

**PORT OF NEWPORT COMMISSION MEETING**

Tuesday, May 28, 2024, 6:00 p.m.  
Administration Building  
600 SE Bay Blvd.  
Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the livestream of this meeting on our website: <https://www.portofnewport.com/2024-05-28-commission-meetings-2024-may-28-2024-6-00-p-m>*

*Anyone interested in making virtual public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, May 27, 2024: <https://www.portofnewport.com/2024-05-28-commission-meetings-2024-may-28-2024-6-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

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

**IV. Consent Calendar**

**2024**

- A. Minutes.....April 23 .....Page 3
- B. Financial Reports.....Page 7
- C. Accounts Paid .....Page 24

**V. Old Business**

- A. Approval of Rondy’s Lease Renewal – *Miranda*.....Page 30
- B. Approval of MARAD’s PIDP Contract – *Miranda*.....Page 32
- C. Approval of Chelsea Rose Lease Renewal – *Bretz*.....Page 33
- D. Approval of DirectTV Contract – *Bretz*.....Page 47
- E. Approval of Change Order to Rogue Seawall Contract – *Bretz*.....Page 51
- F. Approval of USDA Application for RORO Dock at NIT - *Miranda* .....Page 56

**VI. New Business**

- A. Public Hearing for Ordinance No. 2024-01 Regarding Changes to Bylaws Adding Deputy Director– *Miranda*.....Page 57

**VII. Staff Reports**

- A. Executive Director’s Report – *Miranda*.....Page 60
  - 1. Director of Finance and Business Services - *Brown*.....Page 63
  - 2. Director of Operations – *Bretz*.....Page 68

**VIII. Commissioner Reports**

**IX. Calendar/Future Considerations 2024**

- PNWA Conference.....June 4-6, 2024
- Juneteenth – Port Offices Closed.....June 19, 2024
- Next Commission Meeting.....June 25, 2024

**X. Public Comment**

**XI. Adjournment**

April 23, 2024  
6:00 P.M.  
Newport, OR

**PORT OF NEWPORT COMMISSION MINUTES**

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

The Port of Newport Commission met on the above date and time at the Administration Building, 600 SE Bay Blvd., and virtually via Microsoft Teams. In attendance were Commissioners Sylvia, Retherford, Ruddiman, and Chuck. Commissioner Lackey was excused. Also in attendance were Executive Director Paula Miranda, Director of Business and Finance Services Mark Brown, Operations Director Aaron Bretz, PR Representative Angela Nebel, and Administrative Assistant Gloria Tucker. Visitors included Linda Shubert, Steve Hickman, and Doug Cooper.

**BUDGET HEARING**

**Adoption of Fiscal Year 2024-2025 Budget.** Sylvia opened the budget hearing for public comment at 6 p.m. Brown reported this is the same budget the Budget Committee approved. He stated there have been no changes since the Budget Committee met and approved this. He recommended adoption.

MOTION was made by Chuck, seconded by Ruddiman, to adopt the budget for Fiscal Year 2025 as stated in Resolution No. 2024-06. The motion carried unanimously in a voice vote.

After no public comment, Sylvia closed the budget hearing for public comment at 6:02 p.m.

**PUBLIC COMMENT**

Miranda noted Doug Cooper submitted a written public comment at the end of the work session on April 11, 2024. Cooper, Vice President of Resources for Hampton Lumber, stated he has attended Commission meetings in the past. He noted Hampton currently operates three sawmills in NW Oregon and an economical, available supply of timber is critical to operate sawmills and support the rural communities in which they operate. He indicated he spoke a year ago when the Commission was deliberating about their budget for the grant from MARAD and looking forward to developing cargo handling. He added he urged caution at that time given the history of pursuing log exports a number of years ago.

Cooper stated he appreciated Miranda commenting about the warning from Merkley and Wyden that money from that grant would not be used to export logs [overseas]. He noted he did not find that in the minutes. He indicated he also stated that Hampton has always been opposed to federal or state tax money going to support infrastructure for the export of logs because in Hampton's opinion it is not the best economic solution for the country, state, and local communities that depend on log supply. He added he listed to the work session. He explained he was concerned about some of the conversation that occurred by the Commission.

Cooper read from the minutes from the April meeting. He stated there have been four mills shut down in western Oregon since the beginning of the year, and every one of those mills cited the lack of available log supply as a primary reason for shutting down. He noted there is no question if there is x milling demand and x supply and that demand stays constant and the supply

drops, someone will have to shut down. He indicated if there are logs shipped out of the region, milling demand in that region is going to suffer. He added in the last number of years, there have been some sever reductions occurring in regulatory practices in Oregon that are reducing supply of logs as well as natural disasters.

Cooper stated there has recently been a Private Forest Accord that is impacting private lands and reducing available supply because it is providing greater restrictions on private land operability. He noted the Oregon Department of Forestry managed lands are implementing a Habitat Conservation Plan that's reducing supplies off of those lands. He indicated the federal forest lands are under pressure from the NW Forest Plan revision that is going to increase restrictions on activity on those lands as well. He added it is critical that the supply of logs are available for the milling demand and infrastructure.

Miranda explained public comments can be addressed at a later meeting. Sylvia requested the topic be brought to a future meeting.

### **CONSENT CALENDAR**

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

### **OLD BUSINESS**

**Approval of Goals and Objectives and Update to Capital Improvement List.** Sylvia introduced the agenda item. Miranda reported the Commission met in a work session on April 11, 2024. She stated the main focus was on capital improvements. She noted Commission has discussed before working on updating the Strategic Plan next fall. She explained the Strategic Plan approved five years ago has been updated every year to make sure staff address its [recommendations]. She indicated some things the Port has not been able to address because of the infrastructure of the Port. She stated in the Capital Improvement Plan, the Port has been able to complete a lot of projects. She added Brown included one additional item after the work session, replacement of the TV system at the RV Park. She explained the current system is outdated and damaged from all the utility work done at the Annex. Sylvia and Retherford thanked staff for their hard work on the projects and financials.

MOTION was made by Retherford, seconded by Chuck, to accept the latest updates to the Strategic Plan, including the Capital Improvement Plan, as discussed during the work session and reflected on the attached documents. The motion carried unanimously in a voice vote.

**Approval of Update to Health and Safety Policy.** Sylvia introduced the agenda item. Bretz reported he included a copy of the resolution that created the Health and Safety Policy for the Port. He explained there is some language about maintaining it in accordance with past administrative practices. He stated in the past, staff would bring forward minor changes to the Commission. He noted staff want to make some changes that reflect OSHA regulations that reflect the makeup of the Safety Committee. He indicated his recommendation for the Commission is to clarify those types of changes are authorized for the staff to make to the existing plan.

Sylvia asked if the Safety and Health Policy is administrative. He confirmed with staff the policy was originally passed by the Commission. He clarified with staff that the staff want approval to make amendments and changes. He asked should the Commission ever take a look at the policy

or approve changes. Bretz replied the policy is reviewed internally every year. He stated at that point in time, if staff see something to bring to Commission, they could. He explained this is a standalone policy that delves into operational weeds. Miranda explained this gets too much into the details for Commission. She recommended the Commission leave this to Operations and Administration. Retherford expressed support for Administration to handle the policy. Sylvia confirmed with staff there is not high risk or liability for the Commission to not review this policy.

MOTION was made by Retherford, seconded by Ruddiman, to authorize staff to perpetually make updates and edits to the Port Health and Safety Policy. The motion carried unanimously in a voice vote.

**Port Dock 7 Grant Applications.** Sylvia introduced the agenda item. Miranda reported in the Fiscal Policy, the Commission approves grant applications over \$25,000. She explained there is a deadline for the PIDP grant with MARAD for reconstruction of Port Dock 7 on May 10. She stated the only thing she is still going back and forth on is, unlike RAISE, the Port can apply for 100 percent grant, rather than have a match. She noted PIDP wants to see some skin in the game, and more points are awarded to applications that have a match of at least 20 percent. She suggested the Port include a match that would be paid through Connect Oregon's grant. Sylvia clarified with staff how the points work. Retherford expressed support for applying for 80 percent of the project cost.

Chuck clarified with staff there will not be a Port [general fund] match for Connect Oregon's grant. Sylvia noted the recommendation is for any future grants. Miranda replied she is concerned there will be more grants with a quick deadline, and she doesn't want to miss the opportunity to apply. She explained any future grants would be similar to ones already approved like RAISE and Connect Oregon. Sylvia stated \$25,000 seems like a very low amount. He suggested increasing that amount. Miranda replied staff are in the middle of updating the Fiscal Manual, and that change could be made. She added there will still be times grants need to be brought forward because some grants require matching from the general fund.

Ruddiman asked if staff are comfortable with the number for the project, [\$34.5 million]. He noted it seems like there is never enough. Bretz replied this is the best number staff have. Miranda explained the Port asks for grants a year or two before staff are ready to move forward and that has put the Port in a situation where the money was not enough. She stated this one is a little overestimating unless there are environmental issues, or the project gets pushed too far into the future. She added right now, the estimate is reasonable. Bretz stated by the end of the year, he will have more planning completed, and he'll be more comfortable with the number. The Commission reached consensus they support of 80 percent grant with 20 percent match.

MOTION was made by Chuck, seconded by Ruddiman, to authorize the Executive Director or designee to apply for the PIDP grant with 20 percent match and 80 percent grant, and any future grants related to the Port Dock 7 reconstruction. The motion carried unanimously in a voice vote.

## **STAFF REPORTS**

**Executive Director's Report.** Miranda presented the report included in the packet. Bretz mentioned the Rogue Seawall repair will go through June. Sylvia confirmed with staff the M5 corridor discussion has been influenced by climate change. He also confirmed with staff that zero-based budgeting is a process staff would like to use every three years. Miranda noted US Fish and

Wildlife is looking into reintroducing sea otters onto the coast, but they don't have a location or specifics. She stated they are in the beginning stages. Sylvia noted there is a state effort to reintroduce sea otters too. Chuck replied the state effort is led by the Elakha Alliance. Retherford expressed support for having a work session to discuss the Port's position on reintroduction of sea otters.

**Director of Finance and Business Services Report.** Brown clarified in his report, in the receivables portion, staff are including those who are 90-120 days past due without a payment plan. He stated since they haven't agreed to pay the Port, for people who are 90 days past due, the Port will not provide services. He explained at 120 days, staff will discuss seizure. Miranda emphasized the Port wants to work with people and develop a payment plan, but people will go months without paying and not contacting the Port. Sylvia asked if staff have any sense numbers-wise how many vessels are not cooperative. Brown replied 7-10 vessels. Sylvia clarified with staff there may be one vessel that will not pay. Sylvia confirmed Brown will present the cash flow analysis in the future.

**Operations Director's Report.** Bretz reported he received the preliminary concept for the RV Park Annex replacement. He added he hopes to present on that next month.

### **COMMISSIONER REPORTS**

Retherford announced the Blessing of the Fleet will be May 5 at 11 a.m.

### **PUBLIC COMMENT**

Miranda read a written public comment submitted by Herbet Kateley regarding parking fees in South Beach. She noted she has responded to his comments.

Cooper stated because of the long distance that logs travel in Oregon, high demand from Oregon and Washington, there are overlapping supply areas. He noted overlapping supply areas mean a reduction in supply in one area impacts other areas. He indicated Hampton Lumber does buy logs and forest land in Lincoln County to supply its mills. He added they own about 20,000 acres in Lincoln County. He stated since he is retiring, he will forward on contact details of his replacement to the Port.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 7:40 p.m.



