

PORT OF NEWPORT COMMISSION MEETING

Tuesday, November 19, 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/2024-11-19-commission-meetings-2024-november-19-2024-6-00-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, November 18, 2024: <https://www.portofnewport.com/2024-11-19-commission-meetings-2024-november-19-2024-6-00-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.....Oct. 22.....Page 2
- B. Financial ReportsPage 4
- C. Accounts PaidPage 19
- D. Approval of NOAA ClimaTech AgreementPage 25

V. Old Business

- A. Lines Agreement Discussion – *Miranda*.....Page 28
- B. Approval of ConnectOregon Grant Agreement - *Bretz*.....Page 32

VI. Staff Reports

- A. Executive Director’s Report – *Miranda*.....Page 71
 - 1. Director of Finance and Business Services - *Brown*.....Page 74
 - 2. Director of Operations/Deputy Executive Director – *Bretz*.....Page 83

VII. Commissioner Reports

VIII. Calendar/Future Considerations 2024

- Thanksgiving – Port Offices Closed.....Nov. 28 and 29, 2024
- Next Commission Meeting.....Dec. 17, 2024

IX. Public Comment

X. Adjournment

October 22, 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, Lackey, Ruddiman, and Retherford. Commissioner Chuck arrived at 6:02 p.m. Also in attendance were Executive Director Paula Miranda, Director of Business and Finance Services Mark Brown, Operations Director/Deputy Executive Director Aaron Bretz, Administrative Assistant Gloria Tucker, and NOAA Maintenance I Andrew Meats.

CHANGES TO THE AGENDA

Miranda recommended moving the Capital Improvements Update to Old Business, following New Business. Sylvia moved the agenda item.

CONSENT CALENDAR

MOTION was made by Lackey, seconded by Ruddiman, to approve the consent calendar as presented. The motion carried 4-0 in a voice vote.

NEW BUSINESS

Employee Anniversary Recognition – Andrew Meats – 5 Years. Sylvia introduced the agenda item. Miranda, Bretz, and the Commission thanked Meats for his service.

OLD BUSINESS

Capital Improvements Update. Sylvia introduced the agenda item. Miranda presented the capital improvements list included in the packet. Retherford asked if the Port received the funding for the Port Dock 7 project. Miranda replied the ConnectOregon funding was confirmed on October 10. She stated the Port is still waiting to hear about the MARAD grant.

Bretz reported he is working on the specifications for the new Terminal equipment. He noted the grading work would take place over the summer. Retherford asked on the capital improvements list, if all the cost estimates have been updated. Miranda replied the cost estimates are updated as the projects get closer. She explained some projects won't happen for several years. Sylvia stated staff could summarize the totals at the bottom. He suggested including total expense, total spent, and total secured funding. Miranda added staff could include percentage of operation funds, grants, and loans. Discussion ensued on Port Dock 7 costs and funding. Discussion ensued on impact to eel grass. Sylvia asked where the regulations on eel grass comes from. Bretz replied it is under the [Magnuson-Stevens Fishery Conservation and Management Act]. Chuck added the Port mitigates for disturbing the area, but the eel grass grows back. He suggested the Port should get credit for that. Discussion ensued on the Yaquina Bay Estuary Management Plan. Lackey asked if sea lion impacts to salmon get discussed. Bretz replied people don't take it seriously, but it

should be quantified. Sylvia added bills are going to be introduced to prevent mechanical dredging of oysters because of the impact to eel grass. Chuck suggested the priority ranking on the list be explained. Discussion ensued on possible stories in the newsletter. Retherford suggested people come to the Port with their questions before making comments. She added the door is open for communication.

MOTION was made by Retherford, seconded by Chuck, the Capital Improvement List as reflected in the Strategic Plan to be replaced and adopted with the most recent updated as attached. The motion carried unanimously in a voice vote.

STAFF REPORTS

Executive Director Report. Miranda reported she has an upcoming meeting with Pacific Seafood on the wastewater issue. She announced Jon Gonzalez passed away. She stated she and Retherford attended the OPPA Conference. She overviewed the topics discussed. She noted she and Chuck attended the PNWA Conference. She overviewed the topics discussed. She added she is now the President of PNWA.

Bretz reported he has had discussions with the Army Corps on sediment and mudstone disposal from dredging. He noted for the city's dam project, the engineers are HDR and they are looking for material for the concrete. He explained mudstone can be used for concrete. He indicated he sent them the reports on the drilling samples. He added if they can use that material, that would be a massive benefit to the Port and city.

Bretz reported he had a conversation with a company interested in using the PacWave energy site. He explained they have an operation in Portugal that he thinks between the Port, Rondys, and Sause Bros. can be duplicated. He noted they are building devices, and they want to put two at the test sites. He indicated the city adopted a resolution to review the Yaquina Bay Estuary Plan code changes every two to three years.

Brown reported occupancy has stayed steady. He noted he did a cash flow analysis and shared that with Miranda and Bretz. He added it looks like the Port can operate this year within the budget.

COMMISSIONER REPORTS

Chuck reported at the PNWA Conference there was talk about prioritizing a way to do mitigation credits. He added there were good discussions on wind energy, and the leases have been tabled.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:16 p.m.



PON BALANCE SHEET

Period: 07/01/24..10/31/24

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year
Assets		
Current Assets		
Cash Deposits	584,027	2,663,521
Funds received, not cleared	(3,869)	774
Total Cash	580,158	2,664,295
Other Current Assets		
Cash on hand - Petty Cash	550	550
Cash on hand - Cash Drawers	825	825
Accounts Receivable	40,160	1,068,025
Property Tax Receivable	6,597	5,472
Grants Receivable	5	(105,589)
Lease Receivable Current	533,696	0
Allowance for Bad Debt	(50,000)	(50,000)
Interfund Activity Receivable	48,651	494,637
Prepaid Expenses	179,067	188,989
Assets Held for Sale	0	0
Total Other Current Assets	759,551	1,602,909
Current Assets, Total	1,339,709	4,267,204
Total Non-current Assets	51,208,652	48,239,017
Deferred Outflows of Resources	396,526	396,526
Assets, Total	52,151,835	52,109,695
Liabilities		
Total Current Liabilities	1,208,744	2,116,260
Total Non Current Liabilities	6,060,777	6,001,586
PERS Deferred Inflows	726,760	726,760
Total Liabilities	9,632,465	8,844,605
Restricted Fund Balance	0	1,140,000
Assigned Fund Balance	667,000	667,000
Unrestricted fund Balance	34,051,525	34,766,714
Contributed Capital	7,130,788	7,130,788
Total Fund Balance	41,849,313	43,704,502
Net asset change	857,139	(156,943)
Net Assets	42,519,370	43,265,089



Port of Newport Summary income Statement

11/12/2024
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Period: 07/01/24..10/31/24

Port of Newport

General Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	330,070	403,333	(73,264)
Moorage	968,517	1,231,318	(262,801)
Services	80,191	102,800	(22,609)
Cargo	2,062	88,469	(86,407)
RV Park Space Rentals	735,653	1,188,000	(452,347)
Fees	301,648	258,637	43,011
Fines and Penalties	0	0	0
Property Tax Revenue	1,303	120,000	(118,697)
Discounts and Refunds	(20,560)	(8,333)	(12,227)
Overages and Shortages	(69)	0	(69)
Miscellaneous Operating Revenue	156,669	50,939	105,730
Total Operating Revenue	2,554,828	3,435,163	(880,335)
OPERATING EXPENSES			
Salaries, OT, & Benefits	934,314	1,075,215	(140,902)
Materials, Services	738,870	1,412,685	(673,815)
Total Operating Expenses	1,673,184	2,487,901	(814,717)
Earnings (Loss) Before Deprec	881,644	947,262	(65,619)
NON-OPERATING REVENUES			
Interest	9,680	0	9,680
Total Non-operating Revenues	9,680	0	9,680
NON-OPERATING EXPENSES			
Debt Service	84,009	110,850	(26,841)
Capital Outlays	569,485	568,495	990
Transfers Out to Other Funds	10,895	0	10,895
Total Non-Operating Expenses	664,388	679,345	(14,957)
Non-Operating Income (Loss)	(654,708)	(679,345)	24,637
Net Income (Loss)	226,936	267,917	(40,982)
Depreciation Expense	679,948	649,941	30,007
Net Income After Depreciation	(453,012)	(382,024)	(70,989)
Loan Revenue	1,140,000	0	1,140,000
Net income after Deprec & Loan Revenue	686,988	(382,024)	1,069,011



Port of Newport Summary income Statement

11/12/2024
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Period: 07/01/24..10/31/24

Port of Newport

General Fund

000 - Unallocated

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	0	0	0
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	0	0	0
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	0	0	0
Total Operating Revenue	0	0	0
OPERATING EXPENSES			
Total Operating Expenses	0	0	0
Earnings (Loss) Before Deprec	0	0	0
<hr/> <hr/>			
NON-OPERATING REVENUES			
Total Non-operating Revenues	0	0	0
NON-OPERATING EXPENSES			
Debt Service	84,009	110,850	(26,841)
Transfers Out to Other Funds	10,895	0	10,895
Total Non-Operating Expenses	94,904	110,850	(15,946)
Non-Operating Income (Loss)	(94,904)	(110,850)	15,946
Net Income (Loss)	(94,904)	(110,850)	15,946
Depreciation Expense	0	0	0
Net Income After Depreciation	(94,904)	(110,850)	15,946
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	(94,904)	(110,850)	15,946



Port of Newport Summary income Statement

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Period: 07/01/24..10/31/24

Port of Newport

General Fund

100 - Administration

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	0	0	0
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	44	0	44
Fines and Penalties	0	0	0
Property Tax Revenue	1,303	120,000	(118,697)
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	1,948	0	1,948
Total Operating Revenue	3,294	120,000	(116,706)
OPERATING EXPENSES			
Salaries, OT, & Benefits	381,437	399,478	(18,041)
Materials, Services	185,935	492,459	(306,524)
Total Operating Expenses	567,372	891,937	(324,565)
Earnings (Loss) Before Deprec	(564,077)	(771,937)	207,859
NON-OPERATING REVENUES			
Interest	9,680	0	9,680
Total Non-operating Revenues	9,680	0	9,680
NON-OPERATING EXPENSES			
Total Non-Operating Expenses	0	0	0
Non-Operating Income (Loss)	9,680	0	9,680
Net Income (Loss)	(554,397)	(771,937)	217,540
Depreciation Expense	30,007	0	30,007
Net Income After Depreciation	(584,404)	(771,937)	187,533
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	(584,404)	(771,937)	187,533



Port of Newport Summary income Statement

Period: 07/01/24..10/31/24

Port of Newport

General Fund

300 - Commercial Marina

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	84,196	106,667	(22,471)
Moorage	251,304	250,000	1,304
Services	12,183	86,400	(74,217)
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	82,688	110,080	(27,392)
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	(6,185)	(3,333)	(2,851)
Overages and Shortages	(19)	0	(19)
Miscellaneous Operating Revenue	35,019	5,333	29,686
Total Operating Revenue	458,430	555,146	(96,717)
OPERATING EXPENSES			
Salaries, OT, & Benefits	175,550	241,656	(66,106)
Materials, Services	148,368	300,833	(152,465)
Total Operating Expenses	323,918	542,490	(218,572)
Earnings (Loss) Before Deprec	134,512	12,657	121,855
NON-OPERATING REVENUES			
Total Non-operating Revenues	0	0	0
NON-OPERATING EXPENSES			
Capital Outlays	243,318	243,318	0
Total Non-Operating Expenses	243,318	243,318	0
Non-Operating Income (Loss)	(243,318)	(243,318)	0
Net Income (Loss)	(108,806)	(230,661)	121,855
Depreciation Expense	53,858	53,858	0
Net Income After Depreciation	(162,664)	(284,519)	121,855
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	(162,664)	(284,519)	121,855



Port of Newport Summary income Statement

Period: 07/01/24..10/31/24

Port of Newport

General Fund

500 - International Terminal

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	52,370	66,667	(14,296)
Moorage	66,713	61,514	5,199
Services	68,008	16,313	51,695
Cargo	2,062	88,469	(86,407)
RV Park Space Rentals	0	0	0
Fees	89,800	35,000	54,800
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	120,000	45,467	74,533
Total Operating Revenue	398,953	313,430	85,523
OPERATING EXPENSES			
Salaries, OT, & Benefits	106,786	101,690	5,096
Materials, Services	87,849	163,933	(76,085)
Total Operating Expenses	194,635	265,624	(70,989)
Earnings (Loss) Before Deprec	204,318	47,806	156,512
NON-OPERATING REVENUES			
Total Non-operating Revenues	0	0	0
NON-OPERATING EXPENSES			
Total Non-Operating Expenses	0	0	0
Non-Operating Income (Loss)	0	0	0
Net Income (Loss)	204,318	47,806	156,512
Depreciation Expense	432,061	432,061	0
Net Income After Depreciation	(227,742)	(384,255)	156,513
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	(227,742)	(384,255)	156,513



Port of Newport Summary income Statement

Period: 07/01/24..10/31/24

Port of Newport

General Fund

700 - South Beach

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	193,504	230,000	(36,496)
Moorage	650,500	919,804	(269,304)
Services	0	87	(87)
Cargo	0	0	0
RV Park Space Rentals	735,653	1,188,000	(452,347)
Fees	129,117	113,557	15,560
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	(14,375)	(5,000)	(9,375)
Overages and Shortages	(51)	0	(51)
Miscellaneous Operating Revenue	(298)	139	(437)
Total Operating Revenue	1,694,151	2,446,587	(752,436)
OPERATING EXPENSES			
Salaries, OT, & Benefits	270,373	332,391	(62,018)
Materials, Services	314,947	455,460	(140,513)
Total Operating Expenses	585,320	787,851	(202,531)
Earnings (Loss) Before Deprec	1,108,831	1,658,736	(549,906)
NON-OPERATING REVENUES			
Total Non-operating Revenues	0	0	0
NON-OPERATING EXPENSES			
Capital Outlays	326,167	325,177	990
Total Non-Operating Expenses	326,167	325,177	990
Non-Operating Income (Loss)	(326,167)	(325,177)	(990)
Net Income (Loss)	782,664	1,333,559	(550,896)
Depreciation Expense	164,022	164,022	0
Net Income After Depreciation	618,641	1,169,537	(550,896)
Loan Revenue	1,140,000	0	1,140,000
Net income after Deprec & Loan Revenue	1,758,641	1,169,537	589,104

Period: 07/01/24..10/31/24

Port of Newport

NOAA Lease Fund

All amounts are in USD.

