging contractor HME. This cost would have been charged to the Port under our contract with HME.

Finance Operations:

Staff reviewed and implemented back-up procedures to ensure the safety of our financial data. Staff also reviewed, drafted and implemented a purchase order procedure to help track all costs. The Finance team also began reviewing the Operations Manual for South Beach to identify ways to streamline operations, safeguard deposits and create a document that would allow a brand new employee to run the operation.

Special Projects:

The Finance team has been engaged in several projects this month including: researching and obtaining quotes to upgrade our computer technology that will allow for better sharing of information amongst all Port operations; spearheading an initiative to upgrade our security system throughout the entire Port and researching an upgrade to the work stations at the South Beach RV park based on an independent assessment done by special districts insurance services.

2013-14 Annual Audit:

The 2013-14 fiscal year audit is almost complete. The Audit team of Signe Grimstad and Mark Harris have been very thorough with questions and looking at the overall operations of the Port.

Please stop by or call anytime if you have questions.

Port of Newport Operating Fund
Balance Sheet
 As of September 30, 2014

	<u>Sep 30, 14</u>	<u>Sep 30, 13</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Available Cash & Equivalents	1,053,122.57	554,187.66	498,934.91
Restricted Cash & Equivalents	455,146.82	518,335.77	-63,188.95
Total Checking/Savings	<u>1,508,269.39</u>	<u>1,072,523.43</u>	<u>435,745.96</u>
Accounts Receivable			
Accounts Receivable	139,457.83	87,226.72	52,231.11
Total Accounts Receivable	<u>139,457.83</u>	<u>87,226.72</u>	<u>52,231.11</u>
Other Current Assets			
Allow for Bad Debt - CM	-10,000.00	-10,000.00	0.00
Allow for Bad Debt - SB	-4,000.00	-4,000.00	0.00
AR Property Tax	8,054.60	8,054.60	0.00
Assets Held For Sale	1,296.02	0.00	1,296.02
Cash Clearing	2,824.52	0.00	2,824.52
Due from other Port Funds	20,322.89	17,192.68	3,130.21
Prepaid Expenses	168,017.36	59,912.05	108,105.31
Undeposited Funds	20.00	0.00	20.00
Total Other Current Assets	<u>186,535.39</u>	<u>71,159.33</u>	<u>115,376.06</u>
Total Current Assets	<u>1,834,262.61</u>	<u>1,230,909.48</u>	<u>603,353.13</u>
Fixed Assets			
Capital Assets			
Capital Assets	89,128,397.64	89,128,397.64	0.00
Total Fixed Assets	<u>89,128,397.64</u>	<u>89,128,397.64</u>	<u>0.00</u>
TOTAL ASSETS	<u><u>90,962,660.25</u></u>	<u><u>90,359,307.12</u></u>	<u><u>603,353.13</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	89,109.05	77,292.21	11,816.84
Total Accounts Payable	<u>89,109.05</u>	<u>77,292.21</u>	<u>11,816.84</u>
Other Current Liabilities			
Accrued Interest Payable	90,347.00	90,347.00	0.00
Accrued Property Taxes	32,887.87	32,887.87	0.00
Current Portion-Long Term Debt	177,258.39	177,258.39	0.00
Payroll Liability	27,348.62	49,835.00	-22,486.38
Prepaid Moorage and Deposits	1,350.00	2,166.00	-816.00
Total Other Current Liabilities	<u>329,191.88</u>	<u>352,494.26</u>	<u>-23,302.38</u>
Total Current Liabilities	<u>418,300.93</u>	<u>429,786.47</u>	<u>-11,485.54</u>
Long Term Liabilities			
2013 FF&C Bond Premium	135,465.75	135,465.75	0.00
Long Term Debt	8,739,743.61	8,739,743.61	0.00
Total Long Term Liabilities	<u>8,875,209.36</u>	<u>8,875,209.36</u>	<u>0.00</u>
Total Liabilities	<u>9,293,510.29</u>	<u>9,304,995.83</u>	<u>-11,485.54</u>
Equity			
Contributed Capital	7,130,788.00	7,130,788.00	0.00
Fund Balance	-5,314,390.83	-5,722,419.16	408,028.33
Opening Balance Equity	79,446,413.75	79,446,413.75	0.00
Net Income	406,345.05	199,528.70	206,816.35
Total Equity	<u>81,669,155.97</u>	<u>81,054,311.29</u>	<u>614,844.68</u>
TOTAL LIABILITIES & EQUITY	<u><u>90,962,666.26</u></u>	<u><u>90,359,307.12</u></u>	<u><u>603,359.14</u></u>

Port of Newport Operating Fund
Statement of Operations
 July through September 2014

	<u>Jul - Sep 14</u>	<u>Jul - Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Lease Revenues	138,102.26	139,020.62	-918.36
Shipping Terminal Revenues	1,870.31	1,173.60	696.71
Hoist Dock & Services	106,287.01	91,050.24	15,236.77
Moorage	334,096.28	334,421.61	-325.33
Launch Ramp & Trailer Storage	27,944.50	23,622.50	4,322.00
Miscellaneous Revenue	7,684.00	11,083.85	-3,399.85
RV Parks	396,857.19	342,002.21	54,854.98
Total Income	<u>1,012,841.55</u>	<u>942,374.63</u>	<u>70,466.92</u>
Gross Profit	1,012,841.55	942,374.63	70,466.92
Expense			
Personal Services	199,323.04	257,927.04	-58,604.00
Materials & Services	345,890.40	375,691.09	-29,800.69
Debt Services	54,651.53	136,818.57	-82,167.04
Total Expense	<u>599,864.97</u>	<u>770,436.70</u>	<u>-170,571.73</u>
Net Ordinary Income	412,976.58	171,937.93	241,038.65
Other Income/Expense			
Other Income			
Property Tax Revenue	1,796.31	2,779.79	-983.48
Fund Transfers In	0.00	25,000.00	-25,000.00
Grant & Loan Proceeds	-903.00	-883.44	-19.56
Interest Income	1,081.75	584.42	497.33
Miscellaneous	3,736.90	0.00	3,736.90
Property & Dredge Sales	244.00	110.00	134.00
Total Other Income	<u>5,955.96</u>	<u>27,590.77</u>	<u>-21,634.81</u>
Other Expense			
Breakin Replacement	12,587.49	0.00	12,587.49
Total Other Expense	<u>12,587.49</u>	<u>0.00</u>	<u>12,587.49</u>
Net Other Income	<u>-6,631.53</u>	<u>27,590.77</u>	<u>-34,222.30</u>
Net Income	<u><u>406,345.05</u></u>	<u><u>199,528.70</u></u>	<u><u>206,816.35</u></u>

Port of Newport Operating Fund
Statement of Operations - Admin
September 2014

	<u>Sep 14</u>	<u>Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Lease Revenues	44,746.09	46,865.12	-2,119.03
Hoist Dock & Services	312.00	0.00	312.00
Moorage	90.00	0.00	90.00
Total Income	<u>45,148.09</u>	<u>46,865.12</u>	<u>-1,717.03</u>
Gross Profit	45,148.09	46,865.12	-1,717.03
Expense			
Personal Services	17,343.31	30,991.78	-13,648.47
Materials & Services	26,474.43	60,926.75	-34,452.32
Total Expense	<u>43,817.74</u>	<u>91,918.53</u>	<u>-48,100.79</u>
Net Ordinary Income	1,330.35	-45,053.41	46,383.76
Other Income/Expense			
Other Income			
Property Tax Revenue	502.75	882.11	-379.36
Fund Transfers In	0.00	25,000.00	-25,000.00
Interest Income	391.55	221.00	170.55
Total Other Income	<u>894.30</u>	<u>26,103.11</u>	<u>-25,208.81</u>
Net Other Income	<u>894.30</u>	<u>26,103.11</u>	<u>-25,208.81</u>
Net Income	<u><u>2,224.65</u></u>	<u><u>-18,950.30</u></u>	<u><u>21,174.95</u></u>

12:15 PM
10/24/14
Accrual Basis

Port of Newport Operating Fund
Statement of Operations - NIT
July through September 2014

	<u>Jul - Sep 14</u>	<u>Jul - Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Shipping Terminal Revenues	1,870.31	1,173.60	696.71
Hoist Dock & Services	34,757.24	25,134.79	9,622.45
Moorage	17,298.00	13,455.00	3,843.00
Miscellaneous Revenue	1,958.07	8.25	1,949.82
Total Income	<u>55,883.62</u>	<u>39,771.64</u>	<u>16,111.98</u>
Gross Profit	55,883.62	39,771.64	16,111.98
Expense			
Personal Services	13,078.15	14,226.38	-1,148.23
Materials & Services	38,113.65	34,679.59	3,434.06
Debt Services	47,055.93	33,405.93	13,650.00
Total Expense	<u>98,247.73</u>	<u>82,311.90</u>	<u>15,935.83</u>
Net Ordinary Income	<u>-42,364.11</u>	<u>-42,540.26</u>	<u>176.15</u>
Net Income	<u><u>-42,364.11</u></u>	<u><u>-42,540.26</u></u>	<u><u>176.15</u></u>

12:17 PM
 10/24/14
 Accrual Basis

Port of Newport Operating Fund
Statement of Operations - SB
 July through September 2014

	<u>Jul - Sep 14</u>	<u>Jul - Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Hoist Dock & Services	3,246.40	2,368.24	878.16
Moorage	199,989.78	196,891.25	3,098.53
Launch Ramp & Trailer Storage	27,780.50	23,301.00	4,479.50
Miscellaneous Revenue	3,549.25	8,865.24	-5,315.99
RV Parks	396,857.19	342,002.21	54,854.98
Total Income	<u>631,423.12</u>	<u>573,427.94</u>	<u>57,995.18</u>
Gross Profit	631,423.12	573,427.94	57,995.18
Expense			
Personal Services	72,457.97	81,039.99	-8,582.02
Materials & Services	181,966.32	164,601.05	17,365.27
Debt Services	1,393.65	1,393.65	0.00
Total Expense	<u>255,817.94</u>	<u>247,034.69</u>	<u>8,783.25</u>
Net Ordinary Income	375,605.18	326,393.25	49,211.93
Other Income/Expense			
Other Income			
Grant & Loan Proceeds	-903.00	-883.44	-19.56
Property & Dredge Sales	244.00	0.00	244.00
Total Other Income	<u>-659.00</u>	<u>-883.44</u>	<u>224.44</u>
Other Expense			
Breakin Replacement	12,587.49	0.00	12,587.49
Total Other Expense	<u>12,587.49</u>	<u>0.00</u>	<u>12,587.49</u>
Net Other Income	<u>-13,246.49</u>	<u>-883.44</u>	<u>-12,363.05</u>
Net Income	<u><u>362,358.69</u></u>	<u><u>325,509.81</u></u>	<u><u>36,848.88</u></u>

12:18 PM
10/24/14
Accrual Basis

Port of Newport Operating Fund
Statement of Operations - CM
July through September 2014

	<u>Jul - Sep 14</u>	<u>Jul - Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Hoist Dock & Services	67,300.17	63,547.21	3,752.96
Moorage	116,497.50	124,075.36	-7,577.86
Launch Ramp & Trailer Storage	164.00	321.50	-157.50
Miscellaneous Revenue	1,286.47	2,152.11	-865.64
Total Income	<u>185,248.14</u>	<u>190,096.18</u>	<u>-4,848.04</u>
Gross Profit	185,248.14	190,096.18	-4,848.04
Expense			
Personal Services	55,168.16	66,724.22	-11,556.06
Materials & Services	56,993.82	72,290.86	-15,297.04
Debt Services	1,738.95	2,295.84	-556.89
Total Expense	<u>113,900.93</u>	<u>141,310.92</u>	<u>-27,409.99</u>
Net Ordinary Income	<u>71,347.21</u>	<u>48,785.26</u>	<u>22,561.95</u>
Net Income	<u><u>71,347.21</u></u>	<u><u>48,785.26</u></u>	<u><u>22,561.95</u></u>

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10/24/14

Accrual Basis

Port of Newport - NOAA Fund

Balance Sheet

As of September 30, 2014

	Sep 30, 14	Sep 30, 13	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Cash & Equivalents	4,698,897.58	4,767,125.32	-68,227.74
Total Checking/Savings	4,698,897.58	4,767,125.32	-68,227.74
Other Current Assets			
Prepaid Expenses	27,958.51	38,220.88	-10,262.37
Bond Costs (net amortization)	587,640.00	587,640.00	0.00
Total Other Current Assets	615,598.51	625,860.88	-10,262.37
Total Current Assets	5,314,496.09	5,392,986.20	-78,490.11
TOTAL ASSETS	5,314,496.09	5,392,986.20	-78,490.11
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	26,023.41	21,959.52	4,063.89
Total Accounts Payable	26,023.41	21,959.52	4,063.89
Other Current Liabilities			
Vacation Payable	938.00	1,588.00	-650.00
Current Portion-Long-Term Debt	790,000.00	790,000.00	0.00
Accrued Interest Payable	509,285.00	509,285.00	0.00
Total Other Current Liabilities	1,300,223.00	1,300,873.00	-650.00
Total Current Liabilities	1,326,246.41	1,322,832.52	3,413.89
Long Term Liabilities			
Long-Term Debt	22,343,121.00	22,343,121.00	0.00
Total Long Term Liabilities	22,343,121.00	22,343,121.00	0.00
Total Liabilities	23,669,367.41	23,665,953.52	3,413.89
Equity			
Opening Balance Equity	-17,956,077.71	-17,956,077.71	0.00
Unrestricted Net Assets	503,822.80	781,075.07	-277,252.27
Net Income	-902,616.41	-1,097,964.68	195,348.27
Total Equity	-18,354,871.32	-18,272,967.32	-81,904.00
TOTAL LIABILITIES & EQUITY	5,314,496.09	5,392,986.20	-78,490.11

Port of Newport - NOAA Fund
Operating Statement 2014-2015
 July through September 2014

	<u>Jul - Sep 14</u>	<u>Jul - Sep 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Lease Income	635,284.53	634,491.09	793.44
Interest Income	2,538.50	2,928.83	-390.33
Total Income	<u>637,823.03</u>	<u>637,419.92</u>	403.11
Expense			
Personal Services	24,881.47	24,886.09	-4.62
Materials & Service	99,350.56	81,955.93	17,394.63
Debt Service	1,414,291.88	1,401,141.88	13,150.00
Total Expense	<u>1,538,523.91</u>	<u>1,507,983.90</u>	30,540.01
Net Ordinary Income	-900,700.88	-870,563.98	-30,136.90
Other Income/Expense			
Other Expense			
Capital Outlay	1,915.53	8,530.70	-6,615.17
Fund Transfers Out	0.00	218,870.00	-218,870.00
Total Other Expense	<u>1,915.53</u>	<u>227,400.70</u>	-225,485.17
Net Other Income	-1,915.53	-227,400.70	225,485.17
Net Income	<u><u>-902,616.41</u></u>	<u><u>-1,097,964.68</u></u>	<u><u>195,348.27</u></u>

Facility Maintenance Reserve Fund
Balance Sheet
As of September 30, 2014

	<u>Sep 30, 14</u>	<u>Sep 30, 13</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Umpqua Bank - Money Market	166,625.35	290,180.68	-123,555.33
Total Checking/Savings	<u>166,625.35</u>	<u>290,180.68</u>	<u>-123,555.33</u>
Total Current Assets	<u>166,625.35</u>	<u>290,180.68</u>	<u>-123,555.33</u>
TOTAL ASSETS	<u><u>166,625.35</u></u>	<u><u>290,180.68</u></u>	<u><u>-123,555.33</u></u>
LIABILITIES & EQUITY			
Equity			
Fund Balance	166,595.95	96,288.94	70,307.01
Net Income	29.40	193,891.74	-193,862.34
Total Equity	<u>166,625.35</u>	<u>290,180.68</u>	<u>-123,555.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>166,625.35</u></u>	<u><u>290,180.68</u></u>	<u><u>-123,555.33</u></u>

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10/24/14

Accrual Basis

Construction Fund - Port of Newport

Balance Sheet

As of September 30, 2014

	<u>Sep 30, 14</u>	<u>Sep 30, 13</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Construction Fund Bank Accts	750,698.73	943,184.69	-192,485.96
Total Checking/Savings	750,698.73	943,184.69	-192,485.96
Accounts Receivable			
Accounts Receivable	0.00	200,368.00	-200,368.00
Total Accounts Receivable	0.00	200,368.00	-200,368.00
Total Current Assets	750,698.73	1,143,552.69	-392,853.96
TOTAL ASSETS	<u>750,698.73</u>	<u>1,143,552.69</u>	<u>-392,853.96</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
A/P - Construction	92,273.50	158,318.38	-66,044.88
Total Accounts Payable	92,273.50	158,318.38	-66,044.88
Total Current Liabilities	92,273.50	158,318.38	-66,044.88
Total Liabilities	92,273.50	158,318.38	-66,044.88
Equity			
Fund Balance	750,803.54	1,212,169.60	-461,366.06
Net Income	-92,378.31	-226,935.29	134,556.98
Total Equity	658,425.23	985,234.31	-326,809.08
TOTAL LIABILITIES & EQUITY	<u>750,698.73</u>	<u>1,143,552.69</u>	<u>-392,853.96</u>

Bonded Debt Fund - Port of Newport
Balance Sheet
 As of September 30, 2014

	<u>Sep 30, 14</u>	<u>Sep 30, 13</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Gen Obligation Bond MM-OCB	55,240.07	17,362.61	37,877.46
Total Checking/Savings	<u>55,240.07</u>	<u>17,362.61</u>	<u>37,877.46</u>
Accounts Receivable			
Due from General Operating Fund	4,273.61	0.00	4,273.61
Total Accounts Receivable	<u>4,273.61</u>	<u>0.00</u>	<u>4,273.61</u>
Other Current Assets			
Property Tax Receivable	67,552.12	67,552.12	0.00
Total Other Current Assets	<u>67,552.12</u>	<u>67,552.12</u>	<u>0.00</u>
Total Current Assets	<u>127,065.80</u>	<u>84,914.73</u>	<u>42,151.07</u>
Other Assets			
Bond Issue costs, net of amort.	282,476.00	282,476.00	0.00
Total Other Assets	<u>282,476.00</u>	<u>282,476.00</u>	<u>0.00</u>
TOTAL ASSETS	<u><u>409,541.80</u></u>	<u><u>367,390.73</u></u>	<u><u>42,151.07</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Bonds Payable - Current	275,000.00	275,000.00	0.00
Total Other Current Liabilities	<u>275,000.00</u>	<u>275,000.00</u>	<u>0.00</u>
Total Current Liabilities	<u>275,000.00</u>	<u>275,000.00</u>	<u>0.00</u>
Long Term Liabilities			
2007 Series Bonds	4,311,895.00	4,311,895.00	0.00
2008 Series Bonds	4,414,904.00	4,414,904.00	0.00
2011 Series Bonds	5,267,831.00	5,267,831.00	0.00
Total Long Term Liabilities	<u>13,994,630.00</u>	<u>13,994,630.00</u>	<u>0.00</u>
Total Liabilities	<u>14,269,630.00</u>	<u>14,269,630.00</u>	<u>0.00</u>
Equity			
Bonded Debt Fund Balance	1,108,548.00	1,108,548.00	0.00
Retained Earnings	171,973.05	126,399.84	45,573.21
Opening Balance Equity	-15,156,375.83	-15,156,375.83	0.00
Net Income	15,766.58	19,188.72	-3,422.14
Total Equity	<u>-13,860,088.20</u>	<u>-13,902,239.27</u>	<u>42,151.07</u>
TOTAL LIABILITIES & EQUITY	<u><u>409,541.80</u></u>	<u><u>367,390.73</u></u>	<u><u>42,151.07</u></u>



To: Port of Newport Board of Commissioners
From: Barb Martin
Copy: Management Staff
Date: October 20, 2014
Re: Declaration of surplus property

Declaration of Excess Property

Three vessels were seized at the end of July for delinquent accounts, no insurance and no current documentation or Moorage License Agreements.

Vessel	ID#	Amount Owed
S/V Wood Rose	991927	\$4,465.12
Slim	OR269CU	\$3,861.14
Skipper Lynn	591478	\$6,842.48

All are recreational vessels moored at Port of Newport, Newport Marina in South Beach. They were obtained by the Port of Newport on September 30, 2014 at public auctions with no bidders other than the Port.