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	999,551.92
Cash on hand - Cash Drawers	825.00
Accounts Receivable	822,622.00
Property Tax Receivable	5,472.09
Grants Receivable	0.00
Allowance for Bad Debt	(50,000.00)
Interfund Activity Receivable	664,736.99
Prepaid Expenses	258,559.51
<b>Total Current Assets</b>	<b>2,472,450.53</b>
<b>TOTAL FIXED ASSETS</b>	<b>49,486,305.42</b>
<b>Deferred Outflows of Resources</b>	
Advanced Refunding (DOR)	0.00
PERS NPA(L)	(1,069,107.00)
PERS Deferred Outflow	1,139,912.00
<b>Total Deferred Outflow Resrcs</b>	<b>70,805.00</b>
<b>TOTAL ASSETS</b>	<b>52,029,560.95</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	1,342,837.30
Credit Cards Payable	(31,497.71)
Accrued Lodging Taxes	27,606.27
Accrued Property Tax	(10,362.11)
Unclaimed Property	77,153.93
Interfund Activity Payable	106,907.38
Compensated Absences	88,501.14
Retirement Payable	2,107.91
Benefit Payable	856.04
Accrued Interest	11,368.00
Deposits - SB	210,038.49
Deposits - CM and NIT	48,764.16
Deferred Revenue	219,404.57
Current Portion - Notes Payable	454,043.00
Current Portion - Bonds Payable	235,000.00
<b>Total Current Liabilities</b>	<b>2,782,728.37</b>
<b>Non-current Liabilities</b>	
Long-term Debt	6,291,682.29
Less Current Portion - Long-term Debt	(689,043.00)
Bond Premiums	70,913.00
<b>Total Non-current Liabilities</b>	<b>5,673,552.29</b>
Deferred Inflows of Resources	1,012,495.00



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**

Description	Balance
<b>Total Liabilities</b>	<b>9,468,775.66</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,140,000.00
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	34,948,309.65
Contributed Capital	7,130,788.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>43,886,097.65</b>
Retained Earnings	(2,576,405.05)
<b>Net Assets</b>	<b>42,560,785.29</b>
<b>Total Liabilities and Equity</b>	<b>52,029,560.95</b>





# Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

## General Operating Fund

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	636,447	663,102	(26,655)
Moorage	1,813,926	1,671,297	142,629
Services	238,386	513,983	(275,598)
Cargo	18,344	2,300	16,044
RV Park Space Rentals	1,038,758	1,183,900	(145,142)
Fees	491,066	612,667	(121,601)
Property Tax Revenue	127,905	0	127,905
Discounts and Refunds	(18,538)	0	(18,538)
Miscellaneous Operating Revenue	111,218	37,084	74,134
<b>Total Operating Revenue</b>	<b>4,457,511</b>	<b>4,684,333</b>	<b>(226,821)</b>
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	2,254,689	2,448,366	(193,677)
Materials, Services	2,392,162	3,973,294	(1,581,131)
<b>Total Operating Expenses</b>	<b>4,646,851</b>	<b>6,421,660</b>	<b>(1,774,809)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(189,340)</b>	<b>(1,737,327)</b>	<b>1,547,987</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	32,245	220,000	(187,755)
Loans	587,345	0	587,345
Interest	54,341	5,417	48,925
Gain/Loss on Sale of Assets	107,450	0	107,450
Transfers In from Other Funds	146,371	975,761	(829,390)
<b>Total Non-operating Revenues</b>	<b>927,752</b>	<b>1,201,178</b>	<b>(273,426)</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	796,570	804,961	(8,391)
Capital Outlays	2,506,098	1,414,175	1,091,924
Transfers Out to Other Funds	9,082	950,000	(940,918)
<b>Total Non-Operating Expenses</b>	<b>3,311,750</b>	<b>3,169,135</b>	<b>142,615</b>
<b>Non-Operating Income (Loss)</b>	<b>(2,383,998)</b>	<b>(1,967,958)</b>	<b>(416,040)</b>
<b>Net Income (Loss)</b>	<b>(2,573,338)</b>	<b>(3,705,285)</b>	<b>1,131,947</b>
GAAP Adj - Capital Expenditures	2,330,298	0	2,330,298
GAAP Adj - Depreciation Expense	(1,673,682)	0	(1,673,682)
GAAP Adj - Debt Service Principal	594,476	0	594,476
<b>Total GAAP Adjustments</b>	<b>(1,251,093)</b>	<b>0</b>	<b>(1,251,093)</b>
<b>Net Income (Loss)</b>	<b>(3,824,431)</b>	<b>(3,705,285)</b>	<b>(119,146)</b>



Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**

**Department: Unallocated**

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	0	0	0
Materials, Services	0	0	0
<b>Total Operating Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING INCOME (LOSS)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0	0	0
Transfers In from Other Funds	146,371	146,371	0
<b>Total Non-operating Revenues</b>	<b>146,371</b>	<b>146,371</b>	<b>0</b>
<b>NON-OPERATING EXPENSES</b>			
Debt Service	796,570	804,961	(8,391)
Transfers Out to Other Funds	3,106	950,000	(946,894)
<b>Total Non-Operating Expenses</b>	<b>799,676</b>	<b>1,754,961</b>	<b>(955,285)</b>
<b>Non-Operating Income (Loss)</b>	<b>(653,305)</b>	<b>(1,608,590)</b>	<b>955,285</b>
<b>Net Income (Loss)</b>	<b>(653,305)</b>	<b>(1,608,590)</b>	<b>955,285</b>
GAAP Adj - Debt Service Principal	594,476	0	594,476
<b>Total GAAP Adjustments</b>	<b>(594,476)</b>	<b>0</b>	<b>(594,476)</b>
<b>Net Income (Loss)</b>	<b>(1,247,782)</b>	<b>(1,608,590)</b>	<b>360,808</b>



Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund  
Department: Administration**

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
Fees	931	0	931
Property Tax Revenue	127,905	0	127,905
Discounts and Refunds	3,053	0	3,053
Miscellaneous Operating Revenue	6,882	0	6,882
<b>Total Operating Revenue</b>	<b>138,770</b>	<b>0</b>	<b>138,770</b>
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	821,569	940,557	(118,988)
Materials, Services	679,736	797,644	(117,908)
<b>Total Operating Expenses</b>	<b>1,501,304</b>	<b>1,738,201</b>	<b>(236,896)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(1,362,534)</b>	<b>(1,738,201)</b>	<b>375,666</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0	0	0
Interest	45,920	5,417	40,503
Gain/Loss on Sale of Assets	107,450	0	107,450
<b>Total Non-operating Revenues</b>	<b>153,370</b>	<b>5,417</b>	<b>147,953</b>
<b>NON-OPERATING EXPENSES</b>			
Capital Outlays	17,743	0	17,743
<b>Total Non-Operating Expenses</b>	<b>17,743</b>	<b>0</b>	<b>17,743</b>
<b>Non-Operating Income (Loss)</b>	<b>135,626</b>	<b>5,417</b>	<b>130,210</b>
<b>Net Income (Loss)</b>	<b>(1,226,908)</b>	<b>(1,732,784)</b>	<b>505,876</b>
<b>GAAP Adjustments</b>			
GAAP Adj - Capital Expenditures	615,207	0	615,207
GAAP Adj - Depreciation Expense	(73,347)	0	(73,347)
<b>Total GAAP Adjustments</b>	<b>(541,860)</b>	<b>0</b>	<b>(541,860)</b>
<b>Net Income (Loss)</b>	<b>(1,768,768)</b>	<b>(1,732,784)</b>	<b>(35,984)</b>



Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**  
**Department: Commercial Marina**

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	173,757	122,250	51,507
Moorage	667,637	545,833	121,803
Services	171,231	350,000	(178,769)
Fees	215,444	129,167	86,277
Discounts and Refunds	(9,413)	0	(9,413)
Miscellaneous Operating Revenue	18,708	10,000	8,708
<b>Total Operating Revenue</b>	<b>1,237,363</b>	<b>1,157,250</b>	<b>80,113</b>
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	481,654	525,461	(43,807)
Materials, Services	492,342	464,500	27,842
<b>Total Operating Expenses</b>	<b>973,996</b>	<b>989,961</b>	<b>(15,965)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>263,367</b>	<b>167,289</b>	<b>96,078</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	32,245	0	32,245
<b>Total Non-operating Revenues</b>	<b>32,245</b>	<b>0</b>	<b>32,245</b>
<b>NON-OPERATING EXPENSES</b>			
Capital Outlays	329,615	123,091	206,524
<b>Total Non-Operating Expenses</b>	<b>329,615</b>	<b>123,091</b>	<b>206,524</b>
<b>Non-Operating Income (Loss)</b>	<b>(297,370)</b>	<b>(123,091)</b>	<b>(174,279)</b>
<b>Net Income (Loss)</b>	<b>(34,003)</b>	<b>44,198</b>	<b>(78,201)</b>
GAAP Adj - Capital Expenditures	153,815	0	153,815
GAAP Adj - Depreciation Expense	(1,121,879)	0	(1,121,879)
<b>Total GAAP Adjustments</b>	<b>968,065</b>	<b>0</b>	<b>968,065</b>
<b>Net Income (Loss)</b>	<b>934,062</b>	<b>44,198</b>	<b>889,864</b>



Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**

**Department: International Terminal**

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	120,278	145,018	(24,741)
Moorage	131,845	183,333	(51,488)
Services	67,155	163,333	(96,178)
Cargo	18,028	2,300	15,728
Fees	77,128	237,500	(160,372)
Discounts and Refunds	1,958	0	1,958
Miscellaneous Operating Revenue	89,017	1,667	87,350
<b>Total Operating Revenue</b>	<b>505,408</b>	<b>733,152</b>	<b>(227,744)</b>
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	187,909	242,513	(54,604)
Materials, Services	242,050	1,427,100	(1,185,050)
<b>Total Operating Expenses</b>	<b>429,959</b>	<b>1,669,613</b>	<b>(1,239,654)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>75,449</b>	<b>(936,461)</b>	<b>1,011,910</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0	160,000	(160,000)
Loans	587,345	560,000	27,345
<b>Total Non-operating Revenues</b>	<b>587,345</b>	<b>720,000</b>	<b>(132,655)</b>
<b>NON-OPERATING EXPENSES</b>			
Capital Outlays	589,698	1,171,598	(581,900)
<b>Total Non-Operating Expenses</b>	<b>589,698</b>	<b>1,171,598</b>	<b>(581,900)</b>
<b>Non-Operating Income (Loss)</b>	<b>(2,353)</b>	<b>(451,598)</b>	<b>449,245</b>
<b>Net Income (Loss)</b>	<b>73,097</b>	<b>(1,388,058)</b>	<b>1,461,155</b>
GAAP Adj - Capital Expenditures	(1,741)	0	(1,741)
GAAP Adj - Depreciation Expense	(51,784)	0	(51,784)
<b>Total GAAP Adjustments</b>	<b>53,524</b>	<b>0</b>	<b>53,524</b>
<b>Net Income (Loss)</b>	<b>126,621</b>	<b>(1,388,058)</b>	<b>1,514,679</b>



Income Statement - Budget vs. Actual

Period: 07/01/23..04/30/24

Port of Newport

**General Operating Fund**  
**Department: South Beach Marina and RV Parks**

Description	Current	Budget	Variance
<b>OPERATING REVENUE</b>			
Lease Revenue	342,412	395,833	(53,421)
Moorage	1,013,119	942,130	70,989
Services	0	650	(650)
Cargo	317	0	317
RV Park Space Rentals	1,038,758	1,183,900	(145,142)
Fees	194,991	246,000	(51,009)
Discounts and Refunds	(14,915)	0	(14,915)
Miscellaneous Operating Revenue	(3,389)	25,418	(28,806)
<b>Total Operating Revenue</b>	<b>2,571,293</b>	<b>2,793,931</b>	<b>(222,638)</b>
<b>OPERATING EXPENSES</b>			
Salaries, OT, & Benefits	623,665	739,836	(116,171)
Materials, Services	973,707	1,284,050	(310,343)
<b>Total Operating Expenses</b>	<b>1,597,372</b>	<b>2,023,886</b>	<b>(426,514)</b>
<b>OPERATING INCOME (LOSS)</b>	<b>973,921</b>	<b>770,045</b>	<b>203,876</b>
<b>NON-OPERATING REVENUES</b>			
Grant Revenue	0	60,000	(60,000)
Interest	8,422	0	8,422
<b>Total Non-operating Revenues</b>	<b>8,422</b>	<b>60,000</b>	<b>(51,578)</b>
<b>NON-OPERATING EXPENSES</b>			
Capital Outlays	1,569,043	215,542	1,353,500
Transfers Out to Other Funds	5,976	0	5,976
<b>Total Non-Operating Expenses</b>	<b>1,575,019</b>	<b>215,542</b>	<b>1,359,476</b>
<b>Non-Operating Income (Loss)</b>	<b>(1,566,597)</b>	<b>(155,542)</b>	<b>(1,411,055)</b>
<b>Net Income (Loss)</b>	<b>(592,676)</b>	<b>614,503</b>	<b>(1,207,178)</b>
GAAP Adj - Capital Expenditures	1,563,017	0	1,563,017
GAAP Adj - Depreciation Expense	(426,673)	0	(426,673)
<b>Total GAAP Adjustments</b>	<b>(1,136,345)</b>	<b>0</b>	<b>(1,136,345)</b>
<b>Net Income (Loss)</b>	<b>(1,729,021)</b>	<b>614,503</b>	<b>(2,343,523)</b>



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**NOAA Lease Revenue Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	3,423,629.64
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	106,097.01
Prepaid Expenses	157,553.01
<b>Total Current Assets</b>	<b>3,687,279.66</b>
<b>TOTAL FIXED ASSETS</b>	<b>18,771,158.45</b>
<b>Deferred Outflows of Resources</b>	
Advanced Refunding (DOR)	390,615.04
PERS NPA(L)	(56,269.00)
PERS Deferred Outflow	59,995.00
<b>Total Deferred Outflow Resrcs</b>	<b>394,341.04</b>
<b>TOTAL ASSETS</b>	<b>22,852,779.15</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Accounts Payable	35,183.27
Interfund Activity Payable	633,270.80
Compensated Absences	9,880.27
Accrued Interest	164,613.00
Current Portion - Bonds Payable	1,380,000.00
<b>Total Current Liabilities</b>	<b>2,222,947.34</b>
<b>Non-current Liabilities</b>	
Long-term Debt	12,515,000.00
Less Current Portion - Long-term Debt	(1,380,000.00)
<b>Total Non-current Liabilities</b>	<b>11,135,000.00</b>
Deferred Inflows of Resources	53,290.00
<b>Total Liabilities</b>	<b>13,411,237.34</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	1,761,721.00
Committed Fund Balance	432,000.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	7,888,457.60
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>10,082,178.60</b>
Retained Earnings	(783,596.28)
<b>Net Assets</b>	<b>9,441,541.81</b>
<b>Total Liabilities and Equity</b>	<b>22,852,779.15</b>