Description	Current Year	Previous Year
Assets		
Current Assets		
Cash Deposits	2,274,006	2,733,328
Funds received, not cleared	0	0
Total Cash	2,274,006	2,733,328
Other Current Assets		
Cash on hand - Petty Cash	0	0
Cash on hand - Cash Drawers	0	0
Accounts Receivable	0	215,599
Property Tax Receivable	0	0
Grants Receivable	0	0
Lease Receivable Current	1,753,088	0
Allowance for Bad Debt	0	0
Interfund Activity Receivable	(48,651)	13,812
Prepaid Expenses	62,783	54,753
Assets Held for Sale	0	0
Total Other Current Assets	1,767,220	284,163
Current Assets, Total	4,041,226	3,017,491
Total Non-current Assets	37,565,380	19,511,555
Deferred Outflows of Resources	(346,767)	(369,744)
Assets, Total	41,953,373	22,898,790
Liabilities		
Total Current Liabilities	1,599,533	2,438,619
Total Non Current Liabilities	9,685,000	11,135,000
PERS Deferred Inflows	38,251	38,251
Total Liabilities	31,484,915	13,611,870
Restricted Fund Balance	1,761,721	1,761,721
Committed Fund Balance	432,000	432,000
Unrestricted fund Balance	7,021,330	7,878,900
Total Fund Balance	9,215,051	10,072,621
Net asset change	335,527	(1,669,123)
Net Assets	10,468,458	9,286,920



Port of Newport Summary income Statement

11/12/2024
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Period: 07/01/24..10/31/24

Port of Newport

NOAA Lease Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	862,395	888,264	(25,869)
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	0	0	0
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	0	0	0
Total Operating Revenue	862,395	888,264	(25,869)
OPERATING EXPENSES			
Salaries, OT, & Benefits	81,121	88,791	(7,670)
Materials, Services	142,648	320,536	(177,888)
Total Operating Expenses	223,769	409,327	(185,558)
Earnings (Loss) Before Deprec	638,626	478,937	159,689
<hr/> NON-OPERATING REVENUES			
Interest	4,265	2,167	2,099
Total Non-operating Revenues	4,265	2,167	2,099
NON-OPERATING EXPENSES			
Debt Service	1,595,679	1,592,679	3,000
Capital Outlays	8,921	8,921	0
Total Non-Operating Expenses	1,604,600	1,601,600	3,000
Non-Operating Income (Loss)	(1,600,335)	(1,599,433)	(901)
Net Income (Loss)	(961,708)	(1,120,496)	158,788
Depreciation Expense	497,120	497,120	0
Net Income After Depreciation	(1,458,828)	(1,617,616)	158,788
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	(1,458,828)	(1,617,616)	158,788

Period: 07/01/24..10/31/24

Port of Newport

Reserve Fund

All amounts are in USD.

Description	Current Year	Previous Year
Assets		
Current Assets		
Cash Deposits	2,398,247	1,951,464
Funds received, not cleared	0	0
Total Cash	2,398,247	1,951,464
Other Current Assets		
Cash on hand - Petty Cash	0	0
Cash on hand - Cash Drawers	0	0
Accounts Receivable	0	0
Property Tax Receivable	0	0
Grants Receivable	0	0
Lease Receivable Current	0	0
Allowance for Bad Debt	0	0
Interfund Activity Receivable	0	357,759
Prepaid Expenses	0	0
Assets Held for Sale	0	0
Total Other Current Assets	0	357,759
Current Assets, Total	2,398,247	2,309,223
Total Non-current Assets	0	0
Deferred Outflows of Resources	0	0
Assets, Total	2,398,247	2,309,223
Liabilities		
Total Current Liabilities	0	3,526
Total Non Current Liabilities	0	0
PERS Deferred Inflows	0	0
Total Liabilities	0	3,526
Restricted Fund Balance	2,368,997	2,278,075
Total Fund Balance	2,368,997	2,278,075
Net asset change	29,249	27,622
Net Assets	2,398,247	2,305,697



Port of Newport Summary income Statement

Period: 07/01/24..10/31/24

Port of Newport

Reserve Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	0	0	0
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	0	0	0
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	0	0	0
Total Operating Revenue	0	0	0
OPERATING EXPENSES			
Total Operating Expenses	0	0	0
Earnings (Loss) Before Deprec	0	0	0
<hr/> <hr/>			
NON-OPERATING REVENUES			
Interest	29,249	2,667	26,583
Total Non-operating Revenues	29,249	2,667	26,583
NON-OPERATING EXPENSES			
Total Non-Operating Expenses	0	0	0
Non-Operating Income (Loss)	29,249	2,667	26,583
Net Income (Loss)	29,249	2,667	26,583
Depreciation Expense	0	0	0
Net Income After Depreciation	29,249	2,667	26,583
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	29,249	2,667	26,583



PON BALANCE SHEET

Period: 07/01/24..10/31/24

Port of Newport

Bonded Debt Fund

All amounts are in USD.

Description	Current Year	Previous Year
Assets		
Current Assets		
Cash Deposits	170,628	151,132
Funds received, not cleared	0	0
Total Cash	170,628	151,132
Other Current Assets		
Cash on hand - Petty Cash	0	0
Cash on hand - Cash Drawers	0	0
Accounts Receivable	0	0
Property Tax Receivable	37,688	31,469
Grants Receivable	0	0
Lease Receivable Current	0	0
Allowance for Bad Debt	0	0
Interfund Activity Receivable	0	0
Prepaid Expenses	0	0
Assets Held for Sale	0	0
Total Other Current Assets	37,688	31,469
Current Assets, Total	208,316	182,601
Total Non-current Assets	132,750	139,746
Deferred Outflows of Resources	(516,878)	(553,084)
Assets, Total	857,943	875,431
Liabilities		
Total Current Liabilities	455,000	435,000
Total Non Current Liabilities	10,453,450	10,952,487
PERS Deferred Inflows	0	0
Total Liabilities	10,908,450	11,387,487
Restricted Fund Balance	(10,059,812)	(10,523,329)
Total Fund Balance	(10,059,812)	(10,523,329)
Net asset change	9,305	11,272
Net Assets	(10,050,507)	(10,512,056)



Port of Newport Summary income Statement

Period: 07/01/24..10/31/24

Port of Newport

Bonded Debt Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	0	0	0
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	0	0	0
Fines and Penalties	0	0	0
Property Tax Revenue	8,464	0	8,464
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	0	0	0
Total Operating Revenue	8,464	0	8,464
OPERATING EXPENSES			
Total Operating Expenses	0	0	0
Earnings (Loss) Before Deprec	8,464	0	8,464
<hr/> <hr/>			
NON-OPERATING REVENUES			
Interest	840	333	507
Total Non-operating Revenues	840	333	507
NON-OPERATING EXPENSES			
Total Non-Operating Expenses	0	0	0
Non-Operating Income (Loss)	840	333	507
Net Income (Loss)	9,305	333	8,971
Depreciation Expense	0	0	0
Net Income After Depreciation	9,305	333	8,971
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	9,305	333	8,971



PON BALANCE SHEET

Period: 07/01/24..10/31/24

Port of Newport

Facility Maintenance Reserve Fund

All amounts are in USD.

Description	Current Year	Previous Year
Assets		
Current Assets		
Cash Deposits	474,932	449,069
Funds received, not cleared	0	0
Total Cash	474,932	449,069
Other Current Assets		
Cash on hand - Petty Cash	0	0
Cash on hand - Cash Drawers	0	0
Accounts Receivable	0	0
Property Tax Receivable	0	0
Grants Receivable	0	0
Lease Receivable Current	0	0
Allowance for Bad Debt	0	0
Interfund Activity Receivable	0	0
Prepaid Expenses	0	0
Assets Held for Sale	0	0
Total Other Current Assets	0	0
Current Assets, Total	474,932	449,069
Total Non-current Assets	0	0
Deferred Outflows of Resources	0	0
Assets, Total	474,932	449,069
Liabilities		
Total Current Liabilities	0	0
Total Non Current Liabilities	0	0
PERS Deferred Inflows	0	0
Total Liabilities	0	0
Assigned Fund Balance	502,549	488,111
Unrestricted fund Balance	(34,923)	81,438
Total Fund Balance	467,626	569,549
Net asset change	7,306	(120,480)
Net Assets	474,932	449,069



Port of Newport Summary income Statement

11/12/2024
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MBROWN

Period: 07/01/24..10/31/24

Port of Newport

Facility Maintenance Reserve Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	0	0	0
Moorage	0	0	0
Services	0	0	0
Cargo	0	0	0
RV Park Space Rentals	0	0	0
Fees	0	0	0
Fines and Penalties	0	0	0
Property Tax Revenue	0	0	0
Discounts and Refunds	0	0	0
Overages and Shortages	0	0	0
Miscellaneous Operating Revenue	0	0	0
Total Operating Revenue	0	0	0
OPERATING EXPENSES			
Materials, Services	1,108	0	1,108
Total Operating Expenses	1,108	0	1,108
Earnings (Loss) Before Deprec	(1,108)	0	(1,108)
<hr/> NON-OPERATING REVENUES			
Interest	6,719	1,000	5,719
Transfers In from Other Funds	10,895	0	10,895
Total Non-operating Revenues	17,613	1,000	16,613
NON-OPERATING EXPENSES			
Capital Outlays	9,200	9,200	0
Total Non-Operating Expenses	9,200	9,200	0
Non-Operating Income (Loss)	8,413	(8,200)	16,613
Net Income (Loss)	7,306	(8,200)	15,506
Depreciation Expense	0	0	0
Net Income After Depreciation	7,306	(8,200)	15,506
Loan Revenue	0	0	0
Net income after Deprec & Loan Revenue	7,306	(8,200)	15,506

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/30/2024	Direct TV**AUTOPOST**	PPI05628	Electricity - TV RV Annex	General Fund	South Beach	\$567.30
10/22/2024	First Interstate Bank MC **AUTOPOST**	PPI05621	Credit Cards Payable - MB	General Fund	Administration	\$801.47
10/22/2024	First Interstate Bank MC **AUTOPOST**	PPI05620	Credit Cards Payable - PM	General Fund	Administration	\$1,110.37
10/22/2024	First Interstate Bank MC **AUTOPOST**	PPI05619	Credit Cards Payable - AB	General Fund	Administration	\$1,974.41
10/22/2024	First Interstate Bank MC **AUTOPOST**	PPI05618	Credit Cards Payable - DM	General Fund	International Terminal	\$107.46
10/22/2024	First Interstate Bank MC **AUTOPOST**	PPI05617	Credit Cards Payable - GT	General Fund	Administration	\$727.79
10/15/2024	OBDD	PPI05609	Debt Service - Principal	General Fund	Unallocated	\$10,303.49
10/31/2024	OR Business Development Dept. -OBDD	PPI05608	Debt Service - Principal	General Fund	Unallocated	\$7,800.00
10/31/2024	Windcave - AutoPay	PPI05607	Fees	General Fund	Multiple	\$175.00
10/25/2024	PERS-Autopay	PPI05606	Retirement Payable	General Fund	Multiple	\$2,152.24
10/25/2024	PERS-Autopay	PPI05605	Retirement Payable	General Fund	Multiple	\$638.65
10/5/2024	PERS-Autopay	PPI05604	Retirement Payable	General Fund	Multiple	\$13,732.17
10/11/2024	PERS-Autopay	PPI05603	Retirement Payable	General Fund	Multiple	\$3,989.01
10/18/2024	Asure - ***AUTOPOST***	PPI05602	Payroll taxes - PPE	General Fund	Multiple	\$25,324.98
10/22/2024	Asure - ***AUTOPOST***	PPI05601	Payroll taxes - PPE	General Fund	Multiple	\$289.79
10/2/2024	Asure - ***AUTOPOST***	PPI05600	Payroll taxes - PPE	General Fund	Multiple	\$1,672.08
10/29/2024	Asure - ***AUTOPOST***	PPI05599	Payroll taxes - PPE	General Fund	Multiple	\$479.30
10/4/2024	Asure - ***AUTOPOST***	PPI05598	Payroll taxes - PPE	General Fund	Multiple	\$25,175.06
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05589	Electricity	General Fund	South Beach	\$117.83
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05588	Electricity	General Fund	South Beach	\$95.44
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05587	Electricity	General Fund	International Terminal	\$747.64
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05586	Electricity	General Fund	Commercial Marina	\$709.81
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05585	Electricity	General Fund	South Beach	\$226.51
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05584	Electricity	General Fund	Commercial Marina	\$353.73
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05583	Electricity	General Fund	South Beach	\$107.71
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05582	Electricity	General Fund	Commercial Marina	\$64.39
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05581	Electricity	General Fund	South Beach	\$1,098.99
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05580	Electricity	General Fund	South Beach	\$540.97
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05579	Electricity	General Fund	South Beach	\$1,095.61
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05578	Electricity	General Fund	South Beach	\$119.82
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05577	Electricity	General Fund	South Beach	\$156.15
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05576	Electricity	General Fund	South Beach	\$549.01
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05575	Electricity	General Fund	Commercial Marina	\$32.48
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05574	Electricity	General Fund	Commercial Marina	\$614.04
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05573	Electricity	General Fund	Commercial Marina	\$434.17
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05572	Electricity	General Fund	South Beach	\$122.07
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05571	Electricity	General Fund	South Beach	\$59.03
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05570	Electricity	General Fund	South Beach	\$48.33
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05569	Electricity	General Fund	South Beach	\$69.93
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05568	Electricity	General Fund	South Beach	\$59.60
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05567	Electricity	General Fund	South Beach	\$101.45
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05566	Electricity	General Fund	South Beach	\$75.31
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05565	Electricity	General Fund	Commercial Marina	\$1,239.00