The goal is to dispose of these vessels, hopefully through sale.

This request is to have the vessels declared surplus property so they may be disposed of.

COMMERCIAL LEASE

THIS LEASE made January 1, 2015, between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and Michael Wilkinson and Nancy Sims, dba NEWPORT BELLE BED & BREAKFAST, hereinafter referred to as "Lessee".

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

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

The first 120 feet of H-Dock, East End. See attached drawing.

2. **TERM.**

The term of this Lease shall be for a five (5) year term. The term shall commence on January 1, 2015 and shall end on December 31, 2019. Monthly rental payments shall be due within ten (10) business days of the 1st of each month.

3. **RENEWAL OPTION.**

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

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

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

4. **CONDITION OF PREMISES.**

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

5. **USE OF LEASED PREMISES.**

5.1 Lessee is hereby granted the right and privilege, and exclusive use of the Leased Premises for the operation of the Lessee's Bed & Breakfast vessel. Lessee shall provide a full service Bed & Breakfast establishment, such service to be operated and attended by Lessee or a qualified employee of Lessee, on a daily basis, during all hours or on call. Lessee shall not offer products or services not customarily offered by a Bed & Breakfast service without the express written consent of Lessor. Said consent, if granted, can be revoked at any time for any reason whatsoever.

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

5.2 Lessee, as part of its operations, shall at all times provide and maintain on board the solid waste pump equipment capable of lifting solid waste from the vessel to the top of the pedestrian walkway located near the top of H-Dock. Charges for accepting solid waste disposal shall be the responsibility of Lessor.

5.3 It is understood that the actual dock, equipment, piping, conduit, gangway, and all related equipment are the property of the Lessor, and the Lessor shall be solely responsible for the repairs of same throughout the term hereof. The Leased Premises shall include the first 120 feet of H-Dock and the right of access thereto. It is understood that all improvements to the premises and related to Lessee's operations on the premises become the property of Lessor upon installation, and Lessor does not purport to grant any rights with respect to such improvements except for assurances of the continued ability to maintain such improvements in their present location or that alternate locations are available, if needed. Lessor reserves the right, at Lessor's expense, to relocate the Bed & Breakfast operation and other equipment if necessary for the best management of the marina complex. Lessor shall make reasonable efforts to minimize interference with Lessee's operations, but shall not be liable to Lessee for reasonable interference or disruption of such operations during any such relocation.

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

6. RENT AND OTHER CHARGES.

6.1 During this first year of the present lease term, (January 1, 2015 – December 31, 2019), the base rent shall be Seven Hundred Ninety Seven Dollars and no Cents (\$797.00) per month. In addition to the base rent, Lessee agrees to pay a monthly utility fee of Twenty Dollars (\$20.00) per month for the use of trash

service for a total monthly rate, including utility fee, of Eight Hundred Seventeen Dollars and no Cents (\$817.00).

The annual lease rate for a renewed term beginning January 1, 2016 will be adjusted to match the monthly moorage rate based on the overall length (OAL) of the Lessee's vessel, including all overhangs on both the bow and stern of the vessel, and set according to Lessee's annual printed rate schedule for the South Beach Marina. Future rental increases for a renewal term shall be the greater of (a) the rental based on the present moorage rate plus utility fee, as described above, or (b) a reasonable rental for the ensuing term beginning in the month of March each year after the first year by a percentage equal to the percentage change in the Consumer Price Index for Portland, Oregon, or the nearest comparable data on changes in the cost of living if such index is no longer published. In no event, however, shall the increase during any renewal term increase by more than five percent (5%).

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

7. **COMPLIANCE WITH GOVERNMENTAL RULES.**

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

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

8. **MAINTENANCE OF LEASED PREMISES.**

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

8.2 Lessee shall prepare an Oil Spill Prevention and Spill Response Plan (OSPSRP) (attachment A), and provide a copy to Lessor, and shall have sole responsibility for implementation of this plan and shall be responsible to comply with the Yaquina Bay Oil Spill Response Plan (YBOSRP) (attachment B). The Lessee as part of the YBOSRP shall within the first hour of any incident contact the Emergency Response

Team (attachment C). Lessee shall also be responsible to comply with any requirement of any environmental or other applicable law, rule, regulation, or requirement relating to lessee's facilities or operations.

9. **IMPROVEMENTS AND ALTERATIONS.**

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

10. **LIENS**

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

11. **TITLE AT TERMINATION.**

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

12. **UTILITIES, TAXES AND ASSESSMENTS.**

During the term of this lease, Lessee shall be responsible for payment of all utilities used by Lessee on the Leased Premises. Utilities, as used in this lease, include telephone, TV cable service, electricity, water, sewage, and garbage disposal. Lessee shall also pay any taxes that are levied on the Leased Premises and any improvements thereon, and shall pay any assessments levied on the Leased Premises to the extent reasonably applicable to the period of occupancy by Lessee under the terms of this Lease.

13. **DESTRUCTION OF LEASED PREMISES.**

13.1 If during the term of this Lease, the Leased Premises, or a portion thereof, are destroyed by fire or other casualty, however caused, Lessor shall promptly restore

the destroyed facilities (H-Dock and attached utilities) to substantially their original condition. The rental with respect to the Leased Premises shall be abated from the date of the casualty in proportion to the extent that the Leased Premises are not usable by Lessee during the time the restoration is being accomplished.

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

14. **INSURANCE.**

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

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

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

Lessee shall also keep in full force and effect the policy of insurance, insuring against the hazards and liability for pollution and environmental hazards, in a form and with coverage limits reasonably satisfactory to the Lessor, in no event less than

\$300,000, naming the Lessee and Lessor as named insured for the operations arising out of the operations of the vessel including its operation as a bed and breakfast. It is understood that such limit is relatively low, and in order to minimize risks from pollution and environmental hazards, Lessee shall at all times employ all reasonable precautions to avoid claims arising from pollution and other environmental hazards caused by Lessee's actions or operations. Deductibles shall be the responsibility of the Lessee, and the Lessor shall not be required to contribute toward any deductible.

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

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

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

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

14.5 Lessee hereby waives any and all rights of recovery against Lessor, its officers, agents and employees, for any loss or damage, including consequential loss or damage caused by any peril, or perils including negligent acts, enumerated in each insurance policy required to be maintained by Lessee hereunder. This waiver of subrogation shall not apply with respect to any claim by Lessee, if it is in contravention of any term or provision of any insurance policy which would otherwise provide reimbursement to Lessee, so as to render such coverage void. However, Lessee shall make reasonable efforts to obtain a policy or policies of insurance permitting such a waiver of subrogation, or expressly waiving subrogation.

15. **INDEMNITY**

15.1 Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims arising out of any injury to persons, including death or damage to property, sustained as a result of the acts of Lessee. Lessee shall defend any action

brought against Lessor or any of the agents or employees of Lessor based on any alleged injury or damage caused by Lessee, and Lessee shall pay all costs, including attorney fees, resulting from the action. Lessee shall not indemnify Lessor against any claims involving the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

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

16. **SIGNS.**

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

17. **DEFAULT OF LESSEE**

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

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

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

17.3 Failure to occupy or abandonment of the Leased Premises.

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

18. **BANKRUPTCY OR INSOLVENCY OF LESSEE**

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

18.1 A petition in bankruptcy filed by or against Lessee;

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

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

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

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

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

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

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

19. **RIGHT OF LESSOR TO REENTR LEASED PREMISES ON DEFAULT OF LESSEE.**

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

20. **DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.**

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

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

21. **EXPENSES TO BE PAID BY LESSEE ON TERMINATION OF LEASE DUE TO DEFAULT OF LESSEE.**

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

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

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

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

22. **RELETTING PREMISES ON DEFAULT OF LESSEE.**

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

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

23. **INSPECTION.**

Lessor and the agents and employees of Lessor may at all reasonable times enter the Leased Premises to inspect and determine whether the Leased Premises are kept

in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective tenants or buyers.

24. **ASSIGNMENT AND SUBLETTING.**

Lessee shall not assign or sublet any rights or interests under this Lease without the prior written consent of Lessor. Lessor shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable. In determining whether to consent to assignment Lessor may consider the financial ability and business experience of assignee.

25. **QUIET ENJOYMENT.**

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

26. **FORCE MAJEURE.**

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

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

27. **EFFECT OF WAIVER OF PRIOR BREACH.**

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

28. **SERVABILITY.**

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

29. **TIME OF ESSENCE.**

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

30. **SECTION TITLES ONLY FOR IDENTIFICATION.**

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

31. **NOTICES.**

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

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

TO Lessee: Michael Wilkinson
Nancy Sims
Newport Belle Bed & Breakfast
2126 SE OSU Drive
Newport, OR 97365

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

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

32. **ATTORNEYS' FEE'S.**

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

33. **HOLDOVER.**

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

34. **MODIFICATION OF LEASE.**

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

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

PORT OF NEWPORT

NEWPORT BELLE BED & BREAKFAST

Michael Wilkinson
Nancy Simms

BY _____

BY _____

President

Michael Wilkinson

BY _____

BY _____

Sec/Treasurer

Nancy Simms

Special Districts Association of Oregon

Management Practices Assessment: Answers to Your Questions

Q: What is the purpose of the Management Practices Assessment (MPA)?

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

Q: What does the MPA cover?

A: The MPA assesses board governance practices in six key performance areas that often determine whether the district will successfully achieve its outcomes. The practices involve regulatory, fiscal, customer service, personnel, and general management responsibilities that “come with the territory” of being a special district board.

Q: Why does the MPA need to be used in a facilitated discussion?

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

Q: SDAO has a Best Practices Checklist; why develop another tool?

A: SDAO uses the Checklist to encourage and document compliance with industry-wide best practices. Compliance is assessed on the basis of simple yes/no responses that are often provided by a board representative who may not be as well-informed or insightful as the full board. The MPA is designed to reflect a consensus of the views and expertise of all board members to produce a more comprehensive assessment of the district’s management practices.

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

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

Q: After our board completes the assessment, then what?

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

Kevin Greenwood

From: WILLIAM LACKNER <williamlackner001@msn.com>
Sent: Wednesday, October 08, 2014 1:17 PM
To: Rep.DavidGomberg; Kevin Greenwood; Steve Card
Subject: RE: The Port of Newport Refuses to hear Clam Diggers

Dear David, I am well aware of the Port's jurisdiction and their commitment to the environment. I appreciate your thoughtful response. I do not have any issues with your comments, "They cannot be blamed for former pollution, and I believe they deserve credit for their current remedial efforts." We appealed to them because there is a problem with pollution in the Yaquina River system. We appealed to them because the Port of Newport is not the source of the problem and they have shown the willingness to correct problems associated with the bay.

We have identified the source of pollution and potential sources of pollution to the bay. We have no tolerance to any level of pollution that may pose a threat to any of Oregon's bays. We desire that the State or Port establish dialog with the Railroad. I believe they have as much interest to minimize the level pollution entering the bay from their activities as we do. We would love to see federal funding to replace creosote railroad ties in the Pacific Northwest. In addition our position on the amount of pollution contributed by the Fred Wahl boat works differs from the information that the DEQ has in its possession but that is not the point. The level of contamination of the aquatic organisms downriver is the point and the source of our concern here. I'll quote local clam diggers, "Bill, we do not dig clams from Christer Island because they taste like metal."

The solution to the problem is to test the clams at Christer's Island to determine the level contamination they contain. Our goal is to be able to crab and dig clams in a pollution free environment. We would love to advise clam diggers that it is safe to consume the clams dug from the Yaquina River system, but today we cannot do that. It is the responsibility of all levels of government and industry working together to ensure that we achieve our goals.

William Lackner

From: rep.davidgomberg@state.or.us
To: keith.andersen@state.or.us; portman@portofnewport.com; williamlackner001@msn.com
Subject: RE: The Port of Newport Refuses to hear Clam Diggers
Date: Wed, 8 Oct 2014 18:16:24 +0000

Hi Bill,

Thanks for your passionate engagement on these issues.

While I share your concerns with contamination in Yaquina Bay, I think we need to be mindful that the Port does not control the entire estuary. Fred Wahl Boatworks and the Portland & Western Railroad are not under the jurisdiction of the Port of Newport.

My understanding is that the current Port leadership has been meticulous in its concern for environmental responsibility. They have invested in expensive mitigation projects related to dredging, and they have spent significant

time and money rehabilitating legacy pollution issues at the International Terminal site, among other positive actions. They cannot be blamed for former pollution, and I believe they deserve credit for their current remedial efforts.

I believe you will be happy to know that my office has worked with Wayne Hoffman of the Midcoast Watershed Council to identify locations along the P&W rail line where creosote-coated ties are concentrated. I have shared this information with the railroad's legislative liaison and have received assurances that crews will be collecting the ties promptly. This is a win for the environment, and an example of what can happen when we work collaboratively. As the old saying goes, you catch more flies with honey than vinegar.

In terms of the Port's agenda, it is not clear to me what they would be discussing. As mentioned, they do not have broad powers to regulate the entire bay or the shellfish fisheries. I understand they spend significant time and attention on the environmental impacts of activities on Port property. I am sure they welcome comments on those activities and suggestions for ways to better support the ecosystem and fisheries they host. Three minutes should be enough time to make your concerns known. It is certainly better than nothing.

Again, I share your concern for the environment. I look forward to the day when we don't have to wonder whether our legally harvested wildlife is safe to eat or not. I will do everything in my power to make that day sooner rather than later. The Port knows I care about the environment. While I support them wholeheartedly, I will be the first to speak out if I see them harming our waterways in any way.

Thanks again for writing to share your concern for this important issue. If I can be of further assistance in any way, please do not hesitate to be in contact.

Warm regards,

David

Rep. David Gomberg
Oregon House District 10
900 Court St NE H-371
Salem, OR 97301
541-921-2038

From: WILLIAM LACKNER [mailto:williamlackner001@msn.com]
Sent: Tuesday, October 07, 2014 9:16 PM
To: Rep Gomberg; Kevin Greenwood; ANDERSEN Keith
Subject: FW: The Port of Newport Refuses to hear Clam Diggers

Dear Kevin, we are well aware the limitations of the 3 minute rule. The rule is designed to limit the opinions of citizens at public meetings and is one reason we requested that our concerns be added to the agenda of the Port of Newport's Commission meeting. We have no interest to meet with you or the Port Commission for three minutes.

As Port Manage you should be concerned about the source of pollution that could have direct consequences on the recreational activities available to the public within the Port's jurisdiction. The question remains as to how many tons of sand blasted paint waste was directly discharged into the Yaquina River at the Fred Wahl Marine Boat Works. Our immediate concern is the level of contamination that may or may not have bio accumulated in the shellfish downstream from the contamination site. We make the same observation with the creosote dust discharged into the Yaquina River from the railroad ties associated with the rail line that

parallels the Yaquina River. What are the near term and long term consequences to the aquatic organisms in the Yaquina River and Bay from exposure by the continued discharge of creosote dust into the Yaquina River. Recently I refused to allow my family to take limits of crawdads from the Yaquina River for this exact reason.

In our initial request to you we included our concern about the discharge of bark dust contamination of the tidal flats and the dire consequences the bay suffered the last time the Port peeled logs on the gas plant road. We made our intentions perfectly clear that this must not occur again. What steps has the Port taken to prevent this from occurring again? We also expressed concern about the continued use of tributyltin used as bottom paint on cargo vessels that transport cargo into and from Oregon ports. The amount of tributyltin trapped in the sediment released into the Yaquina River at Fred Wahl exceeded the threshold set by the FDA. Just how far down river did the tributyltin travel? Just how far down river does the contaminates associated with the creosote bark dust travel down river especially those contaminates trapped in the sediment on the river bottom and then released to continue downstream by the heavy current related to seasonal rainfall?

It is apparent that the Port has no interest in pursuing our effort to limit pollution in Yaquina Bay. If it is not the Port's responsibility then who's responsibility is it? It is not the responsibility of the Lincoln County Health Department's or the DEQ's or the Governor of Oregon's or the members of the State Legislature's problem. All of these people claim no responsibility. So now we add you and the Port of Newport to the list of those who are not responsible. The Port has missed the opportunity to find the solution to these problems.

William Lackner

From: kgreenwood@portofnewport.com
To: williamlackner001@msn.com; rep.davidgomberg@state.or.us
CC: wchuck@portofnewport.com
Subject: RE: The Port of Newport Refuses to hear Clam Diggers
Date: Wed, 8 Oct 2014 00:32:12 +0000
Bill,

You're more than welcome to attend the Commission's public meetings and get your concerns on the public record. The Port is not attempting to restrict your right to make comment. Your email was also included in the commission packet last month, but if I understand you correctly the source of your concerns reside outside the port's district boundaries. The Port takes our environmental responsibilities seriously noted by the \$500k mitigation project behind the Oregon Coast Aquarium, the NOAA eelgrass mitigation project and ongoing surface water collection at the International Terminal. I encourage you to attend our meetings. The Port Commission By-laws allow each member of the public 3 minutes to discuss any issue.

Best regards,

Kevin

From: WILLIAM LACKNER [<mailto:williamlackner001@msn.com>]
Sent: Tuesday, October 07, 2014 11:31 AM
To: Rep.DavidGomberg
Subject: The Port of Newport Refuses to hear Clam Diggers

Dear David, The Port of Newport is exercising their right of Censorship by refusing to schedule our request for a hearing on both source point and non source point pollution as an agenda Item. In addition the DEQ without evidence of additional information about the contamination of the sediment at the former Fred Wahl boat works in Toledo would not be able to test the softshell clams at Christer's Island. Christer's Island is located approximately 400 yards downstream from the Fred Wahl site. The level of contamination at Fred Wahl site was far above the threshold levels established by the FDA. It is difficult to believe that the DEQ remove all of the contaminated substrate as they claim. We have a witness that assures us that the material that scraped and sandblasted from the bottom of the ships they worked on was routinely discharged into the Yaquina river over a period of years. What done is done and we need to move on but we need to know if the clams at Christer's island are safe to eat.

My question to you is how does the public achieve a level of confidence in the integrity of the clam stocks associated with contaminated sites, such as the Fred Wahl site, when the State and local agencies refuse to test the clams? Some local clam diggers refuse to dig clams from the clam beds at Christer's Island because the clams taste like metal. We also refuse to dig clams from Oregon's Industrialized bays. How will the public react when they find out that the clams from Oregon's industrialized bays are not fit to eat? The following is posted to the clam digger's blog. Our sole objective is the integrity of the shellfish taken from Oregon's bays.

The Port of Newport Refuses to hear Clam Diggers request as an agenda item. By doing so the Port refuses to engage in the dialog to limit the migration of Benzopyrene into Yaquina Bay from creosote borate railroad ties boarding the Yaquina river and bay. Consider the consequences of the States failure to protect the aquatic organisms that comprise the food chain of Oregon's rivers and bays. We want to solve the problems associated with contaminated clams. The lack of action by members of the Port of Newport demonstrate that they are part of the problem by refusing to hear us as a scheduled agenda item.

The following excerpt from the Oregonian was written By Rob Davis | rdavis@oregonian.com and documents the bioaccumulation of toxic carcinogenic compound PCBs in the fish resident to the lower Columbia River, "Before they landed on local fishermen's plates this summer, an environmental group tested five Columbia River fish to see what toxics lay within.

The results of Columbia Riverkeeper's analysis weren't unexpected, and for resident fish, they weren't good.

The worst? Two walleye, which had high levels of PCBs, polychlorinated biphenyls, cancer-causing industrial chemicals banned in 1979 that accumulate up the food chain in fish.

One had 175 times more PCBs than EPA consumption guidelines allow.”

This is not new information but a confirmation that the level of contamination in the Columbia River is far worse than the level reported by the State of Oregon.

Do clam diggers face the consequences of bioaccumulation in the clams harvested from Oregon’s industrialized bay as disclosed in samples of the resident fish taken from the lower Columbia River?

The bioaccumulation of toxic highly cariogenic substances and chemicals that alter our DNA in clams is an issue faced by the clam diggers that dig and consume clams taken from Oregon’s contaminated bays, Coos Bay, Yaquina Bay and to some extent Tillamook Bay. The level of contamination recorded in tissue samples taken from shellfish tested in Coos Bay while not above the threshold levels established by the FDA were high enough to contaminate those who include and consume contaminated clams as part of their normal diet.