Income Statement

Period: 07/01/23..04/30/24

Port of Newport

**NOAA Lease Revenue Fund**

Description	Current	Budget	Variance
<b>OPERATING REVENUES</b>			
Lease Revenue	2,189,318	2,147,700	41,618
<b>Operating Revenue, Total</b>	<b>2,189,318</b>	<b>2,147,700</b>	<b>41,618</b>
<b>OPERATING EXPENSES</b>			
<b>Personnel Services</b>			
Salaries and Wages	0	0	0
Salaries and Wages	50,870	120,385	(69,515)
Payroll Taxes	4,797	19,807	(15,009)
Retirement	9,292	24,898	(15,606)
Health, Dental and Life Insurance	29,136	25,017	4,119
<b>Salaries and Wages, Total</b>	<b>50,870</b>	<b>120,385</b>	<b>(69,515)</b>
<b>Total Payroll Taxes and Benefits</b>	<b>43,225</b>	<b>69,721</b>	<b>(26,496)</b>
<b>Total Personnel Services</b>	<b>144,965</b>	<b>310,491</b>	<b>(165,526)</b>
Insurance	183,340	195,833	(12,493)
Professional Fees	20,566	100,000	(79,434)
Dues And Subscriptions	1,571	3,750	(2,179)
Training and Education	3,342	2,083	1,259
Travel	338	1,250	(912)
Office Expense	151	5,000	(4,849)
Shipping and Freight	91	0	91
Fees	500	0	500
Licenses and Permits	406	521	(115)
Contract and Support Services	83,128	46,667	36,461
Utilities Electrical	12,403	11,250	1,153
Trash/Garbage	1,482	0	1,482
Fuel	157	0	157
Repairs and Maintenance	41,541	4,167	37,374
Equipment	3,009	2,500	509
Operating Supplies	8,066	7,500	566
State Land Fees	9,519	10,417	(898)
Maintenance Dredging	803,661	1,125,000	(321,339)
Miscellaneous Expense	5,176	0	5,176
<b>Total Materials and Services</b>	<b>1,178,448</b>	<b>1,515,938</b>	<b>(337,489)</b>
<b>Total Operating Expenses</b>	<b>1,323,413</b>	<b>1,826,428</b>	<b>(503,016)</b>
<b>OPERATING INCOME</b>	<b>865,905</b>	<b>321,272</b>	<b>544,633</b>
<b>NON OPERATING</b>			
<b>Non-operating Revenues</b>			
Federal Grant Revenue	0	0	0
<b>Total Federal Grants</b>	<b>0</b>	<b>0</b>	<b>0</b>



Period: 07/01/23..04/30/24

Port of Newport

**NOAA Lease Revenue Fund**

Description	Current	Budget	Variance
Interest	63,602	5,417	58,186
<b>Total Non-operating Revenues</b>	<b>63,602</b>	<b>5,417</b>	<b>58,186</b>
<b>Non-operating Expenses</b>			
Debt Service - Principal	1,380,000	1,415,100	(35,100)
Debt Service - Interest	378,213	163,000	215,213
<b>Total Debt Service</b>	<b>1,758,213</b>	<b>1,578,100</b>	<b>180,113</b>
<b>Capital Outlay</b>			
Capital Outlay - Buildings	0	20,000	(20,000)
Capital Outlay - Docks and Piers	5,760	10,000	(4,240)
Capital Outlay - Vehicles and Equipment	0	10,000	(10,000)
<b>Total Capital Outlay</b>	<b>5,760</b>	<b>40,000</b>	<b>(34,240)</b>
Transfers Out to Other Funds	0	1,050,000	(1,050,000)
<b>Non-operating Expenses, Total</b>	<b>1,763,973</b>	<b>2,668,100</b>	<b>(904,127)</b>
<b>NON-OPERATING REVENUE</b>	<b>(1,700,371)</b>	<b>(2,662,683)</b>	<b>962,312</b>
<b>NET INCOME</b>	<b>(834,466)</b>	<b>(2,341,412)</b>	<b>1,506,946</b>



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**Reserve Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	2,349,527.16
Property Tax Receivable	0.00
Grants Receivable	0.00
<b>Total Current Assets</b>	<b>2,349,527.16</b>
<b>Deferred Outflows of Resources</b>	
Advanced Refunding (DOR)	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Total Deferred Outflow Resrcs</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>2,349,527.16</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	2,278,074.94
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	0.00
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>2,278,074.94</b>
Retained Earnings	71,452.22
<b>Net Assets</b>	<b>2,349,527.16</b>
<b>Total Liabilities and Equity</b>	<b>2,349,527.16</b>



Income Statement

Period: 07/01/23..04/30/24

Port of Newport

**Reserve Fund**

Description	Current	Budget	Variance
<b>OPERATING REVENUES</b>			
<b>OPERATING EXPENSES</b>			
<b>Personnel Services</b>			
Salaries and Wages	0	0	0
Trash/Garbage	0	0	0
<b>Total Materials and Services</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Operating Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING INCOME</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NON OPERATING</b>			
<b>Non-operating Revenues</b>			
<b>Federal Grant Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Federal Grants</b>	<b>0</b>	<b>0</b>	<b>0</b>
Interest	71,452	1,500	69,952
Transfers In from Other Funds	0	186,744	(186,744)
<b>Total Non-operating Revenues</b>	<b>71,452</b>	<b>188,244</b>	<b>(116,792)</b>
<b>Non-operating Expenses</b>			
<b>Capital Outlay</b>			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Non-operating Expenses, Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NON-OPERATING REVENUE</b>	<b>71,452</b>	<b>188,244</b>	<b>(116,792)</b>
<b>NET INCOME</b>	<b>71,452</b>	<b>188,244</b>	<b>(116,792)</b>



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**Bonded Debt Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	318,814.19
Property Tax Receivable	31,469.43
Grants Receivable	0.00
<b>Total Current Assets</b>	<b>350,283.62</b>
<b>TOTAL FIXED ASSETS</b>	<b>139,746.00</b>
<b>Deferred Outflows of Resources</b>	
Advanced Refunding (DOR)	553,083.64
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Total Deferred Outflow Resrcs</b>	<b>553,083.64</b>
<b>TOTAL ASSETS</b>	<b>1,043,113.26</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Current Portion - Bonds Payable	435,000.00
<b>Total Current Liabilities</b>	<b>435,000.00</b>
<b>Non-current Liabilities</b>	
Long-term Debt	10,380,000.25
Less Current Portion - Long-term Debt	(435,000.00)
Bond Premiums	572,487.00
<b>Total Non-current Liabilities</b>	<b>10,517,487.25</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>10,952,487.25</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	(10,523,328.61)
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	0.00
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>(10,523,328.61)</b>
Retained Earnings	178,954.62
<b>Net Assets</b>	<b>(9,909,373.99)</b>
<b>Total Liabilities and Equity</b>	<b>1,043,113.26</b>



Income Statement

Period: 07/01/23..04/30/24

Port of Newport

**Bonded Debt Fund**

Description	Current	Budget	Variance
<b>OPERATING REVENUES</b>			
Property Tax Revenue	802,547	0	802,547
<b>Operating Revenue, Total</b>	<b>802,547</b>	<b>0</b>	<b>802,547</b>
<b>OPERATING EXPENSES</b>			
<b>Personnel Services</b>			
Salaries and Wages	0	0	0
Trash/Garbage	0	0	0
<b>Total Materials and Services</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Operating Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING INCOME</b>	<b>802,547</b>	<b>0</b>	<b>802,547</b>
<b>NON OPERATING</b>			
<b>Non-operating Revenues</b>			
<b>Federal Grant Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Federal Grants</b>	<b>0</b>	<b>0</b>	<b>0</b>
Interest	7,209	0	7,209
<b>Total Non-operating Revenues</b>	<b>7,209</b>	<b>0</b>	<b>7,209</b>
<b>Non-operating Expenses</b>			
Debt Service - Principal	435,000	420,000	15,000
Debt Service - Interest	195,802	399,030	(203,228)
<b>Total Debt Service</b>	<b>630,802</b>	<b>819,030</b>	<b>(188,228)</b>
<b>Capital Outlay</b>			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Non-operating Expenses, Total</b>	<b>630,802</b>	<b>819,030</b>	<b>(188,228)</b>
<b>NON-OPERATING REVENUE</b>	<b>(623,593)</b>	<b>(819,030)</b>	<b>195,437</b>
<b>NET INCOME</b>	<b>178,955</b>	<b>(819,030)</b>	<b>997,985</b>



BALANCE SHEET

Period: 07/01/23..04/30/24

Port of Newport

**Facilities Maintenance Reserve Fund**

Description	Balance
<b>Assets</b>	
<b>Current Assets</b>	
Cash Deposits	461,538.87
Property Tax Receivable	0.00
Grants Receivable	0.00
<b>Total Current Assets</b>	<b>461,538.87</b>
<b>Deferred Outflows of Resources</b>	
Advanced Refunding (DOR)	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
<b>Total Deferred Outflow Resrcs</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>461,538.87</b>
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
<b>Total Current Liabilities</b>	<b>0.00</b>
<b>Non-current Liabilities</b>	
<b>Total Non-current Liabilities</b>	<b>0.00</b>
Deferred Inflows of Resources	0.00
<b>Total Liabilities</b>	<b>0.00</b>
<b>Equity (Fund Balance)</b>	
Restricted Fund Balance	0.00
Committed Fund Balance	0.00
Assigned Fund Balance	0.00
Unrestricted Fund Balance	79,272.43
Contributed Capital	0.00
Prior Period Adjustment	0.00
<b>Total Equity (Fund Balance)</b>	<b>569,549.06</b>
Retained Earnings	(108,010.19)
<b>Net Assets</b>	<b>461,538.87</b>
<b>Total Liabilities and Equity</b>	<b>461,538.87</b>



Income Statement

Period: 07/01/23..04/30/24

Port of Newport

**Facilities Maintenance Reserve Fund**

Description	Current	Budget	Variance
<b>OPERATING REVENUES</b>			
<b>OPERATING EXPENSES</b>			
<b>Personnel Services</b>			
Salaries and Wages	0	0	0
Trash/Garbage	0	0	0
<b>Total Materials and Services</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Operating Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OPERATING INCOME</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NON OPERATING</b>			
<b>Non-operating Revenues</b>			
<b>Federal Grant Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Federal Grants</b>	<b>0</b>	<b>0</b>	<b>0</b>
Interest	16,063	0	16,063
Transfers In from Other Funds	9,082	1,500,000	(1,490,918)
<b>Total Non-operating Revenues</b>	<b>25,145</b>	<b>1,500,000</b>	<b>(1,474,855)</b>
<b>Non-operating Expenses</b>			
<b>Capital Outlay</b>			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>
Transfers Out to Other Funds	133,155	400,000	(266,845)
<b>Non-operating Expenses, Total</b>	<b>133,155</b>	<b>400,000</b>	<b>(266,845)</b>
<b>NON-OPERATING REVENUE</b>	<b>(108,010)</b>	<b>1,100,000</b>	<b>(1,208,010)</b>
<b>NET INCOME</b>	<b>(108,010)</b>	<b>1,100,000</b>	<b>(1,208,010)</b>

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/1/2024	First Interstate Bank Loan**AUTOPOST**	PPI04197	Debt Service - Principal	General Fund	Unallocated	\$4,917.34
4/1/2024	First Interstate Bank Loan**AUTOPOST**	PPI04197	Debt Service - Interest	General Fund	Unallocated	\$187.97
4/3/2024	Asure - ***AUTOPOST***	PPI04309	Payroll Taxes	General Fund	Administration	\$23.89
4/4/2024	Asure - ***AUTOPOST***	PPI04310	Payroll Taxes	General Fund	Multiple	\$25,865.04
4/5/2024	Washington State Support Registry	PPI04063	Garnishment Withholdings Payable	General Fund	International Terminal	\$408.50
4/5/2024	Central Lincoln PUD**AUTOPOST**	PPI04114	Utilities Electrical	General Fund	South Beach	\$804.59
4/5/2024	VOYA-Autopay	PPI04308	Benefits Payable	General Fund	Multiple	\$1,130.00
4/6/2024	DE LAGE LANDEN **AUTOPOST**	PPI04161	Copier Lease- Admin	General Fund	Administration	\$327.88
4/6/2024	DE LAGE LANDEN **AUTOPOST**	PPI04161	Copier Lease- South Beach	General Fund	South Beach	\$327.87
4/8/2024	Amazon Capital Services Inc	13090	IT Hardware and Software	General Fund	Administration	\$159.98
4/8/2024	Amazon Capital Services Inc	13090	Office Expense	General Fund	Administration	\$7.98
4/8/2024	Amazon Capital Services Inc	13090	Repairs and Maintenance	NOAA Lease Fund		\$64.59
4/8/2024	Amazon Capital Services Inc	13090	Shipping and Freight	NOAA Lease Fund		\$11.18
4/8/2024	NW Natural	13091	Natural Gas	General Fund	South Beach	\$310.54
4/8/2024	NW Natural	13091	Natural Gas	General Fund	South Beach	\$196.97
4/8/2024	Orkin	13092	Contract and Support Services	General Fund	Administration	\$73.99
4/8/2024	Pioneer Connect	13093	Utilities Electrical	General Fund	Administration	\$176.28
4/8/2024	Pioneer Connect	13093	Utilities Electrical	General Fund	South Beach	\$227.72
4/8/2024	Platt Electric Supply Inc	13094	Repairs and Maintenance	General Fund	International Terminal	\$52.16
4/8/2024	Platt Electric Supply Inc	13094	Repairs and Maintenance	General Fund	International Terminal	\$23.44
4/8/2024	Rondys Inc dba Yaquina Industrial Park	13095	Lease Expense	General Fund	International Terminal	\$2,000.00
4/8/2024	Spiro Landscapes Inc	13096	Contract and Support Services	NOAA Lease Fund		\$495.00
4/8/2024	Spiro Landscapes Inc	13096	Contract and Support Services	General Fund	South Beach	\$1,050.00
4/8/2024	Suburban Propane	13097	Propane	General Fund	South Beach	\$355.61
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Commercial Marina	\$260.70
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	International Terminal	\$260.70
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Administration	\$260.70
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	South Beach	\$2,942.12
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Commercial Marina	\$138.34
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	International Terminal	\$138.34
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Administration	\$138.34
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	South Beach	\$1,561.33
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Commercial Marina	\$520.69
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	International Terminal	\$520.69
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	Administration	\$520.69
4/8/2024	TCB Security Services Inc	13098	Security Services	General Fund	South Beach	\$5,876.36
4/8/2024	Barrelhead Supply Inc	13099	Repairs and Maintenance	General Fund	South Beach	\$25.98
4/8/2024	Bergerson Construction Inc	13100	Repairs and Maintenance	General Fund	Commercial Marina	\$5,100.00
4/8/2024	Cascade Nut & Bolt	13101	Operating Supplies	General Fund	South Beach	\$477.74
4/8/2024	Englund Marine Supply Co Inc	13102	Operating Supplies	General Fund	Commercial Marina	\$405.60
4/8/2024	Ground FX Landscape Management LLC	13103	Contract and Support Services	General Fund	Commercial Marina	\$369.00
4/8/2024	Integrity Data	13104	IT Hardware and Software	General Fund	Administration	\$790.00
4/8/2024	Newport Ace Hardware Inc	13105	Repairs and Maintenance	General Fund	South Beach	\$216.42
4/8/2024	Newport Sign Shop	13106	Repairs and Maintenance	General Fund	Commercial Marina	\$840.00



Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/10/2024	Central Lincoln PUD**AUTOPOST**	PPI04136	Utilities Electrical	General Fund	Administration	\$414.70
4/12/2024	Amazon Capital Services Inc	13107	Office Expense	General Fund	South Beach	\$93.34
4/12/2024	Amazon Capital Services Inc	13107	IT Hardware and Software	General Fund	International Terminal	\$27.68
4/12/2024	Industrial Welding Supply, Inc.	13108	Operating Supplies	General Fund	Commercial Marina	\$13.73
4/12/2024	Lincoln County Public Works	13109	Fuel	General Fund	Commercial Marina	\$80.73
4/12/2024	Lincoln County Public Works	13109	Fuel	General Fund	South Beach	\$119.95
4/12/2024	Lincoln County Public Works	13109	Fuel	NOAA Lease Fund		\$40.65
4/12/2024	MacPherson, Gintner & Diaz	13110	Professional Services	General Fund	Administration	\$1,462.50
4/12/2024	Newport Sign Shop	13111	Repairs and Maintenance	General Fund	South Beach	\$320.00
4/12/2024	Pacific Habitat Services Inc	13112	Professional Services	General Fund	International Terminal	\$4,410.00
4/12/2024	Pioneer Connect	13113	Utilities Electrical	General Fund	South Beach	\$41.78
4/12/2024	Sierra Springs	13114	Operating Supplies	General Fund	Commercial Marina	\$116.95
4/12/2024	Staples Advantage	13115	Office Expense	General Fund	Administration	\$48.60
4/12/2024	Customer Refund	13116	Discounts and Refunds	General Fund	South Beach	\$1,761.23
4/12/2024	Thompson's Sanitary Service Inc	13117	Trash/Garbage	NOAA Lease Fund		\$494.00
4/12/2024	Thompson's Sanitary Service Inc	13117	Trash/Garbage	General Fund	Commercial Marina	\$3,532.71
4/12/2024	Thompson's Sanitary Service Inc	13117	Trash/Garbage	General Fund	International Terminal	\$1,865.87
4/12/2024	Thompson's Sanitary Service Inc	13117	Trash/Garbage	General Fund	South Beach	\$3,851.07
4/12/2024	Customer Refund	13118	Discounts and Refunds	General Fund	South Beach	\$2,580.99
4/12/2024	ToyotaLift Northwest Inc	13119	Repairs and Maintenance	General Fund	South Beach	\$1,696.26
4/12/2024	TWGW Inc NAPA Auto Parts	13120	Operating Supplies	General Fund	International Terminal	\$9.69
4/12/2024	Ultrex	13121	Office Expense	General Fund	Administration	\$69.36
4/12/2024	Ultrex	13121	Office Expense	General Fund	South Beach	\$35.88
4/12/2024	Barrelhead Supply Inc	13122	Repairs and Maintenance	General Fund	Commercial Marina	\$27.96
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Commercial Marina	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	International Terminal	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Administration	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	South Beach	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Commercial Marina	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	International Terminal	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Administration	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	South Beach	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Commercial Marina	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	International Terminal	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Administration	\$75.11
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	South Beach	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Commercial Marina	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	International Terminal	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	Administration	\$847.69
4/12/2024	Bay Area Enterprises Inc	13123	Janitorial Services	General Fund	South Beach	\$9,566.77
4/12/2024	Civil West Engineering Services, Inc	13124	Contract and Support Services	General Fund	South Beach	\$476.28
4/12/2024	Copeland Lumber Yards Inc	13125	Operating Supplies	General Fund	Commercial Marina	\$150.34
4/12/2024	Grainger Inc	13126	Repairs and Maintenance	NOAA Lease Fund		\$210.60
4/12/2024	Hyak	13127	Contract and Support Services	General Fund	Administration	\$6,616.99

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/12/2024	IconiPro Security Alarms Inc	13128	Contract and Support Services	General Fund	International Terminal	\$430.00
4/12/2024	IconiPro Security Alarms Inc	13128	Contract and Support Services	General Fund	South Beach	\$430.00
4/12/2024	PERS-Autopay	PPI04306	Retirement Payable	General Fund	Multiple	\$19,092.39
4/16/2024	City of Newport Room Tax	13129	Accrued Lodging Taxes	General Fund	South Beach	\$5,711.19
4/18/2024	First Interstate Bank MC **AUTOPOST**	PPI04305	Credit Cards Payable	General Fund	Multiple	\$2,202.34
4/18/2024	Asure - ***AUTOPOST***	PPI04311	Payroll Taxes	General Fund	Multiple	\$26,051.94
4/19/2024	VOYA-Autopay	PPI04152	Benefits Payable	General Fund	Multiple	\$1,130.00
4/19/2024	VOYA-Autopay	PPI04153	Benefits Payable	General Fund	Multiple	\$50.00
4/19/2024	Aboveboard Electric Inc	13133	Professional Services	NOAA Lease Fund		\$1,515.15
4/19/2024	Doug's Electric Inc	13134	Professional Services	General Fund	South Beach	\$151.25
4/19/2024	Hyak	13135	Contract and Support Services	General Fund	Administration	\$575.00
4/19/2024	Integrated Business Consultants	13136	Professional Services	General Fund	Administration	\$1,200.00
4/19/2024	KOPIS	13137	Business Central Basic Support	General Fund	Administration	\$900.00
4/19/2024	Newport Fab Shop	13138	Repairs and Maintenance	General Fund	South Beach	\$937.50
4/19/2024	Pacific Coast Lock & Safe LLC	13139	Repairs and Maintenance	General Fund	Commercial Marina	\$145.00
4/19/2024	PBS Engineering and Environmental Inc.	13140	Capital Outlay - Land Improvements	General Fund	South Beach	\$34,751.50
4/19/2024	Security Monster	13141	Contract and Support Services	General Fund	Administration	\$5,265.60
4/19/2024	Special Districts Insurance Services	13142	Health, Dental, and Life Insurance	General Fund	Administration	\$6,015.80
4/19/2024	Special Districts Insurance Services	13142	Health, Dental, and Life Insurance	General Fund	Commercial Marina	\$5,846.58
4/19/2024	Special Districts Insurance Services	13142	Health, Dental, and Life Insurance	General Fund	South Beach	\$6,815.00
4/19/2024	Special Districts Insurance Services	13142	Health, Dental, and Life Insurance	General Fund	International Terminal	\$1,956.00
4/19/2024	Special Districts Insurance Services	13142	Health, Dental, and Life Insurance	NOAA Lease Fund		\$1,945.29
4/19/2024	T & L Chemical Toilet Service LLC	13143	Contract and Support Services	General Fund	South Beach	\$85.00
4/19/2024	T & L Chemical Toilet Service LLC	13143	Contract and Support Services	General Fund	South Beach	\$85.00
4/19/2024	T & L Chemical Toilet Service LLC	13143	Contract and Support Services	General Fund	International Terminal	\$85.00
4/19/2024	T & L Chemical Toilet Service LLC	13143	Contract and Support Services	General Fund	South Beach	\$85.00
4/19/2024	T & L Chemical Toilet Service LLC	13143	Contract and Support Services	General Fund	Commercial Marina	\$740.00
4/19/2024	Amazon Capital Services Inc	13144	Office Expense	General Fund	South Beach	\$295.72
4/19/2024	Amazon Capital Services Inc	13144	IT Hardware and Software	General Fund	Administration	\$15.58
4/19/2024	Amazon Capital Services Inc	13144	Office Expense	General Fund	Administration	\$128.61
4/19/2024	Amazon Capital Services Inc	13144	Operating Supplies	General Fund	South Beach	\$763.42
4/19/2024	Amazon Capital Services Inc	13144	Office Expense	General Fund	Administration	\$64.33
4/19/2024	Amazon Capital Services Inc	13144	Office Expense	General Fund	South Beach	\$11.89
4/19/2024	WHA Insurance Agency Inc	13145	Prepaid Expenses- Policy STP421735	General Fund	South Beach	\$11,925.90
4/19/2024	Astound CoastCom By Wave	13146	Utilities Electrical	General Fund	Administration	\$960.00
4/19/2024	Astound CoastCom By Wave	13146	Utilities Electrical	General Fund	South Beach	\$1,032.73
4/19/2024	Customer Refund	13147	Discounts and Refunds	General Fund	South Beach	\$2,580.99
4/19/2024	Ben's Diving	13148	Repairs and Maintenance	General Fund	South Beach	\$10,450.00
4/19/2024	Bill's Pest Control LLC	13149	Pest Control	NOAA Lease Fund		\$155.00
4/19/2024	Coastal Refrigeration Heating & AC LLC	13150	Repairs and Maintenance	NOAA Lease Fund		\$304.05
4/19/2024	Newport News Times	13151	Advertising and Promotion	General Fund	Administration	\$56.00
4/19/2024	Newport News Times	13151	Advertising and Promotion	General Fund	Administration	\$106.90
4/19/2024	Newport News Times	13151	Advertising and Promotion	General Fund	Administration	\$106.90
4/19/2024	Critical Repairs LLC	13152	Repairs and Maintenance	General Fund	International Terminal	\$2,658.27

