

UPDATED PORT OF NEWPORT COMMISSION REGULAR MEETING

Tuesday, March 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/2024-03-19-commission-meetings-2024-march-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, March 18, 2024: <https://www.portofnewport.com/2024-03-19-commission-meetings-2024-march-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

| | | |
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| B. Financial Reports..... | | Page 9 |
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V. Old Business

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| A. General Liability Limits – <i>Bretz</i> | Page 36 |
| B. Approval of Resolution 2024-04 Regarding Fiscal Year 24-25 Rates, Fees, and Charges – <i>Brown</i> | Page 40 |
| C. Approval of Amendment to NOAA Lease – <i>Brown</i> | Page 58 |
| D. Executive Director Performance Evaluation | |
| E. Approval of Port Office Rental – NW Vessel Management, LLC - <i>Miranda</i> | Page 60 |

VI. Staff Reports

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| A. Executive Director’s Report – <i>Miranda</i> | Page 74 |
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VII. Commissioner Reports

VIII. Calendar/Future Considerations 2024

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|---|----------------------|
| Pacific Coast Congress of Harbormasters Conference - Newport..... | April 1-4, 2024 |
| Goal Setting Work Session..... | Noon, April 11, 2024 |
| Next Commission Meeting..... | April 23, 2024 |

IX. Public Comment

X. Adjournment

February 27, 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 Retherford, Ruddiman, Chuck, and Lackey. Commissioner Sylvia was excused. Also in attendance were Executive Director Paula Miranda, Director of Business and Finance Services Mark Brown, Operations Director Aaron Bretz, and Administrative Assistant Gloria Tucker. Visitors included Jennifer King, Richard Allm, and Lorin Williams, representatives of WHA Insurance.

CONSENT CALENDAR

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

PRESENTATIONS

Allm, Williams, and King presented insurance benefits offered to the Port through Special Districts Insurance Services, specifically health insurance, general liability, and workers comp.

OLD BUSINESS

Authorization to Apply for Connect Oregon and RAISE Grants. Retherford introduced the agenda item. Miranda reported the project for Port Dock 7 has been in the Port's Strategic Plan capital improvement list awhile, and the cost has grown to \$34.5 million. She noted there is still a lot of uncertainty at this point. She explained the Port is still doing core sampling. She indicated the max for the US Department of Transportation grant is \$25 million, and the Port is asking for \$25 million. She added the Port will ask \$9.5 million from Connect Oregon.

Miranda reported there are not many awards above \$9 million, but there are some. She stated the Port will give it a shot, even though it is a long shot for RAISE. She explained if the Port doesn't get RAISE, there is PDIP and several other infrastructure grants coming out this year. She noted the Port will keep on trying to get grants. She indicated she talked to Business Oregon and if the Port doesn't get the entire \$9 million, say only \$7 million, then Business Oregon will work with the Port. She added if the Port doesn't get federal grants, the Port may have to go out for bonds. Chuck confirmed with staff the amount the Port will apply for Connect Oregon. Miranda noted Connect Oregon sometimes cuts off a percentage of the ask. She added this is a big enough project that it will get attention from the state and federal side.

Chuck asked what is the timeframe for the Connect Oregon grant. Miranda replied it is due tomorrow and usually takes three months to go through the first level. Bretz added around June or July, they will announce the award list. Chuck clarified with staff that the Port does not yet need to get the transportation commission onboard. Retherford confirmed with staff if other infrastructure grants are available, the Port will apply for multiple at the same time.

Lackey noted he is concerned if circumstances conspire against the Port, and it gets one grant but not another, costs balloon, and suddenly the Port has to come up with \$10 million. Miranda replied that could happen, but if grants fall through, the Port doesn't have a choice but to go for a loan or a bond. She added she was looking at the inspection report on this dock, and they gave the Port five years with a couple hundred thousand dollars of intermediate repairs. She noted it's the end of this dock's life, and the Port turns vessels away all the time. She stated the Port has to make a choice on how critical this is. Brown added the Port will keep applying for more grants. Miranda indicated there may be another opportunity for Connect Oregon in a few years. She added there is not a way to get this completed without grants, general funds, and loans.

MOTION was made by Chuck, seconded by Lackey, to authorize the Executive Director or designee to apply to both the Connect Oregon and RAISE grants as stated. The motion carried unanimously in a voice vote.

Authorization to Apply for Congress Directed Spending Funds. Retherford introduced the agenda item. Miranda reported last year, the Port received an award for the RORO Dock, but unfortunately that's stuck because Congress was not funded. She explained this application will be for Fiscal Year 25. She noted she is hoping this time around things will get funded. She explained the funds would be \$1.5 million toward South Beach dredging. She indicated the Port already has permits. She added Representative Hoyle is working toward changing language for the Water Resource Development Act Bill, adding small marinas to the Army Corps of Engineers dredging.

Miranda reported this funding would be better because it will be quicker. She stated for the RORO Dock, the Port had to contribute 45 percent. She explained the Port will ask for the full amount to dredge but may have to pay a percentage of the project. She indicated this is another project the Port does not have a lot of choice on. She added some areas are very shallow in the marina. Lackey asked for clarification from staff on the motion language.

MOTION was made by Lackey, seconded by Chuck, to authorize the Executive Director or designee to apply to the Congressionally Direct Spending FY 25 as a source of funding for the South Beach Marina dredging as stated. The motion carried unanimously in a voice vote.

Approval of Resolution 2024-05 Authorizing an Application for a Business Oregon Loan for Rogue Seawall. Retherford introduced the agenda item. Brown reported at the last meeting, Commission discussed creating a reserve account and borrowing from Business Oregon if the interest rates are low. He noted the rate is lower right now, and Business Oregon approved the Port's pre-application. He indicated the next step is to get a Resolution, and then staff will have all the materials ready to submit. Miranda confirmed with staff the interest rate is not finalized until they approve the loan. Brown added the rate may be even better.

MOTION was made by Ruddiman, seconded by Chuck, to adopt Resolution 2024-05 and authorize the Executive Director to insert the appropriate interest rate and agreement number, once known. The motion carried unanimously in a voice vote.

Approval of Resolution 2024-04 Regarding Fiscal Year 24-25 Rates, Fees, and Charges. Retherford introduced the agenda item. Brown reported, historically, January through March staff bring the rates to Commission. He stated Lackey pointed out the rates regarding labor vary, but they should all be the same. He explained this year staff put each division into its own rate sheet, and that number didn't transfer correctly. He indicated the rates are typically approved

or moved to the next meeting. He added, in general, the rates have gone up 4.5 percent, based on a CPI of 3.7 or 3.8 percent in December.