William Lackner

make (māk) vb 1 to bring into being by shaping or altering 2 to form in the mind, a judgement or plan 3 to put together by combining parts 4 to build, construct, formulate, devise, create 5 to prepare for use; arrange 6 to cause to happen

October 21, 2014

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

Re: Potential Waterfront Tenant

Dear Mr. Greenwood:

The United States Coast Guard (USCG) is in the initial stages of identifying a homeporting location for two Fast Response Cutters (FRCs) between Neah Bay, Washington and Coos Bay, Oregon. The 2 FRCs, scheduled to arrive in this area in 2021, will be homeported at one location. AMEC E&I and MAKERS architecture and urban design have been contracted by the USCG to prepare a Homeport Feasibility Study and an Environmental Assessment. Our team will be capturing existing conditions and capabilities at potential sites for the USCG to use in their overall evaluation and decision making.

The Coast Guard is considering existing USCG and other federally owned sites as well as public and private sites for purchase or a long term lease arrangement. At a minimum, viable homeport sites must have the following characteristics:

- Waterfront berthing length: 174 ft. each
- Dedicated shore area: 2 to 3 acres for approximately 20,000 SF of support space, vehicle parking, and laydown area

Please respond to this email if you have facilities or property that could meet these requirements and would like to be considered as a possible homeport. Our team will be touring sites with Coast Guard personnel the week of November 17, at which time we will be evaluating the capabilities of each site and narrowing down the number of viable alternatives. The Feasibility Study completion is scheduled for March 10, 2015.

October 21, 2014

Page 2

If you have questions or wish to clarify requirements, you may contact Brent Huizingh at Makers architecture and urban design, who will be able to either answer your questions or direct you to someone who can. Non-technical scheduling, financial, policy or decision-making questions will be referred to a single representative designated by the USCG.

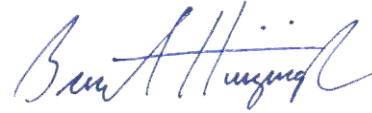
Sincerely,



Stefani Wildhaber

Partner

Stefaniw@makersarch.com



Brent Huizingh

Partner

Brenth@makersarch.com

CC: United States Coast Guard Chief, Planning & Real Property CEU Oakland



Acquisition Directorate

FAST RESPONSE CUTTER

Mission execution begins here.

PROJECT DESCRIPTION:

The Sentinel-class Fast Response Cutter (FRC) is a new Coast Guard patrol boat that is capable of deploying independently to conduct missions that include port, waterways and coastal security; fishery patrols; search and rescue; and national defense. Named after Coast Guard enlisted heroes, the FRCs are replacing the aging Island-class 110-foot patrol boats.

The first six FRCs will be homeported in Miami. Homeports for the next 28 FRCs have also been announced: Key West, Fla. (6); San Juan, Puerto Rico (6); Pascagoula, Miss. (2); Ketchikan, Alaska (2); Honolulu (2); Portland, Maine (2); Atlantic Beach, N.C. (2); Cape May, N.J. (2); and San Diego (4)

For updates on the FRC, visit the project's website <http://www.uscg.mil/acquisition/frc/default.asp>.



Coast Guard Cutter Bernard C. Webber (WPC 1101)

FEATURES:

- Enhanced response time with a minimum top speed of 28 knots
- Ability to conduct missions on moderate seas up to transit speed for eight hours in all directions
- Ability to survive on very rough seas up to loiter speed for eight hours in all directions
- Armed with a stabilized 25 mm machine gun mount and four crew-served .50-caliber machine guns
- Fully interoperable command and control systems with Coast Guard existing and future assets and with the Departments of Homeland Security and Defense

CHARACTERISTICS:

- Number Planned:** 58
- Length:** 154 feet
- Beam:** 25 feet
- Draft:** 9 feet, 6 inches
- Displacement:** 353 long tons
- Maximum Speed:** 28+ knots
- Range:** 2,950 nautical miles
- Endurance:** five days
- Crew:** 24

“The Sentinel-class of cutters is a tribute not only to the enlisted men and women serving in the Coast Guard today, but the many heroes that preceded them. It will be a critical asset in securing and protecting our nation’s maritime environment.”

—Adm. Robert J. Papp Jr., Commandant, U.S. Coast Guard

Port of Newport

Construction Fund

September 20, 2014 to October 21, 2014

Date	Num	Name	Memo	Amount
09/21/2014	11763	Pariani Land Surveying	Topographical Survey Culvert Area	500.00
TOTAL				500.00

Port of Newport

NOAA Fund

September 20, 2014 to October 21, 2014

Date	Num	Name	Memo	Amount
9/24/14	12498	Central Coast Excavating, Inc.	Clean Storm Water Catch Basin	935.00
9/24/14	12499	Contech Engineered Solutions	Refurbish Stormwater Filter System	864.39
9/24/14	12500	Road & Driveway	Lot Sweeping	300.00
9/24/14	12501	T & L Chemical Toilet Service	Holding Tank Rental	35.00
9/24/14	12502	Ultimate Pest Control, LLC	Contracted Pest Service	125.00
9/24/14	12503	Verizon Wireless	Phone charges and Replacement Phone	320.02
9/24/14	12504	Williams Scotsman Inc	Rent Mobile Office	291.04
9/24/14	12505	Fuller's Upholstery	Deposit for Bunker Freeze Cover	1,300.00
10/1/14	12506	Contech Engineered Solutions	Cartridge Stormwater Filter System	178.12
10/1/14	12507	Fastenal Company	Drill Index Kit	46.12
10/1/14	12508	Fuller's Upholstery	Bunker Freeze Cover	1,570.00
10/1/14	12509	G & K Floors	Janitorial Services	450.00
10/1/14	12510	Home Depot Credit Services	Insect Spray, Misc Supplies	104.55
10/1/14	12511	OR Dept of Consumer & Business Svcs	Boiler Permits (#103996 & 103997)	235.20
10/8/14	12512	Carson Oil Co., Inc.	Pump Out and Replace Fuel with Stabilizer	449.31
10/8/14	12513	Englund Marine & Industrial Supply	Cap Screws for gate	7.84
10/8/14	12514	Newport Rental Service	Scissor Lift Rental	167.00
10/8/14	12515	Pioneer Telephone Cooperative	Telephone	242.30
10/8/14	12516	TCB Security Services Inc	Elevator Phone Monitoring NOAA	20.00
10/8/14	12517	Thompsons Sanitary Service	Disposal & 20YD Dumpster	452.90
10/8/14	12518	S.D.A.O. - Special Districts Assoc. of OR	NOAA Health Ins	648.67
10/9/14	12519	Barrelhead Supply, Inc.	Caulking	37.66
10/15/14	12520	Central Lincoln PUD	Electric	58.02
10/15/14	12521	Chase-Visa	Hippo Hardware Support	199.00
10/15/14	12522	Lincoln County Public Works	Fuel	40.15
10/15/14	12523	Ultimate Pest Control, LLC	Contracted Pest Service	125.00
TOTAL				9,202.29

Port of Newport

Operating Fund

September 20, 2014 to October 21, 2014

Date	Num	Name	Memo	Amount
9/24/14	36007	Allegiance Benefit Plan Mgmt	Insurance Withholding	449.08
9/24/14	36008	Appliance Service Station	Repair washer #4 RV Park	240.00
9/24/14	36009	Business Oregon-OBDD	Loan 655-36-02	7,800.00
9/24/14	36010	DAS Operations	Annual OR Ethics Commission and Special F	619.30
9/24/14	36011	Department of Environmental Quality	Air Quality Annual Permit SB	144.00
9/24/14	36012	Fred Meyer Customer Charges	First Aid Supplies, Tape, Razor Blades	78.23
9/24/14	36013	Great America Financial Services	Copier Lease	139.60
9/24/14	36014	Lock Masters	Replace Doorknobs and keys	395.00
9/24/14	36015	Northwest Management Specialists, LP	Admin Consultation for Interview Teams	1,457.50
9/24/14	36016	Northwest Parking Equipment	Replace Pay Station locks	913.37
9/24/14	36017	NW Natural	SB Gas	124.51
9/24/14	36018	OR State Marine Board	Maintenance Assistance Program Pump out	903.00
9/24/14	36019	Pro-Training	Crane Certifications D Whaley & B Farmer	600.00
9/24/14	36020	T & L Chemical Toilet Service	Chemical Toilets Bayfront	486.00
9/24/14	36021	Tough Construction	Roof for Warehouse	13,100.00
9/24/14	36022	Verizon Wireless	Port cell phones	242.99
9/24/14	36023	Kevin Corwin	Sling shots and Ammo	30.25
9/24/14	36024	U.G. Cash & Carry	Cleaners, Coffee, Creamer	338.56
10/1/14	36025	Cardinal Services, Inc.	Temp Office Assistants	3,179.48
10/1/14	36026	Central Lincoln PUD	Electric Main Ramp Lot	386.81
10/1/14	36027	CenturyLink - Business Service	Telephone	48.37
10/1/14	36028	Coastal Paper & Supply, Inc.	Cleaners, Paper Products	1,512.97
10/1/14	36029	Design Space	Customs Office	247.00
10/1/14	36030	Direct TV	Cable SB RV Park	492.39
10/1/14	36031	Fastenal Company	Step Ladder, Hardware	113.28
10/1/14	36032	G & K Floors	Janitorial Services SB and Customs Trailer	3,960.00
10/1/14	36033	Grimstad & Associates	Audit Report 2014 In Progress	5,500.00
10/1/14	36034	Keller Supply Company	Fawcetts	616.31
10/1/14	36035	Neofunds by Neopost	Admin Postage meter refill	600.00
10/1/14	36036	Newport Oregonian	Daily Paper	54.00
10/2/14	36037	Ron Boylan	Moorage Refund	486.92
10/2/14	36038	Warren Thompson	Refund Deposit	290.00
10/2/14	36039	Scott Kastengren	Security Deposit refund	290.00
10/8/14	36040	Alsea Bay Power Products	Chain Saw Repair	188.64
10/8/14	36041	Ben's Diving	Diving to Clean Electrical	350.00
10/8/14	36042	Carson Oil Company	Diesel IT	922.95
10/8/14	36043	Central Lincoln PUD	Electric	2,068.67
10/8/14	36044	City of Newport	Water and Sewer	8,258.60
10/8/14	36045	Copelund Lumber Yards, Inc..	Trim Boards for Shop Doors	57.21
10/8/14	36046	Dahl & Dahl, Inc	Debris Disposal	94.50

Port of Newport

Operating Fund

September 20, 2014 to October 21, 2014

10/8/14	36047	Direct TV	Monthly Cable SB Annex	310.91
10/8/14	36048	Englund Marine Supply Co, Inc	Cartridge Bolts and Gloves	195.22
10/8/14	36049	Industrial Welding Supply, Inc	Cylinder Leases	424.61
10/8/14	36050	JC Market	Salad for Department Head Meeting	18.46
10/8/14	36051	LazerQuick	Book of Bylaws	34.55
10/8/14	36052	Lock Masters	Dead Bolts	890.00
10/8/14	36053	MACPHERSON, GINTNER & DIAZ	Review General Business Admin	1,987.50
10/8/14	36054	Neopost USA Inc	Postage Machine Rental	149.85
10/8/14	36055	Ocean Tire Factory #83	Replace Mass Air Sensor F150	396.35
10/8/14	36056	Oregon Coast Technology Inc	Copier-Printer Port Office	70.19
10/8/14	36057	Pioneer Telephone Cooperative	Telephone	220.48
10/8/14	36058	Platt	50 AMP Breakers	165.34
10/8/14	36059	Port of Toledo Boat Yard	Haul Out Tug, Paint, Rezinc, Stuffing box	2,168.51
10/8/14	36060	R. Gray's Bargain Yard, Inc.	Maple Plywood	30.00
10/8/14	36061	Special Districts Insurance Service	Sept 2014 Health Pan	9,480.06
10/8/14	36062	TCB Security Services, Inc	Monthly Security contract	6,516.00
10/8/14	36063	Thompson's Sanitary Service, Inc	Trash Disposal	5,694.30
10/8/14	36064	U.G. Cash & Carry	Coffee, Creamer, Cleaners	272.28
10/8/14	36065	Wolseley Industrial Group	HDPE Fittings for Dock 7 Water Manifold	154.55
10/8/14	36066	Xerox Corporation	Copier Rental and Print Charge SB	240.70
10/8/14	36067	City of Newport	Water and Sewer	7,131.35
10/8/14	36068	Allegiance Benefit Plan Mgmt	Insurance Withholding	449.08
10/15/14	36069	Employee	Mid Month Draw	100.00
10/15/14	36070	Employee	Mid Month Draw	450.00
10/15/14	36071	Employee	Mid Month Draw	500.00
10/15/14	36072	Employee	Mid Month Draw	475.00
10/15/14	36073	Employee	Mid Month Draw	500.00
10/15/14	36074	Employee	Mid month Draw	300.00
10/9/14	36075	AboveBoard Electric Inc	Transformer	527.56
10/9/14	36076	ALSCO	Mats and Towels	239.84
10/9/14	36077	Barrelhead	Siding and Hardware	927.92
10/9/14	36078	DMV	VOID: Vehicle Records Research	0.00
10/9/14	36079	Harbor Linen	Shower Curtains SB	241.70
10/9/14	36080	ING (State of Oregon Plan)	Monthly Employee Contribution to Deferred C	100.00
10/9/14	36081	Marine Accessories	Pile Caps PD7	561.13
10/9/14	36082	Pioneer Printing, Inc.	Pens, Business Cards	590.15
10/9/14	36083	Radar Plumbing	Replace Water Heater SB	2,480.00
10/9/14	36084	Staples	Paper, Toner, Folders	952.48
10/9/14	36085	Suburban Propane	Propane Delivery	142.28
10/9/14	36086	Troyer's Marine Supply	Hyd Fitting for Compactor	475.28
10/15/14	36087	Devon Whaley	Mid Month Draw	300.00
10/15/14	36088	Steve Larrabee	Mid Month Draw	1,500.00
10/9/14	36089	DMV	Vehicle Records Research	2.50
10/15/14	36090	Bryan Farmer	Boat Oregon Class	25.00

Port of Newport

Operating Fund

September 20, 2014 to October 21, 2014

10/15/14	36091	Central Lincoln PUD	Electric	1,490.32
10/15/14	36092	Century Link	Telephone	347.97
10/15/14	36093	CenturyLink - Business Service	Telephone	47.75
10/15/14	36094	Chase - Visa	Hotel, Meals, Conference	1,048.17
10/15/14	36095	CoastCom Inc	Internet and E Mail	1,287.00
10/15/14	36096	Design Space	Office Rental	835.00
10/15/14	36097	Haglund, Kelley, Jones & Wilder LLP	Review Terminal Negotiations	2,575.00
10/15/14	36098	HC Etc., Inc	Terminal Video Camera Repair	97.50
10/15/14	36099	Kent Gibson	Pick up Boom Cylinder	45.90
10/15/14	36100	Lincoln County Public Works	Fuel for Trucks	425.24
10/15/14	36101	Newport Auto Parts Inc	Paint and supplies for Safe Replacement	424.77
10/15/14	36102	Radar Plumbing	VOID: Wrong Amount - Re-entered invoice fc	0.00
10/15/14	36103	Special Districts Insurance Service	Damage to Boat fro Dock at SB	250.00
10/15/14	36104	Toyota Financial Services	Forklift Leases	1,044.20
10/15/14	36105	Trevillian Construction	Siding Installation Maint. Shop	850.00
10/15/14	36106	Central Lincoln PUD	Electric	3,043.41
10/15/14	36107	City of Newport	Room Tax	7,843.85
10/15/14	36108	Oregon Lodging Tax	3rd Quarter Lodging Tax	2,081.01
10/15/14	36109	Central Lincoln PUD	Electric	7,378.60
10/21/14	36110	Radar Plumbing	Replace Water Heater SB	5,990.00

TOTAL	143,276.31
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9750 SW Nimbus Avenue
Beaverton, OR 97008-7172
p| 503-641-3478 f| 503-644-8034

October 8, 2014

4693-A PRO ADDITIONAL CONSULTATION

Port of Newport
600 SE Bay Boulevard
Newport, OR 97365

Attention: Kevin Greenwood

**SUBJECT: Scope of Work and Budget for Additional Geotechnical Consultation
Hatfield Road Culvert Replacement
Port of Newport International Terminal Renovation
Newport, Oregon**

As you know, GRI has provided ongoing geotechnical consultation services for the Port of Newport International Terminal Renovation project. We understand the existing culvert located under Hatfield Road needs to be replaced as a part of the project. GRI is pleased to submit this proposal to conduct a geotechnical investigation for the culvert replacement. The culvert connects the former log pond to the bay. Our investigation will consist of a review of available subsurface information for the area, subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize our findings and present our recommendations for design and construction of the new culvert. We will also provide consultation to the Port for the eel grass mitigation located on the south side of the bay.

As part of our work, we will coordinate with the structural engineer for the project. We have contacted Peterson Structural Engineering, Inc. (PSE) and have requested a proposal for structural design of the project. PSE's proposal is attached. PSE provided recommendations to the construction team for the International Dock renovation project.

PROJECT DESCRIPTION

Our review of available topographic information indicates the current top of roadway is at about elevation 15.8 ft. The invert of the existing pipe is at about elevation 5.1 ft on the west end and at about elevation 4.2 ft on the east (bay) end. We understand the invert for the new culvert will be approximately 3 ft lower than the existing culvert. Sheet piles are currently being considered for temporary shoring and culvert design. The sheet piles would be driven on each side of the existing culvert and braced at the top prior to removing the existing culvert and replacing the roadway across the sheet pile span. The sheet piles would form the sides of the culvert and provide support for the roadway span.

APPROACH AND SCOPE OF WORK

Our proposal is based on our understanding of geologic conditions in the site vicinity, our experience in the area, and our discussions with you.

The proposed geotechnical investigation will include the following items of work. If any portion of this proposal does not meet your needs, we request the opportunity to modify the proposal to our mutual satisfaction.

- 1) Four borings will be advanced to obtain subsurface information for the design and construction of the culvert. One boring will be advanced to a depth of about 60 ft, the remaining three borings will be advanced to a depth of about 20 to 25 ft deep. The shallow borings will provide information on potential debris or existing piles in the possible alignment of the culvert. The maximum total drilling footage will be on the order of 125 ft. The borings will be made with a truck-mounted drill rig using open-hole, mud-rotary or hollow-stem drilling techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth in the upper 15 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from our firm who will locate the general areas for drilling and maintain a detailed log of the materials and conditions uncovered during the course of the work.

- 2) Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content and unit weight determinations, as well as strength testing.
- 3) Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) excavation, including wet-weather construction; (2) design lateral earth pressures for the anticipated sheet pile culvert; (3) allowable vertical loads for roadway support on the sheet piles; and (4) seismic design criteria, including a Site Class in accordance with the current International Building Code and Oregon Structural Specialty Code.
- 4) GRI will provide geotechnical consultation for removal of the existing soil deposits east of the culvert and regarding and riprap placement of the proposed eel grass areas west of the NOAA facility.
- 5) A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. The report will be provided in electronic format for your use and distribution. Paper copies of the report can be provided upon your request.

SCHEDULE

We are in a position to begin field explorations within 2 weeks following your authorization to proceed, depending somewhat on the availability of a drill rig. It is anticipated the final report on the investigation can be submitted to you within 2 weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available.

FEE

We request our current contract for the Port of Newport International Terminal Renovation project be increased for this phase of the work. The fee for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. Our estimated costs for the investigation are summarized below:

Culvert

Field Explorations	
GRI Labor	\$ 2,000
Subcontractors	4,000
Laboratory	1,000
Engineering and Report	<u>4,000</u>
	\$ 11,000

Eel Grass Consultation \$ 1,000

GRI Total: \$ 12,000

Structural Consultation (PSE proposal attached): \$ 23,340

Estimated Total: \$ 35,340

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

We request that you increase our current project budget by \$35,430. All work will be completed on a time-and-materials basis in accordance with the attached Fee Schedule and our existing agreement. We request that you provide formal authorization for the additional services by signing and returning a copy of this letter. We appreciate the opportunity to be of continued service to you on this project. Please contact the undersigned if you have any questions regarding this letter or require additional information.