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/22/2024	Washington State Support Registry	PPI04151	Garnishment Withholdings Payable	General Fund	International Terminal	\$408.50
4/24/2024	Central Lincoln PUD**AUTOPOST**	PPI04208	Electricity	General Fund	Administration	\$133.02
4/24/2024	Carson Oil Co Inc **AUTOPOST**	PPI04235	Fuel	General Fund	International Terminal	\$1,189.20
4/25/2024	Amazon Capital Services Inc	13153	Office Expense	General Fund	Administration	\$53.98
4/25/2024	Amazon Capital Services Inc	13153	Office Expense	General Fund	Administration	\$65.99
4/25/2024	HR Answers Inc	13154	Professional Services	General Fund	Administration	\$666.65
4/25/2024	IcniPro Security Alarms Inc	13155	Contract and Support Services	General Fund	Commercial Marina	\$130.98
4/25/2024	IcniPro Security Alarms Inc	13155	Contract and Support Services	General Fund	Administration	\$130.98
4/25/2024	Iron Owl Inc	13156	Operating Supplies- 3/8" ss plates for dock	General Fund	South Beach	\$125.00
4/25/2024	John Schoof	13157	Discounts and Refunds- Moorage Refund	General Fund	Commercial Marina	\$1,782.07
4/25/2024	Kern & Thompson LLC	13158	Professional Service- Progress Billing FY 2023 Audit	General Fund	Administration	\$10,000.00
4/25/2024	KOPIS	13159	Business Central Basic Support	General Fund	Administration	\$600.00
4/25/2024	MC Dean Inc	13160	Repairs and Maintenance	NOAA Lease Fund		\$2,995.00
4/25/2024	Customer Refund	13161	Discounts and Refunds	General Fund	Administration	\$50.00
4/25/2024	Customer Refund	13162	Discounts and Refunds	General Fund	South Beach	\$1,978.56
4/25/2024	Orrco	13163	Contract and Support Services	General Fund	South Beach	\$690.00
4/25/2024	Bergerson Construction Inc	13164	Capital Outlay - Land Improvements	General Fund	South Beach	\$161,846.62
4/25/2024	Pioneer Printing Inc	13165	Advertising and Promotion	General Fund	Administration	\$3,884.05
4/25/2024	Platt Electric Supply Inc	13166	Repairs and Maintenance	General Fund	International Terminal	\$832.24
4/25/2024	Platt Electric Supply Inc	13166	Repairs and Maintenance	General Fund	International Terminal	\$832.24
4/25/2024	Platt Electric Supply Inc	13166	Repairs and Maintenance	General Fund	International Terminal	\$832.24
4/25/2024	Port's Contracting, LLC	13167	Repairs and Maintenance	General Fund	Commercial Marina	\$3,500.00
4/25/2024	Rush Locates LLC	13168	Capital Outlay - Land Improvements	General Fund	South Beach	\$1,325.00
4/25/2024	Sierra Springs	13169	Operating Supplies	General Fund	Commercial Marina	\$63.69
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	Administration	\$166.06
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	South Beach	\$137.52
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	Administration	\$43.85
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	Commercial Marina	\$43.85
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	International Terminal	\$43.85
4/25/2024	Staples Advantage	13170	Office Expense	General Fund	Administration	\$78.36
4/25/2024	Streamline	13171	Utilities Electrical	General Fund	Administration	\$535.00
4/25/2024	Suburban Propane	13172	Propane	General Fund	South Beach	\$392.26
4/25/2024	Summit Public Relations Strat LLC	13173	Professional Services Feb-Mar 24	General Fund	Administration	\$3,146.25
4/25/2024	TWGW Inc NAPA Auto Parts	13174	Operating Supplies	General Fund	International Terminal	\$106.97
4/25/2024	Bill's Pest Control LLC	13175	Operating Supplies	NOAA Lease Fund		\$155.00
4/25/2024	WHECO LLC	13176	Crane Emergency Repairs	General Fund	International Terminal	\$2,222.00
4/25/2024	City of Newport	13177	Water	General Fund	Commercial Marina	\$156.50
4/25/2024	City of Newport	13177	Water	General Fund	South Beach	\$156.50
4/25/2024	CNA Surety	13178	Bond Premiums 5/2/24-5/2/25	General Fund	Administration	\$26.00
4/25/2024	Newport News Times	13179	Budget Legal Notice	General Fund	Administration	\$510.00
4/25/2024	DOWL	13180	Capital Outlay - Docks and Piers	General Fund	Commercial Marina	\$97,336.49
4/25/2024	Englund Marine Supply Co Inc	13181	Repairs and Maintenance	General Fund	Commercial Marina	\$1,029.28
4/25/2024	Englund Marine Supply Co Inc	13181	Personal Protective Equip & Gear	General Fund	South Beach	\$12.50
4/25/2024	Englund Marine Supply Co Inc	13181	Repairs and Maintenance	General Fund	International Terminal	\$8.68

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/25/2024	Englund Marine Supply Co Inc	13181	Repairs and Maintenance	General Fund	International Terminal	\$22.40
4/25/2024	Englund Marine Supply Co Inc	13181	Repairs and Maintenance	General Fund	International Terminal	\$1.34
4/25/2024	Englund Marine Supply Co Inc	13181	Repairs and Maintenance	General Fund	International Terminal	\$26.64
4/25/2024	Good Work Architects, PLLC	13182	Capital Outlay - Land Improvements	General Fund	South Beach	\$14,200.10
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612000 - 600 SE Bay Blvd	General Fund	Administration	\$721.19
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612006 - SB Fuel Dock	General Fund	South Beach	\$276.87
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612007 - SB Boat Slip A	General Fund	South Beach	\$1,310.74
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612008 - SB Boat Slip B	General Fund	South Beach	\$1,186.70
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612009 - SB Boat Slip C	General Fund	South Beach	\$300.40
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612010 - SB Boat Slip D	General Fund	South Beach	\$892.05
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612011- SB Boat Slip E	General Fund	South Beach	\$565.97
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612012 - SB Marina	General Fund	South Beach	\$507.79
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612013 - SB Marina Sewer & Lift	General Fund	South Beach	\$31.47
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612014 - SB Marina Unit G	General Fund	South Beach	\$796.25
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612015 - SB Marina Unit H	General Fund	South Beach	\$1,440.01
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612016 - SB Marina Dock J	General Fund	South Beach	\$81.89
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612019 - Port Dock 5	General Fund	Commercial Marina	\$3,266.02
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612021 - PD 7 Hoist Dock	General Fund	Commercial Marina	\$395.97
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612022 - 2591 SE Pacific Way	General Fund	South Beach	\$191.82
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612023 - Port Dock 7	General Fund	Commercial Marina	\$2,196.49
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612024 - 2591 SE Pacific Way- SP 9	General Fund	South Beach	\$56.51
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612025 - 2591 SE Pacific Way -SP 86	General Fund	South Beach	\$73.87
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612026 - 2591 SE Pacific Way - SP 60	General Fund	South Beach	\$65.61
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612027 - 2591 SE Pacific Way - SP 74	General Fund	South Beach	\$103.57
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612028 - 2591 SE Pacific Way, SP 41	General Fund	South Beach	\$39.19
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612029 - 2591 SE Pacific Way	General Fund	South Beach	\$134.74
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612030 - 2591 SE Pacific Way, Sp 8	General Fund	South Beach	\$27.41
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612031 - 2591 SE Pacific Way, SP 7	General Fund	South Beach	\$66.18
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612032 - 2591 SE Pacific Way	General Fund	South Beach	\$47.29
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612040 - SE Bay Blvd by 213 SE Bay Bvd	General Fund	Commercial Marina	\$509.41
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612042 - Port Dock 7	General Fund	Commercial Marina	\$979.11
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612045 - Port Dock 1	General Fund	Commercial Marina	\$31.72
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612051 - SE OSU Dr Marina Pole 21 East	General Fund	South Beach	\$522.93
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612053 - 2301 SE Marine Science Dr	General Fund	South Beach	\$146.26
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612054 - 2124 SE Marine Science Dr	General Fund	South Beach	\$141.31
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612056 - 2120 SE Marine Science Dr	General Fund	South Beach	\$847.89
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612057 - 2120 SE Marine Science Dr	General Fund	South Beach	\$278.55
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612058 - 2146 SE Marine Science Dr	General Fund	South Beach	\$777.51
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612059 - 600 SE Bay Blvd	General Fund	Commercial Marina	\$69.46
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612060 - 2320 SE OSU Dr	General Fund	South Beach	\$105.00
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612062 - 1410 SE Bay Blvd Bldg # 1	General Fund	International Terminal	\$423.25
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612063 - 2591 SE Pacific Way # 61	General Fund	South Beach	\$27.41
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612067 - 1430 SE Bay Blvd	General Fund	International Terminal	\$732.12
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612068 - 1430 SE Bay Blvd	General Fund	International Terminal	\$550.77

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612071 - SB Marina Temp Dock	General Fund	South Beach	\$86.60
4/26/2024	Central Lincoln PUD**AUTOPOST**	PPI04201	302612072 - 2591 SE Pacific Way	General Fund	Administration	\$33.06
4/26/2024	Direct TV**AUTOPOST**	PPI04256	Electricity-DirectTV 5yr Agrmnt	General Fund	South Beach	\$813.10
4/26/2024	PERS-Autopay	PPI04307	Retirement Payable	General Fund	Multiple	\$18,611.88
4/30/2024	Carson Oil Co Inc **AUTOPOST**	PPI04229	Fuel - Ford Ranger E274498 DM	General Fund	International Terminal	\$212.47
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	4291.00 - OPS Bldg	General Fund	Commercial Marina	\$1,528.28
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	6611.01 - Sportsman Trailer Park	General Fund	South Beach	\$214.70
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	6971.01 - Port Dock 3	General Fund	Commercial Marina	\$105.52
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	7561.00 - Port Dock 1	General Fund	Commercial Marina	-\$42.09
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	7571.00 - Port Dock 5	General Fund	Commercial Marina	\$1,112.91
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	7591.00 - Port Dock 7	General Fund	Commercial Marina	\$1,801.51
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	34261.01 - Newport Marina	General Fund	South Beach	\$478.23
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94751.00 - OPS Shop SB Water	General Fund	South Beach	\$166.67
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94811.00 - RV Dump	General Fund	South Beach	\$79.58
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94821.00 - SB Restrooms Fish Table	General Fund	South Beach	\$478.23
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94841.00 - Docks A & B	General Fund	South Beach	\$3,048.73
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94851.00 - Docks C,D,E	General Fund	South Beach	\$363.42
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94861.00 - Docks F,G,H,J	General Fund	South Beach	\$235.60
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94871.00 - Fuel Dock NM Moorage	General Fund	South Beach	\$227.03
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	94891.00 - NM Moorage - Laundry	General Fund	South Beach	\$283.63
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	100541.00 - Terminal Storage Bldg/Trident	General Fund	International Terminal	\$147.18
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	106321.00 - Launch Ramp & CXT Restroom	General Fund	South Beach	\$963.87
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	167681.00 - Irrigation System	General Fund	South Beach	\$1,060.68
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	170851.01 - SE Marine Science Dr	NOAA Lease Fund		\$188.11
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	170971.00 - Terminal Office	General Fund	International Terminal	\$760.50
4/30/2024	City of Newport Water**AUTOPOST**	PPI04287	172421.00 - PON RV Dump	General Fund	South Beach	\$99.04
4/30/2024	Windcave - AutoPay	PPI04288	Merchant Bankcard Fees	General Fund	Commercial Marina	\$85.00
4/30/2024	Windcave - AutoPay	PPI04288	Merchant Bankcard Fees	General Fund	South Beach	\$90.00
4/30/2024	Direct TV**AUTOPOST**	PPI04301	Electricity- DirectTV Entertainment	General Fund	South Beach	\$449.80



## **STAFF REPORT**

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**DATE:** *May 28, 2024*  
**RE:** *Rondys' Sixth Lease Amendment*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, Executive Director*

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### **BACKGROUND**

The Port currently leases property from Rondys to store dredge material for \$1.00 per year. The lease expires on June 24, 2024. Rondys agreed to extend the lease for an additional year. That will give the port additional time to remove the remaining material from the site.

### **RECOMMENDATION**

I recommend "I MOVE TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE SIXTH LEASE AMENDMENT AS PRESENTED."

**SIXTH ADDENDUM TO LEASE**

This Addendum to Lease made this \_\_\_ day of 2024, by and between Rondys, Inc., a Washington corporation, hereinafter called "Lessor" or "Rondys", and the Port of Newport, a municipal corporation of the State of Oregon, hereinafter called "Lessee" or "Port".

**RECITALS:**

- A. Previously, the parties hereto entered into a Lease Agreement dated June 25, 2012. The current lease expires June 24, 2024.
- B. The parties hereto also entered into an addendum of that lease agreement dated October 17, 2018.

**AGREEMENT TO EXTEND**

- 1. The parties agree to extend the term of the lease until June 30, 2025. Beyond that date, no additional lease extensions or renewals are contemplated or expected by the parties.
- 2. Base rent remains \$1.00 per year.
- 3. Except as specifically modified above, the Lease Agreement dated June 25, 2012 and the Addendum dated October 17, 2018 are ratified and reaffirmed in all other respects.

PORT OF NEWPORT

RONDYS, INC.

By: \_\_\_\_\_  
Executive Director

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



## **OLD BUSINESS ITEM**

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**DATE:** *May 28, 2024*  
**RE:** *NIT Grading and Equipment Purchase Grant Approval*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, Executive Director*

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### **BACKGROUND**

Last year the Port applied for the Ports Infrastructure Development Program (PIDP) grant through the Maritime Administration (MARAD) and was awarded the grant.

The Port has been working with MARAD in meeting their requirements. We now need to execute the contract with MARAD, which has been reviewed by the Port attorney.

The grant is for \$3,444,100 where the Port is matching \$861,025 from general funds budgeted for the year.

### **RECOMMENDATION**

I recommend the Commission “I move to authorize the Executive Director or designee to complete all documentation necessary to finalize the grant with MARAD, as substantially reviewed by the attorney”.





## **OLD BUSINESS**

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**DATE:** May 22, 2023  
**RE:** CHELSEA ROSE Lease  
**TO:** Port Commission  
**ISSUED BY:** Aaron Bretz, Director of Operations

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### **BACKGROUND**

The Port previously maintained two separate lease agreements for CHELSEA ROSE and PATTY MAE (the barge operated by Chelsea Rose at Port Dock 7 for fish sales). The owners of the business requested to renew the leases and have them combined.

I updated the rates, and added two parking spots at the Port Dock 7 lot at their request for customers of the barge. We are also transitioning them to water meters that will be read by Port personnel so that the cost of water can be recovered.

### **RECOMMENDATION**

I MOVE TO APPROVE THE ATTACHED LEASE FOR CHELSEA ROSE SEAFOODS.

## COMMERCIAL LEASE

THIS LEASE made \_\_\_\_\_ (date), 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 Cody Chase, Chelsea Rose Seafood, hereinafter referred to as "Lessee".

THIS LEASE is for the sole purpose of allowing the F/V Chelsea Rose to continue operations as a fish selling station by the current owner. No other similar leases will be allowed.

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

Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor the following described premises situated at Port Dock 3, within the Port of Newport's Commercial Marina, as well as the first 45 feet of Port Dock 7B (including the entire corner up to the cross-dock section) hereinafter referred to as the "Leased Premises":

The first 93 linear feet of Port Dock 3, West End moorage space and dock fittings. See attached image (Exhibit A).

The first 45 linear feet of Port Dock 7B, including the corner that abuts the cross-dock section for the purpose of mooring the barge PATTY MAE. (Exhibit B).