Brown reported in the future, some experts say CPI will be up, and some say down. Brown stated if the Port doesn't keep rates in line with inflation, the Port will lose spending power and can't maintain facilities. He indicated last year the CPI was higher than expected. Miranda explained there are a lot of factors influencing the rates. She stated one is inflation got crazy after COVID, and the other part of it is the Port has to stop providing service at a loss. She indicated a lot of indirect costs of the Port are not included in rates. She gave the Port Dock 5 pier as an example where the Port is building in maintenance and replacement costs. She added some areas are so low that the Port would be paying people to use the service. She noted staff get complaints about what the Port doesn't provide, but then those people complain when the Port tries to collect the revenue to provide those services. She stated most people don't understand the Port receives very little tax money.

Brown reported the Port added parking at the International Terminal. He noted staff are discussing internally about the wash down stations in South Beach. Miranda reported there are complaints about people causing delay by washing their whole boat, and then others compliment the Port for providing that service. Ruddiman clarified with staff the labor rates are the same across the Port. He asked why the annual moorage rates for Commercial and Recreational marinas are different. Brown replied it has always been that way. He explained the rates for the Recreational marina are all higher than the Commercial. He added he doesn't know why. Bretz replied there is some confusion. He explained some people expect a cheaper rate because they are commercial, but where infrastructure is concerned that doesn't have an impact.

Miranda reported there are things the Port is trying to make equitable and bring up to par, but that is difficult to do all at once. Bretz added people will say the Port gets grants, which is publicly funded. He explained that pays for construction but does not pay for maintenance. He indicated once the Port builds a brand-new facility that has the utilities and access people want, that will be a good time to adjust rates. He noted those who want to be here can pay extra. Miranda explained most grants ask how the facility will be maintained; that is increasingly a requirement.

Chuck explained when he got on the Commission, they saw the Commercial marina as a business hub with 300 small businesses. He stated the idea was other projects like the Terminal and RV Park would keep the rates (in the Commercial Marina) low to promote small businesses with the idea the Port would bring in new revenue. He noted there is a benefit to the community to have the Commercial marina. Miranda stated she agrees, but the Port needs to make sure those facilities are maintained, and as of right now, the Port doesn't have extra funds to give subsidies. She emphasized the Port has many projects that must be done.

Bretz reported moorage is a lower cost for a fishing vessel, but the Port sacrifices a lot when that is kept low. He stated it is a flawed concept that the Port should offer huge discounts on moorage. He explained those discounts mean the Port can't build the infrastructure everyone demands, and people are not getting that big of a discount. He noted services might be a different story. He explained as much as staff do at the hoist dock, it's not a huge earner, but it means a lot to the boats who are delivering. He noted the Port is supposed to work like an incubator so Seawater Seafood and Living Pacific can grow and effect changes in fish rates for the better. Miranda stated the Port doesn't want to make money, but also doesn't want to be at a loss either.

Lackey stated a few years back the Port handled things very well. He explained when the Port needed to do electrical upgrades, the fishermen understood the rates would be higher. He noted everything requires subsidy because the Port can't charge everyone on Port Dock 7 what it

costs to build. He indicated comparing the last full year before the pandemic, mid- 2018-2019, to these proposed rates, most are 30-40 percent higher, and commercial moorage is 68-75 percent higher. He added the Terminal rates are 128 percent higher. He stated within six years, there are serious increases. He noted he understands inflation is crazy and rates may have not been where they needed to be to maintain the facility. He indicated there are boats, commercial or recreational, or RVs, where people's spending dollars haven't gone up 35-40 percent, 70-100 percent. He added their dollars may have stayed the same or gone down.

Lackey stated it would be good to pause. He noted these are real interesting times, and the CPI could go up or down. He explained some say the economy is between waves of inflation, and others that this is like the Great Depression. He indicated in the fish world, weird things are going on worldwide across different species. He added Trident gulf plants are shutting down, and Russia has been dumping cheap pollock. He stated what's going to happen in summer 2024 and 2025 is anybody's guess. He asked will there be a point where the Port raises prices, and it does affect South Beach, small fishing, or the distant water fleet. He indicated he is not saying this to say no on raising rates. He added he would like to have a discussion on anything raised above CPI.

Lackey stated he understands how it feels to see increases every year. He noted, overall, the cost of moorage isn't as big as fuel, however, as all costs go up, every little increase feels magnified. He indicated the connection with customers could get more strained and impact commercial, recreational, and RV.

Miranda stated staff will take a further look at the rates. She explained while working on the budget, staff cut more projects then added. Retherford stated she has been in this industry for years and seen many ups and downs, but something has hit this winter that she's never seen before. She explained fish plants are not filling their freezers. She noted she is not here to say yes or no, and she understands the Port has so many projects. She indicated she is concerned it's not just Newport, but it's the whole coast from Alaska to California. She added when processors shut plants down and don't want fish, fishermen don't know what is ahead.

Retherford stated there isn't anything she hasn't navigated over the last 40 years, and there is something happening now that is bigger than what anyone can understand. She noted she does not know if a lot of boats will be fishing this year. Lackey stated both ports and boats are delaying maintenance. He noted in Toledo a bunch of people canceled repairs in 2023, and it may be worse in 2024. He emphasized it might be a hunkering down time, but he hopes it's not. Miranda requested if there are specific changes to the rates to let staff know. She stated staff would bring this back in March.

Brown stated he can bring a couple of proposals forward. Retherford stated she thinks the Port can find common ground. She noted she wanted to give a warning and confirm Lackey's comments. She indicated she is not against rates changing, and the Port has to survive too. Lackey stated he is not saying don't raise rates and not singling out moorage. He added because times are tough, the communication from a few years ago is more important.

This item was tabled until the next meeting.

Approval of Resolution 2024-03 Regarding Elimination of the Construction Fund.

Retherford introduced the agenda item. Brown reported state law requires review of special funds periodically. He stated the Port hasn't used this fund, and even with new Port Dock 7, the Port won't use this fund. He explained if the Port doesn't get the money in advance, but as reimbursement, there is no need to establish a fund. He noted this fund creates extra work for staff.

He recommended eliminating the fund. Miranda added staff will keep tracking monies by project rather than fund.

MOTION was made by Chuck, seconded by Lackey, to adopt Resolution 2024-03, Eliminating the Construction Fund. The motion carried unanimously in a voice vote.