Submitted for GRI,



Michael W. Reed, PE, GE
Principal

Enclosed: 2014 Fee Schedule
PSE Proposal

I hereby authorize GRI to provide the services described in this letter:	
Name	Date
(Please return a copy of this letter and signed authorization to GRI)	



GRI
Beaverton, Oregon

2014 FEE SCHEDULE

<u>Personnel</u>	<u>Rate/Hour</u>
Principal	\$ 190
Associate	\$ 180
Senior Engineer/Geologist	\$ 145
Project Engineer/Geologist	\$ 130
Staff Engineer/Scientist	\$ 100
Engineering Assistant	\$ 80
Contract Administrator	\$ 110
Drafter	\$ 90
Secretarial Services	\$ 60

Other Charges

Vehicle:	Vehicles will be billed at the current IRS business mileage reimbursement rate.
Fill Control Equipment:	Nuclear Density Gage rental will be billed at \$5 per hour, with maximum charge of \$25 per day or \$125 per week.
Reproduction:	In-house reproduction, \$0.10 per sheet.
Field Instrumentation and Monitoring Equipment:	Due to varied conditions, equipment requirements, location and use, rates for field instrumentation, monitoring, and other specialized equipment will be provided as required.
Subcontractor Services:	Charges for subcontractor services will be computed at cost plus 10%.
Travel and Subsistence:	All charges related to travel and subsistence will be computed at cost plus 10%.

(LAST REVISED 9/25/13)





Peterson Structural Engineers, Inc.

Consulting Structural Engineers

Portland, Oregon • Tacoma, Washington

www.psendengineers.com

9/25/14

Mike Reed, PE, GE
Geotechnical Resources, Inc.
9750 SW Nimbus Avenue
Beaverton, OR 97008

Re: Hatfield Road Culvert Replacement – Scope & Fee Estimate

Dear Mike:

Thank you for requesting our fee estimate for structural engineering for the subject project. The following estimate is for structural design services for the replacement of an existing pipe culvert with a new sheet pile bridge structure to be located at a site near Newport, OR. Based on our discussions with you we understand that the existing road surface will be interrupted with a new concrete deck passing over a new sheet pile channel system.

We have reviewed the information you have provided and developed a conceptual understanding of the project configuration which we submitted to you via separate cover. Assuming our understanding is correct we are to design a new concrete road deck supported by a new sheet pile wall system. The sheet pile will be laterally supported by a system of braced walers below the deck elevation. We have assumed that the design of the sheet pile wall itself will be a combination of efforts between PSE and GRI to provide the adequate sizing, resistance and embedment for the project application.

Based our understanding we have generated the following scope of structural services:

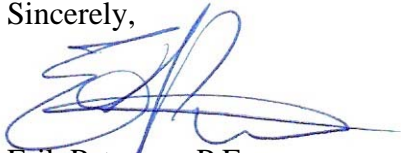
- Preliminary discussions and review of provided project information
- Teleconferences with project and geotechnical engineers
- Development of 30% preliminary design drawings for design interface
- Review of provided geotechnical report and design criteria
- Generation of system design lateral and gravity loads
- Preliminary design of new channel system structural elements
- Interface and configuration verification with geotechnical considerations
- Generate and submit 90% design drawings for team review
- Generation and submittal of final structural calculations and drawings for use in the permitting and construction phases
- A maximum of 24 hours of construction submittal and RFI review services
- A maximum of 2 structural observation site visits during construction
- A maximum of 12 hours of general consulting services during construction

We estimate that our fee for these services will be \$23,340. See the attached appendix for billing rates. Expenses will be billed at cost plus 10%. Invoices will be submitted monthly for the prior billing period. If changes or additional scope items cause a need for additional funds, we will apprise you of that situation before proceeding.

Please note that we are under the assumption that the permitting of this project will be performed by other and will require little or no effort from our office. Should County, State or Federal permitting require our involvement or multiple rounds of design modification these services will require additional funds.

Thank you and please call if you have any questions.

Sincerely,



Erik Peterson, P.E.

Submitted via e-mail: mreed@gri.com



Consulting Structural Engineers
Portland, Oregon • Tacoma, Washington
www.pseengineers.com

PETERSON STRUCTURAL ENGINEERS, Inc.

-- FEE STRUCTURE

Fees:	Principal	\$ 170/hr.
	Senior Associate/Designer	\$ 140/hr.
	Project Manager	\$ 125/hr.
	Staff Designer	\$ 110/hr.
	Administrative/Drafting	\$ 85/hr.

Direct Expenses will be billed at cost plus 10%

Amendment No. 31B
to the CM/GC Agreement between
Port of Newport & Natt McDougall Company, CM/GC
For the International Terminal Renovation Project

Special Note: Amendment No. 31B, supersedes the previous Amendments No. 31, and 31A, and also replaces Amendment No. 30 for “Additional Dredging at the Cargo Dock”, for \$ **251,685.96** that was approved at the October 22, 2013 to Port of Newport Commission Meeting.

Amendment No. 31 B is for and valued at the following:

• The mitigation dredging of the existing dike to the east of Hatfield Road for a GMP that equals:	\$ 223,895.10
• Eel Grass Dredging required to the west of the NOAA site for a GMP that equals:	\$ 220,885.50
• Provide Rip Rap armoring over a portion of area below the RO- RO Dock for a GMP that equals:	\$ 33,077.00
• Additional dredging at the Cargo Dock and the removal of the existing RO-RO Dock piles to a minimum depth of -35 feet	\$ 157,334.10
Total Cost of the Work =	\$ 635,191.70
General Liability Insurance =	\$ 1,688.16
GMP Contingency =	\$20,000.00
Total Amount of GMP of Amendment 31B =	<u>\$ 656,876.86</u>

Work of Amendment 31B would take place within the 2014 – 2015 in-water work period.

RECOMMENDED MOTION: TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT 31B WITH NATT MCDOUGALL COMPANY IN AN AMOUNT NOT TO EXCEED \$656,776.68

Future Amendments: Replacement culvert on Hatfield Road between log pond and south side of Yaquina Bay with a sheet pile channel and road repair. The estimated value of this future amendment would be ±\$300,000.00. Projected schedule for this work is within the 2014 – 2015 in-water work period.



Port of Newport International Terminal Renovation
Natt McDougall Company CM/GC
GMP AMENDMENT NO. 31B
DREDGING MITIGATION
WORK SUMMARY

SCOPE OF WORK:

- See Remarks

SCHEDULE OF WORK:

- 1- Work to be performed during 2014-2015 in-water work window.

REMARKS:

- 1 - Amendment 31B supercedes previously submitted Amendment 31A dated 10/08/14.
- 2 - Amendment 31B includes cost for mitigation dredging, eel grass dredging, rip rap placement under Ro-Ro dock, siltstone dredging (to el. -35) at International Terminal and removal of steel piles near Ro-Ro Dock.
- 3 - Below is a breakdown for individual costs. However, this Amendment takes advantage of one mobilization. Therefore these items cannot be separated without NMC review and approval.
- 4 - Costs are based on the following quantities: Mitigation Dredging - 2044 cy; Eel Grass Dredging - 2500 cy; Siltstone Dredging - 2115 cy. (Reference attached drawing for limits)
- 5 - Amendment 31B replaces the previously approved Amendment 30 "Initial 2013 Dredging"

THIS AMENDMENT to the Negotiated Construction Manager/General Contractor Contract, (CM/GC), Construction Agreement, ("the Agreement"), Article 12, "Prevailing Wage Rates" adds the following:

The remediation portion of the SS Pasley and SS Hennebique of this Project as stated within Article 1 "Scope of Work", of the Agreement and because the Port of Newport is receiving funding by Brownsfields Cleanup and ARRA Funding for Public Entities; all of the work for the remediation portion of this project shall be required to comply with the "Labor Standards Provisions" which are hereby inserted by Exhibit G of this Agreement, a copy of which is included herewith.

(Article 12 of the Agreement with this addition shall otherwise remain in full force and effect for all other work of the Agreement).





Port of Newport International Terminal Renovation
 Natt McDougall Company CM/GC
 GMP AMENDMENT NO. 31B
 DREDGING MITIGATION
 COST SUMMARY

(1) Mitigation Dredging.....	\$203,541.00
(2) Eel Grass Dredging.....	\$200,805.00
(3) Ro-Ro Rip Rap.....	\$30,070.00
(4) Siltstone Dredging (includes pile removal).....	\$143,031.00
(5) GMP Amendment No. 31B, Total Estimated Costs (1)+(2)+(3)+(4).....	<u>\$577,447.00</u>
(6) GMP Amendment No. 31B, GL Insurance @ 0.002653.....	<u>\$1,531.97</u>
(7) GMP Amendment No. 31B, Subtotal, (5) + (6).....	\$578,978.97
(8) GMP Amendment No. 31B, Fee @ 10%.....	<u>\$57,897.90</u>
(9) GMP Amendment No. 31B, Subtotal, (7) + (8).....	\$636,876.86
(10) GMP Amendment No. 31B, Contingency.....	<u>\$20,000.00</u>
(11) GMP Amendment No. 31B, Subtotal, (9) + (10).....	<u><u>\$656,876.86</u></u>

AMENDMENT SUMMARY

(1) Previous Authorized Amendments, # 1 Thru # 30.....	\$26,161,767.14
(2) Subtract value of replaced Amendment 30.....	(\$251,685.96)
(3) Value of GMP Amendment No. 31B.....	<u>\$656,876.86</u>
(4) Total GMP Committed to Date Through This Amendment No. 31B.....	<u><u>\$26,566,958.04</u></u>
(5) Net savings previously recognized from Amendments 1,2,3,4,5, 6,7,8,9,10,11,12,13,14,15,16,18,19,20,29, applied to budget.....	<u>(\$5,706,262.06)</u>
(6) Net savings recognized this Amendment	<u>(\$308,163.15)</u>
(7) Net committed GMP through Amendment 31B.....	<u><u>\$20,552,532.83</u></u>

THIS AMENDMENT is executed in three original copies of which one is to be delivered to the CM/GC, and the remainder to Port.

CM/GC: Natt McDougall Company

Signature of Authorized Representative of CM/GC

_____ Title _____
 Date _____

OWNER: Port of Newport

Signature of Port's Authorized Representative

_____ Title _____
 Date _____

Attachment: Cost Estimate
 Attachment:



Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Pern Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 101										
Description = BERM REMOVAL										
Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000										
MIT100 Mobilize Equipment/Demobilize Equipment										
Quan: 20.00 LD Hrs/Shift: 8.00 WC: NONE										
MM1 Mobilization										
160.00 CH Prod: 1.0000 US Lab Pcs: 1.25 Eqp Pcs: 3.00										
8TRACTORKW0	KENWORTH '09 TRACTO	1.00	160.00 HR	71.970				11,515		11,515
8TRLJEEP	LOWBOY TRAILER JEEP	1.00	160.00 HR	22.020				3,523		3,523
8TRLLOWBOY	LOWBOY TRAILER 75T	1.00	160.00 HR	29.180				4,669		4,669
L2	Laborer Group 2	0.25	40.00 MH	29.140	1,942					1,942
T2	Teamster Group 2	1.00	160.00 MH	27.020	7,366					7,366
\$29,014.44	10.0000 MH/LD		200.00 MH	[274.44]	9,307			19,707		29,014
MIT110 Develop Access to Berm										
Quan: 1.00 LS Hrs/Shift: 8.00 WC: NONE										
Figure building bridge out to berm area										
MITACC Mitigation Access Crew										
24.00 CH Prod: 3.0000 S Lab Pcs: 4.00 Eqp Pcs: 2.00										
8EXC460LX	LINKBELT 460LX EXCA	1.00	24.00 HR	150.360				3,609		3,609
8FORKLIFTJLG	LIFT TRUCK - JLB G9-43	1.00	24.00 HR	37.260				894		894
L2	Laborer Group 2	1.00	24.00 MH	29.140	1,165					1,165
O2	Operator Group 2	3.00	72.00 MH	42.560	4,701					4,701
\$10,369.08	96.0000 MH/LS		96.00 MH	[3763.68]	5,866			4,503		10,369
MIT120 Provide Bridge Materials										
Quan: 1.00 LS Hrs/Shift: 8.00 WC: NONE										
bridge rental, crane mats, eco-blocks, deck plates...										
3MITACCESS	Mitigation Access Materials	1.00	LS	25,000.000			25,000			25,000
MIT130 Excavate/Handle Material										
Quan: 2,044.00 CY Hrs/Shift: 8.00 WC: NONE										
MITEXC Migation Excavation										
40.00 CH Prod: 51.1000 UH Lab Pcs: 4.00 Eqp Pcs: 3.00										
8EXC460LX	LINKBELT 460LX EXCA	3.00	120.00 HR	150.360				18,043		18,043
L2	Laborer Group 2	1.00	40.00 MH	29.140	1,942					1,942
O2	Operator Group 2	3.00	120.00 MH	42.560	7,835					7,835
\$27,820.19	0.0782 MH/CY		160.00 MH	[3.069]	9,777			18,043		27,820
MIT140 Haul to Mt NOAA										
Quan: 2,700.00 CY Hrs/Shift: 8.00 WC: NONE										
MM4 Load Out										
54.00 CH Prod: 50.0000 UH Lab Pcs: 3.00 Eqp Pcs: 5.00										
8EXC460LX	LINKBELT 460LX EXCA	1.00	54.00 HR	150.360				8,119		8,119
8TRACTORKW0	KENWORTH '09 TRACTO	2.00	108.00 HR	71.970				7,773		7,773
8TRLENDUMP	END DUMP TRAILER (T	2.00	108.00 HR	14.280				1,542		1,542
O2	Operator Group 2	3.00	162.00 MH	42.560	10,578					10,578
\$28,012.17	0.0600 MH/CY		162.00 MH	[2.554]	10,578			17,434		28,012
MIT150 Develop/Maintain Mt NOAA										
Quan: 2,700.00 CY Hrs/Shift: 8.00 WC: NONE										
MM3 Mt NOAA Maintenance										
54.00 CH Prod: 50.0000 UH Lab Pcs: 1.00 Eqp Pcs: 1.50										
8DOZD6	CAT D6R XL DOZER	1.00	54.00 HR	91.950				4,965		4,965
8EXC290LX	LINKBELT 290LX EXCA	0.50	27.00 HR	77.510				2,093		2,093
O2	Operator Group 2	1.00	54.00 MH	42.560	3,526					3,526
\$10,583.98	0.0200 MH/CY		54.00 MH	[0.851]	3,526			7,058		10,584
MIT160 Move to Eel Grass Location										
Quan: 1.00 LS Hrs/Shift: 8.00 WC: NONE										
MITACC Mitigation Access Crew										
24.00 CH Prod: 3.0000 S Lab Pcs: 4.00 Eqp Pcs: 2.00										
8EXC460LX	LINKBELT 460LX EXCA	1.00	24.00 HR	150.360				3,609		3,609
8FORKLIFTJLG	LIFT TRUCK - JLB G9-43	1.00	24.00 HR	37.260				894		894
L2	Laborer Group 2	1.00	24.00 MH	29.140	1,165					1,165
O2	Operator Group 2	3.00	72.00 MH	42.560	4,701					4,701

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 101										
Description =	BERM REMOVAL		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
\$10,369.08	96.0000 MH/LS	96.00 MH	[3763.68]		5,866			4,503		10,369
MIT200 INDIRECT COSTS										
Indirect Costs for Mitigation and Eel Grass dredging. Assuming 2 months of work to mob/work/demob.										
3CELLPHONE	Phone Service	4.00 MO		100.000				400		400
3HOUSING	Housing	280.00 DAY		50.000			14,000			14,000
3PORTAPOTTY	Port-a-Potty	4.00 MO		100.000			400			400
4ENGINEERING	Project Engineer	2.00 MO		10,000.000					20,000	20,000
8PICKUP	==> PICKUP 3/4TON	1,056.00 HR		26.110				27,572		27,572
\$62,372.16			[]				14,800	27,572	20,000	62,372
=====> Item Totals: 101 - BERM REMOVAL										
\$203,541.10	768.0000 MH/LS	768.00 MH	[28481.92]		44,920		39,800	98,821	20,000	203,541
203,541.100	1 LS				44,920.27		39,800.00	98,820.83	20,000.00	203,541.10
BID ITEM = 102										
Description =	EEL GRASS SITE DREDGING		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
EEL100 Furnish Flexifloats										
Quan: 2.00 MO Hrs/Shift: 8.00 WC: NONE										
3ELLFLOATS	Eel Grass Flexifloats	2.00 MO		25,000.000			50,000			50,000
EEL110 Mob/Demob Floating Plant										
Quan: 28.00 LD Hrs/Shift: 8.00 WC: NONE										
MM1	Mobilization	280.00 CH		Prod:	10.0000 HU		Lab Pcs:	1.25	Eqp Pcs:	3.00
8TRACTORKW0	KENWORTH '09 TRACTO	1.00 280.00 HR		71.970				20,152		20,152
8TRLJEEP	LOWBOY TRAILER JEEP	1.00 280.00 HR		22.020				6,166		6,166
8TRLOWBOY	LOWBOY TRAILER 75T	1.00 280.00 HR		29.180				8,170		8,170
L2	Laborer Group 2	0.25 70.00 MH		29.140	3,398					3,398
T2	Teamster Group 2	1.00 280.00 MH		27.020	12,890					12,890
\$50,775.27	12.5000 MH/LD	350.00 MH	[343.05]		16,288			34,488		50,775
EEL120 Assemble Barges										
Quan: 1.00 LS Hrs/Shift: 8.00 WC: NONE										
MITACC	Mitigation Access Crew	24.00 CH		Prod:	3.0000 S		Lab Pcs:	4.00	Eqp Pcs:	2.00
8EXC460LX	LINKBELT 460LX EXCA	1.00 24.00 HR		150.360				3,609		3,609
8FORKLIFTJLG	LIFT TRUCK - JLB G9-43	1.00 24.00 HR		37.260				894		894
L2	Laborer Group 2	1.00 24.00 MH		29.140	1,165					1,165
O2	Operator Group 2	3.00 72.00 MH		42.560	4,701					4,701
\$10,369.08	96.0000 MH/LS	96.00 MH	[3763.68]		5,866			4,503		10,369
EEL130 Excavate/Handle to Mt NOAA										
Quan: 2,500.00 CY Hrs/Shift: 8.00 WC: NONE										
MITEXC	Mitigation Excavation	83.33 CH		Prod:	30.0000 UH		Lab Pcs:	4.00	Eqp Pcs:	3.00
8EXC460LX	LINKBELT 460LX EXCA	3.00 250.00 HR		150.360				37,590		37,590
L2	Laborer Group 2	1.00 83.33 MH		29.140	4,045					4,045
O2	Operator Group 2	3.00 250.00 MH		42.560	16,324					16,324
\$57,958.59	0.1333 MH/CY	333.33 MH	[5.227]		20,369			37,590		57,959
EEL140 Maintain Mt NOAA										
Quan: 2,500.00 CY Hrs/Shift: 8.00 WC: NONE										
MM3	Mt NOAA Maintenance	83.33 CH		Prod:	30.0000 UH		Lab Pcs:	1.00	Eqp Pcs:	1.50
8DOZD6	CAT D6R XL DOZER	1.00 83.33 HR		91.950				7,662		7,662
8EXC290LX	LINKBELT 290LX EXCA	0.50 41.67 HR		77.510				3,230		3,230
O2	Operator Group 2	1.00 83.33 MH		42.560	5,441					5,441