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05564	Electricity	General Fund	South Beach	\$215.71
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05563	Electricity	General Fund	Commercial Marina	\$311.26
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05562	Electricity	General Fund	Commercial Marina	\$2,384.24
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05561	Electricity	General Fund	South Beach	\$67.07
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05560	Electricity	General Fund	South Beach	\$896.81
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05559	Electricity	General Fund	South Beach	\$629.18
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05558	Electricity	General Fund	South Beach	\$41.13
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05557	Electricity	General Fund	South Beach	\$455.07
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05556	Electricity	General Fund	South Beach	\$779.65
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05555	Electricity	General Fund	South Beach	\$807.32
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05554	Electricity	General Fund	South Beach	\$309.21
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05553	Electricity	General Fund	South Beach	\$961.37
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05552	Electricity	General Fund	South Beach	\$902.22
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05551	Electricity	General Fund	South Beach	\$212.36
10/31/2024	Central Lincoln PUD**AUTOPOST**	PPI05550	Electricity	General Fund	Administration	\$757.17
10/31/2024	City of Newport Water**AUTOPOST**	PPI05549	Water	General Fund	South Beach	\$723.75
10/31/2024	City of Newport Water**AUTOPOST**	PPI05548	Water	General Fund	Commercial Marina	\$2,209.10
10/31/2024	City of Newport Water**AUTOPOST**	PPI05547	Water	General Fund	Commercial Marina	\$209.17
10/31/2024	City of Newport Water**AUTOPOST**	PPI05546	Water	General Fund	Commercial Marina	\$55.53
10/31/2024	City of Newport Water**AUTOPOST**	PPI05545	Water	General Fund	South Beach	\$159.65
10/31/2024	City of Newport Water**AUTOPOST**	PPI05544	Water	General Fund	Commercial Marina	\$181.18
10/31/2024	City of Newport Water**AUTOPOST**	PPI05543	Water	General Fund	International Terminal	\$1,025.11
10/31/2024	City of Newport Water**AUTOPOST**	PPI05542	Water	General Fund	South Beach	\$194.94
10/31/2024	City of Newport Water**AUTOPOST**	PPI05541	Water	General Fund	South Beach	\$1,765.73
10/31/2024	City of Newport Water**AUTOPOST**	PPI05540	Water	General Fund	South Beach	\$506.22
10/31/2024	City of Newport Water**AUTOPOST**	PPI05539	Water	General Fund	South Beach	\$351.60
10/31/2024	City of Newport Water**AUTOPOST**	PPI05538	Water	General Fund	South Beach	\$505.70
10/31/2024	City of Newport Water**AUTOPOST**	PPI05537	Water	General Fund	South Beach	\$752.40
10/31/2024	City of Newport Water**AUTOPOST**	PPI05536	Water	General Fund	South Beach	\$2,544.84
10/31/2024	City of Newport Water**AUTOPOST**	PPI05535	Water	General Fund	South Beach	\$92.51
10/31/2024	City of Newport Water**AUTOPOST**	PPI05534	Water	General Fund	South Beach	\$618.12
10/31/2024	City of Newport Water**AUTOPOST**	PPI05533	Water	General Fund	South Beach	\$545.78
10/31/2024	City of Newport Water**AUTOPOST**	PPI05532	Water	General Fund	Commercial Marina	\$1,781.88
10/31/2024	City of Newport Water**AUTOPOST**	PPI05531	Water	General Fund	Commercial Marina	\$1,588.33
10/31/2024	City of Newport Water**AUTOPOST**	PPI05530	Water	General Fund	South Beach	\$282.19
10/31/2024	City of Newport Water**AUTOPOST**	PPI05529	Water	General Fund	Commercial Marina	\$425.50
10/31/2024	City of Newport Water**AUTOPOST**	PPI05528	Water	General Fund	South Beach	\$2,048.87
10/26/2024	Direct TV**AUTOPOST**	PPI05506	Electricity - RV Cable TV	General Fund	South Beach	\$766.10
10/31/2024	Carson Oil Co Inc **AUTOPOST**	PPI05505	Fuel	General Fund	International Terminal	\$187.67
10/1/2024	First Interstate Bank Loan**AUTOPOST**	PPI05485	Debt Service - Interest	General Fund	Unallocated	\$104.72
10/1/2024	First Interstate Bank Loan**AUTOPOST**	PPI05485	Debt Service - Principal	General Fund	Unallocated	\$5,000.59
10/18/2024	Lincoln County Public Works	13752	Fuel	General Fund	Commercial Marina	\$79.73
10/18/2024	Lincoln County Public Works	13752	Fuel	General Fund	International Terminal	\$37.41

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/18/2024	Lincoln County Public Works	13752	Fuel	General Fund	South Beach	\$136.30
10/18/2024	Lincoln County Public Works	13752	Fuel	General Fund	Administration	\$98.70
10/18/2024	Hyak	13751	Contract and Support Services	General Fund	Administration	\$18.00
10/18/2024	Hippo Facility Management Inc	13750	IT Hardware and Software	NOAA Lease Fund		\$4,804.78
10/18/2024	Englund Marine Supply Co Inc	13749	Port Clothing	General Fund	Commercial Marina	\$86.95
10/18/2024	Englund Marine Supply Co Inc	13749	Operating Income - Suspense	General Fund	Commercial Marina	\$794.14
10/18/2024	Carver Inc	13748	Fuel	General Fund	South Beach	\$22.83
10/18/2024	Carver Inc	13748	Fuel	General Fund	South Beach	\$360.26
10/18/2024	Bill's Pest Control LLC	13747	Contract and Support Services	NOAA Lease Fund		\$155.00
10/18/2024	Astound CoastCom By Wave	13746	Electricity	General Fund	South Beach	\$1,032.73
10/18/2024	Astound CoastCom By Wave	13746	Electricity	General Fund	Administration	\$960.00
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies	General Fund	Commercial Marina	\$77.94
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies	General Fund	Commercial Marina	\$77.75
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies - Super-S MVI AW46	General Fund	International Terminal	\$104.67
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies - AA Industrial Batteries	General Fund	International Terminal	\$5.96
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies - AAA Industrial Batteries	General Fund	International Terminal	\$5.96
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies - Radiator Cap	General Fund	International Terminal	\$12.49
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Operating Supplies	General Fund	International Terminal	\$37.99
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Shipping and Freight	General Fund	International Terminal	\$45.00
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Radiator Hose	General Fund	International Terminal	\$70.00
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Radiator Hose	General Fund	International Terminal	\$85.00
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Repairs and Maintenance	General Fund	International Terminal	\$3.20
10/18/2024	TWGW Inc NAPA Auto Parts	13745	Repairs and Maintenance	General Fund	International Terminal	\$3.04
10/18/2024	Associated Cleaning Services Inc	13744	Professional Services	NOAA Lease Fund		\$1,507.00
10/18/2024	T & L Chemical Toilet Service LLC	13743	Contract and Support Services	General Fund	South Beach	\$90.00
10/18/2024	T & L Chemical Toilet Service LLC	13743	Contract and Support Services	General Fund	International Terminal	\$90.00
10/18/2024	T & L Chemical Toilet Service LLC	13743	Contract and Support Services	General Fund	Commercial Marina	\$760.00
10/18/2024	Suburban Propane	13742	Propane	General Fund	Commercial Marina	\$175.54
10/18/2024	Staples Advantage	13741	Office Expense	General Fund	Administration	\$79.34
10/18/2024	Simply Design Studios	13740	Professional Services	General Fund	South Beach	\$250.00
10/18/2024	Simply Design Studios	13740	Professional Services	General Fund	Administration	\$125.00
10/18/2024	OR Government Ethics Commission	13739	Licenses and Permits - GOV Ethis FY25	General Fund	Administration	\$1,134.82
10/18/2024	OR Dept of State Lands	13738	APP0064148 - 2024 Base Fee Fill Renewal	General Fund	Unallocated	\$990.00
10/18/2024	Norton Corrosion Limited LLC	13737	Professional Services	NOAA Lease Fund		\$5,235.00
10/18/2024	Northern Tool + Equipment	13736	Repairs and Maintenance	General Fund	South Beach	\$1,973.55
10/18/2024	Newport Sign Shop	13735	Repairs and Maintenance	General Fund	South Beach	\$471.00
10/18/2024	Newport Sign Shop	13735	Repairs and Maintenance	General Fund	South Beach	\$1,060.00
10/18/2024	Newport Sign Shop	13735	Repairs and Maintenance	General Fund	Commercial Marina	\$3,876.00
10/18/2024	Newport Rental Service	13734	Equipment	NOAA Lease Fund		\$242.50
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - Giant Wooden Yard Dice Set	General Fund	South Beach	\$39.98
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - American Games 1on Blue Bingo pa	General Fund	South Beach	\$9.84
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - University Games Outdoor	General Fund	South Beach	\$23.95
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - Supete No Card Game 4pack	General Fund	South Beach	\$25.00

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - Deluxe Bingo Game Set	General Fund	South Beach	\$22.99
10/18/2024	Amazon Capital Services Inc	13733	Office Expense - Wooden Fave Changing Magic Cube	General Fund	South Beach	\$18.99
10/18/2024	Amazon Capital Services Inc	13733	Office Expense 150piece Magnetic Tiles building set	General Fund	South Beach	\$69.99
10/18/2024	Amazon Capital Services Inc	13733	Office Expense	General Fund	Administration	\$6.69
10/18/2024	Amazon Capital Services Inc	13733	Equipment	NOAA Lease Fund		\$9.95
10/18/2024	Amazon Capital Services Inc	13733	Equipment	NOAA Lease Fund		\$35.03
10/18/2024	Amazon Capital Services Inc	13733	Repairs and Maintenance	General Fund	South Beach	\$206.11
10/18/2024	Amazon Capital Services Inc	13733	Operating Supplies	NOAA Lease Fund		\$38.00
10/18/2024	Amazon Capital Services Inc	13733	Operating Supplies	NOAA Lease Fund		\$375.20
10/18/2024	VOYA-Autopay	PPI05463	Benefits Payable	General Fund	Administration	\$150.00
10/18/2024	VOYA-Autopay	PPI05463	Benefits Payable	General Fund	Administration	\$150.00
10/18/2024	VOYA-Autopay	PPI05462	Benefits Payable	General Fund	Administration	\$1,230.00
10/18/2024	Washington State Support Registry **AUTOPOST*	PPI05461	Garnishment Withholdings Payable	General Fund	International Terminal	\$408.50
10/1/2024	DE LAGE LANDEN **AUTOPOST**	PPI05432	50369481_2-South Beach	General Fund	South Beach	\$327.88
10/1/2024	DE LAGE LANDEN **AUTOPOST**	PPI05432	50369481_1-Admin	General Fund	Administration	\$327.87
10/1/2024	Central Lincoln PUD**AUTOPOST**	PPI05431	Electricity	General Fund	Administration	\$354.17
10/1/2024	Central Lincoln PUD**AUTOPOST**	PPI05430	Electricity	General Fund	International Terminal	\$479.76
10/11/2024	Northwest Hazmat	13730	Contract and Support Services	General Fund	Commercial Marina	\$8,109.00
10/11/2024	Newport Rental Service	13729	Equipment	NOAA Lease Fund		\$442.00
10/11/2024	Englund Marine Supply Co Inc	13728	Operating Supplies	General Fund	Commercial Marina	\$289.92
10/11/2024	Englund Marine Supply Co Inc	13728	Operating Supplies	General Fund	Commercial Marina	\$104.74
10/11/2024	Englund Marine Supply Co Inc	13728	Repairs and Maintenance	General Fund	Commercial Marina	\$249.27
10/11/2024	Doug's Electric Inc	13727	Contract and Support Services	General Fund	Commercial Marina	\$536.00
10/11/2024	Danelle Butler	13726	Discounts and Refunds	General Fund	South Beach	\$349.76
10/11/2024	Coastal Refrigeration Heating & AC LLC	13725	Repairs and Maintenance- Restore Power	NOAA Lease Fund		\$130.00
10/11/2024	Barrelhead Supply Inc	13724	Repairs and Maintenance	General Fund	South Beach	\$250.70
10/11/2024	Yaquina Boat Equipment Inc	13723	Professional Services	General Fund	South Beach	\$15.80
10/11/2024	Yaquina Boat Equipment Inc	13723	Operating Supplies	General Fund	South Beach	\$70.58
10/11/2024	ULINE	13722	Shipping and Freight	General Fund	South Beach	\$20.50
10/11/2024	ULINE	13722	Office Expense	General Fund	South Beach	\$460.00
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Repairs and Maintenance	General Fund	International Terminal	\$34.95
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$4.29
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$19.99
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$19.99
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$24.99
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$5.29
10/11/2024	TWGW Inc NAPA Auto Parts	13721	Operating Supplies	General Fund	International Terminal	\$6.99
10/11/2024	Thompson's Sanitary Service Inc	13720	Trash/Garbage	General Fund	International Terminal	\$1,361.53
10/11/2024	Thompson's Sanitary Service Inc	13720	Trash/Garbage	General Fund	Commercial Marina	\$2,412.14
10/11/2024	Thompson's Sanitary Service Inc	13720	Trash/Garbage - NOAA	NOAA Lease Fund		\$573.65
10/11/2024	Thompson's Sanitary Service Inc	13720	Trash/Garbage - SB Marina	General Fund	South Beach	\$7,333.46
10/11/2024	Amazon Capital Services Inc	13719	Operating Supplies	General Fund	South Beach	\$628.74
10/11/2024	Amazon Capital Services Inc	13719	Office Expense	General Fund	Administration	\$20.89

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/11/2024	Amazon Capital Services Inc	13719	Office Expense	General Fund	Administration	\$12.99
10/11/2024	Spiro Landscapes Inc	13718	Contract and Support Services	General Fund	South Beach	\$1,314.50
10/11/2024	Spiro Landscapes Inc	13718	Contract and Support Services	NOAA Lease Fund		\$495.00
10/11/2024	Sherwin-Williams	13717	tyvek suits for ppe	General Fund	Commercial Marina	\$27.62
10/11/2024	Road & Driveway Co Inc	13716	Contract and Support Services	General Fund	International Terminal	\$476.06
10/11/2024	Road & Driveway Co Inc	13716	Capital Outlay - Land Improvements	General Fund	South Beach	\$7,041.11
10/11/2024	Pioneer Connect	13715	Electricity	General Fund	South Beach	\$185.68
10/11/2024	Pioneer Connect	13715	Electricity	General Fund	South Beach	\$42.15
10/11/2024	Pioneer Connect	13715	Electricity	NOAA Lease Fund		\$182.39
10/11/2024	Pelagic Fisheries	13714	Discounts and Refunds	General Fund	Commercial Marina	\$920.98
10/11/2024	PBS Engineering and Environmental Inc.	13713	Capital Outlay - Land Improvements	General Fund	South Beach	\$22,556.21
10/11/2024	Pacific Source Administrators Inc	13712	Credit	General Fund	Administration	-\$197.31
10/11/2024	Pacific Source Administrators Inc	13712	Fee's	General Fund	Administration	\$85.00
10/11/2024	Pacific Source Administrators Inc	13712	Insurance cntrb	General Fund	Administration	\$170.00
10/11/2024	Pacific Coast Lock & Safe LLC	13711	Professional Services - Fobs - Programming	General Fund	Commercial Marina	\$165.00
10/11/2024	Orrco	13710	Fuel - Recycling	General Fund	Commercial Marina	\$1,635.00
10/11/2024	Orrco	13710	Fuel - Recycling	General Fund	Commercial Marina	\$850.00
10/11/2024	Northwest Parking Equipment	13709	Shipping and Freight	General Fund	South Beach	\$26.92
10/11/2024	Northwest Parking Equipment	13709	Operating Supplies	NOAA Lease Fund	South Beach	\$292.20
10/11/2024	Advance Backflow Testing LLC	13708	Professional Services	NOAA Lease Fund		\$1,090.43
10/4/2024	Newport Fab Shop	13707	Repairs and Maintenance	General Fund	Commercial Marina	\$2,000.00
10/4/2024	Integrity Data	13706	IT Hardware and Software	General Fund	Administration	\$850.00
10/4/2024	Hyak	13705	Contract and Support Services	General Fund	Administration	\$6,656.99
10/4/2024	Englund Marine Supply Co Inc	13704	Operating Supplies	General Fund	International Terminal	\$37.59
10/4/2024	Country Media Inc	13703	Advertising and Promotion	General Fund	Administration	\$151.72
10/4/2024	Country Media Inc	13703	Advertising and Promotion	General Fund	Administration	\$153.40
10/4/2024	Copeland Lumber Yards Inc	13702	Repairs and Maintenance	General Fund	South Beach	\$600.82
10/4/2024	Copeland Lumber Yards Inc	13702	Repairs and Maintenance	General Fund	Commercial Marina	\$24.86
10/4/2024	Barrelhead Supply Inc	13701	Repairs and Maintenance	General Fund	South Beach	\$216.48
10/4/2024	Barrelhead Supply Inc	13701	Repairs and Maintenance	General Fund	South Beach	\$101.74
10/4/2024	Amazon Capital Services Inc	13700	Operating Supplies	NOAA Lease Fund		\$661.64
10/4/2024	Amazon Capital Services Inc	13700	Repairs and Maintenance	General Fund	South Beach	\$235.90
10/4/2024	Amazon Capital Services Inc	13700	Operating Supplies	NOAA Lease Fund		\$355.98
10/4/2024	Amazon Capital Services Inc	13700	Repairs and Maintenance	NOAA Lease Fund		\$904.99
10/4/2024	Verizon Wireless	13699	SB Lines	General Fund	South Beach	\$81.99
10/4/2024	Verizon Wireless	13699	NOAA Lines	NOAA Lease Fund		\$64.97
10/4/2024	Verizon Wireless	13699	NIT Line	General Fund	International Terminal	\$34.04
10/4/2024	Verizon Wireless	13699	CM Lines	General Fund	Commercial Marina	\$65.15
10/4/2024	Verizon Wireless	13699	Admin Lines	General Fund	Administration	\$188.51
10/4/2024	Ultrex	13698	Office Expense	General Fund	South Beach	\$135.33
10/4/2024	Ultrex	13698	Office Expense	General Fund	Administration	\$63.20
10/4/2024	TWGW Inc NAPA Auto Parts	13697	Operating Supplies	General Fund	International Terminal	\$213.98
10/4/2024	TCB Security Services Inc	13696	SB	General Fund	South Beach	\$4,508.12