[Rejection] of Bid Protest for Rogue Brewery Seawall Repair Project. Retherford introduced the item. Bretz reported the Port received four bids on this project. He stated there were three bids around the \$3 million range and responsive to the bid criteria. He noted one was 30 percent lower, Ballard Construction. He indicated staff ruled it was not responsive to the bid criteria. He explained in Ballard's protest, they made several claims.

Bretz reported one of their claims is that any irregularity in their bid is immaterial, basically not important. He stated they claim the Port has the discretion to be able to determine that they do meet the criteria in the technical terms of the RFQ. He noted they claim a slight delay did not matter, and what they submitted was substantially complete. He indicated they recognize the Port can reject a proposal if it is in the public interest. He added they claim the Port didn't require the submittals that were used to determine their bid was not responsive.

Bretz reported they reiterate that they submitted material shortly after the bids were due. He stated they point out, in their estimation, the required materials were buried in the specs. He noted they said it wasn't important information to evaluate the bid. He explained they protest the fact the Port determined their bid was unresponsive.

Bretz reported the Port does have the grounds to determine their bid was unresponsive, and that is the correct thing to do. He stated he recognizes their point that the Port could choose to go the other direction. He emphasized that that would open another set of problems. He noted their bid was unresponsive because it was absent requirements included in Section 5 of the RFQ. He indicated Ballard knew these were required, and they did not dispute that in phone conversations. He added they didn't get their information together quickly enough, and they didn't meet the deadline.

Bretz reported some points about it being required by bid submittal was further clarified in Amendment No. 2 Specifications in the bid documents. He explained the bid process and addendums. He stated the engineers clarify the polymer injection soil stabilization in section 313200 of Amendment No. 2 Specifications. He quoted, "The presence of a water insoluble diluent and the characteristics and properties listed above must be certified by the manufacturer. The certification shall be submitted with the bid documents." He stated the addendum further discusses the toxicity and chemical elements in the polymer itself. He quoted, "Testing must be performed by an independent laboratory. The certification shall be submitted with the bid documents... The polymer must pass the NYSDOT Panel Test for hydro-insensitivity and the Contractor must submit a certificate from an independent testing lab under the supervision and review of a licensed Professional Engineer certifying that the polyurethane material meets or exceeds the limits set forth in the panel test specification. The certification from the third-party testing lab shall be submitted with the bid documents."

Bretz reported he thinks it was very clear, and every effort was made to make it clear. He stated the Port referred to these things as requirements in the RFQ itself; the RFQ directs to these documents. He noted Ballard tried to meet these requirements, but they ran into what was, and what will continue to be, the biggest challenge, which is time. He indicated they had a little bit of time to get all this information together and submitted. He added they determined the Port had

more time than it did. He explained they didn't think it would be a big deal to be late on this stuff when they characterize it as a slight delay.

Bretz reported he can't be clear enough, the documents they didn't submit are vital to making the bid evaluation. He stated it's in the specs under bid document submittals a, b, c, d, e, f, g, h, i, and j. He noted at the time they submitted their bid document, none of those were in their package. He indicated they are the only contractor who failed to submit these documents; everybody else got it done. He added staff extended the bid opening from January 19 to January 22 because there was an ice storm and people's connectivity was disrupted. He explained there is a lot of scrambling at the last minute, and to be fair, staff delayed the opening.

Bretz reported 49 minutes after the bids were due, he got from Ballard what looked like the proposal from their subcontractor to them on the work, but it didn't include a, b, c, d, e, f, g, h, i, or j. He noted everyone else's submittal did. He emphasized these things were required, staff told them, and they knew it. He indicated on January 23, he contacted them again to see if they had more information, and they said they are working on sending the required submittals. He added at 9 a.m. on January 24, he got the last submittal from them to date.

Bretz reported he still did not receive a resume for the engineer for the project as well as listing of the vehicles, VIN numbers, and people attending the job site. He explained the RFQ said staff would evaluate this bid with four main points. He stated first is approach and evaluation of the past experience of the individuals who would be performing the work for the Port. He noted second is compliance with personnel qualification requirements and resume documentation found in the project specifications. He indicated third is responsiveness to proposal specifications and required information by the responsible bidder. He emphasized they were being evaluated on their ability to give the information asked; that was part of the evaluation.

Bretz reported their claim this was immaterial is completely wrong. He stated staff can't evaluate any other way. He noted their claim that they didn't get a competitive advantage is incorrect. He explained the Port gave the bidders homework and a due date, knowing it would be a tight schedule. He stated everyone else got it done on time, and Ballard did not. He noted now, after the fact, they want to turn in more information, get full credit, and attempt to use other people's homework such as using someone else's contractor. He indicated he doesn't think the Port can say there is a level playing field if the Port goes with Ballard.

Bretz reported folks may say it's in the public interest because the Port would save 30 percent. He stated there are jobs out there that someone paid public money and didn't get the product the public was looking for. He noted contractors are part of the public, and it is in the public interest to maintain a level playing field in the contracting process. Miranda stated she doesn't think it is in the public interest to reverse this and have other contractors who did provide the requirements sue the Port. She explained then the project would be delayed, and the Port could lose funding and permits.

Ruddiman stated the problem he sees is companies who try defining what is in someone else's best interest end up costing more. He explained the next thing you know, there are extra costs popping up, and they end up costing more than the other guys. Bretz stated in this instance, he wouldn't make the claim that will happen, but they were not responsive on multiple levels. He noted he doesn't think it's wise to entertain their protest and recommended rejecting their protest. Retherford asked if there are legal ramifications for rejection of the protest. Miranda replied staff have been working with the attorney the whole time. Bretz stated they could always protest further, but the attorney doesn't think they have a case here.

MOTION was made by Lackey, seconded by Ruddiman, to reject the attached protest from Ballard Marine Construction. The motion carried unanimously in a voice vote.

STAFF REPORTS

Executive Director. Miranda presented the report included in the packet. Tucker confirmed with Commission the Budget Committee meeting could be held noon on March 19, 2024.

COMMISSIONER REPORTS

Chuck reported on his attendance to the Special District Association Conference. He noted the Port of Bandon recently built a dock and has tips on permitting.

ADJOURNMENT

Having no further business, the meeting adjourned at 8:09 p.m.