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 102										
Description =	EEL GRASS SITE DREDGING		Unit = LS	Takeoff Quan:			1.000	Engr Quan:		1.000
\$16,333.02	0.0333 MH/CY		83.33 MH	[1.419]	5,441			10,892		16,333
EEL150 Disassemble Barges										
Quan: 1.00 LS Hrs/Shft: 8.00 WC: NONE										
MITACC Mitigation Access Crew 24.00 CH Prod: 3.0000 S Lab Pcs: 4.00 Eq Pcs: 2.00										
8EXC460LX	LINKBELT 460LX EXCA	1.00	24.00 HR	150.360				3,609		3,609
8FORKLIFTJLG	LIFT TRUCK - JLB G9-43	1.00	24.00 HR	37.260				894		894
L2	Laborer Group 2	1.00	24.00 MH	29.140	1,165					1,165
O2	Operator Group 2	3.00	72.00 MH	42.560	4,701					4,701
\$10,369.08	96.0000 MH/LS		96.00 MH	[3763.68]	5,866			4,503		10,369
EEL160 Move Barges with Outside Tug										
Quan: 1.00 LS Hrs/Shft: 8.00 WC: NONE										
4ELLTUG	Eel Tug		1.00 LS	5,000.000					5,000	5,000
=====> Item Totals: 102 - EEL GRASS SITE DREDGING										
\$200,805.04	958.6600 MH/LS		958.66 MH	[33747.52]	53,830		50,000	91,975	5,000	200,805
200,805.040	1 LS				53,829.66		50,000.00	91,975.38	5,000.00	200,805.04
BID ITEM = 201										
Description =	RO-RO RIP RAP		Unit = LS	Takeoff Quan:			1.000	Engr Quan:		1.000
RAP100 Move to Terminal										
Quan: 1.00 DAY Hrs/Shft: 8.00 WC: NONE										
MITACC Mitigation Access Crew 8.00 CH Prod: 1.0000 S Lab Pcs: 4.00 Eq Pcs: 2.00										
8EXC460LX	LINKBELT 460LX EXCA	1.00	8.00 HR	150.360				1,203		1,203
8FORKLIFTJLG	LIFT TRUCK - JLB G9-43	1.00	8.00 HR	37.260				298		298
L2	Laborer Group 2	1.00	8.00 MH	29.140	388					388
O2	Operator Group 2	3.00	24.00 MH	42.560	1,567					1,567
\$3,456.36	32.0000 MH/DAY		32.00 MH	[1254.56]	1,955			1,501		3,456
RAP110 Furnish Rip Rap										
Quan: 180.00 CY Hrs/Shft: 8.00 WC: NONE										
2RIPRAP	RIPRAP		360.00 TONS	25.000		9,000				9,000
RAP120 Load Rip Rap on Barges										
Quan: 180.00 CY Hrs/Shft: 8.00 WC: NONE										
RAP Rip Rap Newport 16.00 CH Prod: 11.2500 UH Lab Pcs: 4.00 Eq Pcs: 2.00										
8EXC290LX	LINKBELT 290LX EXCA	1.00	16.00 HR	77.510				1,240		1,240
8EXC460LX	LINKBELT 460LX EXCA	1.00	16.00 HR	150.360				2,406		2,406
L2	Laborer Group 2	1.00	16.00 MH	29.140	777					777
O2	Operator Group 2	3.00	48.00 MH	42.560	3,134					3,134
\$7,556.72	0.3555 MH/CY		64.00 MH	[13.94]	3,911			3,646		7,557
RAP130 Place Rip Rap										
Quan: 180.00 CY Hrs/Shft: 8.00 WC: NONE										
RAP Rip Rap Newport 16.00 CH Prod: 11.2500 UH Lab Pcs: 4.00 Eq Pcs: 2.00										
8EXC290LX	LINKBELT 290LX EXCA	1.00	16.00 HR	77.510				1,240		1,240
8EXC460LX	LINKBELT 460LX EXCA	1.00	16.00 HR	150.360				2,406		2,406
L2	Laborer Group 2	1.00	16.00 MH	29.140	777					777
O2	Operator Group 2	3.00	48.00 MH	42.560	3,134					3,134
\$7,556.72	0.3555 MH/CY		64.00 MH	[13.94]	3,911			3,646		7,557
RAP140 Move Barges to Terminal										
Quan: 1.00 LS Hrs/Shft: 8.00 WC: NONE										
4ELLTUG	Eel Tug		1.00 LS	2,500.000					2,500	2,500

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 201
Description = RO-RO RIP RAP Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

====> **Item Totals: 201 - RO-RO RIP RAP**

\$30,069.80	160.0000 MH/LS	160.00 MH	[6272.8]	9,777	9,000			8,793	2,500	30,070
30,069.800	1 LS			9,777.00	9,000.00			8,792.80	2,500.00	30,069.80

BID ITEM = 301
Description = SILTSTONE DREDGING Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

SS100 Excavate Siltstone Quan: 2,115.00 CY Hrs/Shift: 8.00 WC: NONE

Quantity taken from recent survey report

RAP	Rip Rap Newport		105.75 CH	Prod:	20.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00
8EXC290LX	LINKBELT 290LX EXCA	1.00	105.75 HR	77.510			8,197		8,197
8EXC460LX	LINKBELT 460LX EXCA	1.00	105.75 HR	150.360			15,901		15,901
L2	Laborer Group 2	1.00	105.75 MH	29.140	5,133				5,133
O2	Operator Group 2	3.00	317.25 MH	42.560	20,715				20,715
\$49,945.17	0.2000 MH/CY	423.00 MH	[7.841]	25,848			24,097		49,945

SS110 Load&Haul Siltstone Quan: 2,115.00 CY Hrs/Shift: 8.00 WC: NONE

NEWTRK	Siltstone Hauling		105.75 CH	Prod:	20.0000 UH	Lab Pcs:	3.00	Eqp Pcs:	4.00
8DOZD6	CAT D6R XL DOZER	1.00	105.75 HR	91.950			9,724		9,724
8EXC290LX	LINKBELT 290LX EXCA	1.00	105.75 HR	77.510			8,197		8,197
8TRACTORKW0	KENWORTH '09 TRACTO	1.00	105.75 HR	71.970			7,611		7,611
8TRLENDDUMP	END DUMP TRAILER (T	1.00	105.75 HR	14.280			1,510		1,510
O2	Operator Group 2	3.00	317.25 MH	42.560	20,715				20,715
\$47,756.02	0.1500 MH/CY	317.25 MH	[6.384]	20,715			27,041		47,756

SS200 Furnish Flexifloats Quan: 1.00 MO Hrs/Shift: 8.00 WC: NONE

Additional rental on floats - depending on production this may be zero **Unreviewed

3ELLFLOATS	Ell Grass Flexifloats	1.00 MO	25,000.000			25,000			25,000
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SS300 Pile Removal - Divers Quan: 1.00 LS Hrs/Shift: 8.00 WC: NONE

4NEWDIVE	Ballard Marine	1.00 LS	20,330.000				20,330	20,330	
====> Item Totals: 301 - SILTSTONE DREDGING									
\$143,031.19	740.2500 MH/LS	740.25 MH	[30085.88]	46,563		25,000	51,139	20,330	143,031
143,031.190	1 LS			46,562.66		25,000.00	51,138.53	20,330.00	143,031.19

\$577,447.13 *** Report Totals *** 2,626.91 MH 155,090 9,000 114,800 250,728 47,830 577,447

>>> indicates Non Additive Activity
-----Report Notes:-----
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: 07/11/14 Owner: Engineering Firm:
Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
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BID ITEM = 301

Description = SILTSTONE DREDGING Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

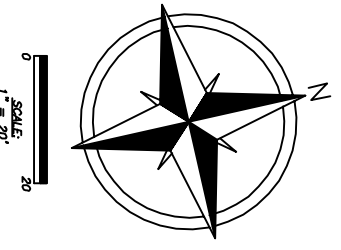
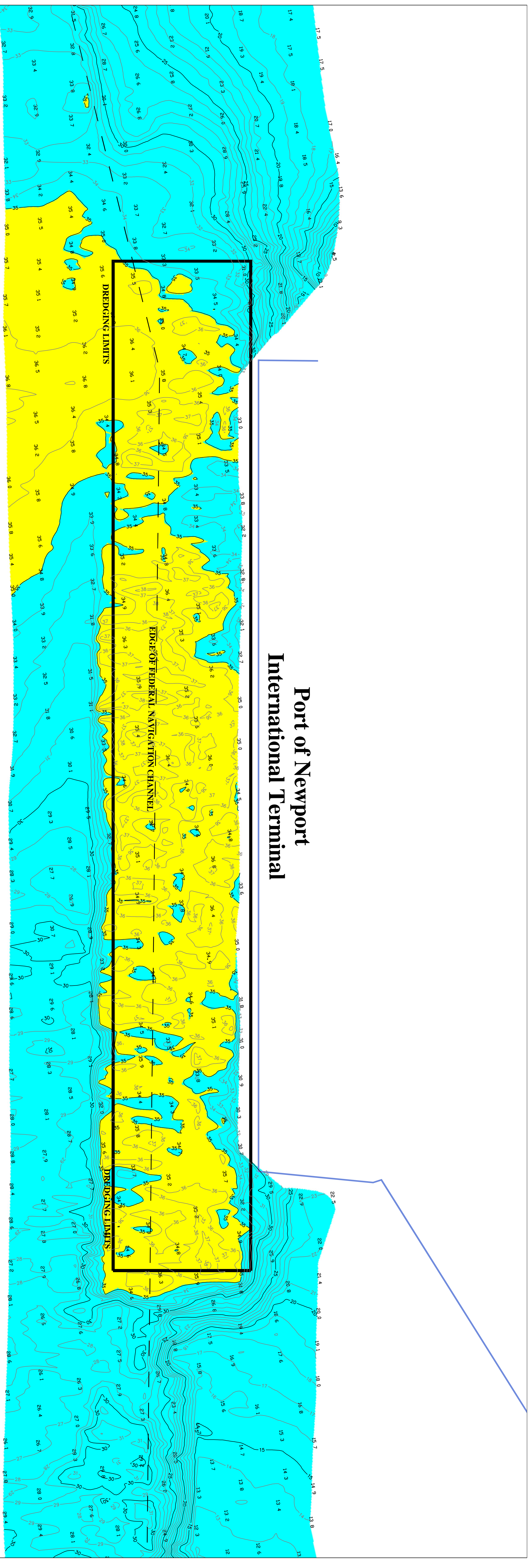
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Port of Newport International Terminal Bathymetric Survey

DATA COLLECTED: OCTOBER 6, 2014
DRAWING DATE: OCTOBER 9, 2014

Port of Newport International Terminal



1. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983. PLANE COORDINATES: GEODESIC NORTH ZONE.

2. VERTIC. U.S. SURVEY FEET.

3. VERTICAL DATUM: NORTH AMERICAN DATUM OF 1983 NAODD. SOUNDINGS ARE IN FEET AND NEGATIVE DEPTHS INDICATE DEPTHS BELOW MEAN LOW WATER. SOUNDINGS ARE IN FEET AND NEGATIVE DEPTHS INDICATE DEPTHS BELOW MEAN LOW WATER. SOUNDINGS ARE IN FEET AND NEGATIVE DEPTHS INDICATE DEPTHS BELOW MEAN LOW WATER. SOUNDINGS ARE IN FEET AND NEGATIVE DEPTHS INDICATE DEPTHS BELOW MEAN LOW WATER.

4. CONTROL INTERVAL: 1 FOOT.

5. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL.

6. BATHYMETRY DATA WAS COLLECTED USING A KONGSKAMEN SVP CHIRP SONAR WITH A 4° 30' HEAVY DUTY TRANSDUCER. BATHYMETRY DATA WAS COLLECTED USING A KONGSKAMEN SVP CHIRP SONAR WITH A 4° 30' HEAVY DUTY TRANSDUCER. BATHYMETRY DATA WAS COLLECTED USING A KONGSKAMEN SVP CHIRP SONAR WITH A 4° 30' HEAVY DUTY TRANSDUCER.



7. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL. ALL DREDGING IS PORTION OF THE SURVEY AND NAVIGATION CHANNEL.

8. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY.

9. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY.

10. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY.

11. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY. THE BATHYMETRIC SURVEY IS A REPRESENTATIVE OF THE GENERAL CONDITION OF THE AREA BOTTOM AT THE TIME OF SURVEY.

12. LEGEND:
 INDICATES ALL AREAS WITH DEPTHS ABOVE 30 FEET WATER.
 INDICATES ALL AREAS WITH DEPTHS BELOW 30 FEET WATER.

THIS HYDROGRAPHIC SURVEY WAS COMPLETED BY AN AMERICAN CORPSES ON SURVEYING AND MAPPING CERTIFIED HYDROGRAPHER.

JAMES W. COLLIER
 CERTIFIED HYDROGRAPHER #227



NORTHWEST HYDRO INC.
 31 COUGAR CREEK RD.
 SKAMANIA, WA 98648
 PH (509) 427-5081
 EMAIL: NWHYDRO@SAW.NET

ADDENDUM TO LEASE

This Addendum to Lease made this _____ day of _____, 2014 between Rondys, Inc. as Lessor and the Port of Newport, a municipal corporation of the State of Oregon as Lessee.

RECITALS:

- A. Lessor and Lessee entered into a written Lease Agreement dated June 25, 2012 for certain property located in Newport, Oregon. The property subject to the lease is described as Tax Lots 100 and 600 on Lincoln County Assessor’s Map 11-11-9D.
- B. The parties desire to modify the lease by terminating the lease as to the industrially zoned property as shown on the zoning map of the City of Newport, Oregon and therefore enter into this addendum.

AGREEMENT

- 1. Lessor and Lessee agree that the Lease between them which is described above is modified to terminate the lease on the property zoned industrial (I-3) as shown on the City of Newport’s zoning map.
- 2. The property is removed from the lease effective January 1, 2015.
- 3. Except as specifically modified, the lease shall remain in full force and effect.

LESSOR:
 RONDYS, INC.
 By: _____
 Margaret Hall

LESSEE:
 PORT OF NEWPORT
 By: _____
 Walter Chuck

Title: General Manager

Title: President

By: _____
 Ken Brown

Title: Secretary/Treasurer

AGENDA ITEM: SPECIAL EVENT PERMIT

TURKEY TROT

The Port received an application from a private company to hold a road run at the Port. Last year the group was not charged a fee since they donate proceeds to a local non-profit. I called the non-profit and the contact affirmed that they do have a relationship with the for-profit company and an agreement that the proceeds would be going to them.

In light of this, I would recommend that the Commission approve the permit with a zero charge, but the policy regarding event permits should be established.

Currently, we charge as much as \$5k to the Chamber for using port property but other groups are charged \$1000, \$500 or \$250. Others aren't charged at all.

I'm including a policy that we used in Garibaldi for determining a rate based upon various criteria that the applicant would identify. I'd like to have a brief discussion with the Commission about the types of criteria the Port should consider when giving discounted rates. For example,

1. Is the company a for-profit company?
2. Is the for-profit company donating proceeds?
3. Is the event open to the public?
4. Is the public being charged to enter the event?
5. Is there alcohol being served?
6. Will vendors be involved?
7. How many days/what times will the event need port property?

Values could be applied to the criteria and discounts given based upon the amount of subsidy that the Commission would consider.

-###-

-###-

PORT OF NEWPORT
SPECIAL USE PERMIT

This permit effective 7am November 27th, 2014 from the PORT OF NEWPORT, organized and existing under the laws of the State of Oregon, hereinafter referred to as "Port", to Coast Hills Events LLC of Newport, Oregon, hereinafter referred to as "Permittee".

Port hereby grants permission to Permittee to use the designated parking lot at the Port of Newport Marina and RV Park, 2120 S.E. Marine Science Drive, Newport, as shown in Exhibit A, attached. Use of designated area by Permittee is for Newport Turkey Trot Kids Run, 5k Run & 15K Run (detailed description of activity). Permit is subject to the rules and regulations, and ordinances of the Port of Newport, and subject to the following terms and conditions:

1. Fees. \$____.00.
2. A refundable security deposit in the amount of \$250.00 to secure compliance by Licensee of each and every term and provision of this special use permit, including but not limited to clean up.
3. Reservation of Rights. Port reserves the right to alter or amend the terms and conditions of this permit.
4. Liability; Indemnity of Port. Permittee agrees to exercise due care in the commercial activities described above and to abide by all Port rules and regulations, and ordinances. Permittee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages and liabilities, including attorney fees, arising from or connected with Permittee's use of Port facilities. Permittee will carry a comprehensive general liability insurance policy with limits not less than \$1,700,000 per each occurrence and provide Port with a certificate of insurance naming the Port as an additional insured.
5. Limitation of Port's Liability. Permittee acknowledges that Permittee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-mentioned purpose. This permit is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact Permittee and notify Permittee of conditions requiring Permittee's attention, but Port assumes no responsibility of Permittee's use of the Port's facilities.
6. Nontransferability/Term. This permit is nontransferable. This permit expires 5:00 pm November 27th, 2014.

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

PORT OF NEWPORT:

Accepted by:

By: _____
Kevin Greenwood, General Manager

By: _____
Ed Cortez, coast Hills Events LLC

ATTACHMENT: Exhibit A (Map & detail description of event)
c: Chris Urbach, South Beach Harbormaster; TCB Security; and Penny Gabrielson, SB Marina Office

NEWPORT TURKEY TROT (index.html)

HOME (index.html)

SPONSORS (sponsors.htm)

RESULTS (results.htm)

PHOTOS (results.html)

CONTACT US (contact.asp)

About the Event

(Kid Run, 5K + 15K)



Follow us on Facebook

(https://www.facebook.com/newportturkeytr)

Bring the whole family to kick off your Thanksgiving Day celebration with fun and exercise! New this year - 15K race option. This year's event will include 5K Walk/Run, 10K Run, 15K Run and Kids Run.

WHEN

RACE START

Thanksgiving Day, Thursday @ 9:00 am

REGISTRATION & BIB PICK-UP

8:00 am Same Day Registration & Pre-registration Check-in/Bib Pick-up

WHAT

5K Run/Walk (course map (img/tt-5k-route.jpg)), 10K Run (course map (img/tt-10k-route.jpg)), 15K Run (course map (img/tt-15k-route.jpg)) & Kids' Run (course map (img/tt-kidsmile-route.jpg))

Last year we had over 220 runners & walkers and are looking forward to another record-breaking year!

WHERE

2120 SE Marine Science Drive, Newport, OR 97365

2120 SE Marine Science Dr

View on Google Maps



View Larger Map (https://maps.google.com/maps?)

f=q&source=embed&hl=en&geocode=&q=2120+SE+Marine+Science+Drive,+Newport,+OR+!

120.583402&ssp=7.575549,16.907959&ie=UTF8&hq=&hnear=2120+SE+Marine+Science+! -124.049936&spn=0.006911,0.016512&t=m&z=14)

NEWPORT TURKEY TROT (index.html)

[HOME \(index.html\)](#)

[SPONSORS \(sponsors.html\)](#)

[RESULTS \(results.html\)](#)

[PHOTOS \(photos.html\)](#)

[CONTACT US \(contact.asp\)](#)

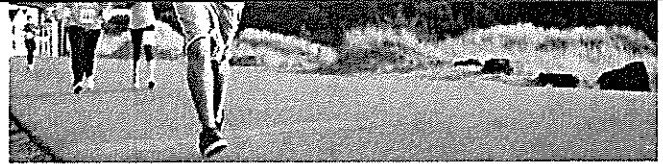
9:00 AM 5k, 10k & 15k Run

9:50 AM Kids Run - A around 1 Mile for children 12 and under and their adult companions

10:00 AM 5k Awards Ceremony

10:15 AM 10k Awards Ceremony

10:45 AM 15k Awards Ceremony



Entry Fee

Thru Sep 30th

\$ 20 w/o T-Shirt
5k, 10k, or 15k
Kids Run is free

*Add \$12.00 for a T-shirt.

REGISTER NOW

(<https://www.coasthillsevents.com/signup/event.asp?eventid=33>)

- Coast Hills Events LLC
- PO Box 2025
- Newport, OR 97365.

Thru Nov 26th

\$ 30 w/o T-Shirt
5k, 10k or 15k
Kids Run is free

*Add \$12.00 for a T-shirt.

REGISTER NOW

(<https://www.coasthillsevents.com/signup/event.asp?eventid=33>)

- P. 541.351.8265
- E. info@coasthillsevents.com

Race Day

\$ 40 w/o T-Shirt
5k, 10k or 15k
Kids Run is \$10.00 on Race Day

*Add \$12.00 for a T-shirt.