Accounts Paid Report

Date	Vendor	Document	Description	Fund	Dept	Amount
10/4/2024	TCB Security Services Inc	13696	Admin	General Fund	Administration	\$399.45
10/4/2024	TCB Security Services Inc	13696	NIT	General Fund	International Terminal	\$399.45
10/4/2024	TCB Security Services Inc	13696	CM	General Fund	Commercial Marina	\$399.45
10/4/2024	TCB Security Services Inc	13696	SB	General Fund	South Beach	\$1,591.11
10/4/2024	TCB Security Services Inc	13696	Admin	General Fund	Administration	\$140.98
10/4/2024	TCB Security Services Inc	13696	NIT	General Fund	International Terminal	\$140.98
10/4/2024	TCB Security Services Inc	13696	CM	General Fund	Commercial Marina	\$140.98
10/4/2024	TCB Security Services Inc	13696	SB	General Fund	South Beach	\$4,508.13
10/4/2024	TCB Security Services Inc	13696	Admin	General Fund	Administration	\$399.45
10/4/2024	TCB Security Services Inc	13696	NIT	General Fund	International Terminal	\$399.45
10/4/2024	TCB Security Services Inc	13696	CM	General Fund	Commercial Marina	\$399.45
10/4/2024	Summit Public Relations Strat LLC	13695	Professional Services	General Fund	Administration	\$765.00
10/4/2024	Sierra Springs	13694	Operating Supplies	General Fund	Commercial Marina	\$82.63
10/4/2024	Platt Electric Supply Inc	13693	Repairs and Maintenance	General Fund	Commercial Marina	\$251.63
10/4/2024	Overhead Door Company of Salem	13692	Repairs and Maintenance	NOAA Lease Fund		\$1,751.00
10/4/2024	Orkin	13691	Contract and Support Services	General Fund	Administration	\$73.99
10/4/2024	NW Natural	13690	Natural Gas	General Fund	South Beach	\$31.36
10/4/2024	NW Natural	13690	Natural Gas	General Fund	South Beach	\$111.55
10/4/2024	Aboveboard Electric Inc	13689	Professional Services	NOAA Lease Fund		\$438.99
10/1/2024	VOYA-Autopay	PPI05263	10021 - DM	General Fund	International Terminal	\$100.00
10/1/2024	VOYA-Autopay	PPI05263	10020-PM	General Fund	Administration	\$500.00
10/1/2024	VOYA-Autopay	PPI05263	10013-MH	General Fund	Administration	\$105.00
10/1/2024	VOYA-Autopay	PPI05263	10009-JD	NOAA Lease Fund		\$25.00
10/1/2024	VOYA-Autopay	PPI05263	10045 - EL	General Fund	Administration	\$500.00
10/4/2024	Washington State Support Registry **AUTOPOST*	PPI05262	Garnishment Withholdings Payable	General Fund	International Terminal	\$408.50

Multi-Year Software Support Service Agreement With _____

To ensure the optimal functionality of your WebCTRL system, Clima-Tech offers 2 levels of maintenance. Service level descriptions are listed below.

Level One Service Includes:

Software Upgrades: These will be scheduled after each software upgrade is released from the factory. Generally, upgrades are available every 12 months with installations of the new version within 3-6 months of release. Customers that are on a maintenance SSS will get all available software upgrade versions during the term of their agreement.

Software & System Maintenance: When the software upgrade is performed, driver updates, database back-ups, critical systems checks will be done. Cumulative updates and patches will be done as they become available from the factory.

Telephone *Tech Support: Remote troubleshooting assistance (remote access is required) is available during normal business hours. *After-hours support is not included under the SSS and would be billed separately.*

Scheduled Operator Training Classes: These classes are available at our office, in person or as remote classes. Multiple classes per year are available.

- *Limit of 2 students per class. (More, if Space is available) Certification available for an additional fee.*

Service Labor Discounts: Onsite service or ****Engineering Support Time (EST)** will be at a reduced rate (generally 10% to 20% less than standard rates).


***Tech Support** is generally defined as customer requested remote support to troubleshoot the WebCTRL system and or the WebCTRL software platform to maintain the designed operation of the existing system.

****Engineering Support Time** is generally defined as customer items described under the Level Two Service described below, such as program or graphics revisions, or work that requires revising the existing system in some manner.

Level Two Service* Includes:

Engineering Support Time – Customer may pre-purchase 8hr. blocks of Engineering Support Time designed to be used to assist in system maintenance or modifications. Level Two services can be onsite or remote and may include tasks such as, functional testing, graphics, programming, system maintenance (e.g., trends, alarm logs and database integrity), database modifications, hardware modifications or additions, seasonal testing, diagnostics or site-specific training.

Service & Software	Price
Level 1	\$ _____
Level 2 # of days _____	\$ _____
Multi-Level Software Upgrades <i>(covers any upgrades more than 1 version behind)</i>	\$ _____
YR.1 \$ _____ YR.2 \$ _____ YR.3 \$ _____ YR.4 \$ _____ YR.5\$ _____	\$ _____

 {Year 1 Pricing}

Acceptance _____
Signature _____ *Name* _____ *Date* _____

Account Manager _____
Signature _____ *Name* _____ *Date* _____

AGREEMENT TERMS

This agreement shall commence on _____ for a term of _____ years with a price escalation of 3% per year. Invoicing will occur upon submission of the agreement, and thereafter on the 1st of the month of each anniversary date. The customer has the right to increase or decrease the amount of engineering support time prior to each renewal period with account manager authorization, whereupon the contract price shall be adjusted to reflect the desired change.

Prior to the end of the term an account manager will provide pricing for continued Software Support Services.

System changes that result in an increased module count will automatically be reflected in the next year's contract pricing.

Clima-Tech Corporation shall not be liable for any delay in furnishing or failure to furnish service due to fire, flood, strike, inability to obtain materials, or any other cause beyond the reasonable control

This is a Multi-Year Discounted Agreement that will be paid annually. See term listed above for agreed upon term.

Authorized Individuals _____

PO _____

Some Software Upgrades may require hardware or other software to be updated

Current WebCTRL Requirements include:

- **Windows 10, 11, Server 2016,2019 and 2022, Mac OS, or Linux 7.4 versions are supported**
- **64-bit processor**
- **Memory requirements vary by system size, minimum of 4GB up to 24GB**
 - Future upgrades may have different requirements before new software can be installed.
 - Client hardware and software requirement documentation is available upon request.

SSS Information Sheet

Customer Name:	
Primary Contact:	
Phone Number:	
Email Address:	
Mailing Address:	
Server Address:	

Billing Contact:	
Phone Number:	
Email Address:	
Mailing Address:	

Other Authorized Persons:

Name	Position	Phone Number	Email

Site 1 Information (Complete only if site and customer are not same entity, i.e. If managed by 3rd party)

Site Name:	
Site Address:	
Site Contact:	
Phone Number:	
Email Address:	

Site 2 Information

Site Name:	
Site Address:	
Site Contact:	
Phone Number:	
Email Address:	

Technical Information (Information provided by Clima-Tech Staff)

Number of Routers (LGE, LGR, Optiflex)	
Number of Modules	
Number of Sites	
Customers Version of Software at Time of Proposal	
Automated Logic's Current Software Version	

*For multi-site customers, ensure Sage has all sites entered



OLD BUSINESS ITEM

DATE: *November 19, 2024*
RE: *Review and Changes to the ILWU Local 53 Lines Agreement*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, Executive Director*

BACKGROUND

Our Lines Agreement with the ILWU Local 53 requires an annual review by the Commission. During our August 27, 2024 meeting commissioners approved changes requested by the ILWU, but added additional redline change requested by a couple commissioners.

The ILWU Local 53 has not executed the agreement and requested the agreement gets brought back to commission deleting the last changes included on the agreement as approved by the commission to the original negotiated agreement.

RECOMMENDATION

Commissioners may approve the agreement as follows:

No changes be made to the existing agreement.

Or

The agreement stands as it was approved during the August 27, 2024 meeting.

Or

Original changes are approved based on the original negotiation and reflected in the attached agreement pending further approval by Pasha Stevedoring & Terminals L.P, as required under our Master Contract Services Agreement.

I further recommend replacing Exhibit A (Lines Agreement) from the Master Contract Services Agreement with Pasha Stevedoring & Terminals L.P pending their approval.

LINES AGREEMENT

NEWPORT INTERNATIONAL TERMINAL

THIS Agreement is made _____, between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "the Port" and the International Longshore and Warehouse Union, hereinafter referred to as "ILWU".

RECITALS

1. On July 23, 1996, the Port and ILWU entered into a Lines Agreement for the Newport International Terminal (the "Original Agreement").
2. The parties wish to modify the agreement to better reflect current services.

NOW THEREFORE, THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

The Original Agreement shall now be entirely replaced by the following:

PREAMBLE

The purpose of this agreement is to recognize the existing procedures in the use of the International Longshoremen's and Warehousemen Union to provide line handlers for the tying up and letting go certain classes of vessels. In addition, this document, while not precluding the use of ILWU members, will remark on certain classes of vessels, mainly government or militarily crewed, that have historically made arrangements for their own linesmen.

Further, this agreement will spell out manning and pay scales that will cover the use of ILWU linesmen under all foreseeable circumstances.

It is further noted that this agreement shall be reviewed annually by both the Port of Newport management and ILWU Local 53. If deemed necessary by either party.

MANNING

VESSELS 100 -200 ft 2 men shall be employed

VESSELS 200 -300ft 4 men shall be employed

VESSELS 300 -800 ft 6 men Shall be employed

VESSELS 800 ft and longer 8 men shall be employed

VESSELS 100 ft and under and not moving cargo or maritime commerce are exempt from this lines handling agreement unless linesman are requested by the vessel

Nothing in this manning agreement will preclude the use of less or additional linesmen to cover any special or difficult tie-ups. Additional linesmen shall be called for only after a meeting of the Lead Linesman and Terminal personnel, or, in the absence of Port personnel, it is the opinion of the Lead Linesman that a serious safety condition can be prevented by the addition of additional men.

SHIFTING

When vessel is shifted less than its overall length, four men shall be used. When vessel is shifted more than its length, six men shall be used. When a vessel of less than 300 feet is shifted, the manning shall be two and four in the above circumstances.

PAY SCALES

Longshoremen (line handlers) will be paid a minimum of two hours each, at straight or overtime rates as they relate to the PMA-ILWU contract. Extended line handling time in excess of two hours will be paid in 30-minute increments.

LEAD LINESMEN

In all line handling operations, one linesman shall be designated lead Linesman and paid at foreman's wage scale.

LEAD LINESMEN DUTIES

Lead Linesman will be responsible for the assignment of men fore and aft. Releasing linesmen after confirming with a deck officer or pilot that no more lines will be used.

It shall also be the duty of Lead Linesman to affirm by conversation with the vessel captain or agent a standby or comeback order in case of delayed sailing.

The selection method for determining Lead linesman status will be left to ILWU Local No.53.

COVERED VESSELS

All cargo vessels, whether working cargo or not, will be covered by this agreement; Any fish processor which is loading or discharging processed ready for market cargo, and all vessels operating in Research, **except for fishing vessels**, Wind and Wave energy, and any foreign flagged vessels.

EXEMPTED VESSELS

All Military Vessels: While the Port and the ILWU shall offer the services of ILWU linesmen, it is hereby acknowledged that Military vessels traditionally provide their own linesmen. If military lines assistance is not available, ILWU personnel shall be assigned.

DREDGES

It is also acknowledged that both Corps of Engineers and civilian dredges have historically provided their own tie-up crews.

BARGES



OLD BUSINESS ITEM

DATE: November 12, 2024
RE: Acceptance of Connect Oregon Grant for Port Dock 7
TO: Paula Miranda, Executive Director
ISSUED BY: Aaron Bretz, Deputy Director

BACKGROUND

In February 2024 the Port of Newport applied for \$9.5M from Connect Oregon to use as matching funds against a Federal Grant for the remaining \$34.5M Port Dock 7 replacement project. We were informed in October officially that our project was accepted for Connect Oregon funding, and we are seeking authorization from the Port Commission to accept the funding.

DETAIL

The Port Dock 7 planning efforts continue; we're currently trying to accurately project the volumes of the two main types of material that we intend to dredge. We hope to hear the results of the federal grant request soon, now that we are through election day.

The grant agreement has been reviewed and approved by the Port's lawyer.

BUDGET IMPACTS

We budgeted to receive this grant this year.

RECOMMENDATION

I MOVE TO ACCEPT THE ATTACHED CONNECT OREGON GRANT AGREEMENT FOR \$9,570,110 FOR THE PORT DOCK 7 REBUILD PROJECT UNDER THE TERMS AND CONDITIONS IN THE GRANT AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR OR ASSIGNEE TO EXECUTE THE AGREEMENT AS PRESENTED.



Connect Oregon 9 Project Grant Application

To ensure you have current program information, sign up for the [Connect Oregon electronic mailing list](#).

The *Draft Grant Agreement* and *Frequently Asked Questions* are available on the [Connect Oregon website](#).

You must complete all required fields and upload required documentation for your application to be eligible to compete.

You can save your progress via the 'Save' button in the lower right corner of the page and revisit this form as you go.

Applications must be received by 5:00 pm on Thursday, February 29, 2024.

Application ID
Region 2 Marine

1. Applicant information

Complete this information for the applicant. Provide both a designated contact and an authorized representative (if different than the designated contact) for your entity. The authorized representative is someone who is authorized to make decisions and sign a funding agreement with ODOT should your project be chosen for funding.

Entity/Organization/Company Name
Port of Newport

Address
600 SE BAY BLVD, NEWPORT, Oregon 97365

Website address
<http://portofnewport.com>

Contact person name
Aaron Bretz

Contact person title
Director of Operations

Email
abretz@portofnewport.com

Phone
(541) 265-7758

Authorized representative name, if different from the applicant contact
Aaron Bretz

Authorized representative title

Phone
(541) 406-0217

Email
abretz@portofnewport.com

2. Entity type

Entity type
Public

Business registry number

We recommend saving your application now. Click the save button to do so.