PON BALANCE SHEET

Period: 07/01/23..02/28/24

Port of Newport

General Operating Fund

| Description | Balance |
|---------------------------------------|----------------------|
| Assets | |
| Current Assets | |
| Cash Deposits | 1,442,036.97 |
| Cash on hand - Cash Drawers | 825.00 |
| Accounts Receivable | 941,272.64 |
| Property Tax Receivable | 5,472.09 |
| Grants Receivable | (104,996.00) |
| Allowance for Bad Debt | (50,000.00) |
| Interfund Activity Receivable | 787,217.06 |
| Prepaid Expenses | 357,690.93 |
| Total Current Assets | 3,380,068.69 |
| TOTAL FIXED ASSETS | 48,681,869.07 |
| Deferred Outflows of Resources | |
| Advanced Refunding (DOR) | 0.00 |
| PERS NPA(L) | (1,069,107.00) |
| PERS Deferred Outflow | 1,139,912.00 |
| Total Deferred Outflow Resrcs | 70,805.00 |
| TOTAL ASSETS | 52,132,742.76 |
| LIABILITIES | |
| Current Liabilities | |
| Accounts Payable | 390,646.02 |
| Credit Cards Payable | (15,425.99) |
| Accrued Lodging Taxes | 22,212.64 |
| Accrued Property Tax | (10,362.11) |
| Unclaimed Property | 75,514.92 |
| Interfund Activity Payable | 396,014.60 |
| Payroll Payable | (1,701.74) |
| Compensated Absences | 88,501.14 |
| Accrued Payroll Taxes | 33,502.37 |
| Retirement Payable | 33,487.49 |
| Garnishment Payable | 408.50 |
| Benefit Payable | 601.67 |
| Accrued Interest | 11,368.00 |
| Deposits - SB | 436,975.21 |
| Deposits - CM and NIT | 48,864.16 |
| Deferred Revenue | 394,312.34 |
| Current Portion - Notes Payable | 454,043.00 |
| Current Portion - Bonds Payable | 235,000.00 |
| Total Current Liabilities | 2,593,962.22 |
| Non-current Liabilities | |
| Long-term Debt | 6,310,301.60 |
| Less Current Portion - Long-term Debt | (689,043.00) |

Period: 07/01/23..02/28/24

Port of Newport

General Operating Fund

| Description | Balance |
|--------------------------------------|----------------------|
| Bond Premiums | 70,939.00 |
| Total Non-current Liabilities | 5,692,197.60 |
| Deferred Inflows of Resources | 1,012,495.00 |
| Total Liabilities | 9,298,654.82 |
| Equity (Fund Balance) | |
| Restricted Fund Balance | 1,140,000.00 |
| Committed Fund Balance | 0.00 |
| Assigned Fund Balance | 667,000.00 |
| Unrestricted Fund Balance | 34,934,079.93 |
| Contributed Capital | 7,130,788.00 |
| Prior Period Adjustment | 0.00 |
| Total Equity (Fund Balance) | 43,871,867.93 |
| Retained Earnings | (1,467,557.64) |
| Net Assets | 42,834,087.94 |
| Total Liabilities and Equity | 52,132,742.76 |

Period: 07/01/23..02/28/24

Port of Newport

General Operating Fund

| Description | Current | Budget | Variance |
|-------------------------------------|--------------------|--------------------|--------------------|
| OPERATING REVENUE | | | |
| Lease Revenue | 609,536 | 522,235 | 87,300 |
| Moorage | 1,407,162 | 1,330,463 | 76,699 |
| Services | 162,412 | 411,267 | (248,855) |
| Cargo | 18,118 | 2,300 | 15,818 |
| RV Park Space Rentals | 918,660 | 926,400 | (7,740) |
| Fees | 400,560 | 470,913 | (70,354) |
| Property Tax Revenue | 123,959 | 0 | 123,959 |
| Discounts and Refunds | (12,498) | 0 | (12,498) |
| Miscellaneous Operating Revenue | 98,669 | 29,867 | 68,802 |
| Total Operating Revenue | 3,727,487 | 3,693,446 | 34,041 |
| OPERATING EXPENSES | | | |
| Salaries, OT, & Benefits | 1,760,919 | 1,958,693 | (197,774) |
| Materials, Services | 1,857,335 | 3,630,677 | (1,773,341) |
| Total Operating Expenses | 3,618,254 | 5,589,369 | (1,971,115) |
| OPERATING INCOME (LOSS) | 109,233 | (1,895,923) | 2,005,156 |
| NON-OPERATING REVENUES | | | |
| Grant Revenue | 32,245 | 60,000 | (27,755) |
| Interest | 33,589 | 4,333 | 29,256 |
| Gain/Loss on Sale of Assets | 107,450 | 0 | 107,450 |
| Transfers In from Other Funds | 133,155 | 1,244,085 | (1,110,930) |
| Total Non-operating Revenues | 306,440 | 1,308,418 | (1,001,979) |
| NON-OPERATING EXPENSES | | | |
| Debt Service | 775,832 | 1,092,515 | (316,683) |
| Capital Outlays | 1,096,815 | 849,930 | 246,885 |
| Transfers Out to Other Funds | 7,516 | 7,516 | 0 |
| Total Non-Operating Expenses | 1,880,163 | 1,949,961 | (69,798) |
| Non-Operating Income (Loss) | (1,573,723) | (641,542) | (932,181) |
| Net Income (Loss) | (1,464,490) | (2,537,466) | 1,072,975 |
| GAAP Adj - Capital Expenditures | 590,086 | 0 | 590,086 |
| GAAP Adj - Depreciation Expense | (736,165) | 0 | (736,165) |
| GAAP Adj - Debt Service Principal | 575,857 | 0 | 575,857 |
| Total GAAP Adjustments | (429,778) | 0 | (429,778) |
| Net Income (Loss) | (1,894,268) | (2,537,466) | 643,197 |



Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

DEPARTMENT: 000-Unallocate

| Description | Current | Budget | Variance |
|---|------------------|------------------|------------------|
| OPERATING REVENUES | | | |
| Operating Revenue, Total | | | |
| OPERATING EXPENSES | | | |
| Personnel Services | | | |
| Salaries and Wages | | | |
| Overtime | | | |
| Total Salaries and Wages | | | |
| Payroll Taxes | | | |
| Workers Comp Insurance | | | |
| Retirement | | | |
| Health, Dental and Life Insurance | | | |
| Other Benefits | | | |
| Employee Incentives | | | |
| Salaries and Wages, Total | | | |
| Payroll Taxes and Benefits | | | |
| Total Payroll Taxes and Benefits | | | |
| Total Personnel Services | | | |
| Materials and Services | | | |
| Insurance | | 70,890 | (70,890) |
| Contract and Support Services | 2,500 | | 2,500 |
| Trash/Garbage | | | |
| Total Materials and Services | 2,500 | 70,890 | (68,390) |
| Total Operating Expenses | 2,500 | 70,890 | (68,390) |
| OPERATING INCOME | (2,500) | (70,890) | 68,390 |
| NON OPERATING | | | |
| Non-operating Revenues | | | |
| Federal Grant Revenue | | | |
| Total Federal Grants | | | |
| Transfers In from Other Funds | 133,155 | 414,695 | (281,540) |
| Total Non-operating Revenues | 133,155 | 414,695 | (281,540) |
| Non-operating Expenses | | | |
| Debt Service - Principal | 570,961 | 876,469 | (305,508) |
| Debt Service - Interest | 199,766 | 216,046 | (16,280) |
| Total Debt Service | 770,727 | 1,092,515 | (321,788) |
| Capital Outlay | | | |
| Total Capital Outlay | | | |
| Transfers Out to Other Funds | 1,540 | 7,516 | (5,976) |
| Non-operating Expenses, Total | 772,267 | 1,100,031 | (327,764) |
| NON-OPERATING REVENUE | (639,111) | (685,336) | 46,225 |
| NET INCOME | (641,611) | (756,226) | 114,615 |

Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

DEPARTMENT: 100-Administra

| Description | Current | Budget | Variance |
|---|------------------|------------------|------------------|
| OPERATING REVENUES | | | |
| Property Tax Revenue | 123,959 | | 123,959 |
| Discounts and Refunds | 3,103 | | 3,103 |
| Miscellaneous Operating Revenue | 6,501 | | 6,501 |
| Operating Revenue, Total | 133,562 | | 133,562 |
| OPERATING EXPENSES | | | |
| Personnel Services | | | |
| Salaries and Wages | | | |
| Salaries and Wages | 440,476 | 510,121 | (69,645) |
| Overtime | | | |
| Total Salaries and Wages | | | |
| Payroll Taxes | 34,460 | 54,267 | (19,807) |
| Workers Comp Insurance | | | |
| Retirement | 67,868 | 106,721 | (38,854) |
| Health, Dental and Life Insurance | 56,202 | 81,337 | (25,135) |
| Other Benefits | | | |
| Employee Incentives | | | |
| Salaries and Wages, Total | 440,476 | 510,121 | (69,645) |
| Payroll Taxes and Benefits | | | |
| Total Payroll Taxes and Benefits | 158,529 | 242,325 | (83,796) |
| Total Personnel Services | 1,039,481 | 1,262,566 | (223,085) |
| Materials and Services | | | |
| Insurance | 166,595 | 194,677 | (28,082) |
| Professional Fees | 61,019 | 178,000 | (116,981) |
| Advertising and Promotion | 14,772 | 10,667 | 4,105 |
| Dues And Subscriptions | 31,539 | 25,333 | 6,206 |
| Training and Education | 6,333 | 23,333 | (17,000) |
| Travel | 2,568 | 8,000 | (5,432) |
| Office Expense | 26,277 | 113,333 | (87,057) |
| Shipping and Freight | 20 | | 20 |
| IT Hardware and Software | 53,782 | | 53,782 |
| Fees | 5,368 | | 5,368 |
| Bad Debt Expense | | 10,000 | (10,000) |
| Licenses and Permits | 7,260 | 5,333 | 1,926 |
| Contract and Support Services | 98,404 | 90,000 | 8,404 |
| Utilities Electrical | 26,007 | 25,333 | 674 |
| Trash/Garbage | | | |
| Repairs and Maintenance | 6,048 | 4,667 | 1,382 |
| Equipment | | 15,000 | (15,000) |
| Operating Supplies | 5,731 | 7,333 | (1,602) |
| State Land Fees | 21 | 800 | (779) |
| Lease Expense | 4,358 | 8,000 | (3,642) |
| Grant Expense | | 4,500 | (4,500) |
| Miscellaneous Expense | 247 | 6,000 | (5,753) |
| Total Materials and Services | 516,350 | 730,310 | (213,960) |



Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

| | | | |
|--------------------------------------|--------------------|--------------------|------------------|
| Total Operating Expenses | 1,555,831 | 1,992,876 | (437,045) |
| OPERATING INCOME | (1,422,269) | (1,992,876) | 570,607 |
| NON OPERATING | | | |
| Non-operating Revenues | | | |
| Federal Grant Revenue | | | |
| Total Federal Grants | | | |
| Interest | 25,167 | 4,333 | 20,834 |
| Gain/Loss on Sale of Assets | 107,450 | | 107,450 |
| Total Non-operating Revenues | 132,617 | 4,333 | 128,284 |
| Non-operating Expenses | | | |
| Capital Outlay | | | |
| Capital Outlay - Land Improvements | (6,025) | | (6,025) |
| Capital Outlay - Vehicles and | 25,121 | | 25,121 |
| Total Capital Outlay | 19,096 | | 19,096 |
| Non-operating Expenses, Total | 19,096 | | 19,096 |
| NON-OPERATING REVENUE | 113,522 | 4,333 | 109,188 |
| NET INCOME | (1,308,748) | (1,988,543) | 679,795 |
| Compensated Absence Expense | 21,920 | | 21,920 |

Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

DEPARTMENT: 300-Commerci

| Description | Current | Budget | Variance |
|---|----------------|------------------|------------------|
| OPERATING REVENUES | | | |
| Lease Revenue | 171,059 | 89,500 | 81,559 |
| Moorage | 501,910 | 436,667 | 65,243 |
| Services | 133,367 | 280,000 | (146,633) |
| Fees | 182,019 | 103,333 | 78,686 |
| Discounts and Refunds | (9,413) | | (9,413) |
| Miscellaneous Operating Revenue | 8,416 | 8,000 | 416 |
| Operating Revenue, Total | 988,267 | 917,500 | 70,767 |
| OPERATING EXPENSES | | | |
| Personnel Services | | | |
| Salaries and Wages | | | |
| Salaries and Wages | 239,302 | 264,311 | (25,009) |
| Overtime | | | |
| Total Salaries and Wages | | | |
| Payroll Taxes | 21,282 | 43,317 | (22,035) |
| Workers Comp Insurance | | | |
| Retirement | 37,523 | 48,374 | (10,851) |
| Health, Dental and Life Insurance | 61,098 | 64,366 | (3,268) |
| Other Benefits | | | |
| Employee Incentives | | | |
| Salaries and Wages, Total | 239,302 | 264,311 | (25,009) |
| Payroll Taxes and Benefits | | | |
| Total Payroll Taxes and Benefits | 119,903 | 156,057 | (36,154) |
| Total Personnel Services | 598,508 | 684,680 | (86,172) |
| Materials and Services | | | |
| Insurance | 3,953 | | 3,953 |
| Professional Fees | | 850,000 | (850,000) |
| Advertising and Promotion | | 1,667 | (1,667) |
| Training and Education | | 6,667 | (6,667) |
| Travel | 1,365 | 4,000 | (2,635) |
| Office Expense | 231 | 13,333 | (13,103) |
| Fees | 11,678 | | 11,678 |
| Bad Debt Expense | | 35,000 | (35,000) |
| Licenses and Permits | | 16,667 | (16,667) |
| Contract and Support Services | 44,216 | 50,667 | (6,451) |
| Utilities Electrical | 136,820 | 123,333 | 13,487 |
| Trash/Garbage | | | |
| Repairs and Maintenance | 106,990 | 44,000 | 62,990 |
| Equipment | 976 | 4,333 | (3,358) |
| Operating Supplies | 32,181 | 23,333 | 8,847 |
| State Land Fees | 31,321 | 35,000 | (3,679) |
| Lease Expense | 2,446 | 4,500 | (2,054) |
| Miscellaneous Expense | | 30,000 | (30,000) |
| Total Materials and Services | 372,176 | 1,242,500 | (870,324) |
| Total Operating Expenses | 970,684 | 1,927,180 | (956,496) |



Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

| | | | |
|--------------------------------------|------------------|--------------------|------------------|
| OPERATING INCOME | 17,583 | (1,009,680) | 1,027,263 |
| NON OPERATING | | | |
| Non-operating Revenues | | | |
| Federal Grant Revenue | | | |
| Total Federal Grants | | | |
| State grant Revenue | 32,245 | | 32,245 |
| Total Non-operating Revenues | 32,245 | | 32,245 |
| Non-operating Expenses | | | |
| Capital Outlay | | | |
| Capital Outlay - Land Improvements | 175,800 | | 175,800 |
| Capital Outlay - Buildings | | 45,204 | (45,204) |
| Capital Outlay - Docks and Piers | 74,048 | | 74,048 |
| Capital Outlay - Vehicles and | (25,121) | 77,887 | (103,008) |
| Total Capital Outlay | 224,727 | 123,091 | 101,636 |
| Non-operating Expenses, Total | 227,794 | 123,091 | 104,703 |
| NON-OPERATING REVENUE | (195,549) | (123,091) | (72,458) |
| NET INCOME | (177,965) | (1,132,771) | 954,806 |
| Compensated Absence Expense | 17,543 | | 17,543 |

Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

DEPARTMENT: 500-Internation

| Description | Current | Budget | Variance |
|---|----------------|----------------|------------------|
| OPERATING REVENUES | | | |
| Lease Revenue | 120,278 | 116,069 | 4,209 |
| Moorage | 110,038 | 146,667 | (36,628) |
| Services | 29,045 | 130,667 | (101,621) |
| Shipping | 18,028 | 2,300 | 15,728 |
| Fees | 52,623 | 190,000 | (137,377) |
| Discounts and Refunds | 217 | | 217 |
| Miscellaneous Operating Revenue | 87,141 | 1,333 | 85,808 |
| Operating Revenue, Total | 417,370 | 587,035 | (169,665) |
| OPERATING EXPENSES | | | |
| Personnel Services | | | |
| Salaries and Wages | | | |
| Salaries and Wages | 101,048 | 131,718 | (30,670) |
| Overtime | | | |
| Total Salaries and Wages | | | |
| Payroll Taxes | 8,630 | 21,241 | (12,610) |
| Workers Comp Insurance | | | |
| Retirement | 16,299 | 20,917 | (4,618) |
| Health, Dental and Life Insurance | 17,136 | 20,134 | (2,998) |
| Other Benefits | | | |
| Employee Incentives | | | |
| Salaries and Wages, Total | 101,048 | 131,718 | (30,670) |
| Payroll Taxes and Benefits | | | |
| Total Payroll Taxes and Benefits | 42,065 | 62,292 | (20,227) |
| Total Personnel Services | 244,162 | 325,728 | (81,566) |
| Materials and Services | | | |
| Professional Fees | 1,654 | 50,000 | (48,346) |
| Advertising and Promotion | | 600 | (600) |
| Dues And Subscriptions | | 1,500 | (1,500) |
| Training and Education | 1,700 | 2,500 | (800) |
| Travel | | 2,000 | (2,000) |
| Office Expense | 1,073 | 4,867 | (3,794) |
| Shipping and Freight | 240 | 16,667 | (16,426) |
| Fees | 2,803 | | 2,803 |
| Bad Debt Expense | | 3,500 | (3,500) |
| Licenses and Permits | | 3,333 | (3,333) |
| Contract and Support Services | 42,685 | 30,000 | 12,685 |
| Utilities Electrical | 44,476 | 43,333 | 1,143 |
| Trash/Garbage | | | |
| Repairs and Maintenance | 30,489 | 43,333 | (12,844) |
| Equipment | 1,202 | 5,667 | (4,464) |
| Operating Supplies | 10,965 | 10,667 | 298 |
| Cargo Expense | 50 | | 50 |
| State Land Fees | 15,929 | 28,000 | (12,071) |
| Lease Expense | 16,000 | 23,333 | (7,333) |



Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

| | | | |
|--------------------------------------|------------------|-----------------|------------------|
| Total Materials and Services | 169,267 | 269,300 | (100,033) |
| Total Operating Expenses | 413,430 | 595,028 | (181,598) |
| | | | |
| OPERATING INCOME | 3,940 | (7,993) | 11,933 |
| | | | |
| NON OPERATING | | | |
| Non-operating Revenues | | | |
| Federal Grant Revenue | | | |
| Total Federal Grants | | | |
| Loan Proceeds | | 560,000 | (560,000) |
| Total Non-operating Revenues | | 560,000 | (560,000) |
| | | | |
| Non-operating Expenses | | | |
| Debt Service - Principal | 4,896 | | 4,896 |
| Debt Service - Interest | 209 | | 209 |
| Total Debt Service | 5,105 | | 5,105 |
| Capital Outlay | | | |
| Capital Outlay - Docks and Piers | 25,254 | 7,353 | 17,901 |
| Capital Outlay - Vehicles and | 588,345 | 600,000 | (11,655) |
| Total Capital Outlay | 613,599 | 607,353 | 6,246 |
| Non-operating Expenses, Total | 618,704 | 607,353 | 11,352 |
| NON-OPERATING REVENUE | (618,704) | (47,353) | (571,352) |
| | | | |
| NET INCOME | (614,764) | (55,345) | (559,418) |
| | | | |
| Compensated Absence Expense | 6,166 | | 6,166 |

Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

DEPARTMENT: 700-South Bea

| Description | Current | Budget | Variance |
|---|------------------|------------------|------------------|
| OPERATING REVENUES | | | |
| Lease Revenue | 318,199 | 316,667 | 1,533 |
| Moorage | 793,889 | 747,130 | 46,759 |
| Services | | 600 | (600) |
| Shipping | 90 | | 90 |
| RV Park Space Rentals | 918,660 | 926,400 | (7,740) |
| Fees | 163,345 | 177,580 | (14,235) |
| Discounts and Refunds | (7,185) | | (7,185) |
| Miscellaneous Operating Revenue | (3,389) | 20,534 | (23,923) |
| Operating Revenue, Total | 2,183,610 | 2,188,911 | (5,300) |
| OPERATING EXPENSES | | | |
| Personnel Services | | | |
| Salaries and Wages | | | |
| Salaries and Wages | 341,073 | 371,043 | (29,969) |
| Overtime | | | |
| Total Salaries and Wages | | | |
| Payroll Taxes | 29,390 | 54,301 | (24,911) |
| Workers Comp Insurance | | | |
| Retirement | 44,787 | 69,184 | (24,397) |
| Health, Dental and Life Insurance | 58,678 | 97,341 | (38,663) |
| Other Benefits | | | |
| Employee Incentives | | | |
| Salaries and Wages, Total | 341,073 | 371,043 | (29,969) |
| Payroll Taxes and Benefits | | | |
| Total Payroll Taxes and Benefits | 132,856 | 220,826 | (87,970) |
| Total Personnel Services | 815,003 | 962,911 | (147,909) |
| Materials and Services | | | |
| Insurance | 3,953 | | 3,953 |
| Professional Fees | 10,000 | 366,667 | (356,667) |
| Advertising and Promotion | 688 | 10,000 | (9,312) |
| Dues And Subscriptions | | 850 | (850) |
| Training and Education | | 10,000 | (10,000) |
| Travel | 1,408 | 3,000 | (1,592) |
| Office Expense | 7,848 | 40,000 | (32,152) |
| Shipping and Freight | 32 | | 32 |
| IT Hardware and Software | 411 | | 411 |
| Fees | 47,426 | | 47,426 |
| Bad Debt Expense | 68,182 | 25,000 | 43,182 |
| Licenses and Permits | 700 | 10,000 | (9,300) |
| Contract and Support Services | 282,503 | 200,160 | 82,343 |
| Utilities Electrical | 245,991 | 300,000 | (54,009) |
| Water | 232 | | 232 |
| Trash/Garbage | | | |
| Propane | 235 | | 235 |
| Repairs and Maintenance | 82,863 | 200,000 | (117,137) |

Financial Report - Budget Vs. Actual

Port of Newport

Period 07/01/23..02/28/24

| | | | |
|--------------------------------------|------------------|------------------|------------------|
| Equipment | 1,743 | 12,000 | (10,257) |
| Operating Supplies | 38,062 | 53,333 | (15,271) |
| State Land Fees | | 20,000 | (20,000) |
| Miscellaneous Expense | | 66,667 | (66,667) |
| Total Materials and Services | 792,275 | 1,317,677 | (525,401) |
| Total Operating Expenses | 1,607,278 | 2,280,588 | (673,310) |
| | | | |
| OPERATING INCOME | 576,332 | (91,677) | 668,010 |
| | | | |
| NON OPERATING | | | |
| Non-operating Revenues | | | |
| Federal Grant Revenue | | | |
| Total Federal Grants | | | |
| State grant Revenue | | 60,000 | (60,000) |
| Interest | 8,422 | | 8,422 |
| Total Non-operating Revenues | 8,422 | 60,000 | (51,578) |
| | | | |
| Non-operating Expenses | | | |
| Capital Outlay | | | |
| Capital Outlay - Land Improvements | 239,394 | 175,542 | 63,851 |
| Capital Outlay - Buildings | | 40,000 | (40,000) |
| Total Capital Outlay | 239,394 | 215,542 | 23,851 |
| Transfers Out to Other Funds | 5,976 | | 5,976 |
| Non-operating Expenses, Total | 245,370 | 215,542 | 29,827 |
| NON-OPERATING REVENUE | (236,948) | (155,542) | (81,406) |
| | | | |
| NET INCOME | 339,384 | (247,220) | 586,604 |
| | | | |
| Compensated Absence Expense | 20,035 | | 20,035 |



Period: 07/01/23..02/28/24

NOAA Lease Revenue Fund

| Description | Balance |
|---------------------------------------|----------------------|
| Assets | |
| Current Assets | |
| Cash Deposits | 2,779,644.27 |
| Property Tax Receivable | 0.00 |
| Grants Receivable | 0.00 |
| Interfund Activity Receivable | 41,029.43 |
| Prepaid Expenses | 218,374.96 |
| Total Current Assets | 3,039,048.66 |
| TOTAL FIXED ASSETS | 19,387,394.53 |
| Deferred Outflows of Resources | |
| Advanced Refunding (DOR) | 390,615.04 |
| PERS NPA(L) | (56,269.00) |
| PERS Deferred Outflow | 59,995.00 |
| Total Deferred Outflow Resrcs | 394,341.04 |
| TOTAL ASSETS | 22,820,784.23 |
| LIABILITIES | |
| Current Liabilities | |
| Accounts Payable | 69,088.36 |
| Interfund Activity Payable | 755,750.87 |
| Compensated Absences | 9,880.27 |
| Accrued Payroll Taxes | 3,705.99 |
| Retirement Payable | 8,132.87 |
| Benefit Payable | (250.00) |
| Accrued Interest | 164,613.00 |
| Current Portion - Bonds Payable | 1,380,000.00 |
| Total Current Liabilities | 2,390,921.36 |
| Non-current Liabilities | |
| Long-term Debt | 12,515,000.00 |
| Less Current Portion - Long-term Debt | (1,380,000.00) |
| Total Non-current Liabilities | 11,135,000.00 |
| Deferred Inflows of Resources | 53,290.00 |
| Total Liabilities | 13,579,211.36 |
| Equity (Fund Balance) | |
| Restricted Fund Balance | 1,761,721.00 |
| Committed Fund Balance | 432,000.00 |
| Assigned Fund Balance | 0.00 |
| Unrestricted Fund Balance | 7,675,750.60 |
| Contributed Capital | 0.00 |
| Prior Period Adjustment | 0.00 |
| Total Equity (Fund Balance) | 9,869,471.60 |
| Retained Earnings | (1,387,094.30) |
| Net Assets | 9,241,572.87 |