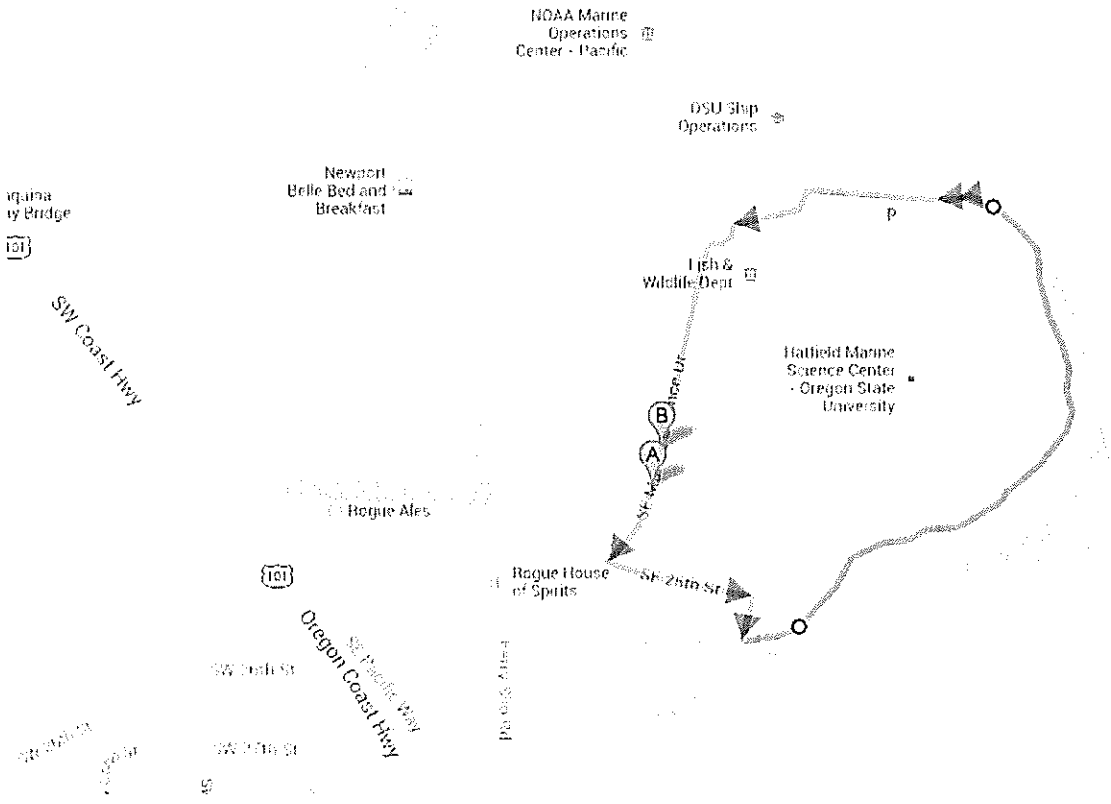
REGISTER NOW

(<https://www.coasthillsevents.com/signup/event.asp?eventid=33>)

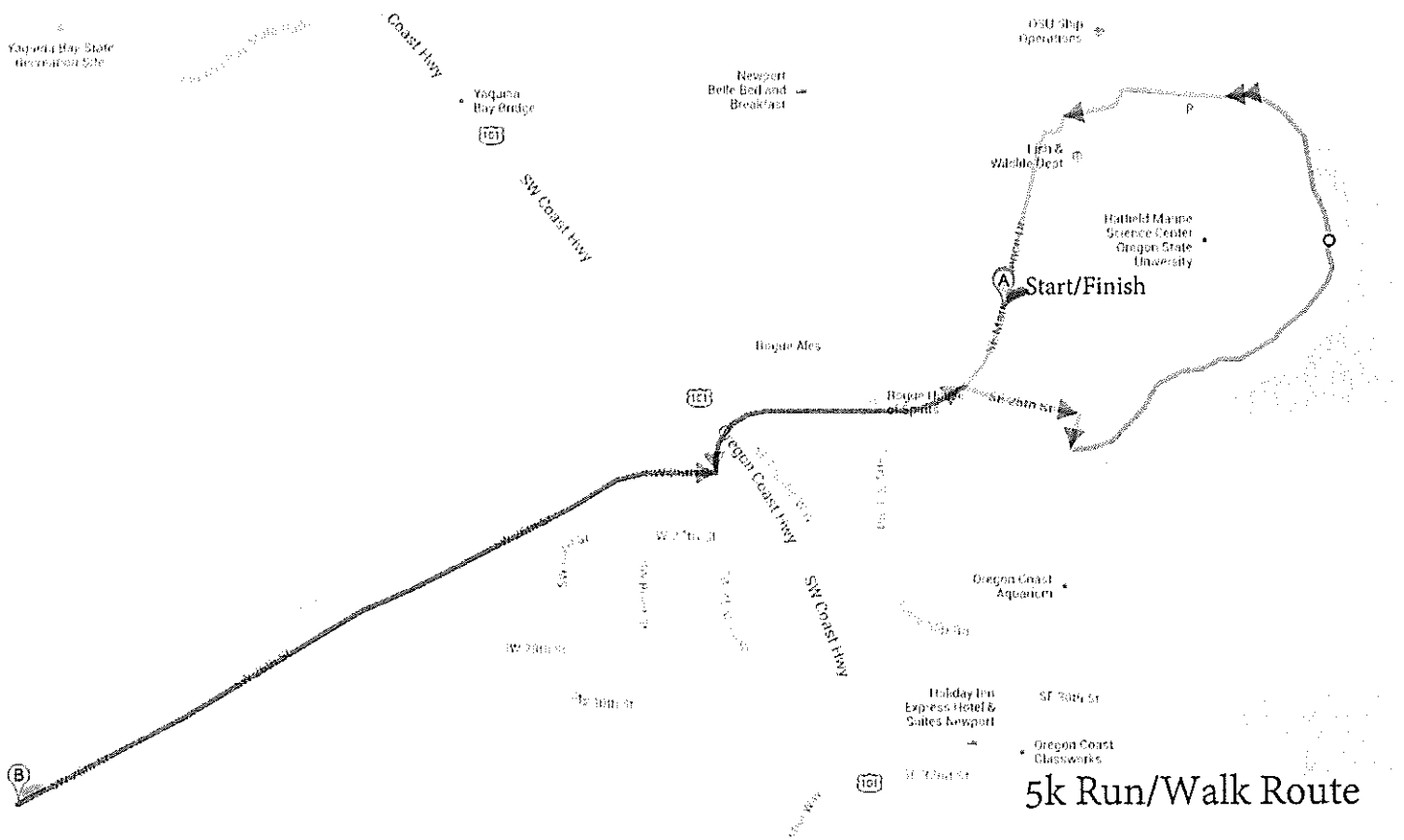
(<http://www.facebook.com/NewportTurkeyTrot>)

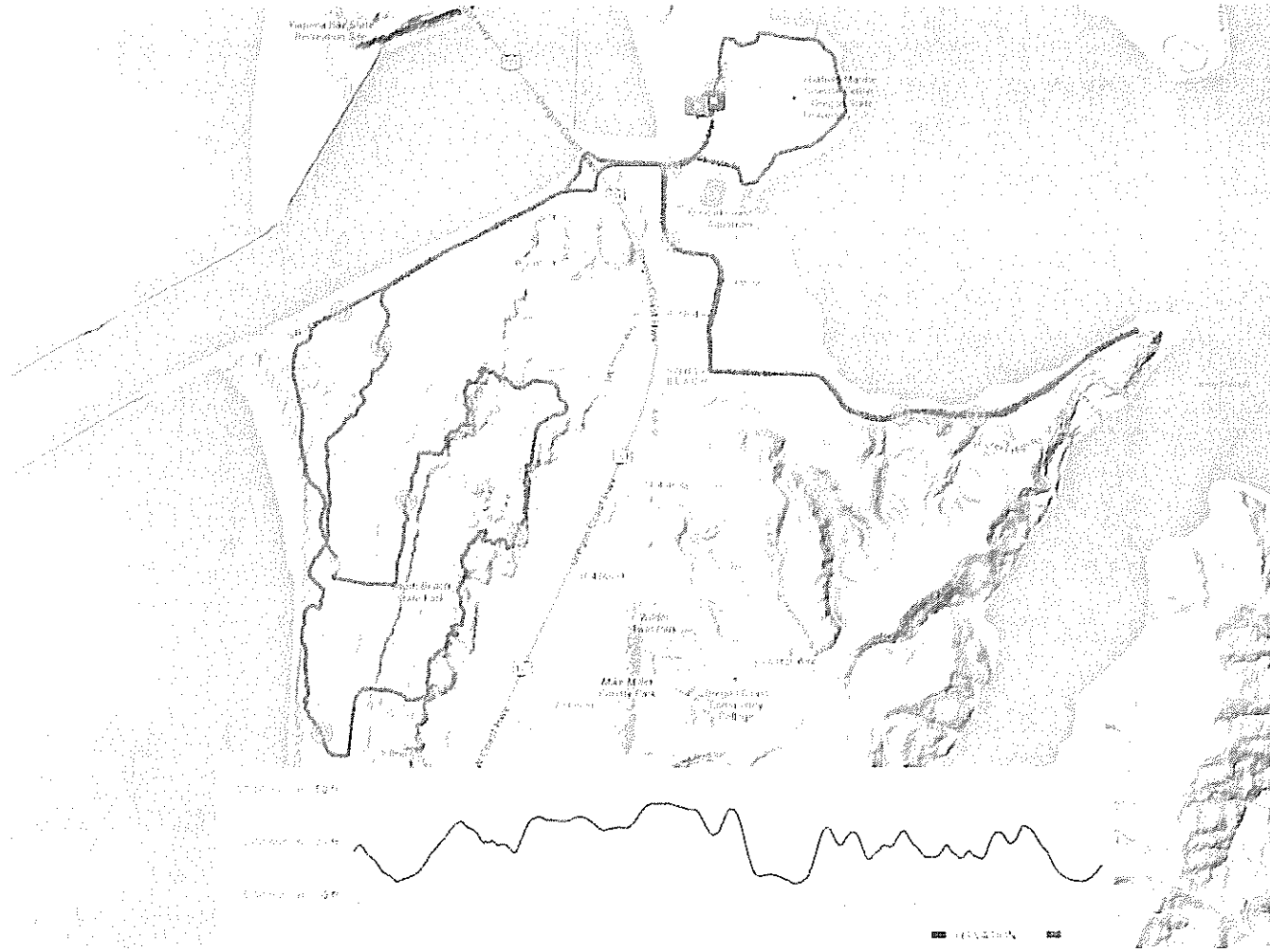
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Saffron Salmon



Kid Run





15K Run

CITY OF GARIBALDI, OREGON

City Hall • 107 Sixth St. (P.O. Box 708) • Garibaldi, OR 97118 • Phone (503) 322-3327 • Fax (503) 322-3737 • city@ci.garibaldi.or.us

SPECIAL EVENT PERMIT APPLICATION

TITLE OF SPECIAL EVENT _____
NAME OF ORGANIZATION _____
NAME OF COORDINATOR _____ PHONE _____
MAILING ADDRESS _____
DESCRIPTION OF EVENT _____
LOCATION OF EVENT _____
DATES/TIMES OF EVENT _____

A Special Event Permit is valid for no more than a total of 24 days in any given 12-month period.

SIGNATURE OF CONTACT PERSON _____ DATE _____

BASE RATE: \$410

1. Will you need an OLCC temporary liquor permit? YES NO. "No" receives \$25 credit - \$ _____
Provide a copy of the Oregon Liquor Control Commission application for City Council recommendation.
2. Do you need a street closure/redirection? YES NO. "No" receives \$150 credit..... - \$ _____
A street closure or traffic re-direction requires a Right-of-Way (ROW) Permit as prescribed in Ordinance No. 227. If your event requires a ROW permit please submit a ROW permit application, including a map showing the affected ROW and required staff signatures.
3. Do you need a highway banner? YES NO. "No" receives \$25 credit - \$ _____
An ODOT application for placing a highway banner is necessary and requires Council recommendation for approval.
4. Is the event on private property? YES NO. "Yes" receives \$50 credit - \$ _____
City property used for an event requires Council approval. Please list property that your group would like to use. Lumberman's Park is owned by the Port of Garibaldi and managed by the Garibaldi Lion's Club (503) 322-2457. Responsible person/group must provide the City with an insurance certificate for a minimum of \$1,000,000 listing the City of Garibaldi as an additionally insured.
5. Will you have "hawkers/vendors"? YES NO. "No" receives \$100 credit..... - \$ _____
"Hawker" defined by Ord. No. 131. A list of hawkers/vendors is required prior to approval including business and contact name. Hawkers listed as part of the permit application are exempt from purchasing individual business licenses and bonds, if they are conducting business in Garibaldi for no more than 24 days within a 12-month period. Approximate number of vendors _____
6. Do you currently have a business license? YES/NA NO. "Yes/NA" receives \$60 credit - \$ _____
Businesses that are exempt from obtaining a business license pursuant to Ord. No. 77 may mark N/A.

SUBTOTAL: \$ _____

7. Is this a non-profit venture? YES NO. "Yes" receives 50% credit. **TOTAL: SUBTOTAL \$ _____ X .50 = \$ _____**
Provide proof of your organization's 501(c) standing. Please list your Tax ID Number _____

CHECK LIST:

- OLCC temporary liquor permit application (council recommendation)
- Right-of-Way permit application (staff approval)
- Map of parade routes/street closures. (staff approval)
- ODOT highway "activity" permit application (council recommendation)
- Request to use City property (council approval)
- \$1,000,000 insurance policy listing City as additionally insured
- List of hawkers/vendors and contact names
- Current City business license
- Proof of non-profit 501(c) status. First-time applicants may be required to provide articles of incorporation.
- Map and location of stages for mass entertainment.

ADDITIONAL INFORMATION:

- The intent of the Special Event Permit is to provide an additional option for event organizers that will have a number of vendors (or "hawkers") conducting business at the event, plus provide a check list of requirements for any number of event-related activities.
- If your event requires council action, please provide letter of request to City Hall no later than the second Monday of each month. Regular Council meetings are the third Monday of the month.
- Maps of Garibaldi are available at City Hall.
- OLCC can be contacted at (503) 861-3912.
- ODOT can be contacted at (503) 325-7222.
- The permit application fee must be submitted prior to council or staff action. 50% of the fee will be retained for any application not approved.
- This approved application will serve as your permit.

STAFF ACTION

Signature _____ Date _____

Application Received on _____ by _____ Fee received \$ _____ Receipt No. _____ Special Event Permit Approved Denied

(33 hits)

Chapter 5.30 SPECIAL EVENTS

Sections:

- 5.30.010 Purpose.
- 5.30.020 Definitions.
- 5.30.030 Permit application.
- 5.30.040 Temporary liquor permits.
- 5.30.050 Highway banners.
- 5.30.060 Parade routes/right-of-way permit.
- 5.30.070 Stage concerts.
- 5.30.080 City named as additional insured.
- 5.30.090 Hawkers/vendors.
- 5.30.100 Business license.
- 5.30.110 Nonprofit status.
- 5.30.120 Public property.
- 5.30.130 Duration.
- 5.30.140 City exemptions.
- 5.30.150 Fees and credits.
- 5.30.160 Staff action.
- 5.30.170 Council action.
- 5.30.180 Permit.

5.30.010 Purpose.

The purpose of this chapter is to provide a more efficient process for individuals and/or businesses organizing a special event, specifically provisions relieving hawkers/vendors from purchasing annual business licenses. This chapter shall be used to facilitate events when other ordinances and processes do not fully cover the needs of the organizers. [Ord. 295 § 1, 2006.]

5.30.020 Definitions.

The following words and phrases, as used in this chapter, shall have the following definitions and meanings:

- A. "Hawker" is defined by Chapter 5.20 GMC, Solicitors, Hawkers and Peddlers. Vendors and hawkers are synonymous for the sake of this chapter.
- B. "Organization" means the individual(s), business, nonprofit or other entity responsible for the event.
- C. "Coordinator" means the contact individual(s) representing this organization.
- D. "Staff" means the administrator, public works director, and/or their assigns. [Ord. 295 § 2, 2006.]

5.30.030 Permit application.

Any organization seeking a special event permit by this chapter shall apply on forms provided by the city

that contain the following:

- A. Title of the special event.
- B. Name of the organization responsible for the event.
- C. Name and contact information of the coordinator representing the organization.
- D. Description and location of the event.
- E. Dates and times of the event.
- F. Any of the following depending on the scope of the event:
 - 1. Oregon Liquor Control Commission (OLCC) permit application;
 - 2. Oregon Department of Transportation (ODOT) permit application;
 - 3. City right-of-way permit application;
 - 4. Map of parade route/street closure;
 - 5. Map showing location of stage(s) and sound direction;
 - 6. Insurance policy listing city as additional insured;
 - 7. List of hawkers and contact information attending the event;
 - 8. Current city business license;
 - 9. Proof of nonprofit 501(c) status. [Ord. 295 § 3, 2006.]

5.30.040 Temporary liquor permits.

For events requesting a state temporary liquor license, a completed OLCC permit application shall be submitted for a city council recommendation. [Ord. 295 § 4, 2006.]

5.30.050 Highway banners.

For events requesting a promotional banner to be hung over Garibaldi Avenue (US 101), a completed ODOT permit application shall be submitted for a city council recommendation. [Ord. 295 § 5, 2006.]

5.30.060 Parade routes/right-of-way permit.

For events requesting a parade route or requiring the use of public rights-of-way, a map showing the route/closure shall be submitted along with the right-of-way permit application pursuant to Chapter 12.30 GMC, Public Rights-of-Way. [Ord. 295 § 6, 2006.]

5.30.070 Stage concerts.

For events with staged music or entertainment, a map showing the location of stage(s) and sound direction is required. Stages shall face away from the residential (R-1) zone. [Ord. 295 § 7, 2006.]

5.30.080 City named as additional insured.

For **events** requiring a right-of-way permit or using public property, the organization shall provide the city with an insurance certificate in an amount prescribed by resolution naming the city as an additional insured. [Ord. 295 § 8, 2006.]

5.30.090 Hawkers/vendors.

For **events** renting space to, using the services of, and/or providing business opportunities to hawkers/vendors, a list of all participating vendors and contact information shall be provided. If, during the course of the **special event**, the vendor roster changes every attempt will be made to provide the city with an updated roster. [Ord. 295 § 9, 2006.]

5.30.100 Business license.

If the organization responsible for the **event** is required to have a business license as prescribed by Chapter 5.05 GMC, Business Licenses, but does not have one, an annual business license will be issued to the organization as part of this permit. [Ord. 295 § 10, 2006.]

5.30.110 Nonprofit status.

An organization claiming its nonprofit status shall provide articles of incorporation. [Ord. 295 § 11, 2006.]

5.30.120 Public property.

The city council shall approve all requests for the use of city property excluding rights-of-way and the Community Hall. [Ord. 295 § 12, 2006.]

5.30.130 Duration.

Permits issued through this chapter are valid for no more than a total of 24 days in any given 12-month period. Hawkers operating in the city under the provisions of this chapter for more than 24 days are required to have an individual business license prescribed by Chapter 5.20 GMC, Solicitors, Hawkers and Peddlers. [Ord. 295 § 13, 2006.]

5.30.140 City exemptions.

The “Garibaldi Days” and “Crab Races” organizers are exempt from any fees associated with this permit. Coordinators shall still submit the required application and additional documentation including insurance coverage as aforementioned. [Ord. 295 § 14, 2006.]

5.30.150 Fees and credits.

Fees and credits required by this chapter shall be established by resolution. Half of the total fee will be retained for unapproved applications. [Ord. 295 § 15, 2006.]

5.30.160 Staff action.

Staff shall approve all right-of-way permits, parade routes and/or street closures based upon map(s) provided by the **event** coordinator. City staff shall ensure that all required information is provided prior to issuing a **special event** permit or forwarding the application to the city council. If council action is not required, staff may approve the application upon all requirements being met. Organizers may appeal staff decisions to the city council. [Ord. 295 § 16, 2006.]

5.30.170 Council action.

The city council shall recommend approval on all OLCC and ODOT permit applications. The city council shall approve use of city property for special events except for rights-of-way (ROW) and the Community Hall. The council may hear appeals of staff decisions, including changing or waiving permit fees, regarding this chapter. Under these circumstances the council shall approve the permit application. [Ord. 295 § 17, 2006.]

5.30.180 Permit.

A copy of the approved special event permit application will serve as the permit. [Ord. 295 § 18, 2006.]

The Garibaldi Municipal Code is current through Ordinance 322, passed June 16, 2014.