3. Project name and location

The project name should be brief, and clearly describe the project. The name you provide will be used in summary reports and other published materials. The project location should include county and state, and if applicable, the city where the project is physically located. Provide GPS coordinates (latitude and longitude).

Project name
Port of Newport Port Dock 7 and Commercial Marina Modernization and Rebuild

Check this box if the project address is the same as the address listed above.
Yes

Project address (same as previously entered)
600 SE BAY BLVD, NEWPORT, Oregon 97365

Project address, (or nearest street intersection or landmark)

Latitude (degrees and decimal)
44 37' 50.73"

Longitude (degrees and decimal)
124 02' 38.91"

To find the latitude and longitude, you can use Google Maps or other mapping service. Within Google Maps, you can right-click on the location of the project, select "What's here?", to get the address and the coordinates.

For example, the State Capitol Building's coordinates are 44.938422, -123.030740, thus 44.938422 goes into the Latitude box, and -123.030740 goes into the Longitude box.

4. Mode
Marine

5. Connect Oregon region
Region 2

6. Brief summary of project

This project is a total redesign, modernization, and expansion of Port Dock 7 in the Port of Newport Commercial Marina (approx. additional 42 modern slips plus 600' of side tie space), and a redesign and reconstruction of the Hoist Dock (Fishermen's Wharf) and upland facilities. Redesign and modernization of the South Beach Fishing Pier is included, and tied to this project by providing the necessary mitigation credits to complete expansion of Port Dock 7 in the Commercial Marina.

7. Project purpose and description

The purpose of this project is to replace failing and obsolete transportation infrastructure supporting the region's main industry. The Current Port Dock 7 and Hoist Dock (Fisherman's Wharf) was built to support recreational use and commercial use of a different era. The modern fishing industry has seen the size of vessels grow exponentially; the Port of Newport's Commercial Marina is full and cannot support additional modern vessels that want to come to Newport. The need for completion of this project is immediate; we are currently turning businesses away that want to come to Newport because the marina is at capacity. There is additional growth from multiple industries that will increase the Port's crowding problem in the near future if we don't act now to modernize the Commercial Marina.

This project provides infrastructure to support not only larger vessels, but additional jobs by adding appropriately sized slips and wharfage capacity to support the businesses that want to use the Port of Newport. The Oregon Employment Department has indicated that Newport accounts for 95% of the commercial fishing jobs in Lincoln County at an annual average of 332 and a peak in July of 522. These numbers have likely increased with the surge in market squid in Newport as has demand for commercial use in the Port of Newport. Newport is the county leader in landings by a similar margin. By adding 42 additional modern sized slips and redesigning the Hoist Dock (Fisherman's Wharf), the Port can allow even more commercial vessels the Port has the potential to add 50 jobs directly to the local economy, and can allow more seafood buyers and offloads through the Port.

The Port is replacing an antiquated and failing Port Dock 7 by reconfiguring a 1960's era (originally) recreational facility that was repurposed to accommodate commercial vessel of the era to a facility designed to accommodate up to 80' (length) vessels. We are incorporating support from an ongoing Army Corps Section 107 dredging project to establish a federal channel ensuring access to the new Port Dock 7, the Port is opening the high-demand Commercial Marina to additional business. The new Port Dock 7 and Federal Channel will be dredged to a project depth of -20' MLLW, and in addition to the 42 extra modern slips will be added approximately 600' of side-tie space for the largest commercial vessels.

Commercial Fishing is only one of several commercial users the Port must plan for immediately and in the future, particularly with the commissioning of two offshore wave-energy test sites that OSU has established just north and south of Newport. The Port currently has no facilities to provide long-term moorage for vessels that will service this equipment, and regularly fields requests from businesses who wish to base their marine operations in Newport. Additionally, support vessels such as tug and pilot boats will need moorage space when the Port brings cargo traffic to the International Terminal; this project provides moorage space for these commercial vessels as well.

Tied to this project because of the reduction in over-water shading and re-allocation of pilings is the replacement of the public fishing pier. Reduction of this footprint will allow for expansion of Port Dock 7. This facility was originally an industrial pier heavily built to accommodate log ships to be loaded from the water, and was repurposed in 1978 as a public fishing pier. Consequently, it is heavily over-built for its current use, and is in a state of disrepair. The Port is undertaking an Army Corps Section 408 request to complete analysis and improvements on the South Beach Marina western breakwater to serve the new public fishing pier, and to address degradations of the existing breakwater. Only about 1/3 of the existing fishing pier is accessible to fishing activity, and the rest simply impacts inter-tidal habitat. By removing and optimizing this public infrastructure, it contributes the necessary environmental benefits to allow the Commercial Marina improvements to take place. At the same time, it addresses existing failures and

dilapidated public infrastructure while accessing assistance through the Army Corps of Engineers.

This description represents the entire "project", which independently and directly benefits the regional economy through infrastructure modernization and replacement that supports the main industrial contributors to household income in the region.

8. Useful life (years)

40

9. Project schedule

Answer whether milestones above have been met; fill in projected start and completion dates. For planning purposes, we anticipate executing funding agreements within 3 months of projects being awarded by the Oregon Transportation Commission. Funding agreements are anticipated to be executed in Summer 2022, with construction needing to begin within one year from agreement execution, and be completed within three years of execution. Project schedule should demonstrate how the project will meet this requirement. Milestones 4 and 5 should reflect the dates the plans are ready and a construction contract is awarded for the first construction contract to complete the project.

- Scoping and planning means the development of the project size and scope, determination of operational requirements, and required public comment periods.
- Right-of-way and land acquisition means the process of securing land for the project site, including purchases, leases, eminent domain/condemnation, and the acquisition of required easements.
- Permits means the process of securing any required permits, approvals, or permission from any local, state, or federal agency.
- Final plans/bidding engineering documents means the development of any structural or operational documents required to advertise and build the project.
- Construction contract award means the securing of a contract to build, install, or otherwise prepare the project for operations or use.
- Project completion means construction or installation is complete and the project is ready for operation or use.

Milestone 1: Scoping and planning	Has the milestone been met?	Projected start date of milestone work	Projected milestone completion date
	Yes		
Milestone 2: Right of way and land acquisition	Has the milestone been met?	Projected start date of milestone work	Projected milestone completion date
	Yes		
Milestone 3: Permits	Has the milestone been met?	Projected start date of milestone work	Projected milestone completion date
	No	4/24/2024	12/31/2024
Milestone 4: Final plans/bidding engineering documents	Has the milestone been met?	Projected start date of milestone work	Projected milestone completion date
	No	5/16/2024	4/16/2026
Milestone 5:	Has the milestone been met?	Projected start date of milestone work	Projected milestone completion date

Construction contract award	met? No	milestone work 4/16/2026	completion date 7/16/2026
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Milestone 6: Project completion	Has the milestone been met? No	Projected start date of milestone work 7/16/2026	Projected milestone completion date 6/25/2027
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10. Will the project's construction schedule be constrained by environmental considerations (bird-nesting, fish-spawning seasons, temperature or weather)?

Yes

If yes, then please explain and provide limitation dates

Generally, in-water construction (dredging and pile-driving) will be confined to 01NOV-31JAN each year unless variances will be attained. The Port anticipates applying for variances as needed.

11. Who was responsible for determining the project schedule and what is their level of expertise? (i.e. city or consulting engineer, construction project manager, city staff, etc.)

Nick Robertson of DOWL Engineering prepared schedule and pricing estimates, and he is the consulting engineer for the entire project (under contract).

12. Project property control

Property used for a Connect Oregon project must be committed for such use for 20 years following construction. If the property is not yet secured, describe the steps and timeline to complete the transaction(s). Note: All property transactions must be completed 60 days prior to OTC final selection of projects.

Identify the method of control for project property

Wholly or partially owned by applicant

Provide the steps and timeline to complete the acquisition or lease transactions:

13. Describe any project risks or barriers to being ready for construction and your plan to address the risks/barriers

The Port owns parts of the project area and submerged lands. Portions of the project area are submerged and on long-term leases from the Oregon Dept. of State Lands by the Port of Newport. However, in cases where the Port has leases with DSL, the Port also owns adjacent upland property, so maintains first right to lease the submerged lands. These leases have been ongoing since the inception of the Oregon Department of State Lands, and the Port's long-term use of these areas as a public port is not in question.

14. Describe your public and stakeholder engagement process efforts

The Port of Newport engaged the use of focus groups and invited initial public involvement through advertisement in the local paper, social media, Port's webpage, and public meeting announcements, and meetings with the Port's Commercial Fishing User Group (standing committee) in February-April of 2023. This input has been used to establish design criteria that will be refined following the analysis of geotechnical and sediment sampling that is currently on-going. Following development of a more detailed design after geotechnical and sediment testing this spring, the Port will once again go out to the Commercial Fishing User Group, South Beach users, City of Newport Planning Commission, and City Council, using similar mediums to advertise the designs and elicit input.

Community input has been about design features that will support diverse users of the facilities (particularly the Fishing Pier); majority of public concerns thus far have been toward the utility of the new facilities

15. Public body approvals and permits

Identify all public body approvals and permits needed to complete the project; indicate the status of each approval/permit. Add approvals/permits as needed. Below are descriptions of some possible approvals/permits that projects are subject to. Other potentially required permits may involve wetlands, material sources, fish passage, airport clearance, railroad clearance, waterways and other federal, state and/or local requirements. All permits needed for construction must be secured within nine months following execution of a grant funding agreement.

- The National Environmental Policy Act (NEPA) applies whenever a proposed activity or action:
 - is proposed on federal lands;
 - requires passage across federal lands;
 - is to be funded – either entirely or in part – by the federal government; or
 - affects the air or water quality that is regulated by federal law.

When any one of these four conditions are present, the federal agency with the greatest expertise, regulatory authority, and capacity to manage the NEPA process for the proposed project becomes the lead agency for that project.

These actions are defined at [40 CFR 1508.1](#). The environmental review under NEPA can involve three different levels of analysis:

1. [Categorical Exclusion determination \(CATEX\)](#)
2. [Environmental Assessment/Finding of No Significant Impact \(EA/FONSI\)](#)
3. [Environmental Impact Statement \(EIS\)](#)

- Identify if in-water work permits are required for the project. More information can be found at the following website: <https://www.oregon.gov/dsl/ww/pages/permits.aspx>
- Identify if United States Army Corps of Engineers (USACE) permits are required for the project. More information can be found at the following website: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit/>
- Coordination with Native American tribal representatives is often required prior to construction. Projects located along or crossing borders may require coordination with jurisdictions and/or state agencies in bordering states.

Complete the following:

NEPA Categorical Exclusion (CE)	Status Not applicable	Expected completion date
NEPA Environmental Assessment (EA)	Status Permit required/materials not submitted	Expected completion date 12/31/2024

Environmental Impact Statement (EIS)	Status Permit required/materials not submitted	Expected completion date 12/31/2024
In-water work permit	Status Permit required/materials not submitted	Expected completion date 12/31/2024
Army Corps of Engineers permit	Status Permit required/materials not submitted	Expected completion date 12/31/2024
Coordination of project approval with any Native American tribe or another state	Status Permit required/materials not submitted	Expected completion date 12/31/2024

Any additional specific permits or approvals needed

Specific permit or approval needed	Status	Expected completion date
Land Use Certification	Permit required/materials not submitted	10/31/2024
Coastal Zone Consistency Determination	Permit required/materials not submitted	12/31/2024

16. Planning and land use

Demonstrate the project’s compliance with land use documents identified below or describe how you will achieve compliance. Add any additional planning/land use efforts that are not listed. A limited land use decision must be complete within six months of the execution of a grant funding agreement. If the use is not permitted outright and/or requires a land use decision to be a legally allowable use on the site, the land use decision must be complete 60 days prior to the OTC’s final action to select projects.

- *A Transportation System Plan (TSP) is a plan for one or more transportation facilities planned, developed, operated, and maintained in a coordinated manner to supply continuity of movement among modes, and within and between geographic and jurisdictional areas.*
- *Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs.*
- *A Regional Transportation Plan (RTP) is a 20-year plan prepared by a Metropolitan Planning Organization (MPO) that identifies needed transportation projects and funding sources.*
- *A zoning amendment is a formal changing of the land use, which requires approval and adoption by the pertinent local government.*
- *A Goal Exception is a decision to exclude certain land from the requirements of one or more applicable statewide goals. (See our [list of Statewide Planning Goals](#))*

Identified in adopted transportation system plan (TSP)	Status Not applicable	Expected completion date
Identified in adopted local comprehensive plan	Status Completed	Expected completion date
Identified in adopted regional transportation plan (RTP)	Status Not applicable	Expected completion date
Requires amendment to local zoning to change the use of the property	Status Not applicable	Expected completion date
Goal exception (if required by state planning goals)	Status Not applicable	Expected completion date
Identified in public or corporate planning document	Status Completed	Expected completion date

Any additional planning or land use efforts not specified above

Planing/land use effort	Status	Expected completion date

17. Planning/land use narrative

18. Project budget

As the Connect Oregon program is intended to support Oregon’s economy, we would generally encourage grant recipients to contract out the work to the private sector. While grant recipients may need to perform some specialized work in-house, please confirm your plans with the Connect Oregon program office following grant award. Private sector recipients should review the sample grant agreement clarifying what is not allowed around “related parties.” No additional Connect Oregon funds will be available; grant recipients who are awarded funds will be responsible for any additional project costs and will be held to completing the scope of work in their funding agreement.

The Connect Oregon program is a reimbursement program. Grant recipients will be required to pay its consultants/contractors/vendors prior to seeking reimbursement from the Connect Oregon program.

18a. Budgeted amount: land acquisition
\$0.00

18b. Budgeted amount: permits, other public body approvals (application preparation/fees)
\$0.00

18c. Budgeted amount: design/engineering
\$2,304,674.00

18d. Budgeted amount: design/engineering contract administration
\$0.00

18e. Budgeted amount: construction
\$25,351,414.00

18f. Budgeted amount: construction contract administration
\$0.00

18g. Budgeted amount: miscellaneous

Subtotal
\$27,656,088.00

Contingency
\$6,914,022.00

Total project cost
\$34,570,110.00

19. Who was responsible for determining the project budget and what is their level of expertise?
Nick Robertson of DOWL Engineering prepared the project budget with assistance from sub-contractor HDR. Nick Robertson is a certified engineer acting under contract for the Port. 18b was not budgeted for because it's already under contract and underway; 18d was \$0 because it's already under contract and underway, and 18f was \$0 because it is already part of an existing contract with DOWL.

20. Grant request/matching funds requirement

Enter the grant request; the total project cost will come from question 18 above. The applicant match and match percentage will calculate automatically. An applicant must provide at least 30% of the project's funding or 50% for Class I railroads.

The amount of matching funds an applicant makes available is used in scoring your application. Should an applicant be chosen for funding, the commitment of matching funds shown in the application may not be reduced through the life of the project.