### 2. TERM.

The term of this Lease shall be for a five (5) year term. The term shall commence on June 1, 2024 and shall end on May 31, 2029. Monthly rental payments shall be due within ten (10) business days of receipt of billing.

### 3. RENEWAL OPTION.

3.1 If this lease is not in default at the expiration of the existing five (5) 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 and not to exceed more than ten years.

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 request to Lessor given not less than sixty (60) days prior to the last day of the expiring term and is subject to approval by lessor. Upon written approval by lessor, 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.

### 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 Chelsea Rose Seafood. Lessee shall provide a full service seafood selling 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 seafood selling 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 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 moorage space in the first 93 linear feet of Port Dock 3 and the right of access thereto as well as the moorage space that consists of the entire corner made up of the first 45 linear feet of Port Dock 7B (all the way to the east up against the cross-dock section). Access to the leased premises is granted to Lessee through adjacent Port property, but it is not exclusive to the Lessee. 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 Chelsea Rose Seafood 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.

Included in the lease is authorization to moor one 20' skiff alongside CHELSEA ROSE or PATTY MAE as space is available. The skiff shall not have priority over any other user of the Commercial Marina, and if directed by the Harbormaster, shall be moved immediately if deemed necessary for the efficient operations of the marina. Lessee shall execute a moorage license agreement with the Port and adhere to all aspects of the agreement, including but not limited to insurance requirements for the skiff as a commercial vessel using the Port's facilities. Moorage fees for the vessel are included as part of the monthly rent in this agreement. The skiff shall not have an assigned moorage space in the marina, but may use space adjacent to the leased premises as available.

5.3 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, (March 1, 2024-February 28, 2029), the base rent (the "Base Rent") shall be (for CHELSEA ROSE) Five Hundred Fifty Nine dollars (\$559) per month, and (for PATTY MAE) Three Hundred Eighty Eight dollars (\$388). In addition to the base rent, power will be charged at a flat rate of \$80 per month, trash service shall be charged at \$30 per month for a total monthly rate, including fees of \$1,057. Water usage will be monitored by individual meters, and charged monthly at \$6.24 per 1,000 gallons. Two parking spaces for PATTY MAE shall be provided in the Port Dock 7 lot at a cost of \$25 each, per month. Altogether, power, trash service, water and parking shall constitute additional rent (the "Additional Rent"). The Base rent and the Additional Rent shall be defined as "Lease Rate". Lessee is prohibited from using any Port facility to dispose of fish offal; doing so may result in termination of this lease at the discretion of the Lessor.

The Base Rent rate for a renewed term beginning June 1, 2024 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 Commercial Marina. Future Lease Rate increases for a renewal term shall be the greater of 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 times 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 Chelsea Rose 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 their 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. Lessee shall remove CHELSEA ROSE and PATTY MAE from premises within 30 days of termination of this Lease. If CHELSEA ROSE and/or PATTY MAE are abandoned, Lessor may remove and dispose at the expense of Lessee.

12. DESTRUCTION OF LEASED PREMISES.

12.1 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 (Port Dock 3/7B and attached utilities) to their substantially 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.

12.2 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.

### 13. INSURANCE.

13.1 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**. 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 or as set by State industry standards. Each occurrence and in addition shall provide for payment of all attorneys fees and legal expense arising there from. 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.

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.

13.2 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.

If Lessee were to attach an engine or other means of mobility to either vessel, then Lessee must 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 seafood selling operation. 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, or as set by State industry standards 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 coverage's. 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.**

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

13.4 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.

13.5 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.

#### 14. INDEMNITY.

14.1 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.

14.2 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.

#### 15. SIGNS.

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

#### 16. DEFAULT OF LESSEE.

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

16.1 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 therefore;

16.2 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

16.3 Failure to occupy or abandonment of the Leased Premises.

16.4 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.

#### 17. BANKRUPTCY OR INSOLVENCY OF LESSEE.

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

17.1 A petition in bankruptcy filed by or against Lessee;

17.2 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;

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

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

17.5 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;

17.6 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

17.7 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.

17.8 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.

18. RIGHT OF LESSOR TO REENTER 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 reletting 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.

19. DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.

19.1 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.

19.2 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.

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

20.1 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, including but not limited to the vessel known as CHELSEA ROSE, the barge known as PATTY MAE; and
- (c) Maintenance and repair of the Leased Premises while vacant.

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

20.3 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.

21. RELETTING PREMISES ON DEFAULT OF LESSEE.

21.1 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.

21.2 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.

22. 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.

23. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or sublet any rights or interests under this Lease.

24. 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 hindrance.

25. COVENANT AGAINST WASTE.

Lessee shall not commit or suffer to be committed any waste on the Leased Premises.

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. SEVERABILITY.

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 is 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. 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.

32. HOLD OVER.

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.

33. NOTICES.

33.1 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: Cody Chase  
F/V Chelsea Rose

P.O. Box 1941  
Newport, OR 97365

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

33.3 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.

34. ATTORNEYS' FEES.

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.

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 af-fixed hereto only pursuant to the board of directors or other governing body thereof.

PORT OF NEWPORT

Cody Chase, Chelsea Rose

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Owner

# Chelsea Rose Premises

Lease EXHIBIT A

- Legend**
- Chelsea Rose
  - Chelsea Rose Seafood
  - City Of Newport Bay Front Pump Station
  - Feature 1
  - Newport Historic Bayfront
  - Ripley's Believe It or Not! World of Adventure
  - Schieve Marine Supply



SW Hatfield Dr

Cuisinako

The Coffee House

City Of Newport Bay Front Pump Station

Ripley's Believe It or Not! World of Adventure

Newport Historic Bayfront

Chelsea Rose Seafood

Schieve Marine Supply



**Exhibit B**  
Patty Mae leashold inside yellow rectangle

**Legend**

- Feature 1
- Oregon Boating Foundation
- Port Dock 7



Port Dock 7

Oregon Boating Foundation



## **STAFF REPORT**

**DATE:** May 16, 2024  
**RE:** DirectTV at the Annex  
**TO:** Paula Miranda, Executive Director  
**ISSUED BY:** Mark A. Brown, Director of Finance and Business Services

### **BACKGROUND**

#### South Beach Annex Options

1. Stay with Current
  - a. System installed in 2010, 14 years ago.
  - b. Only 6 spaces have TV services
  - c. Current cost is \$441.88
  - d. Contract expires in June
2. Repair current
  - a. Hard to find parts
  - b. Contract up in June
  - c. Cost per pole (6 Poles minimum) is \$60 per month (\$360 per month)
  - d. Coax Cable Cost is \$2,000
3. Get new system
  - a. No Coaxial cable required
  - b. Parts are easy to get
  - c. Cost per month is \$564 for programming (\$120 per month increase), system cost \$17,684.99
    - i. Could lease for \$367 per month (60-month lease) + programming. The implied Interest rate is 8.987%, interest paid would be \$4,335.01.
  - d. Movable when new annex is built, however, would have to add additional units to the system
4. Go with another provider
  - a. Contacted Spectrum
    - i. After initial call 2 weeks ago, no additional contact from vendor.

### **DETAIL**

#### **Why not option 1 or Option 2?**

Option 1 costs the Port a minimum of \$360 per month to lease space on the CPUD utility poles (something they were reticent to do), plus an additional \$2,000 for coaxial cable.

The cost to keep the system functioning until a new Annex is built will depend on the length of time it takes to build a new RV park and the Port gains nothing from this cost.

24 months     \$10,640

36 months     \$14,966  
48 months     \$19,280

If it takes 4 years to replace the current park, it would be less expensive to replace the system, the breakeven point is between 44 and 45 months.

The current system has failed several times, finding parts this system is very difficult, the last failure took 2-3 weeks to find replacement parts, and get them installed. Parts from the system in the Annex, would be kept in order to repair future failures in the Main Park (until the system can be replaced). The Main Park TV system will also need to be replaced in the near future; replacing this system will be more costly as there are more sites (\$27,190).

This upgrades just the Annex System and will enable WIFI TV connectivity to all sites.

### **Why not Option 4?**

When I researched the vendors that could provide TV services to the RV Park, I discovered only 1 additional provider, Spectrum. I reached out to Spectrum twice. The first time, I failed to hear back from them, the second time, they responded in 3 days, asked some questions, but after 2-3 weeks have not followed up with pricing or requested additional information. Leaving us with only a single option.

### **Why Option 3?**

The current contract expires in June of 2024 in the Main Park and the Annex. I recommend continuing the current contract in the Main Park for a 1-year period and upgrading the Annex immediately by purchasing a new system.

Customers are receiving inferior service from the current system as it does not support the High-definition TV's that are available today. The current system was upgraded from an analog to a standard definition system in 2019. Most TV/s today are high definition. Port customers are paying a premium price but receiving inferior service.

The cost of fixing the cabling issues in the Annex is cost prohibitive (see why not option 1 or 2). The system will be movable and expandable, when the New RV Park Annex is built, this would be moved to the new location and expanded to meet the needs of the newly constructed park.

## **RECOMMENDATION and MOTION**

I recommend the following motion:

I move to acquire a replacement TV system for the RV Annex at a cost of \$19,453, which includes a 10% contingency, plus monthly programming costs.





<b>Customer ID:</b>	<b>1329</b>
<b>Proposal Worksheet:</b>	<b>6629</b>
<b>Prepared By:</b>	Ted Maes
<b>Estimate Expires 60 days From:</b>	04/30/2024

<b>From:</b>	<b>It's All About Satellites</b> A Division of Sound Marketing Inc.
<b>Address:</b>	10415 Comanche Rd NE Albuquerque, NM 87111
<b>Billing:</b>	10317 Quarai Ave NE Albuquerque, NM 87111
<b>Phone:</b>	O: 505-296-9423 F: 505-292-5060



**Contact Information**

<b>Bill To:</b>	<b>Port of Newport RV PARIL Annex</b> <b>Mark Brown</b> 2591 SE Pacific Way Newport OR 97365-5253
<b>Install Address:</b>	2591 SE Pacific Way Newport OR 97365-5253
<b>Email:</b>	mbrown@portofnewport.com
<b>Phone:</b>	(541) 351-1904

**Summary of Service:** Budgetary quote for a 23 channel HD COM3000 headend unit with a 24 channel Clearview transcoder. To be injected into parks existing 61 coaxial distribution to RV pedestals. The Clearview Transcoder will allow any type of coax enabled TV to receive the signal from the headend unit.

**Programming:**

- Entertainment: \$9.30 /per room -
- Package features over 105 channels and includes popular sports programming such as ESPN, ESPN2, ESPNEWS and ESPNU.
- Includes all Local Networks by zipcode
- Quote Includes \$4,880.00 Equipment Subsidy Discount

**#RV Spaces:** 61  
**Target Installation Date:** TBD

\*All pricing is based on a "plug & play" installation. Any additional cabling/boring and/or labor will be billed additionally at \$150.00/hour.  
 \*\*Pricing includes equipment Subsidy based on room count.  
 \*\*\*Substitutions can be made based on current availability of equipment. Any substitutions will be of equal or greater value and specifications.

Dealer will install DIRECTV services including all equipment, standard installation, and programming.  
**Programming: \$567.30 per month + estimated tax of \$0.00 - total estimated \$567.30/mo. Billed by DIRECTV for 60 months to qualify for \$80/site subsidy promotion.**

**Initial Equipment & Labor Purchase Price (does not include programming):**

- **CASH OPTION: \* \$17,684.99** (any applicable taxes will be paid to the proper local tax authority by the purchaser. If not included in total.)
- **LEASE OPTION: \$367.00 per month with a 60 Month Lease and a \$1.00 Buyout.**

Quote expires thirty (60) days from 04/30/2024.  
 Customer Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Customer Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**Proposal Info # 6629 Page 2**

**Assumptions & Stipulations (Customer Initials) \_\_\_\_\_**

Lease option is a sixty (60) month term with a \$1.00 buyout (if applicable).

Cash purchase option requires 100% down payment prior to equipment procurement and scheduling installation.

Proposal is contingent upon a successful technician site survey. Dealer reserves the right to modify this proposal thereafter.

Power will be provided at the location of the receivers, televisions as well as at the location of any optional equipment.

Contact and coordination for any roof access will be provided by the customer.

All cabling has been installed and pathways will be approved by an authorized representative. Quote is based on using existing television signal distribution.

Any delays, additional equipment or additional coordination with other trades may result in a change order and or additional charges. All change orders require customer approval prior to commencing work.

If permits are required, they will be billed at an additional cost to the customer, permits not included in the above price.

If a technician's time on site is delayed beyond his/her control (i.e. no roof access, corporate issues, existing site conditions, and or labor incurred due to the sharing of coax or Cat6 distributions), additional labor charges will be incurred.

The existing TV service will be inoperable during the switch over from the old system to the new system.

**A final purchase agreement will be produced for signature upon acceptance of this proposal. Which supercedes all previous signed documents.**



## **OLD BUSINESS**

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**DATE:** May 22, 2023  
**RE:** Change Orders Rogue Seawall Project  
**TO:** Port Commission  
**ISSUED BY:** Aaron Bretz, Director of Operations

---

### **BACKGROUND**

This report is informational. We authorized two change orders to the Rogue Seawall project that resulted in a refund to the project in the amount of \$4,127.46, and allowed us to complete polymer injection along more of the wall than was originally planned for this season.