Disclaimer: The City Recorder's Office has the official version of the Garibaldi Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

**Port of Newport
Administration Building**

**Findings in Support of Exemption from Public Bidding
October 28, 2014**

1. General

ORS 279C.335 permits a local contract review board to exempt contracts from traditional competitive bidding upon approval of written findings of fact showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition, and that the process will result in substantial cost savings to the public agency.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410, a public agency using the Request for Proposals method may award a contract to the responsible proposer “whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiation authorized by the request for proposals.”

2. Background

The Port of Newport (Port) is planning to construct a new administration building to replace their existing temporary facility located in Newport. The existing facility cannot be used beyond the Fall of 2016. Contemplated construction work includes items listed in staff findings attached as Exhibit A.

Schematic design for this project is expected to be completed by October 31, 2014 and, as such, an approved construction budget has not been established. However, based on preliminary square footage assumptions and known function requirements, it is reasonable to assume construction costs could be at least \$1 million, as stated in Exhibit A.

The Port proposes to undertake and complete the construction work using the construction manager/general contractor (CM/GC) method of contracting with a proposer selected through the Request for Proposals method of solicitation. The CM/GC will participate in construction design and planning, provide construction management services, hire all construction sub-contractors and act as the general contractor for the proposed construction.

3. Findings

For the reasons set forth below, and in addition to the staff findings attached as Exhibit A, it is unlikely that the proposed exemption will encourage favoritism or diminish competition in the awarding of public contracts, and awarding a public contract under the proposed exemption will likely result in substantial cost savings and other substantial benefits to the Port.

Competitive Procurement

The Port will use a Request for Proposals process to select and hire a qualified and experienced CM/GC. The RFP will be broadly advertised in Oregon and adequate time will be allowed for proposers to respond. It is expected there are a substantial number of qualified, capable and interested CM/GC construction firms available to respond.

Proposals will be evaluated on several criteria including, but not be limited to, fee proposals, CM/GC firm experience (including experience of proposed project team, similar project experience, firm capacity), plan for project completion (with focus on completion within budget and on schedule), and safety plans. An evaluation team will review and rank the proposals, interview the highest ranked respondents, and recommend the best qualified proposer to the Port Commission.

The Port will also require the CM/GC to competitively bid the subcontracts required for construction of the new operations center.

Cost Savings

The Port expects this use of the alternate contracting process will allow for selection of a qualified and experienced CM/GC for construction of this new facility and, by joining the owner, architect and engineers early in the design process, will enable the selected CM/GC to participate in design, material and equipment evaluations, constructability review and decisions, and value engineering. The Port believes this approach will allow identification of cost savings and reduce the number of change orders once construction is started.

The Port expects that employment of a CM/GC will provide opportunity for cost savings through use of multiple bid packages and the resulting early completion of the project or components of the project.

The Port also expects use of the CM/GC process on this project will allow more efficient use of the Port staff with resulting reductions in labor and associated resource costs.

Use of the CM/GC process allows establishment of a Guaranteed Maximum Price (GMP) that will include the expected costs of construction plus contingency to cover what the CM/GC expects to be needed for changes to the proposed scope of work. Cost increases due to subcontractor bids higher than estimated or added cost for any work included in the original scope but left out of the CM/GC estimate would be absorbed in the GMP.

Public Safety

The Port expects all construction work on this project will be accomplished in accordance with applicable regulations and will meet stringent safety standards. The selected CM/GC will be expected to provide knowledge and evidence of construction safety practices to ensure a high degree of public and worker safety. The CM/GC's safety-related performance on past projects will be assessed during the RFP selection process. The CM/GC's participation in developing the final design and related bid documents and their on-going input on the work methods, controls and sequencing is expected to help manage and reduce risk related to on-site construction safety.

Technical complexity

The cost effective design and construction of an administration building is site specific. There is an added level of design and construction complexity associated with building on the Oregon coast related to water intrusion, corrosion, schedule delays, and unexpected cost overruns due to inclement weather. The Port believes all of these issues are best addressed using the CM/GC process and thereby ensuring the contractor is involved early in design and able to work with the architect and owner to help determine design solutions to the technical complexity and challenges associated with this particular work. The CM/GC approach allows for this joint problem solving while the more traditional design-bid-build approach does not.

Value Engineering

Having the CM/GC work with the architect, engineers and owner during design allows the CM/GC to recommend design approaches that will help reduce problems, errors and unforeseen costs that may occur during construction. Provision of this ongoing "constructability" perspective helps develop a project design that is feasible for final construction, cost effective and most effective for end use. This process allows for extensive value engineering and effective review of alternate construction methods and materials during all phases of design. In comparison, the design-bid-build approach requires completion of all project design before the general contractor and sub-contractors are employed, and does not by definition allow for contractor input into value engineering questions related to constructability, cost effectiveness or suitability for final use.

Specialized Expertise

Cost effective design and construction of a new administration building that meets all Port functional requirements and is completed within budget and on schedule will require a general contractor with specialized experience and qualifications working in coastal conditions. The Port expects that by using the CM/GC process and employing that contractor during design will help ensure successful completion of this facility.

The CM/GC selection process is based on qualifications and experience and, although price is a consideration, it is less important than qualifications. The Port expects to benefit from hiring a contractor with specialized expertise to assist in design and provide construction management. A low bid process does not provide the opportunity to hire the most qualified contractor with the specialized expertise needed for this project.

Market Conditions

The Port expects the CM/GC will be able to provide the design team with current and accurate input on construction costs and techniques as well as material and equipment availability, suitability and cost. It is expected this information will reduce design and construction time and costs.

Use of the CM/GC process also allows for expediting certain portions of the work (e.g., site work, foundations, on-site utilities, long lead items, etc.) while still completing other portions of design (e.g., interiors, HVAC systems, etc). Managing and timing the construction work in relation to the market can result in cost savings. These “fast-track” benefits are not available when using the low-bid process.

The CM/GC process allows for development of bid packages that can provide more opportunity for local contractors to bid on particular work. This process can be supplemented by requiring the CM/GC to conduct forums to inform local contractors of construction bidding opportunities.

Funding Sources

The Port expects to fund this project using unrestricted NOAA funds and, as such, it is important that the Port obtain reasonable assurance about the final cost and the related “flow of funds” schedule for the work. The CM/GC process which serves to reduce the likelihood of construction changes orders, provides for this assurance to a greater degree than when using the design-bid-build process. The CM/GC process provides more substantial and effective cost controls for limited and public budgets that will benefit the Port. The overall team approach, value analysis, constructability reviews and on-going attention to current construction material and labor costs help ensure effective budget controls.

Retained Counsel and Consultants

The Port’s legal counsel is Peter Gintner with Macpherson, Gintner & Diaz in Newport, Oregon. Mr. Gintner is experienced with all aspects of the CM/GC construction process and has provided legal counsel for Lincoln County School District, Central Lincoln People’s Utility District and the Port of Newport on construction projects that selected and employed a CM/GC.

The Port employs Rick Fuller. Mr. Fuller has recent experience working with CM/GC projects and managing owner interests in development and construction of the NOAA

MOC-P facility in Newport. Mr. Fuller has experience in CM/GC selection, contract negotiation and the CM/GC construction process.

The Port expects to employ Goebel/Capri as architects to complete preliminary planning and schematic design for the new facility. Goebel/Capri has experience in the CM/GC process.

Public Benefit

There is substantial public benefit associated with all of the above findings. The Port expects use of the alternate contracting process will allow for selection of a CM/GC well qualified for the specialized and technical challenges of this project and thereby enable the Port to construct a cost effective administration building within an established budget and schedule.

Conclusions

Based on the foregoing, the Board of Commissioners of the Port of Newport conclude the following:

1. It is unlikely that the requested exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts.
2. Awarding a public improvement contract under the requested exemption will likely result in substantial cost savings to the Port of Newport.

**PORT OF NEWPORT
RESOLUTION NO. 2014-13**

**A RESOLUTION EXEMPTING CONTRACT FROM COMPETITIVE BIDDING FOR
THE PORT ADMINISTRATION BUILDING**

WHEREAS, The Board of Commissioners (the “Board”) of the Port of Newport (the “Port”) finds:

A. The Board is the local Contract Review Board for the Port pursuant to Resolution 7 – 2007.

B. The Board desires to exempt the construction of the Port’s administrative building (the “Project”) from competitive bidding pursuant to ORS Chapter 279C.

a) The Port intends to solicit the Project using the Request for Proposals contracting method.

b) The Port will use the solicitation to select and utilize the services of a Construction Manager/General Contractor (“CM/GC”) for the Project.

C. The Board has reviewed the Port of Newport Administration Building Findings in Support of Exemption from Public Bidding October 28, 2014 supporting exemption of the project from competitive bidding and has held a public hearing to take comments on the proposed exemption in compliance with the notice and hearing requirements of ORS 279C.335(5).

D. The Board finds that that the exemption is not likely to encourage favoritism or substantially diminish competition for public improvement contracts for the following reasons:

a) The Request for Proposals method to be utilized by the Port will be open to all qualified parties eligible to bid on public improvement contracts with the Port;

b) The Request for Proposals will be formally advertised with public notice;

c) The Request for Proposals will be awarded based upon identified selection criteria and through discussions with competitive proposers; and

d) The Request for Proposals will provide an opportunity for bidders to protest the Port’s award.

E. The Board finds that using a Request for Proposals method of contractor selection and a CM/GC contracting method will result in substantial cost savings to the Port for the following reasons:

a) The CM/GC process will permit the project to be completed more efficiently than would be possible through traditional contracting methods, resulting in greater safety and utility to the Port and to the general public;

b) The Request for Proposals method and the use of a CM/GC will permit the Port to select a contractor based upon considerations of quality of construction, expertise

useful to handling the technical challenges of the Project, and other qualities that will lead to substantial cost savings over the lifespan of the improvement;

c) The CM/GC process will allow the Port to allocate the risk of unexpected problems and construction defects in a manner likely to result in long-term cost savings;

d) Because a CM/GC cannot be selected by sole reference to the lowest responsible bidder the Port must use a Request for Proposals method to select a CM/GC for the Project; NOW THEREFORE,

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and the Board of the Commission so finds and determines.

Section 2. The findings supporting exemption of the Project from competitive bidding are approved.

Section 3. The Project is exempted from the requirements of competitive bidding pursuant to ORS 279C.335 (2).

Section 4. The General Manager shall prepare and advertise a solicitation for the services of a Construction Manager/General Contractor using the Request for Proposal method of solicitation.

Section 5. The General Manager may adopt such procedures and incorporate such rules regarding the solicitation as he finds convenient or appropriate to the interests of the Port in carrying out the solicitation process.

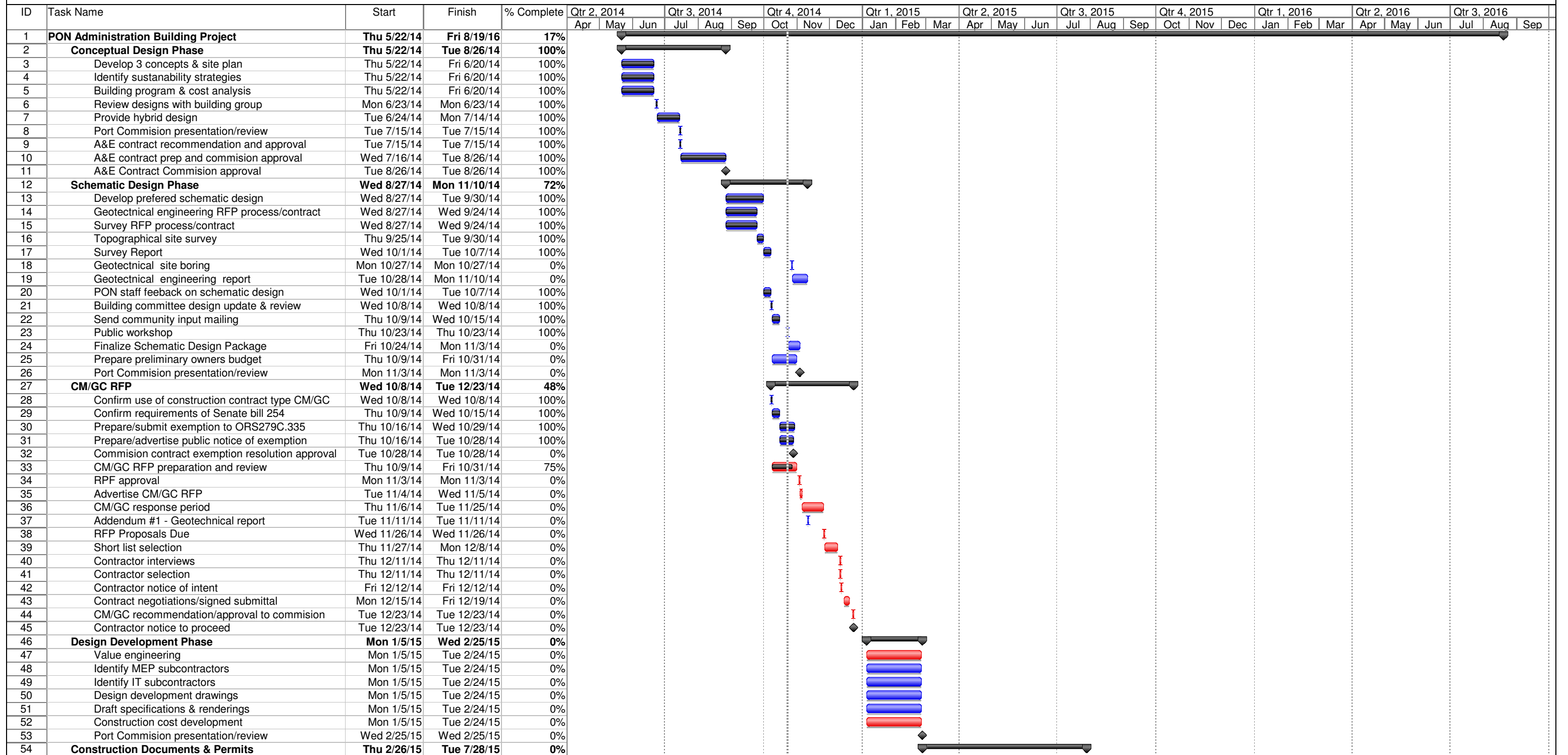
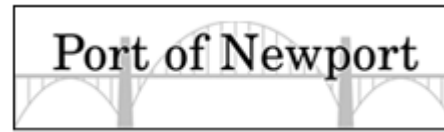
APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 28th day of October, 2014.

Walter Chuck, President

ATTEST:

Ken Brown, Secretary/Treasurer

Port of Newport Administration Building



Project: PON Admin building -Draft2
Date: Thu 10/23/14

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

Kevin Greenwood

From: Kevin Greenwood
Sent: Thursday, October 16, 2014 2:33 PM
To: Stephen Larrabee
Subject: FW: Missed Call-Please Call Back with info requested: John Cody w/State Surplus 503-378-6222
Attachments: RE: Blue Aluminum stored at Terminal; Smith inventory list.pdf

Fyi....

Kevin Greenwood
(541) 265-7758
(541) 961-9517 Cell

From: Rick Fuller
Sent: Wednesday, October 15, 2014 2:05 PM
To: Jim Durkee; Kevin Greenwood
Cc: Stephen Larrabee
Subject: RE: Missed Call-Please Call Back with info requested: John Cody w/State Surplus 503-378-6222

Gentlemen,

Please see the attached email I sent 8/6/2014. In addition to the inventory that Jim has, there is approx. 132ea 4'x10'x .040 flat stock stored at the laydown yard where my office trailer is. The purchased value of the sheet material is approx. \$8,108 and weighs approx. 3643lbs. This would bring the purchased value of the material to \$58,591. I've also included an inventory list that I received from Smith Sheet metal for all items purchased for the blue roof before it was vetoed. Some items may have actually been used in the construction or restocked if it was possible. If decided to sell as scrap, there is a lot more other metal scrap that could be combined from all Port sites.

RF

From: Jim Durkee
Sent: Wednesday, October 15, 2014 11:14 AM
To: Kevin Greenwood
Cc: Rick Fuller; Stephen Larrabee
Subject: RE: Missed Call-Please Call Back with info requested: John Cody w/State Surplus 503-378-6222

Inventory approximate:

Fabral .040 22.5"w roll stock
Regal Blue L12
3ea 2089 lf
4ea 1192 lf
1ea 2074lf
13,109lf = 17,435sf = 12,144lb

Fabral .032 16"w roll stock
Regal Blue L12
3ea 500lf
1500lf = 1995sf = 818lb

Trufast MP-3-TF 3" Metal Stress Plates 3000 pcs

Fabral Stand'n Seam Clips 301SS Approx 4000 pcs

Insultite ASAP Insulation Fasteners CRST5PLL3S Approx 3500 pcs

From: Kevin Greenwood

Sent: Wednesday, October 15, 2014 9:41 AM

To: Jim Durkee

Cc: Rick Fuller; Stephen Larrabee

Subject: FW: Missed Call-Please Call Back with info requested: John Cody w/State Surplus 503-378-6222

Importance: High

Jim,

Can you take pictures of the material and send me any specifications so I can forward it to State Purchasing. They might be able to help us liquidate the roofing.

Kevin Greenwood

(541) 265-7758

(503) 812-6804 Cell

From: Darlene Webster

Sent: Wednesday, October 15, 2014 9:09 AM

To: Kevin Greenwood

Subject: Missed Call-Please Call Back with info requested: John Cody w/State Surplus 503-378-6222

Importance: High

John would like pictures, quantities, dimensions and description of material that you would like to have sold.

Note: this usually is handled on a case by case basis and that his boss is on vacation that would authorize the sale of this material so it could take a little while for him to respond back with an authorization to proceed.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2247 / Virus Database: 4031/7891 - Release Date: 10/15/14

**PORT OF NEWPORT
RESOLUTION NO. 2014-14**

**A RESOLUTION REQUESTING PRESERVATION OF THE UNITED STATES COAST
GUARD AIR FACILITY AT NEWPORT, OREGON**

WHEREAS, the City of Newport, Oregon is located on the Yaquina Bay and has been home to various United States Coast Guard facilities since the late 1800's including lighthouses, the Yaquina Bay Coast Guard Station, and the Newport Air Facility located at the Newport Municipal Airport; and

WHEREAS, a collaborative effort was led by the Newport Fishermen's Wives, supported by other commercial and recreational maritime interests, to address the significant safety risks that have led to much loss of life of commercial fisherman and recreational boaters off the central coast of Oregon; and

WHEREAS, in response to these efforts, the United States Coast Guard stationed a helicopter in Newport in 1987 and with the donation of land by the City of Newport on September 10, 1991, constructed a permanent air station facility at the Newport Municipal Airport; and

WHEREAS, Yaquina Bay and the central Oregon coast is home to a very large and active commercial fishing fleet, with 130 million pounds of seafood being offloaded at the Port of Newport in 2013; and hosts a significant number of recreational boaters. In addition, heavily visited beaches stretch along the coast which from time to time require quick and timely responses for individuals who can get caught in the surf or need rescue from coastal cliffs and islands; and

WHEREAS, the Port of Newport is considered by the U.S. Army Corps of Engineers as a "safe harbor" and many of the commercial fishing trips take place during the most dangerous ocean conditions from December through February; and

WHEREAS, the Newport Air Facility has participated in numerous marine emergency responses involving the commercial fishing industry, recreational boaters, near shore beach rescues, and other responses where the shorter response time for the central Oregon coast can make the difference between conducting a rescue or a recovery; and

WHEREAS, the Port will begin international log shipments and actively recruiting cruise ships to visit Newport. Furthermore the Port of Toledo is currently building a state-of-the-art ship haul-out facility that will draw hundreds of additional vessels into Yaquina Bay; and

WHEREAS, Newport is also becoming a major marine education and research support center on the Pacific coast. With the addition of the NOAA Pacific Marine Operations Center in 2011 and increased investment by Oregon State University and OMSI, Yaquina Bay will also see burgeoning growth in research, education and survey vessels; and

WHEREAS, the City of Newport has enjoyed a collaborative relationship with the United States Coast Guard that was recognized on March 28, 2005 through designating Newport, Oregon as one of 16 local governments with the title, “Coast Guard City, USA;” and

WHEREAS, without any discussions with local officials or stakeholders, the United States Coast Guard announced in a letter dated October 2, 2014, that the Air Facility in Newport would be closed on November 30, 2014; and

WHEREAS, the Port of Newport, City of Newport and Lincoln County convened a Town Hall meeting attended by Admiral Gromlich and Congressman Schrader on October 20, 2014 and over 200 citizens voiced their support for the U.S. Coast Guard and retention of the Newport Air Station; NOW THEREFORE

THE PORT OF NEWPORT BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. The Board of Commissioners for the Port of Newport expresses its grave concern over the safety impacts to a wide range of maritime activities that will occur after the closure of the United States Coast Guard Air Facility in Newport, Oregon, and the Port Commission formally asks the United States Coast Guard to reverse its decision of October 2, 2014 to close this facility, and that the Port Commission also requests assistance from U.S. Congressman Kurt Schrader, U.S. Senator Jeff Merkley, and U.S. Senator Ron Wyden to assure that timely emergency maritime response will remain available for the central Oregon coast through continued operation of the Newport Air Facility.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS this 28th day of October, 2014.