Total project cost
\$34,570,110.00

Grant request
\$9,570,110.00

Applicant match (dollars)
\$25,000,000.00

Applicant match (percent)
72.32%

21. Please identify each source of matching funds you will use for the project

Source	Amount
US DOT RAISE Grant	\$25,000,000.00
US DOT (MARAD) Ports Infrastructure and Development Grant	\$25,000,000.00

Economic Benefits

22. How does the project reduce transportation costs for Oregon businesses or improve access to jobs and sources of labor?

By aligning more and better moorage resources with existing processing and buying capacity that exist within Newport, vessels can use the Port with less transit distance from fishing grounds north of Cascade

Head and south of the Siuslaw River. Businesses delivering to Pacific Seafood and Borenstein Seafoods can remain in the Port of Newport long term and complete vessel servicing without having to transit elsewhere between landings. Additionally, if going to the live seafood market, product can hit the market place more directly by offloading in Newport through businesses like Living Pacific and Seawater Seafoods. Newport is one of the largest clusters of seafood processing and labor sources in the State of Oregon, and has markets where product can go directly from wholesaler to retailers in large quantities to be sold at places like Local Ocean, Luna Sea, and Chelsea Rose. Newport's cluster of local processors and live buyers is uniquely capable of providing diverse labor options.

23. What are the specific economic benefits to this state that will result from this project?

As businesses struggle more with reduced access to commercial fishing in California, and the well-documented rise of a burgeoning market-squid fishery in Oregon, there is a prime opportunity for Oregon to grow the economy and produce more jobs through the fishing industry. This project adds 42 additional berths for these vessels, which would require 126 additional jobs to operate. Private companies such as Rondys INC. have sought processing opportunities, and have asked the valid question of whether or not the Port has the capacity to moor the additional vessels needed for more processing capacity; this project would fulfill that need, opening the door not just to additional fishing jobs, but more processing jobs as well. Additionally, as the OSU wave-energy test sites come online in 2024, research and development companies are approaching the Port of Newport to gauge the Port's capacity to provide moorage and services to support the industry. Private companies are investing resources to provide vessel services to wave-energy developers, and these larger vessels are looking to the Port of Newport to support their needs; this project would accomplish that goal. All these jobs are added to the state economy by increasing capacity.

24. Describe how the project provides a critical link connecting elements of Oregon's transportation system, and how it will measurably improve utilization and efficiency of the transportation system.

The Port of Newport's Hoist Dock (Fisherman's Wharf) transfers products from marine transportation to truck transportation in the amount of approximately 9 million pounds per year. The redesign of this critical facility will also clear out obsolete equipment and create space that is more operable for both seafood sales and vessel servicing that is critical to keep the fishing industry going. The additional moorage space at PD7 will allow for better operability of the International Terminal also.

25. How does the project improve Oregon's transportation system efficiency and/or utilization?

Increases system capacity
Reduces traffic or use conflicts

Explain:

The project provides for more moorage space that is right-sized for modern uses by adding 42 additional large slips and approximately 600 feet of side-tie space in the Commercial Marina. This opens the logistical artery at the Port of Newport to increase the flow of goods. Additional product coming through the Port of Newport can make use of recent DOT improvements on HWY 20 and City of Newport traffic improvements leading to the Port of Newport.

Explain:

Explain:

Explain:

Explain:

The additional Port capacity reduces the amount of vessel traffic transiting near shore for long distances in State waters by allowing vessels to home-port in Newport from out of state, which also brings additional jobs and commerce to the region.

Explain:

Explain:

Explain:

Untitled

26. a) How is success measured for this project (include methodology for calculation)?

Success will be measured by additional annual moorage holders at the Port of Newport, increases in quantity of seafood offloaded at the Hoist Dock (Fisherman's Wharf), addition of midwater trawl vessels into the Commercial Marina accompanied by cargo use at the International Terminal, integration of wave-energy service vessels at Port Facilities, increase in any commercial vessels. The current marina is considered to be "full"; any additional vessels would be directly attributed to the project.

b) What is the existing measurement today?

173 annual moorage holders, 9 million pounds of seafood loaded

c) What is the anticipated measurement when the project is fully operational?

206 annual moorage holders, 12 million pounds of seafood

27. Does the project improve an existing transportation connection or add a new connection to an industrial oremployment center? If yes, check all that apply.

No

28. This project improves or creates access to:

Name of the Industrial Center

Name of the employment center

Name of the certified "Project Ready" site

29. Does the project improve safety?

Yes

Explain. Please note the number and type of incidents (fatal accident, injury accident, property-damage accident, crime, or other) within a specified timeframe.

Upland improvements will include traffic design that will better integrate storage needs with traffic, and reduce the chances of forklift/vehicle collisions or forklift/pedestrian accidents. There have been 4 collisions or accidents since 2016.

30. Does the project serve one or more of Oregon's Statewide Business Clusters? Check all that apply.

Food Processing
Wave Energy

Provide detail on the Business Clusters served.

As previously documented, this project adds moorage that can serve additional seafood processing capacity. It also adds to the Port's capacity to accommodate additional vessels to feed the existing processors. The project provides moorage space that is capable of service the types of vessels that will provide services to the users of the two wave energy test sites just off Newport. The Port has been approached by numerous companies and investors who want to bring these vessels to Newport.

31. Does this project benefit the Oregon economy by generating a net increase in or retention of long-term jobs (beyond short-term construction jobs) and/or increasing private investment in Oregon?

Yes

Untitled

a) Number of long-term (non-construction) jobs created or retained as a direct result of the project:
50

b. Average annual wage of long-term (non-construction) jobs created or retained:
58948

c. List up to 5 businesses that will verify job creation/retention or new private investment:

Business Name	Name of contact person	Contact Person Phone
Rondys INC	Evan Hall	(360) 220-2327
Sause Marine	Gary Sause	(503) 969-7277
Midwater Trawlers Cooperative	Heather Man	(541) 272-4544
Ripka Fisheries	Gary Ripka	(541) 270-3574
Sea Star Fisheries	Joe Lindholm, JR	(360) 941-5154
F/V LADY RENEE	Richard Axelson	(707) 951-7793
CalWave Power Technologies, INC.	Thomas Boerner	(510) 717-6254

d. What is the increase by these businesses in Oregon as a result of this project?

These are businesses that aren't currently operating in Oregon that would be able to come to the state if the project is completed.

Commitment Letter Acknowledgement

Required for a yes answer. Commitment letters must be uploaded in section 35 and submitted with application. These letters must be from businesses or organizations stating their intention to operate in Oregon and detailing: the number of jobs created or retined over a specific period of time as a result of this project, and/or the amount of additional private investment that the entity wouldmake in Oregon over a specified period of time as a direct result of thid project.

e) Explain

A commercial dock complex such as Port Dock 7 (as well as the Hoist Dock) operates similarly to a business incubator or a mall. Individual businesses may have relatively low job numbers, but the facility when filled contributes exponentially more jobs than the individual business interests. It is challenging to produce and interpret numbers from this scenario in a standard grant request.

32. Is the project located within 10 miles of a site Please explain for mining or processing aggregate that is allowed under ORS 215.213 (2)(d) or 215.283 (2)(b) on land that is zoned exclusive farm use? This is not common.

No

33. Additional Considerations

Briefly describe any expected project benefits or impacts in the outcome areas below. The examples and questions listed below are intended to help identify benefits and impacts, but are not meant to be exhaustive. Consider each topic below and describe the expected project benefit and/or other impacts identified, along with considerations and conclusions made regarding how to improve possible benefits and reduce possible impacts. Include benefits or impacts the proposed project may have on related aspects of the [Strategic Action Plan](#) (SAP). As climate and equity are central themes of the SAP, responses to these items are required, even if the impacts are minimal.

a) How does this project impact equity considerations?

This project benefits the fish processing industry by providing moorage space for vessels that use the local processors. The workforce at the Newport fish processing plants is predominantly BIPOC; this project takes place in a community that meets the USDOT criteria of a "Disadvantaged Community", and directly supports the business that employs this workforce. Additionally, the Public Fishing Pier is widely used by low-income and BIPOC, and this project directly supports that workforce.

b) How does the project impact climate mitigation, adaptation and sustainability considerations?*

This project enhances sustainability through support of vessels participating in some of the most sustainable fisheries on the west coast, such as the West Coast Limited Entry Groundfish Trawl fishery, Albacore Tuna fishery, and the Pacific Hake Fishery, which are all certified as sustainable by the Marine Stewardship Council. Additionally, this project will include removal and replacement of creosote treated pilings, and use FEMA Floodplain planning to account for sea level rise.

34. Maintenance and Operations

What is the source/are the sources of funds for the continued maintenance and operation of the project for the useful life of the project?

The Port of Newport charges fee that will cover the maintenance of these facilities. In the past 5 years, the Port has raised annual moorage rates by 50%, and will continue to increase rates to sustain the new facilities.

What is the status of these funds?

Budgeted (committed for future)

Describe the steps remaining to commit maintenance and operations funding for the useful life of the project?

The Port has committed to structural changes in the rate schedule to cover maintenance and operations of facilities. We have already incorporated overhead into moorage rates, which was previously unaccounted

for. In addition to substantial rate increases to catch up with maintenance, the new facility has added services and the Port will base moorage rates on actual construction costs.

Have you had previous Connect Oregon grant awards?

Yes

Which cycle(s)?

Connect Oregon I
Connect Oregon II
Connect Oregon III

What was the total award?

\$2,775,146.00

35. Documentation

Property Ownership, land lease/control

10591 ML SB Fishing Pier Lease and Background.pdf

Amendment to Lease 2020.07.01 signed SB Marina.pdf

11720 ML SB Waterway Lease 2012.07.01.pdf

Original Commercial Waterway Lease 10452 - 11873 ML.pdf

2019.12.01 11873-ML Commercial Marina Lease Amendment signed.pdf

DSL 11873 ML Maps CM Lease.pdf

Commercial Marina Tax Lot Upland.pdf

Letters of support

John Boren (1).pdf

NewportConnectLtr.pdf

20240226_PNWA Support for Port of Newport Connect Oregon Dock 7.pdf

capn raleigh letter.pdf

support_ltr_port_newport_connect_edalc.pdf

Pyle Letter.pdf

Dock expansion .pdf

Sen. Anderson Letter of Support Port of Newport Connect Oregon Funding Request.pdf

Port of Newport Letter of Support Connect Oregon Port Dock 7 - Commercial Marina.pdf

Secretary of State Business ID

Bus ID.odt

Site Plans, if available

Port Dock 7 Improvements.pdf

PD7 Concept Overlay.odt

PortDock7_Final.pdf

Public Fishing Pier New.pdf

Planning/Permitting Documents

20240206 PON CMAC final SAP.pdf

20240215 NWP Verification Ltr w-Encl NWP-2023-626.pdf

Commitment Letters

letterintent sea star.pdf

Letter-of-Support_20240225.pdf

Rondys, Connect OR letter.pdf

port support letter.pdf

Port of Newport renovation letter.docx

ripkacommitment.pdf

CalWave - Connect Oregon Support Letter PD7.pdf

Miscellaneous

Kaizen Presentation Port Dock 7.pdf

Port of Newport Port Dock 7 Condition Assessment 111821.pdf

36. Authorizations and Signatures

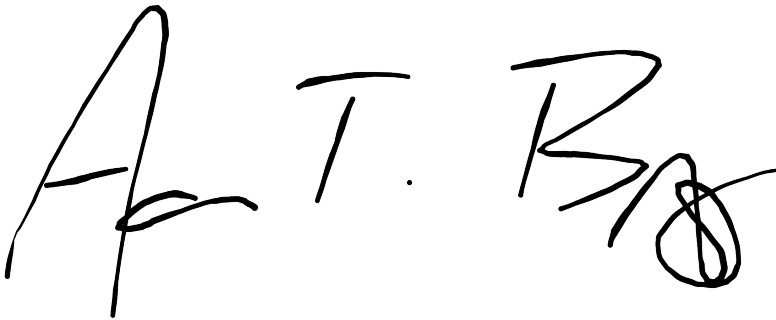
Please read and check all boxes

By checking this box, I certify that above-mentioned Applicant Organization supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for Connect Oregon funds. I further certify that matching funds are available or will be available for the proposed project no later than 60 days prior to the Oregon Transportation Commission's final action on grant awards, anticipated to be in September or November 2024. I understand that all State of Oregon rules for contracting, auditing, underwriting (where applicable), and payment will apply to this project.

By checking this box, I certify that all of the content of this application is true to the best of my knowledge and that I have read the Sample Draft Agreement and will sign the Agreement if selected. I understand that non-compliance with the agreement and program may result in a cancelled project and return of grant funds.

By checking this box, I certify that per Oregon Administrative Rule (OAR) 731-035-0050(2)(b), as a condition of Connect Oregon program eligibility, applicants must be current on all state and local taxes, fees and assessments where applicable. Inasmuch, as an authorized representative, I declare, that MY ORGANIZATION, is to the best of the undersigned(s) knowledge, current on all Oregon state and local taxes, fees and assessments. As a continuing requirement to remain eligible, I understand that MY ORGANIZATION will remain current on all Oregon state and local taxes, fees and assessments and failure to comply with this rule may result in corrective action up to and including a determination of ineligibility for Connect Oregon funding. I further understand that Connect Oregon funds may be withdrawn should it be determined that this certification was signed falsely or in error, or that MY ORGANIZATION has become delinquent in its state and local tax, fee or assessment obligation.

Signature of authorized representative

A handwritten signature in black ink, appearing to read "A. T. B." with a stylized flourish at the end.

The Connect Oregon program is a reimbursement program. Grant recipients will be required to pay its consultants/contractors/vendors prior to seeking reimbursement from the Connect Oregon program.

Statute:

(c)(A) "Transportation project" means a project or undertaking for rail, marine or aviation capital infrastructure, including bridges, or a project that facilitates the transportation of materials, animals or people.

(B) A transportation project does not include costs associated with operating expenses.

(3) In selecting transportation projects, the commission shall consider:

(a) Whether a proposed transportation project reduces transportation costs for Oregon businesses or improves access to jobs and sources of labor;

(b) Whether a proposed transportation project results in an economic benefit to this state;

(c) Whether a proposed transportation project is a critical link connecting elements of Oregon's transportation system that will measurably improve utilization and efficiency of the system;

(d) How much of the cost of a proposed transportation project can be borne by the applicant for the grant from any source other than the Connect Oregon Fund;

(e) Whether a proposed transportation project is ready for construction;

(f) Whether a proposed transportation project has a useful life expectancy that offers maximum benefit to the state; and

(g) Whether a proposed transportation project is located near operations conducted for mining aggregate or processing aggregate as described in ORS 215.213 (Uses permitted in exclusive farm use zones in counties that adopted marginal lands system prior to 1993) (2)(d) or 215.283 (Uses permitted in exclusive farm use zones in nonmarginal lands counties) (2)(b).