### **DETAIL**

Due to changes in the design of the drain system for the wall as a result of information gained after practical application of the planned process for polymer injection and drain installation, we were able to credit the project in the amount of \$169,263.66 due to time saved.

We didn't want to lose the opportunity to get more work accomplished since the funds were available and the sizeable construction outfit had already been mobilized; we're seeking approval for work that Bergerson completed after we asked them to continue injection work to use up the rest of the contract.

Bergerson Construction completed polymer injection in bays 4-12 to the project in the amount of \$165,136.20.

### **BUDGET**

The end result is a credit of \$4,127.46 to the project.

### **RECOMMENDATION**

I MOVE TO APPROVE CHANGE ORDERS 01 AND 02, WHICH RESULTS IN A NET CREDIT TO THE PORT OF \$4,127.46.

SHEET 1 OF 1 DATE: 03/5/19	PORT OF NEWPORT CHANGE ORDER	CHANGE ORDER NUMBER: 1
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TO: Bergerson Construction  
P. O. Box 387  
Astoria, OR 97103

PROJECT TITLE:  
  
Rogue Brewery Seawall Repair 3400-19-01

DESCRIPTION OF WORK

Reference: Bergerson Construction Inc. Contract, Project ID 3400-19-01  
Total time for core drilling the concrete lagging and installation of jet filter system has been reduced in accordance with the attachments, which also include reduced equipment time.

SCHEDULE IMPACT

Original Substantial Completion Date: May 31, 2024

Schedule Adjustment: N/A

New Substantial Completion Date: May 31, 2024

Distribution	Original Contract Amount	Current Contract Amount	Estimated Net Change this Order	Estimated Contract Total After Change
	\$2,194,735.00	\$2,025,471.34	\$ (169,263.66)	\$2,025,471.34

APPROVAL RECOMMENDED

*AJ. Bretz*

*06 MAY 24*

Aaron Bretz,  
Director of Operations  
Port of Newport

DATE

APPROVED

*Paula J. Miranda*

*05/06/2024*

Paula J. Miranda,  
Executive Director  
Port of Newport

DATE

SHEET 1 OF 1 DATE: 05/7/24	PORT OF NEWPORT CHANGE ORDER	CHANGE ORDER NUMBER: 2
-------------------------------	---------------------------------	---------------------------

TO: Bergerson Construction  
P. O. Box 387  
Astoria, OR 97103

PROJECT TITLE:  
  
Rogue Brewery Seawall Repair 3400-19-01

DESCRIPTION OF WORK

Reference: Bergerson Construction Inc. Contract, Project ID 3400-19-01

After receiving credit for time saved due to actual polymer injection taking shape differently than originally planned, the Port is requesting additional polymer injection to use the savings created by the change in method. The contract price remains lower than originally authorized.

SCHEDULE IMPACT

Original Substantial Completion Date: May 31, 2024

Schedule Adjustment: N/A

New Substantial Completion Date: May 31, 2024

Distribution	Original Contract Amount	Current Contract Amount	Estimated Net Change this Order	Estimated Contract Total After Change
	\$2,194,735.00	\$2,025,471.34	\$ 165,136.20	\$2,190,607.54

APPROVAL RECOMMENDED

*A.B.*

*07 MAY 24*

Aaron Bretz,  
Director of Operations  
Port of Newport

APPROVED

*Paula J. Miranda*

*05/07/24*

Paula J. Miranda,  
Executive Director  
Port of Newport



## **OLD BUSINESS ITEM**

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**DATE:** *May 28, 2024*  
**RE:** *RORO Dock Application*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda, Executive Director*

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### **BACKGROUND**

Last year the Port applied for the Congressionally Directed Spending (CDS) funds through federal legislation and was awarded the grant through the US Department of Agriculture (USDA).

Now we have to go through the USDA process to finalize the grant. That includes filling out an application and eventually entering into a contract with USDA. We are looking into a grant in the amount of \$361,075 for a project of approximately \$700,000. The Port will provide the match from our general funds, which has been budget for the year.

### **RECOMMENDATION**

I recommend the Commission “I move to authorize the Executive Director or designee to complete all documentation necessary to apply and finalize the CDS grant with the USDA”.





## **NEW BUSINESS ITEM**

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**DATE:** *May 28, 2024*  
**RE:** *Ordinance Changes to BYLAWS to add Deputy Director*  
**TO:** *Port of Newport Board of Commissioners*  
**ISSUED BY:** *Paula J. Miranda – Executive Director*

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### **BACKGROUND**

It is common for most ports the size of the Port of Newport to have a Deputy Director, which backs up the Executive Director during their absence. Currently, there is no such position at our Port. I would like to create such a position, so there is coverage while I am away.

Although the Executive Director has the authority to hire, fire, promote employees, those positions don't come with the same authorities provided to the Executive Director, which has to be granted by the Commission.

The attached Ordinance will allow the Executive Director to grant some of that authority to be provided when necessary. Commission will still be able to remove such authority at any time.

### **RECOMMENDATION**

No action. This is just the first read of the ordinance. Commissioners may discuss any concerns or changes during this time.

**PORT OF NEWPORT  
ORDINANCE NO. 2024-01**

**AN ORDINANCE AMENDING THE BYLAWS OF THE PORT OF NEWPORT**

WHEREAS, the Port of Newport is a duly organized municipal corporation of Lincoln County, Oregon (ORS 777); and

WHEREAS, Ordinance No. 100, adopted on May 22, 2014, created the By-Laws for the Port of Newport Board of Commissioners.

WHEREAS, Section K - Appointment/Removal of Executive Director, provides authorities over to the Executive Director.

WHEREAS, the Executive Director occasionally needs to step out, lacking coverage during her/his absence.

WHEREAS, the Commission would like to add additional authorities for when the Executive is temporarily unable to act as Director.

**NOW THEREFORE, THE PORT OF NEWPORT BOARD OF COMMISSIONERS  
ORDAINS AS FOLLOWS:**

Section K of the BYLAWS shall be removed and replaced with the following:

**K. Appointment/Removal of Executive Director.**

1. The Commission confers chief executive authority to the Executive Director and any reference to the General Manager throughout the By-laws shall be modified to Executive Director. Specific duties of the office shall be created and amended by resolution. A resolution naming the Executive Director as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS [198.340](#))\*

2. The Commission is solely responsible for the appointment and removal of the Director. The Director is responsible to the Port Commission.

3. ~~A majority of the full Commission shall appoint and may remove the Director.~~

4. When the Executive Director is temporarily unable to act as Director, such as during vacation or sick days, -or when the office of Director becomes vacant, the Commission shall appoint Director pro tem. ~~The Deputy Director pro tem has~~ shall have the authority and duties of the Executive Director, except that a ~~pro tem~~ Deputy Director may appoint or remove employees only with Commission approval. When the office of the Executive Director becomes vacant, the Commission shall appoint a Director Pro Tem that will take the authority and duties of the Executive Director. The Director Pro Tem may or not be the Deputy Director. The Commission may at any time revoke the Executive Director's office authority from the Deputy Director or the Director Pro Tem.

5. Upon a vacancy in the office, the Commission shall fill the position within six months. The Commission shall adopt a process for the appointment of the Executive Director by resolution.

6. No Commissioner shall directly or indirectly attempt to coerce the Executive Director or a candidate for the office of the Executive Director in the supervision, appointment or removal of any employee, or in administrative decisions regarding the implementation of port policies.

7. The Commission shall review the Executive Director's work performance annually as set forth in the Port's personnel policy.



## **EXECUTIVE DIRECTOR MONTHLY REPORT**

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**DATE:** 05/24/24  
**PERIOD:** 04/19/24 – 05/24/24  
**TO:** Board of Commissioners  
**ISSUED BY:** Paula J. Miranda, Executive Director

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### **OVERVIEW**

We are currently working on managing some grants we received (PIDP, Congressionally Directed Spending, Legislative funds for Rogue) while applying for several Port Dock 7 replacement grants, so busy times in that regards.

The new City parking requirement is also creating new developments through the commercial marina, which requires additional management.

Here are some of the highlights for the month:

#### **South Beach**

Rogue Seawall: While things are now getting wrapped up for the summer with this project, we were able to save some moneys in some areas of the wall injections and apply those to other areas of the wall that was planned to be completed during the next in-water work.

Fish Cleaning Tables: Today we are completing installation for the last of the cleaning tables, which we received funds from Business Oregon. Just in time for Memorial Day.

Marina Dredging: Funds have been requested to Congress (\$1.5 million). Alternatives are State Legislature or WRDA bill.

#### **North Commercial**

Port Dock 7 Plan/ Commercial Marina Channel Dredging Sediment Plan: Both of those projects are still under way. Sampling results shall be provided by mid-June. That will give the engineers better guidance on design. Funds for the PD7 replacement has been requested to ConnectOregon, RAISE and PIDP (federal grants).

#### **Newport International Terminal**

RORO Dock Piling Assessment: We are currently working with USDA to complete their documents, so we can move forward with the RFP for the project. A request was included on the agenda.

MARAD PIDP Grant/NIT: We are still coordinating with MARAD additional details of the grant. A draft of their contract is on the agenda.

Work Session: We would like to schedule a work session to discuss several things related to NIT, such as projects, our efforts to bring in cargo, logistics, financials, etc.

### **Financials:**

Audit: A full audit shall be completed and presented in June. There were still a lot of work involved in bringing information from the old system to the new system to validate the work that has been done, therefore costing more than it was anticipated. An agenda item is included in the packet.

Fiscal Manual: The fiscal manual is underway and being review for final updates. That should be coming to Commission soon.

### **Miscellaneous:**

Pacific Northwest Waterways Association (PNWA): I am currently the treasurer for PNWA. In a normal schedule, the treasurer usually takes over as Vice-President once the Vice-President becomes President. Unfortunately, the current Vice-President decided to retire at the end of the year. The change of officers is typically done during the Annual Conference in October. Since the Vice-President will not be able to step up, I believe there is an expectation that the next person in line steps up. Should that be the case, I want to make sure commissioners are in agreement with the commitment. This will be a 2-year commitment and there should be an expectation of about 3 weeks of my time. PNWA is a very important organization for ports and the maritime industry, including fisheries in Washington, DC. They are a very well-respected organization and I believe it will be good for our port to be represented.

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

- 04/20/24 - Oregon Coast Aquarium Board Meeting
- 04/22/24 - Operations Meeting
- 04/22/24 - Finance Recurring Meeting
- 04/23/24 - Commission Meeting
- 04/24/24 - YBEF Board Meeting
- 04/25/24 - Business Oregon Maritime Minds - USDA
- 04/29/24 - Operations Meeting
- 04/29/24 - Finance Recurring Meeting
- 04/30/24 - Meeting with USA
- 05/01/24 - PNWA Executive Committee Meeting
- 05/02/24 - EDALC Board Meeting
- 05/03/24 - Communication Meeting
- 05/06/24 - Operations Meeting
- 05/07/24 - SDAO/SDIS Budget Committee Meeting
- 05/08/24 - Oregon Coast Economic Summit
- 05/13/24 - Operations Meeting
- 05/14/24 - Coastal City/Port/County Managers Meeting

- 05/16/24 - Chamber Business After Hours - Rogue
- 05/17/24 - Communications Meeting
- 05/17/24 - Federal Coordination Committee
- 05/20/24 - Operations Meeting
- 05/21/24 - PNWA Monthly Meeting
- 05/22/24 - YBEF - Georgia Pacific Tour
- 05/23/24 - OPPA Monthly Meeting
- 05/27/24 - Memorial Day
- 05/28/24 - SDAO Nominating Committee
- 05/28/24 - Regular Commission Meeting

### **Upcoming Schedule:**

- 05/29/24 - Operations Recurring Meeting
- 05/29/24 - Finance Recurring Meeting
- 05/30/24 - Business Oregon Maritime Minds - MARAD/Marine Highways
- 05/31/24 - Communication Meeting
- 06/03-06/24 - PNWA Summer Conference
- 06/04/24 - PNWA Executive Committee Meeting
- 06/11/24 - Department Heads Meeting
- 06/11/24 - Coastal City/Port/County Managers Meeting
- 06/12/24 - Business Oregon Trade and Exporting Workshop
- 06/12/24 - MARAD PIDP Meeting
- 06/13/24 - WHA/SAIF Renewal Meeting
- 06/14/24 - Communications Meeting
- 06/18/24 - Monthly Directors Meeting
- 06/19/24 - Juneteenth Holiday - Office Closed
- 06/21/24 - Federal Coordination Committee
- 06/24/24 - Operations Meeting
- 06/24/24 - Finance Recurring Meeting
- 06/25/24 - Meeting with Senator Merkley's staff
- 06/25/24 - Regular Commission Meeting



## FINANCE DEPARTMENT MONTHLY REPORT

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**DATE:** May 21, 2024  
**PERIOD:** July 1, 2023, to April 30, 2024  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Mark Brown, Director of Finance and Business Services

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Financial Reports are included through April 30, 2024 for all funds. These are VERY preliminary.

### Issues of Importance

#### Audit

Staff have finished the materials for the 2022-23 audit.

A note regarding leases and cloud-based software was on the last audit report and will be also on the current audit report. The port needs to comply with GASB 87/96 standards in the next audit period.

Each lease has been reviewed, and a spreadsheet “borrowed,” we will be preparing the necessary entries for the next fiscal year and forward.