Walter Chuck, President

ATTEST:

Ken Brown, Secretary/Treasurer



5730

OCT 02 2014

Mr. Kevin Bryant
Harbor Master, Newport International Terminal
600 SE Bay Blvd.
Newport, OR 97365

Dear Mr. Bryant:

I am writing to notify you, as authorized in the Consolidated Appropriations Act of 2014, the Coast Guard has decided to close our Air Facility in Newport, Oregon on November 30, 2014. This facility is a detachment of Coast Guard Sector North Bend. Aircraft and crews from North Bend deploy to Newport for Search and Rescue (SAR) and other operations.

Through targeted investment in vital recapitalization projects, the Coast Guard has significantly improved our SAR response posture. Specifically, we have deployed the Coast Guard's Rescue 21 communications and distress calling system, which provides us with significantly improved detection capability, as well as the ability to use radio signals to more efficiently locate mariners in distress. In addition, there have been improvements in safety and survival equipment that greatly increase the chance of survival and detection for imperiled mariners. Given these improvements in the overall SAR system, the Coast Guard will consolidate air operations in Southern Oregon at our Air Station in North Bend while continuing to meet all national SAR response standards.

If you have any questions regarding this matter, please feel free to contact Captain Todd Trimpert, Sector North Bend Commander, (541) 756-9253 or Commander Eric Belleque, District Thirteen Chief of External Affairs, (206) 220-7236.

Sincerely,

A handwritten signature in blue ink that reads "R. T. Gromlich".

R. T. GROMLICH
Rear Admiral, U.S. Coast Guard
Commander, Thirteenth Coast Guard District



600 S.E. Bay Blvd., Newport, OR 97365 / (541) 265-7758 / www.portofnewport.com

October 8, 2014

R.T. Gromlich, Rear Admiral
U.S. Coast Guard
Commander, Thirteenth Coast Guard District
915 Second Ave., Rm 3590
Seattle, WA 98174

RE: CLOSURE OF AIR FACILITY IN NEWPORT, OREGON

Admiral Gromlich,

The Port of Newport is concerned about the District's decision to close the Coast Guard Air Facility located in Newport. We believe that this decision will result in additional loss of human lives.

Yaquina Bay is Oregon's largest commercial and recreational fishing port. In 2013, over 130-million pounds of fish were landed in Newport totaling over \$54-million in value to Oregon commercial fishermen. Though Coast Guard Station Yaquina Bay stopped tracking outbound bar crossings in 2011, the Port served over 700 commercial boats and 1000 recreational boats in our boat basins. Many of these fishing trips occur during the most dangerous ocean conditions from December through February.

In addition to fishing traffic, the Port will begin international log shipments and actively recruiting cruise ships to visit Newport in summer 2015. Furthermore, the Port of Toledo is currently building a state-of-the-art boat haul-out facility that will draw hundreds of additional vessels into Yaquina Bay.

Newport is also becoming a major marine education and research support center on the Pacific coast. With the addition of the NOAA Pacific Marine Operations Center in 2011 and increased investment by Oregon State University in the Hatfield Marine Science Center, Yaquina Bay will also see burgeoning growth in research and survey vessels.

If any of these vessels run into trouble, the amount of time for air support will increase from twenty minutes to sixty minutes for Dolphin support and over an hour for Jayhawk support. That is a huge amount of valuable time.

The Port hopes that the U.S. Coast Guard will re-consider the impact of this decision and take into account the growth of marine traffic that is occurring in this key port on the central Oregon coast.

Sincerely,

Kevin M. Greenwood
General Manager

Cc: Port of Newport Board of Commissioners
Sen. Ron Wyden
Sen. Jeff Merkley
Rep. Kurt Schrader
Lincoln County Board of Commissioners
Gov. John Kitzhaber
Newport Mayor Sandra Roumagoux and City Council



MEMO

To: Port of Newport Commission

From: Kevin Bryant, Commercial Marina Harbormaster

Copy: Port of Management Staff

Date: November 22, 2014

Re: October Manager's Report

Maintenance

Tug boat was hauled out for maintenance work at the Port of Toledo. Power washing, bottom painting, installation of zincs and shaft packing was done to the tug boat.

On the service dock, hoist #1 extension cylinder was resealed and rebuilt by Myrmo & Son's out of Eugene. This service was done for a cost savings of 3k verses 6k as bid by others. Plywood on east end of Ops building was replaced and with new metal siding.

Construction

-0-

Fishing Fleet Activity

Due to weather conditions buyers have slowed down. The Tuna and salmon season is coming to a close and Crabbers are working on staging their gear, stripping and prepping their boats with crab gear as they get ready for the crab season.

Other Activities

We started getting Ops building interior ready for the upcoming Fishermen's appreciation day event next month.

Overview of Services for this Month

65 Boats at the Hoist Dock
130 Hours of Hoist Hours billed out



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

To: Port of Newport Commission
From: Jim Durkee, Terminal Operations Supervisor
Copy: Port Management Staff
Date: October 22nd, 2014
Re: October Manager's Report

Maintenance

Completed the annual cathodic protection maintenance inspection with PCS.
I worked on the exterior of the NIT building including power-washing, replacing the flood light over the shop door, cleaning other fixtures and replacing lamps.

Construction

Tough Construction completed the gray warehouse roof replacement.
HME construction completed dredging of soft materials for ocean disposal in front of the NIT dock.

Fishing Fleet Activity

Continued work with Shrimp and Pacific Whiting boats doing gear switches, repair work etc. A couple of shrimp boats finished up for the year and stripped out completely to prepare for Crab Season. NMFS finished their survey work with the Ms. Julie and the Excalibur, both boats stripped off the NMFS gear and loaded their own gear back on and the NMFS gear went back to Seattle. Miss Berdie stripped gear and left to get sponsored. The Seeker came back from sponsoring and started loading gear back on. Raven finished Whiting fishing for the year, stripped their gear and went up river to do some boat work. A couple of big boats sat at the dock while their processor went to Seattle. Add in the bad weather and the dock was quite busy.

Other Activities

I gave a brief history and a tour of the NIT facility to the Association of Oregon County Planning Directors. I got back to work on some safety training through the SDAO provided website getting a Hazard Communication Class set up.
Started reviewing the NIT Facility Security Plan as a refresher and looking for needed updates like contact numbers, management name changes etc.
Quarterly safety inspection.

Overview of September Services

14 vessels spent a total of 101 days moored at the Terminal dock.
20 fishing vessels used the Terminal dock for work.
At least 4 vessels loaded fuel.
15 hours of forklift service were provided.
18 hours of crane service were provided.



FACILITY MANAGER'S MONTHLY REPORT

FACILITY: NOAA MOC-P
DATE: 10/22/2014
PERIOD: October 2014
TO: Kevin Greenwood
ISSUED BY: Rick Fuller

NOAA MOC-P

Upland: Business as usual marked the October period. The intermittent nuisance trouble condition at the warehouse fire panel was finally and successfully resolved. Because of the poor responsiveness and inability of the technicians to identify the problem, a negotiated ½ price adjustment was made by SecureCom and is reflected on the latest invoice. During the process, alternate certified EST3 alarm companies were contacted and have provided quotes for next year's annual service along with technical repair services pricing. The cost/benefit analysis is in progress. Replacement trollies and additional support rollers were installed at the main security gate during the federal holiday weekend in order to take advantage of low vehicle traffic. The design alteration was needed to reduce operating service calls.

Wharf & In-water: Last month I reported on ODOT's interest in providing special bridge inspections at the wharf. Since my response back to them indicating approval to move forward, I have not heard back from Jeff Swanstrom. Included in this year's budget was an amount for the fabrication and installation of 6 vinyl utility bunker covers. The covers will be used during the colder months to ensure that all of the wet utilities will remain in service at the berths and also to prevent freeze damage. Ken Fuller (no relation) Upholstery was the low bid out of three suppliers and a purchase order was issued. Stainless steel tie downs were designed and manufactured by Halco Welding and will be installed by me. A rough bathymetric depth survey was performed at berths #1 through #4 with the use of the Port tugboat. The findings indicate some silt deposits but will remain inconclusive until the next survey is performed in 6 months. The depth remains below the lease specified min depth of -24MLLW. The Ports consultant Pacific Habitat Services has provided a report and schematic drawings showing that the east and south shoreline at the Eel grass mitigation site will require additional excavation for the establishment of successful Eel grass growth. Initial pricing based on the removal of 3500cy's of material by McDougal construction has been provided and is being reviewed.

The wharf usage was less this month than last as NOAA welcomes the return of the Oscar Dyson. The Dyson will be in Port until early 2015 and is undergoing dock side repairs and maintenance. The McArthur and Ka'Imimoana remain at berth #5 & #6. There is no speculation when the ships will be moved from the NOAA facility. See the attached ship log for bar crossing activities. Total NOAA full time building occupancy is approximately 72% of total office space

Specific work this period:

- Regular scheduled monthly and quarterly preventative maintenance
- Grounds maintenance
- Diagnosis and repair of fire panel Demux Audio trouble condition
- Repair of main entry security gate
- Continued effort to keep the west wharf free of seagull related debris
- Berthing depth survey and under pier visual inspection












PON Admin Building














- Prepare and send services agreements to GRI and Paraini Land Survey
- Site review of line locates. Locate H2O line
- Meet John Pariani at site for topo survey work
- Review survey documents. Forward to Capri Architects
- Attend CM/GC alternative contracting seminar Dept of Justice. Salem
- Review and provide input for new CM/GC rules for public notice deadline
- Review and provide input for CM/GC RFP
- Prepare 1st draft owner's master project schedule
- Meet with Arch's, KG, HP, and WC to review CM/GC RFP exemption process
- Review and provide input for CM/GC contract exemption process
- Meet with Arch's & KG for review of 3d modeling
- Prepare revised draft of owner's master project schedule
- Work on owner's conceptual budget



Other Port activities

10/16 – Meet with Jim Lewis of OSU maintenance and Jason of GRI. Discuss utility locates at culvert site in preparation of geotechnical borings.

NOAA MOC-P Bar Crossing Log 2014

	ARRIVAL	DEPARTURE	NAME	ROSTER#	NOTE
	10/7/2013	1/13/2014	Rainier	39	Bound for Alaska
	9/16/2013	1/19/2014	Bell M. Shamada	22	Bound for Alaska
	1/20/2014	3/31/14	State Patrol boat "Guardian"	2	Small boat dock
	10/23/2013	3/26/14	Fairweather	35	Bound for Seattle
	3/26/2014	4/21/14	Rainier	31 38	Crew change/maintenance repairs
	4/22/2014	4/22/14	Dredge Yaquina	40	Fuel/ crew change
	5/11/2014	6/24/14	Bell M. Shamada	21 31	Change of command, crew leave, maintenance
	6/3/2014	6/3/14	Dredge Yaquina	40	Fuel/ crew change
	6/6/2014	6/8/14	USCG Buoy Tender "Fir"	46	Supply/shore leave
	6/6/2014	6/10/14	RV Thomas G. Thompson	23 45	Supply/shore leave
	6/14/2014	6/23/14	RV Thomas G. Thompson	45	Supply/shore leave/Inspection
	7/3/2014	7/6/14	RV Ocean Starr (CalCOFI)	23	Supply/shore leave

	7/11/2014	8/3/2014	Bell M. Shamada	31 30	Crew leave, maintenance
	7/30/2014	8/1/14	RV Thomas G. Thompson	45	Supply/shore leave
	8/3/2014	8/10/2014	NOAA RV Ron Brown	25 56	Supply/shore leave
	8/9/2014	8/13/2014	MBARI RV Rachael Carson	9 11	Supply/shore leave
	8/11/2014	8/13/2014	RV Thomas G. Thompson	54 56	Supply/shore leave
	8/19/2014	8/22/14	MBARI RV Rachael Carson	11	Supply/shore leave
	8/19/2014	8/25/14	NOAA RV Ron Brown	56 31	Supply/shore leave
	8/24/2014	8/26/2014	RV Thomas G. Thompson	54 59	Supply/shore leave
	9/11/2014	9/11/2015	RV Thomas G. Thompson	59 56	Supply/shore leave
	9/21/2014	9/25/14	Bell M. Shamada	29 31	Crew leave, maintenance
	9/16/2014	9/16/2015	Dredge Yaquina	40	Fuel/ crew change
	9/17/2014	9/18/2015	RV Thomas G. Thompson	56 56	Supply/shore leave
	9/23/2014	9/25/13	RV Thomas G. Thompson	52 39	Supply/shore leave

	9/30/2014	10/6/14	Bell M. Shamada	31 21	Supply, depart Alemeda CA for seasonal maintenance repairs
	10/17/2014		Oscar Dyson	24	Off season break, dock side maintenance and repair
			TOTAL	1021	

Occupancy

To: Port of Newport Board of Commissioners

From: South Beach Marina & RV Park

Date: October 16, 2014

Re: **September** South Beach Occupancy Report

September was a busy month and all occupancy numbers are up from last year! We had nine RV groups hosting their fall rallies at the Marina Park. Park host Clay Moore was a huge asset directing traffic, welcoming guests and assisting office staff.

With the great fishing and beautiful weather many campers and boaters extended their stay with us.

<u>September Bookings</u>	<u>RV</u>	<u>Slips</u>
On line	98	09
Front Office	740	160

Occupancy Figures:

	2013	2014	Change
Marina	10865	13401	23.34%
Marina RV	2401	2918	21.53%
Annex RV	733	950	29.60%
Totals	3134	3868	23.42%



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

MANAGERS REPORT

To: Port of Newport Board of Commissioners

From: Chris Urbach, Harbormaster

Copy: Port Management Staff

Date: October, 22 2014

Re: South Beach Operations

The U-Da-Mann fishing tournament was a huge success and there were no problems to report.

I did a walk around with the contractor for the new Roque building and there are still a few things that need to be done .They need to move a gutter on the electrical building on the back side of the building, They need to fill and grade the island beds around the building and plant grass, they need to install ballard post to block old exit road behind the building and paint directional arrows in the parking lot.

During the heavy rains this week the area drain behind Roque over flowed and this was caused by debri in the manhole on the outfall line under the bridge. ODOT replaced the main line about a year ago and did not install any grating over the end of the pipe port staff encouraged them many times to do.

We had the Marina R/V park swept after the long busy summer.

We are starting to put together the parts to install the water line on f-dock.

We will be working with Steve L. on getting cameras for the office and marina.



TCB Security Services, Inc.

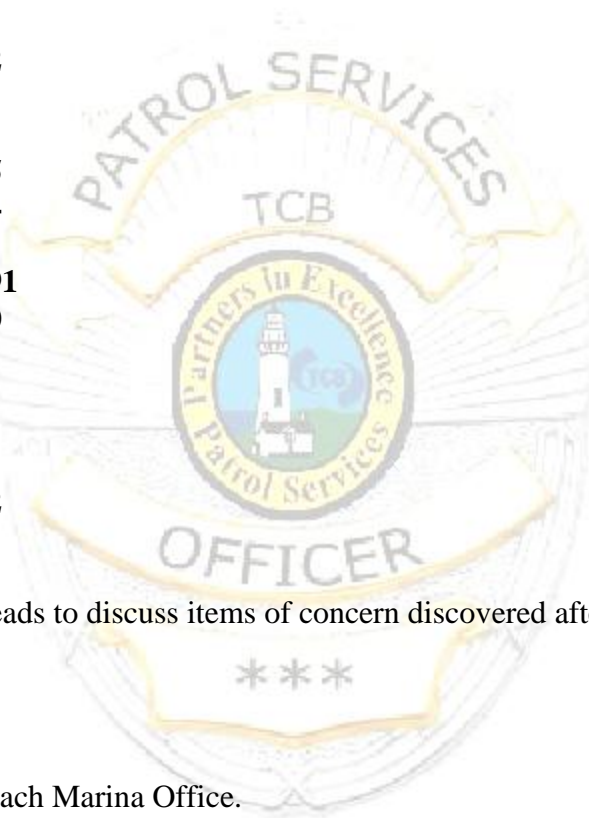
437 N.E. 1st St
Newport, Or. 97365

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

Port Of Newport September 2014 Public Safety Report

Man Hours Worked: 243 hours
Court Time: 0

Assist Other Agency	2
Boat Inventory	62
Boat Related Incidents	5
Burglary	1
Field Interviews/Contacts	15
Foot Patrols	34
Open Doors	1
Patrol Checks	291
RV Inventory	30
Theft Investigation	1
Suspicious Activities	8
Alarm Response	1
Ordinance Violation	3
Parking Violations	12



Meetings Attended:

Meet with department heads to discuss items of concern discovered after the burglary from the Marina Office.

Investigations:

Burglary at the South Beach Marina Office.

Other:

Worked with Barb to discuss areas of concerns with boat inventory technology.

Submitted By: Mike Goff

**PORT OF NEWPORT
MINUTES OF SAFETY COMMITTEE MEETING
August 12th, 2014**

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

Committee members present:

Fred Hauert
Barb Martin

Jim Durkee
Kevin Corwin

Rick Fuller

Also present were Mark Rahm from South Beach Operations and from SDAO Aubrey Sakaguchi, Chelsea Harrison, and Gina Wescott.

MINUTES

The minutes from the July 8th, 2014 Safety Committee Meeting were approved with a correction to the date.

OLD BUSINESS

1. HAZCOM Class – We will have a class this fall, after things slow down a little in South Beach but before it gets too busy in the Commercial Marina, that way we can get the whole crew together as one for training. I will leave this on the agendas as a reminder.
2. Hoist Inspections – Arcxis inspected the NIT fixed hoist and the hoists on the commercial dock. Coast Crane did the annual inspection on the Grove.

NEW BUSINESS

1. SDAO – Aubrey, Chelsea and Gina from SDAO attended the meeting. They were here to look at the dumpster operation due to the injuries that have occurred at the port. Some of the main issues pointed out were poor wheel and steering mechanism condition and excess weight from rainwater due to open lids. They are looking at the possibility of buying a power unit to move the dumpsters.

MONTHLY INSPECTION REPORTS

1. Monthly inspections were received.

ACCIDENT/INCIDENT REVIEW

1. Keith Strasburg re-injured his back while moving dumpsters. We need a copy of the report.
2. A customer reported a tripping incident in the RV Park.

3. Chlorine fumes from YBFP caused the evacuation of the NOAA warehouse building. YBFP is changing the way the handle those fluids to prevent another incident.

OPEN FORUM

1. Chris Urbach is looking at the path from the RV park to the store
2. Bob Bell, our representative from Allegiance will be meeting with the entire staff after the October meeting.

No meeting will be held in September to allow for quarterly inspections. The next Safety Committee Meeting will be held on Tuesday, October 14th, 2014 at 11:30a.m., at the South Beach activities room, if available.

Jim Durkee, Safety Committee Secretary

PORTS OF NEWPORT/TOLEDO COMMISSION JOINT GOAL-SETTING WORK
SESSION AGENDA

Thursday, October 30, 2014, 5:30 p.m.

Port of Toledo,

496 Hwy 20 NE, Unit #1, Toledo, Oregon 97391

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

- I. Call to Order
- II. Goal of having an annual joint meeting (PON & POT)
- III. Identifying Areas of Mutual Interest
- IV. Adding Canoe Jousting to the Yaquina Cup competition
- V. Yaquina Cup
- VI. Support for Grant Applications
- VII. Adjournment

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

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

-###-