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
CONNECT OREGON (CO)**

Project Name: Port of Newport Port Dock 7 and Commercial Marina Modernization and Rebuild

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and Port of Newport, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end three (3) years after the Effective Date (the “Availability Termination Date”).
2. **Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Contractor Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$34,570,110.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$9,570,110.00 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.**
 - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 4.c.**
 - b. **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A. reasonable, necessary and directly used for the Project;

- B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
- A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. **Project Change Procedures.**
- i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to the ODOT Program Manager as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A. The fillable form can be downloaded on-line at the following address:

<https://www.oregon.gov/odot/Forms/2ODOT/7342648.doc>
 - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a recipient's Request for Change Order. A Request for Change Order may be rejected at the sole discretion of ODOT. Further, in its discretion, ODOT may submit a Request for Change Order to the Oregon Transportation Commission for the Commission's review and approval.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 27.68% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b. Recipient must submit to ODOT its first reimbursement request within one (1) year of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement Request form located at <https://www.oregon.gov/odot/Forms/2ODOT/7345217.docx> to LGSCConnectOregon@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. **Retainage.** ODOT will withhold five percent (5%) retainage from the amount paid pursuant to each reimbursement request and shall release this retainage to Recipient as the following conditions are met:
 - i. Eighty percent (80%) of the five percent retainage shall be released to Recipient upon completion of a final site review and final project acceptance by ODOT.
 - ii. Twenty percent (20%) of the five percent retainage shall be released to Recipient upon approval by ODOT of the report described in **Subsection 5.i.ii** of this Agreement. ODOT may not pay, and the Recipient forfeits, the amount under this paragraph if the Recipient does not submit the report required by **Subsection 5.i.ii** on or before the due date. Recipient acknowledges and agrees that Recipient may not apply for another Connect Oregon grant during the next application cycle if Recipient fails to submit the report required by **Subsection 5.i.ii** on or before the due date.
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of a monthly progress report or an email to the Connect Oregon Program Manager indicating that the Project is complete, ODOT will conduct a final on-site review. If ODOT deems the Project successful after completion of the on-site review, ODOT will confirm project acceptance by issuing a Project Acceptance Form.
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

h. Recovery of Grant Funds.

- i. Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date (“Unexpended Funds”) or (ii) expended in violation of one or more of the provisions of this Agreement (“Misexpended Funds”) must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT’s written demand and no later than fifteen (15) days after ODOT’s written demand.
- ii. Recovery of Grant Funds upon Termination.** If this Agreement is terminated under any of **Subsections 11.b.i, 11.b.ii, 11.b.iii or 11.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT’s written demand for the same.

i. Reporting

- i. Monthly Reports.** Recipient shall submit monthly progress reports to ODOT using the Connect Oregon Monthly Progress Report (Form 734-2668), incorporated by reference and made a part of this Agreement. Progress reports must be submitted to the ODOT Connect Oregon Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address:

<https://www.cognitofrms.com/ODOT2/grantagreementprogressreport>

- ii. Final Report.** Recipient shall submit a written report to ODOT’s Connect Oregon Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected, the measures of the Project’s success and the methodology used to arrive at each as described in the information provided to ODOT before execution of the Agreement. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient’s obligation to provide this report will survive expiration of this Agreement. Recipient shall use “Project Performance Report” Form 734-2947, which Recipient must also sign. The form is available on-line at the following address:

<https://www.oregon.gov/ODOT/Forms/2ODOT/7342947.doc>

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws,

if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Contracts and Procurements.

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i.** All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.
- ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's contract with the contractor.
- iii.** Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor's performance and payment bonds.
- iv.** Recipient shall provide ODOT with a copy of any signed contract(s), as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- v.** Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i.** *Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or*

subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s contract(s) from and against any and all Claims.

- ii. Any such indemnification shall also provide that neither Recipient’s contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s contractor is prohibited from defending the State, or that Recipient’s contractor is not adequately defending the State’s interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient’s contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its contract(s) requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.
- ii. Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the subcontracted work.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.

d. Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:

- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
- i. All procurement transactions are conducted in a manner providing full and open competition.

9. Self-Performing Work. Recipient must receive prior approval from the Connect Oregon Program Manager for any self-performing work.

10. Conflicts of Interest.

- i. Recipient’s public officials shall comply with Oregon’s government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

11. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT’s approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
 - vii. If the Project is not bid or construction started within 1 year from the effective date of the Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days’ notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

12. GENERAL PROVISIONS

- a. **Contribution and Contract-Related Indemnification.**

- i. For purposes of this **Subsection 12.a.**, the term “ODOT” means “the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees.”

- ii. **Contribution.**
 - A. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.

 - B. Except as otherwise provided in **Subsection 12.b.** below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

 - C. Except as otherwise provided in **Subsection 12.b.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Recipient’s contribution amount in any instance

is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

iii. Contract-related Indemnification. Notwithstanding **Subsection 8.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This **Subsection 12.a.** shall survive expiration or termination of this Agreement.

b. Insurance; Workers' Compensation and Employer's Liability. All employers, including Recipient, that employ subject workers who provide services in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.

c. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third-Party Beneficiaries. ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Subsection 12.g.** Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the

transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

- n. **Survival.** In addition to sections of this Agreement specifically so designated, sections 5(h) (Recovery of Grant Funds), 12(h) (Governing Law; Consent to Jurisdiction) and 12(n) (Survival) survive expiration or termination of this Agreement.
- o. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission at its October 10, 2024 meeting approved the Connect Oregon VIII project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Signature Page to Follow

PORT OF NEWPORT, by and through its
elected officials

STATE OF OREGON, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Assistant Director for Revenue, Finance &
Compliance

Name _____
(printed)

Name _____
(printed)

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Name _____
(printed)

By _____
Program Manager

Date _____

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

**APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)**

By _____
Recipient's Legal Counsel

By _____
Assistant Attorney General

Date _____

Date _____

Recipient Contact:

Aaron Bretz, Director of Operations
600 SE Bay Blvd
Newport, OR 97365
(541) 265-7758
abretz@portofnewport.com

Connect Oregon Program Manager:

Cecelia Gilbert
355 Capitol Street NE
Mail Stop 21
Salem, OR 97301-4178
Phone: 503-991-8689
Email: cecelia.gilbert@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No.CO9-016

Project Name: Port of Newport Port Dock 7 and Commercial Marina Modernization and Rebuild

A. PROJECT DESCRIPTION

Newport Commercial Marina, Port Dock 7

The Project will redesign, modernize, and expand Port Dock 7 in the Port of Newport Commercial Marina; will redesign and reconstruct Hoist Dock at Fishermen's Wharf; and will redesign and modernize the South Beach Fishing Pier.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone can be changed without an amendment to the Agreement.

If Recipient anticipates Key Milestone 1 or 2 will be delayed by more than ninety (90) days, Recipient must submit a Request for Change Order, as described in **Subsection 4.c.** of the Agreement, to the Connect Oregon Program Manager as soon as Recipient becomes aware of any possible delay.

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Start Construction	4/16/2026
2	Complete Construction*	6/25/2027

*Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.

EXHIBIT B Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify the Connect Oregon Program Manager in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the "Project Useful Life"). For the duration of the Project Useful Life, Recipient shall reinvest any proceeds from the sale of improvements in similar improvements. At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to reach a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At

Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of

any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.
- b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.
- c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.

- e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.
- f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.
- g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.
- h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(10) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.

- d. This Paragraph 8 is in addition to, and not in lieu of, ODOT's rights and remedies under **Subsection 5.h.** ("Recovery of Grant Funds") of this Agreement.

9. Website

If Recipient opts to create a website about the Project identified in Exhibit A ("website"), Recipient shall provide a link to the website to ODOT. ODOT will not reimburse Recipient for eligible costs until it receives the link to the website from Recipient. Recipient shall notify the Program Manager in writing if the website address changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the Effective Date of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

11. Applicable Requirements

Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086 and OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR731-035-0080.

EXHIBIT C Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its first tier contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its contractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a contract in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

- a. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.**
All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers’ Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**
- b. **COMMERCIAL GENERAL LIABILITY.**
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products

and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 \$2,000,000 \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000 \$4,000,000 \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed

operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional Liability and Workers’ Compensation/Employer’s Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXECUTIVE DIRECTOR MONTHLY REPORT

DATE: 11/12/24
PERIOD: 10/22/2024 – 11/19/24
TO: Board of Commissioners
ISSUED BY: Paula J. Miranda, Executive Director

OVERVIEW

South Beach has finally slowed down a bit. We have been interviewing for a new customer service representative and supervisor. Selections have been made this week. We now should have a good team over there. Commercial has been getting ready for crab season, but weather has not cooperated.

Here are some of the highlights for the month:

South Beach

ADV Removal: DSL is applying for federal grants, and they are counting on port's support. Funds will then be share with needed ports. Maintenance is spending a lot of time keeping vessels afloat.

RV Park Annex Closure: We decided to close the Annex during the months of December and January to allow maintenance to take care of major maintenance. There should be enough spaces available at the main park.

RV Park Annex Redesign: Consultant is still working on finalize the design.

Dredging: Still working on funding. OPPA is requesting funds from the Legislation. If provided, we may get 50% of the needed funds.

North Commercial

Port Dock 7 Plan/ Commercial Marina Channel Dredging Sediment Plan: Evaluation continues, so we can move on to the permitting phase. The USACE is making some final evaluations before we know of future expectations for the channel dredging project. ConnectOregon has been awarded. We are still waiting for MARAD/PIDP's result.

Seafood Wastewater Processing Meeting: We are continuing to work with Pacific Seafoods on trying to address DEQ's requirement.

Port Dock 5 Repairs: The contract to fix accident at PD5 has been executed. Contractor is awaiting arrival of supplies to get started.

Newport International Terminal

RORO Dock Piling Assessment: There were still additional review needed by USDA. Hopefully, we will get bids out soon.

MARAD PIDP Grant/NIT: We are working on the final processes to order equipment and to move forward with the grading.

Accident at PD5: Port staff is still working on permits and with the insurance in order to address 6 pilings and other parts of the dock that will need replacing.

ILWU Lines Agreement: The agreement is back on the agenda. ILWU requested that we remove the last changes made during to approval to what it was originally been negotiated. Report has been attached.

Financials:

Our financials haven't changed much from last month. We are still getting ready to move forward with several projects, therefore matches will be necessary for such projects. At this point funds are on hold, but doable. We will keep watching it to make sure there is no exceedance.

Miscellaneous:

Code Enforcement:

The City has passed their new Code enforcement Ordinance including South Beach. This should help us with our code enforcement.

Meetings/Trainings/Summits:

- 10/24/24 - Business Oregon Meeting
- 10/25/24 - DSL Meeting on Derelict Vessel
- 10/28/24 - Operations Recurring Meeting
- 10/29/24 - Finance Recurring Meeting
- 10/30/24 - WHA Annual Insurance Renewal Meeting
- 10/31/24 - 11/08/24 - RV Park Interviews
- 11/01/24 - Communications Meeting
- 11/07/24 - Fishermen's Appreciation Day
- 11/07/24 - PNWA Meeting
- 11/11/24 - Veteran's Day
- 11/13-14/24 - SDAO Board Meeting

Upcoming Schedule:

- 11/15/24 - Communications Meeting
- 11/18/24 - Operations Recurring Meeting

- 11/18/24 - Finance Recurring Meeting
- 11/18/24 - Meeting With Courtney Flathers - Regional Solutions Team
- 11/19/24 - Director's Monthly Meeting
- 11/19/24 - Coastal City/Port Managers
- 11/20/24 - PNWA Meeting
- 11/20/24 - DLCD Lincoln County ERAP
- 11/21-29/24 - PTO
- 12/02/24 - Operations Recurring Meeting
- 12/02/24 - Financial Recurring Meeting
- 12/06/24 - PNWA Meeting
- 12/09/24 - Operations Recurring Meeting
- 12/09/24 - Financial Recurring Meeting
- 12/10/24 - Dept. Heads Meeting
- 12/11/24 - Federal Relations - Appropriation 101
- 12/13/24 - Communications Meeting
- 12/16/24 - Operations Recurring Meeting
- 12/16/24 - Financial Recurring Meeting
- 12/17/24 - Directors Monthly Meeting
- 12/17/24 - Coastal City/Port Managers
- 12/17/24 - Commission Meeting



FINANCE DEPARTMENT MONTHLY REPORT

DATE: November 19, 2024
PERIOD: July 1, 2023 to October 31, 2024
TO: Paula Miranda, Executive Director
ISSUED BY: Mark Brown, Director of Finance and Business Services

Preliminary financial reports are included through October 30, 2024 for all funds.

Issues of Importance

Financial Reports

Port staff are now updating deposits, deferred revenue and accounts receivable monthly. A spreadsheet has been developed that allows port staff to determine the correct in each GL account with a reasonable amount of effort. Previously, calculating these numbers would take weeks. In future months the Port staff will modify how a reservation is taken, and this will no longer be necessary.

RV Park and Marina Occupancy

The RV main and Annex park occupancy is similar to previous years. Dry camp occupancy increased substantially over last year, but is similar to 2022-23.

RV park occupancy for the main park is lower than previous years. However, revenue (for ALL Camps) for the same period increased.

RV Main Park			
	Occupancy Percent		
	2022-23	2023-24	2024-25
July	96.28%	102.73%	98.56%
August	98.74%	101.16%	99.80%
September	95.94%	102.28%	98.30%
October	62.89%	52.07%	37.06%
November	31.87%	26.37%	
December	21.88%	24.50%	
January	25.14%	18.10%	
February	28.65%	26.16%	
March	36.23%	31.63%	
April	44.10%	34.57%	
May	68.76%	59.19%	
June	97.90%	89.71%	

RV PARK ANNEX			
	Occupancy Percent		
Fiscal Year	2022-23	2023-24	2024-25
July	85.71%	92.99%	89.21%
August	85.11%	94.17%	91.90%
September	78.65%	76.09%	69.10%
October	36.54%	19.29%	19.04%
November	18.80%	17.01%	
December	15.94%	16.60%	
January	21.16%	15.30%	
February	20.67%	19.10%	
March	12.49%	12.90%	
April	16.20%	20.64%	
May	44.17%	42.06%	
June	67.44%	71.22%	

Dry Camp			
	Occupancy %		
	2022-23	2023-24	2024-25
July	53.04%	55.90%	45.30%
August	43.50%	57.37%	44.40%
September	39.29%	5.44%	36.00%
October	15.39%	3.00%	8.66%
November	9.33%	1.48%	
December	4.70%	1.01%	
January	2.58%	0.13%	
February	3.59%	6.50%	
March	2.58%	8.89%	
April	3.38%	5.33%	
May	11.34%	1.86%	
June	20.24%	18.86%	

The Marina Non-Transient Moorage also shows an increase in occupancy versus last year:

Non-Transient Vessels			
	Occupancy Percent		
	2022-23	2023-24	2024-25
July	95.84%	91.33%	89.87%
August	94.46%	90.60%	88.20%
September	93.30%	81.91%	88.98%
November	81.40%	81.16%	
November	52.83%	47.96%	
December	50.39%	46.34%	
January	50.40%	17.24%	
February	49.83%	44.42%	
March	49.84%	44.84%	
April	58.32%	55.66%	
May	88.82%	85.21%	
June	90.26%	88.32%	

Transient Moorage has increased slightly over last year.