#### Financial Software

Port staff are beginning to do the last piece to have the system fully up and running, that is bank reconciliations. The Port will do reconciliations either nightly or every other day, this will speed up processing and keep the cash balances the most current.

#### Fiscal Manual

Much of the work on the fiscal manual is complete, I am now doing a complete review, but need 1-2 weeks of quiet time to finish this up.

#### Arbitrage Rebate

Currently investigating if the reserve requirement for the NOAA Lease Revenue fund reserves is subject to the Arbitrage rebate requirements. If so, the Port will have to prepare the calculations and submit the required reports to the IRS. An Arbitrage rebate occurs when the interest rate earned exceeds the interest rate an entity is paying on bonds, this typically occurs when the bond funds end up in the back then the money is paid out grants or loans. However, a reserve may meet this requirement as well.

#### Cash Flow

A 5-year cashflow has been developed, using previous years data. The cashflow includes all projects for the Port and estimated year of completion. The Port will be working to have BC prepare the Cashflow for the Port.

Based on the analysis the Port will need to defer some of its projects to future years.

## **Balance Sheet Equity Section**

Equity section of the balance sheet shows critical fund information required by GASB (Governmental Accounting Standards Board) 54:

### **Restricted**

Funds that the Donor or Grantor gave the Port with restrictions. The \$1.14 million is grant money from the State of Oregon that can only be used for the Rogue Seawall.

### **Committed –**

Funds that the “Governing Body” restricted, in our case the Port Commission. Port Staff cannot use these funds without authorization of the Port Commission.

### **Assigned**

If someone below the Port Commission (Executive Director, Director of Finance) they are setting aside funds for a future project, those funds become assigned. The Port can use these funds without further authorization. The \$667,00 are Grant Match funds, we have specific details of each assignment in the Chart of Accounts.

### **Unassigned**

Funds that do not fit into the other three categories, they can be used as needed. This includes cash and other equity the Port has.



**Profit and Loss -**

The financial reports through April 30, 2024 are attached for your review and are included in the commission packet.

The month-to-month budget is based on a straight line forecast of revenues and expenditures. Revenue is recognized differently in the Commercial Marina from previous years. Revenue is spread across the term of the Moorage License agreement instead of immediately recognized. This means lower revenues during the transition period.

**General Operating Fund**

**Balance Sheet**

As of April, 30 2024, the Port General Fund has a cash balance of \$1,664,289, \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$524,289. I have requested that no additional projects occur at this time.

**General Operating Funds (GOF) FY 2023-24, Budget Vs Actual:**

*All Departments General Operating Funds*

Operating Revenue is unfavorable by	\$ 226,821
Operating Expenses are favorable by	\$1,774,809
Operating Income is favorable by	\$1,547,987
Non-Operating Revenue is favorable by	\$ 273,426
Non-Operating Expenses are unfavorable by	\$ 142,615
Non-Operating Income is unfavorable by	\$ 416,040
<b>Net income</b> is favorable by	\$1,131,947

Much of the unfavorable results are due to budget timing issues; for instance, non-operating revenue is due to budgeted Transfers in, not yet occurring. The non-operating budgeted capital outlay will be moved to correct this. This will make the net income either neutral or favorable.

**Unallocated (000)**

This department is for all Debt Service and Fund transfers that occur within the GOF and is required by the Department of Revenue. Any other category of expenses will be moved to the correct department and not discussed here.

*Unallocated*

Non-operating income is Neutral	
Non-Operating Expense is favorable by	\$ 955,285

*1 Administration (Dept 100)*

Operating income is favorable by	\$ 138,770
Operating expenses are favorable by	\$ 236,896
Operating Income is favorable by	\$ 375,666
Non-Operating revenue is favorable by	\$ 147,953
Non-Operating Expenses are unfavorable by	\$ 17,743
Non-Operating Income is favorable by	\$ 130,210
<b>Net income</b> is favorable by	\$ 505,876

*Commercial Marina (Dept 300)*

Operating revenue is favorable by	\$ 80,113
Operating expenses are favorable by	\$ 15,965
Operating Income is favorable by	\$ 96,078
Non-Operating revenue is favorable by	\$ 32,245
Non-Operating Expenses are unfavorable by	\$206,524
Non-Operating Income is unfavorable by	\$174,279
<b>Net income</b> is unfavorable by	\$ 78,201

*International Terminal (Dept 500)*

Operating revenue is unfavorable by	\$ 227,744
Operating expenses are favorable by	\$1,239,654
Operating Income is favorable by	\$1,011,910
Non-Operating revenue is unfavorable by	\$ 132,655
Non-Operating Expenses are favorable by	\$ 581,900
Non-Operating Income is favorable by	\$ 449,245
<b>Net income</b> is favorable by	\$1,461,155

*South Beach (Dept 500)*

Operating revenue is unfavorable by	\$ 222,638
Operating expenses are favorable by	\$ 426,514
Operating Income is favorable by	\$ 203,876
Non-Operating revenue is unfavorable by	\$ 51,578
Non-Operating Expenses are unfavorable by	\$1,359,476
Non-Operating Income is unfavorable by	\$1,411,055
<b>Net income</b> is unfavorable by	\$1,207,178

## NOAA Lease Revenue Fund

### Balance Sheet

As of April 30, 2024, the NOAA Lease Revenue Fund had a cash balance of \$3,423,630 and an available balance of \$1,661,909; the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract.

### Income Statement - Budget vs. Actuals

*NOAA Lease Revenue Fund*

Operating revenue is favorable by	\$ 41,618
Operating expenses are favorable by	\$ 503,016
Operating Income is favorable by	\$ 544,633
Non-Operating revenue is favorable by	\$ 58,186
Non-Operating Expenses are favorable by	\$ 904,127
Non-Operating Income is favorable by	\$ 962,312
<b>Net income</b> is unfavorable by	\$1,506,946

### Reserve Fund

Cash available \$2,349,527

### Bonded Debt Fund:

Cash available \$ 318,814

### Facility Maintenance Fund:

Cash available \$ 461,539

Those with no payment plan as of 04/30/2024:

Each month staff send out past due letters for each category:

Past Due:

30 days Gentle reminder

60 days Reminder

90 days Account on credit hold, no services will be provided until a payment plan is in place.

120 days A reminder to contact us immediately, we will evaluate their account for vessel seizure or may send the account to collections.

###



## DIRECTOR OF OPERATIONS REPORT

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**DATE:** 5/22/2024  
**PERIOD:** April 2024-May 2024  
**TO:** Paula J. Miranda, Executive Director  
**ISSUED BY:** Aaron Bretz

### **OVERVIEW DIROPS**

#### **Summary:**

The Rogue Seawall Project is winding down for the season. The Terminal has been especially busy, and South Beach is picking up for the year. The Commercial Marina is very full; hoist dock has been a little slower than usual, and gear is coming back into the storage lots. Vehicle parking has been on a lot of peoples' minds lately as the City is now enforcing their paid parking program on the street. There have been more Port passes sold, and we have stepped up enforcement of Port passes on the commercial side.

#### **Detail:**

- **Army Corps CAP Section 107 Project (Commercial Marina Channel Dredging) and Port Dock 7 Planning**

The most recent projection for the results of our sampling to be delivered is mid-June. The Army Corps has used the results of the eelgrass survey the Port completed last year to begin looking at eelgrass enhancement work in conjunction with this project.

- **RORO Dock Piling Assessment**

Bid documents are in-progress; preparing to put this project out for bid. We met with the Dept. of Agriculture to determine what steps are necessary to access the federal funding we received for this project.

- **Dredging**

I am awaiting determination of funding sources to put the South Beach Dredging project out for bid. I do anticipate that as the summer kicks off, we will hear more and more complaints from the public about depths in the South Beach Marina.

- **RV Park Annex Redesign**

The survey of the new "annex" location was completed, and that data was sent over to Good Work Architects to incorporate into the concepts. I've seen the preliminary concept plans, and the park looks great.

- **Rogue Seawall**

See my other report regarding the changes in progress on injection. We expect the injection to be finished up to the amount authorized today, May 22<sup>nd</sup>. The barge demobilized at the Terminal last

week, and all the work from the water side has been completed. There has been deflection noted on a group of pilings after injection on the east end of the wall. The most pronounced piling deflection was 3". We are currently investigating the problem, and as soon as I have a definite cause of the issue, I will know what the fix is and will report on it then. There are several scenarios that are possible, but the location is in the immediate vicinity of the monitoring well and the concerns revolve around the tie-back that exists in that area. There has been no damage to the building, which is set back from the edge in this area (it's part of the new addition), but we are taking this situation very seriously and verifying that the wall has stabilized before we determine repair methods. If the wall is still not completely stable, the repairs will be urgent, and we may seek additional authorization to take action if necessary. I should know more by the time of the Commission Meeting.

- **MARAD PIDP Grant:**

I've completed the letters for consultation with the Tribes, and the engineering risk register. I've provided this information to MARAD.

- **Code Enforcement:**

Because the City has implemented paid parking on the bayfront, and has been very efficient in their enforcement efforts through the use of automation, we've had to step up Code enforcement in the Commercial Marina. Without enforcing the use of Commercial Fishermen parking passes, tourists would be able to use the Port lots with impunity, and now that the City is requiring paid parking, they have all the more motivation to attempt to park on Port lots. We're doing our best, but we have received some vehement pushback from a core group of individuals who generally oppose the Port's efforts to enforce any portion of the Code. When we are faced with individuals who act out, threaten, and harass employees of the Port, or refuse to abide by the Facilities Code despite numerous warnings, citations, and opportunities to do the right thing, we are moving forward with exclusion for the most serious situations. In doing so, after issuing exclusion notices for those who refuse to follow the terms of use for the Port, we have most often gained compliance.

- **Fish Cleaning Tables**

We are doing our best to have the second new table installed and operational by Memorial Day, but we may not reach that goal; it will be close.

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

### **Billable Services Performed this Period (june)**

Forklift –99 hrs

Moorage – 153 Days

Hydraulic Crane -83.5 hrs

Hoist Dock Tie Up –104 hrs

Labor – 180.5 hrs

120V power – 0 hrs

Other Overtime Billed 2.25 hrs

208V power – 160 Days

## **South Beach Marina:**

☒ **We had 452 launches @ \$4072 between 4/1/2024 5/1/2024**

**Recreational Marina:** With spring here, the mowing and weed eating has begun. We have had enough general call outs and short staffing that our larger projects and maintenance tasks are behind schedule. We still anticipate starting the 2<sup>nd</sup> of the two fish tables before summer. The crew started work on the fish table the last week of April and we should have a fully operational fish table by the 3<sup>rd</sup> week of May. The C dock gate will be the second project. Once the fish table goes in this will get started. We have multiple floats/fingers that need to be leveled and tightened. The whole facility is getting re-striped and curbs painted over the next few days. This project got stalled out due to weather. The Striper will return next week once the weather gets better. More boats have been hauled out and placed over at the cherry plant for disposal. We will be needing to install new rub rails on the fuel dock due to rotting, age, and damage. More signage will be installed to hopefully help curb citation complaints. The crew installed more sign post along the long curb of the brewery and will have the signs on them in the coming days.

**Commercial Marina:** Crew still continues with offloads and gear change overs as crabbing is starting to wind down. Gear is still getting switched over. We plan on taking over more of the paved lot for storage for more revenue. New cleats are finished. Once appropriately staffed they will be installed. Anytime staff is working on pedestals they are installing GFCI breakers which is causing a bit of turmoil with some of the vessels and users. With more boats having been seized and more to come, we are not staffed to appropriately maintain and take care of this many vessels, especially the shape that they were left in. Once things level out for changeovers the crew will get back to more maintenance driven tasks. Working on contract for concrete, window, and building cleaning. Should have it set up by next week.

## **Staffing:**

With the amount of seized vessels in our possession on both sides of the bay, it's becoming a full time job pumping and checking them on a regular basis which takes away from more important tasks. This still holds. We keep acquiring more boats every month which makes for more lost time in multiple departments. South beach will be back to a full crew on the 15<sup>th</sup> with a new hire. Tony, our new hire is working out great so far. Commercial Marina is 2 people short. We do have candidates that we anticipate hiring. We have made two offers and we anticipate them starting on the 13<sup>th</sup>. South Beach crew will need to take the A B fuel dock inspection class because the only people that currently have it are myself, Wyman, and Andrew who is now at NOAA. I am working with Ken Pike to get this arrangement. We also need to look out our First Aid CPR Class as well.

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

### **Special Projects:**

Vessels Using the Facility Since My Last Report – None.

Coastal Refrigeration replaced Heat Pump 6 on the warehouse roof.

Replaced fan motor and grate on Heat Pump 3.

Andrew vacation – 1 week.

Still working on emergency generator fuel tank replacement. The RFQ is posted on Oregon Buys. Andrew and I have been answering questions and conducting site visits with contractors.

Performance systems replaced the fire alarm and emergency pull stations on the floating dock. There are still some boxes to replace there, but they are all on-line.

Climatech updated the Building Automation System to WebCTRL 8.5. After some initial hiccups, everything seems to be running fine.

I ordered the replacement parts and install for the pier lighting inverter. \$11,000.00+

No sign of nesting gulls yet, but we are starting to check the pier.

Turned the irrigation system back on for the summer. Made the usual seasonal adjustments to the Building Automation System.

Molly Kunze is no longer the point of contact for the NOAA lease. New contact is Lori Torres.