Transient Moorage				
	Occupancy Percentage			
	2021-22	2022-23	2023-24	2024-25
July		73.07%	72.94%	65.61%
August		68.95%	65.99%	52.80%
September		59.72%	59.14%	70.05%
November		33.74%	10.26%	
November		25.37%	2.31%	
December		22.27%	1.08%	
January		20.92%	1.40%	
February		27.53%	29.26%	
March		28.45%	32.53%	
April	3.56%	28.47%	31.94%	
May	15.99%	44.49%	45.30%	
June	23.52%	45.00%	48.75%	

Fiscal Manual

A complete review of the fiscal manual is occurring, once this review is complete a work session will be scheduled, or it will be brought to commission.

The Fiscal Manual is a complete rewrite. The manual includes ethics, how to set up grants, accounts receivable legal compliance and write offs, internal control framework and controls, GASB compliance, pollution control remediation, required documentation, meals, and travel administration and much more.

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.

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 can be used as needed. This includes cash and other equity the Port has.

Profit and Loss -

The financial reports through October 31, 2024, are attached for your review and are included in the commission packet.

The month-to-month budget has been modified for seasonality, hopefully this will show a more realistic forecast moving forward.

**General Operating Fund
Statement of Activities**

The Port is not allocating overhead (Department 100) at this time. As of October 31, 2024, Operating income for all General Operating Funds before depreciation was \$881,644. Prior to borrowing \$1.14 million for the Rogue seawall, the Port had a positive cash flow of \$226,939 for the year. Income after depreciation was (\$453,012). South Beach is the only operating unit with a positive Net Income after Depreciation:

Unallocated	\$ (94,904)
Administration	\$ (584,404)
Commercial Marina	\$ (162,664)
International Terminal	\$ (227,742)
<u>South Beach</u>	<u>\$ 618,641</u>
Total	\$ (453,012)

Balance Sheet

As of October 31, 2024, in June of 2024 the Port spent over \$2 million from general operating funds for the Rogue Seawall. The current balance for the General Operating Fund is \$580,158. We are managing our available funds carefully.

Monies could be moved from the Reserve Fund to bring the Reserve Fund down to \$1.9 million, but these funds are set aside for upcoming projects.

The Port has a number of large projects underway, for some of the smaller projects the Facility Maintenance Fund will be used to pay for the projects.

A 1-year cashflow has been prepared and will be managing the cash to make sure adequate cash is available. At this time time Port has **not** borrowed from the reserve funds, which has a cash balance of \$2.4 million, but has borrowed \$1.1 million from Business Oregon. If the Port can operate without using the funds from the Reserve Fund, we will pay off the borrowed funds when the interest rate earned falls below the Interest rate of the Loan.

**General Operating Fund
Budget Vs Actual**

General Operating Funds (GOF) FY 2024-25, Budget Vs Actual:

All Departments General Operating Funds

Operating Revenue is unfavorable by	\$ 880,335
Operating Expenses are favorable by	\$ 814,717
Operating Income is unfavorable by	\$ 65,619
Depreciation	\$ 679,948
Non-Operating Revenue is favorable by	\$ 9,680

Non-Operating Expenses are favorable by	\$ 14,957
Non-Operating Income is favorable by	\$ 24,637
Net income, after depreciation is favorable by	\$ 70,989
Net income after loans and depreciation is favorable by	\$ 1,069,011

Variance Explanation

Loan revenue (non-Operating revenue) was expected prior to 06/30/2024 but rolled into the current fiscal year. The revenue was invoiced in July, but only received the funds in August. Property Tax Revenue has not yet been received, but the Port will receive Property Tax Revenue shortly. Other variances will be addressed department by department. Net Income includes a non-budgeted item, depreciation. Budgeted Revenues may be high. Overall Revenues are up from the previous, but not as much as expected.

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.

Unallocated

Non-Operating income is Neutral	\$
Non-Operating Expense is favorable by	\$ 15,946

Variance Explanation - Unallocated

None needed.

1 Administration (Dept 100)

Operating income is unfavorable by	\$ 116,706
Operating expenses are favorable by	\$ 324,565
Operating Income (before Deprec.) is favorable by	\$ 207,859
Depreciation	\$ 22,505
Non-Operating revenue is favorable by	\$ 9,680
Non-Operating Expenses are Neutral	\$
Non-Operating Income is favorable	\$ 9,680
Net income, after depreciation is favorable by	\$ 187,533

Variance Explanation (Dept 100)

We are expecting the Fed to begin lowering interest rates, so little interest is budgeted. Property taxes have not yet been received, once received the unfavorable Income will change to favorable.

Commercial Marina (Dept 300)

Operating revenue is unfavorable by	\$ 96,717
Operating expenses are favorable by	\$ 218,572
Operating Income (before deprec) is favorable by	\$ 121,855
Depreciation (not a budget item)	\$ 53,858
Non-Operating revenue is Neutral	\$ 0
Non-Operating Expenses Neutral	\$
Non-Operating Income is favorable by	\$ 121,855
Net income, after depreciation is favorable by	\$ 530,425

Variance Explanation (dept 300)

Budgeted Revenues may be high. Overall Revenues are up from the previous, but not as much as expected.

International Terminal (Dept 500)

Operating revenue is favorable by	\$ 85,523
Operating expenses are favorable by	\$ 70,989
Operating Income, before Deprec is favorable by	\$156,512
Depreciation (not a budget item)	\$432,061
Non-Operating revenue is favorable	\$ 0
Non-Operating expenses are Neutral	\$ 0
Non-Operating Income is favorable by	\$ 0

Variance Explanation (dept 500)

Cargo/wave energy has bolstered the Revenue of the International terminal. The lease revenue is down, we are investigating this, we have a change of staff, and this may be due to billing methodology.

South Beach (Dept 700)

Operating revenue is unfavorable by	\$ 752,436
Operating expenses are favorable by	\$ 202,531
Operating Income is unfavorable by	\$ 549,906
Non-Operating revenue is Neutral	\$ 0
Non-Operating Expenses are unfavorable	\$ 990
Non-Operating Income is unfavorable by	\$ 990
Net income is unfavorable	\$ 550,896
Loans	\$1,140,000
Depreciation	\$ 164,022
Net income after Loans and Depreciation	\$ 589,104

Variance Explanation (dept 700)

Operating expenses are higher than expected due to 2 misclassified transactions. A journal entry was made to move \$176,732 to Capital Outlays, In the November financials the account will show as favorable. Electrical and Water utilities are more than expected and will need to be watched carefully.

NOAA Lease Revenue Fund

Balance Sheet

As of October 31, 2024, the NOAA Lease revenue Fund had a cash balance of \$2,274,006, of this \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract. The Port can use the reserved portion of funds, as long as it rebuilds the reserve portion of funds.

Income Statement - Budget vs. Actuals

NOAA Lease Revenue Fund

Operating revenue is unfavorable by	\$ 25,869
Operating expenses are favorable by	\$ 185,558
Operating Income is favorable by	\$ 159,689
Non-Operating Revenue is favorable by	\$ 2,099
Non-Operating Expenses are unfavorable by	\$ 3,000
Non-Operating Income is unfavorable by	\$ 901
Depreciation Expense	\$ 497,120
Net income is favorable by	\$ 158,788

Variance Explanation (NOAA)

The operating revenue looks in line with expectations, the variance will disappear as we get the increases for COLA and Insurance in place. There is a new contracting officer at NOAA, this has resulted in delays in getting the increases due in place, which has resulted in unfavorable Operating Revenue.

Reserve Fund

Cash available \$2,398,247

Bonded Debt Fund:

Cash available \$ 170,628

Facility Maintenance Fund:

Cash available \$ 474,932

Money has been set aside in the Facilities Maintenance fund for the electrical upgrades to Port Dock 5, and the proceeds from Parking fees is received in this fund for future replacement of surfaces.

Those with no payment plan as of 09/30/2024, those who have paid off their balance since 09/30/2024 have been removed from this list.

mmcuLongName	mmcuCustomText4	Balance	ThreeMonth	FourMonth	
Northern American Fishing, LLC	Rylayla	353.25	150.70	-	
Safe Coast Seafoods dba PUCCI FC	BUYER	1,726.41	624.78	-	Need to pay off balance before they can get load/unload
Mark Henkel	Erla-N	8,001.57	19.09	1,090.77	
Josh Wedmore	Cleora	4,184.98	49.95	57.06	Seized Vessel
Oregon Mariculture LLC	Western Hunter	6,954.45	244.00	635.84	Is continuing to make payments
Oregon Mariculture, LLC	Western Hunter	10,839.40	208.03	9,887.48	Is continuing to make payments
Tiburon Fisheries LLC	Das Bug	5,084.82	53.24	2,810.72	Will be on Seisure list, currently no services
Sookie Fisheries	Gooney Bird	7,613.97	447.74	4,815.08	
Robert Talbott	Leisure Lee II	4,619.56	74.13	4,235.73	Vessel not in Port
John King	Evening Star	492.73	7.91	451.79	Lien on Vessel
Marshall Stickrod	Pursuit	2,389.51	376.95	52.78	Unable to place Lien on vessel (OR registration), no services, Seizure

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.

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DIRECTOR OF OPERATIONS REPORT

DATE: 11/12/2024
PERIOD: October 2024-November 2024
TO: Paula J. Miranda, Executive Director
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

The recreational season has ended; activity is picking up on the north side of the bay at the Commercial Marina and the Terminal. I have been busy trying to get several projects moving and the docks have been busy in preparation of crab season.

Detail:

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

We've had several meetings as the Army Corps engineers and the DOWL engineers try to create consensus on the estimates of material to be dredged. The difficulty is in taking the geotechnical samples and determining where the sediment ends, which is what will be disposed of in the ocean, and the mudstone begins, which will have to be disposed of upland.

I am continuing to talk with the City of Newport about disposal of material; in the latest conversations with the Corps about dredge material, they expressed that they expect the mudstone coming out to be more consolidated than previously, and that may cause us some problems with final disposal. I have provided HDR Engineering with the reports on the material to be dredged in the hopes that we can make some determinations on whether that material would be useful for the future Newport dam project. It sounds like that level of study will be completed in the future, and we may not have an answer to that question in the short-term.

- **RORO Dock Piling Assessment**

Providing property, SHPO, and environmental documentation to Dept. of Agriculture for federal compliance verification as required by application docs. Awaiting bids

- **ADV Removal Funding Efforts**

Provided background information and written request for letter of support to the Confederated Tribes of Siletz Indians to provide to the Oregon State Marine Board as they apply for national funding for removal and disposal of abandoned and derelict vessels.

- **Dredging**

I am awaiting determination of funding sources to put the South Beach Dredging project out for bid. Page 83

- **RV Park Annex Redesign**
Awaiting the final draft from Good Work Architects.
- **Seafood Processing Wastewater:** We are continuing to talk about the potential for the Port to assist in the effort to provide solutions for Newport seafood processors. Currently, we are exploring the potential for a feasibility study to evaluate the solutions we've put forth.
- **Port Dock 5 Repairs:** The contract has been executed and Bergerson is awaiting arrival of supplies to get started.

Newport International Terminal- Don Moon, Supervisor

Billable Services Performed this Period (june)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Forklift –70 hrs | <input checked="" type="checkbox"/> Moorage – 149 Days |
| <input checked="" type="checkbox"/> Hydraulic Crane -47.25 hrs | |
| <input checked="" type="checkbox"/> Hoist Dock Tie Up –83 hrs | |
| <input checked="" type="checkbox"/> Labor – 117.25 hrs | <input checked="" type="checkbox"/> 120V power – 0 hrs |
| <input checked="" type="checkbox"/> Other Overtime Billed 7 hrs | <input checked="" type="checkbox"/> 208V power – 149 Days |

Harbormaster- Kody Robinson

South Beach Marina:

- We had 809 launches @ \$7288 between 10/1/2024-11/1/2024

Recreational Marina:

With being able to shut the annex RV park down for a couple months I anticipate the bathrooms getting cleaned up and re painted, minor land scape and tree trimming will be done as well. There will be a few RV pedestals that will get addressed do to damage. This is all repair work to (try) and get us through another summer. All staff will be taking the Hippo training so that we can work on keeping better track of projects and minor tasks. Work has begun on the end tie of E-dock but with staff out and other projects that become more pressing that come up, it may take longer than anticipated. C-Dock gate is still on hold due to these other projects coming up. Crew is going to be doing a Hippo training so that all staff will be capable of filling out and creating work orders. Also will be transferring hard copy files into hippo as well. With decent weather the crew has to go back to mowing and weed eating.

Commercial Marina:

We have started to re-plumb the oil room and make it as leak free as we possibly can. This has been completed. The Hoist dock has been noticeably slower the last few weeks but with vacations and crew out, still not a lot of movement on medium to large projects. I hopefully anticipate in the coming weeks that we can knock out a few like the larger experimental cleats on PD5, and get a few fingers repaired on PD7. There are a few areas on the outside of PD7 that have been severely damaged by sealions and we will hopefully get this addressed before crab push. Crew is currently preparing for the fisherman's appreciation day on the 7th. Going to call Ryan Whiles to see what he thinks about shaving/grinding the hoist dock instead of adding more asphalt to the humped areas. Having difficulty dealing with people overloading dumpsters because they do not want to pay the tote charge for gear work trash, so we have been policing the best we can.

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 have purchased multiple pumps to help with not having to board the vessels but they still have to physically inspect for any changes or issues. We keep acquiring more boats every month which makes for more lost time in multiple departments. We continue to shuffle these boats around to try and help with the revenue stream, so we don't have a continual revenue loss for the slips that they were in. Would like to keep pushing forward with Port on call staffing and get pay and phone worked out. A seasonal position has been posted and hopefully we will get a decent turnout of it. Still trying to come up with the best way to cross train crew in all the facilities so that there won't be a staff shortage in any of the departments. With that being said, if we can manage to get to a point where our current staff is where they need to be we can start the process.

Equipment:

Both marinas compactors are starting to get pretty rough and we are welding/fabricating new sheets for certain areas that need to be replaced. The lift arms on both of them are going to need to be completely rebuilt hopefully later than sooner. The commercial lift arm has been rebuilt and installed. The port is still in need of a new 1 ton or larger dump bed or flat bed truck with some kind of trailer to haul tractor and associated equipment. The ford ranger with the lift gate in south beach is starting to break down as far as the under carriage and running gear. The overall condition is in bad shape. All still stands.

NOAA MOC-P – Jim Durkee Supervisor

Vessels Using the Facility Since My Last Report – ACOE Dredge Yaquina.

Coastal Refrigeration attempted to replace two boards in the Daikin air conditioner in the warehouse data room. This job looked to become too involved, so we returned the boards. I asked for a quote to install a completely new system and have it on order.

Annual Testing and Inspection on the Liebert AC in the office data room by Vertiv Corp. There is a small repair they'll need to come back for on the humidifier.

Accordion door in the office (part of the fire protection system) failed inspection. The batteries have failed and replacements have been ordered.

Took part in port-wide safety drills.

Assisted with Hippo Computerized Maintenance Management System training for the CM crew.

Came in at 1:15AM to respond to a call from NOAA Security on Saturday 11-9-24. There was an electrical smoke smell in the Office Data Room. Found a failed pump in the Liebert Air Conditioner. I put fans in place and opened the doors and windows to clear the smell and cool the servers. I monitored and adjusted the fans over the remainder of the weekend. I had a new pump shipped from Grainger and installed it to get the system back on-line.