PON BALANCE SHEET

3/13/2024
Page 2 / 2
MBROWN

Period: 07/01/23..02/28/24

Port of Newport

Fiscal Start Date: 07/01/23

Fund Filter: 500

All amounts are in USD.

| Description | Balance |
|-------------------------------------|----------------------|
| Total Liabilities and Equity | 22,820,784.23 |

Period: 07/01/23..02/28/24

Port of Newport

NOAA Lease Revenue Fund

| Description | Current | Budget | Variance |
|-------------------------------------|--------------------|--------------------|------------------|
| OPERATING REVENUE | | | |
| Lease Revenue | 1,509,571 | 1,718,160 | (208,589) |
| Total Operating Revenue | 1,509,571 | 1,718,160 | (208,589) |
| OPERATING EXPENSES | | | |
| Salaries, OT, & Benefits | 72,665 | 152,085 | (79,419) |
| Materials, Services | 1,102,713 | 1,437,750 | (335,038) |
| Total Operating Expenses | 1,175,378 | 1,589,835 | (414,457) |
| OPERATING INCOME (LOSS) | 334,193 | 128,325 | 205,868 |
| NON-OPERATING REVENUES | | | |
| Grant Revenue | 0 | 0 | 0 |
| Interest | 42,686 | 4,333 | 38,353 |
| Total Non-operating Revenues | 42,686 | 4,333 | 38,353 |
| NON-OPERATING EXPENSES | | | |
| Debt Service | 1,758,213 | 1,578,100 | 180,113 |
| Capital Outlays | 5,760 | 40,000 | (34,240) |
| Transfers Out to Other Funds | 0 | 1,050,000 | (1,050,000) |
| Total Non-Operating Expenses | 1,763,973 | 2,668,100 | (904,127) |
| Non-Operating Income (Loss) | (1,721,287) | (2,663,767) | 942,480 |
| Net Income (Loss) | (1,387,094) | (2,535,441) | 1,148,347 |
| GAAP Adj - Depreciation Expense | (620,804) | 0 | (620,804) |
| GAAP Adj - Debt Service Principal | 1,380,000 | 0 | 1,380,000 |
| Total GAAP Adjustments | (759,196) | 0 | (759,196) |
| Net Income (Loss) | (2,146,290) | (2,535,441) | 389,152 |



PON BALANCE SHEET

Period: 07/01/23..02/28/24

Port of Newport

Reserve Fund

| Description | Balance |
|---------------------------------------|---------------------|
| Assets | |
| Current Assets | |
| Cash Deposits | 1,973,978.47 |
| Property Tax Receivable | 0.00 |
| Grants Receivable | 0.00 |
| Interfund Activity Receivable | 357,758.81 |
| Total Current Assets | 2,331,737.28 |
| Deferred Outflows of Resources | |
| Advanced Refunding (DOR) | 0.00 |
| PERS NPA(L) | 0.00 |
| PERS Deferred Outflow | 0.00 |
| Total Deferred Outflow Resrcs | 0.00 |
| TOTAL ASSETS | 2,331,737.28 |
| LIABILITIES | |
| Current Liabilities | |
| Interfund Activity Payable | 3,526.14 |
| Total Current Liabilities | 3,526.14 |
| Non-current Liabilities | |
| Total Non-current Liabilities | 0.00 |
| Deferred Inflows of Resources | 0.00 |
| Total Liabilities | 3,526.14 |
| Equity (Fund Balance) | |
| Restricted Fund Balance | 2,278,074.94 |
| Committed Fund Balance | 0.00 |
| Assigned Fund Balance | 0.00 |
| Unrestricted Fund Balance | 0.00 |
| Contributed Capital | 0.00 |
| Prior Period Adjustment | 0.00 |
| Total Equity (Fund Balance) | 2,278,074.94 |
| Retained Earnings | 50,136.20 |
| Net Assets | 2,328,211.14 |
| Total Liabilities and Equity | 2,331,737.28 |

Period: 07/01/23..02/28/24

Port of Newport

Reserve Fund

| Description | Current | Budget | Variance |
|-------------------------------------|---------------|----------------|------------------|
| OPERATING REVENUE | | | |
| OPERATING EXPENSES | | | |
| Salaries, OT, & Benefits | 0 | 0 | 0 |
| Materials, Services | 0 | 0 | 0 |
| Total Operating Expenses | 0 | 0 | 0 |
| OPERATING INCOME (LOSS) | 0 | 0 | 0 |
| NON-OPERATING REVENUES | | | |
| Grant Revenue | 0 | 0 | 0 |
| Interest | 50,136 | 1,500 | 48,636 |
| Transfers In from Other Funds | 0 | 186,744 | (186,744) |
| Total Non-operating Revenues | 50,136 | 188,244 | (138,108) |
| NON-OPERATING EXPENSES | | | |
| Total Non-Operating Expenses | 0 | 0 | 0 |
| Non-Operating Income (Loss) | 50,136 | 188,244 | (138,108) |
| Net Income (Loss) | 50,136 | 188,244 | (138,108) |
| Total GAAP Adjustments | 0 | 0 | 0 |
| Net Income (Loss) | 50,136 | 188,244 | (138,108) |

Period: 07/01/23..02/28/24
Port of Newport

Bonded Debt Fund

| Description | Balance |
|---------------------------------------|------------------------|
| Assets | |
| Current Assets | |
| Cash Deposits | 292,278.85 |
| Property Tax Receivable | 31,469.43 |
| Grants Receivable | 0.00 |
| Total Current Assets | 323,748.28 |
| TOTAL FIXED ASSETS | 139,746.00 |
| Deferred Outflows of Resources | |
| Advanced Refunding (DOR) | 553,083.64 |
| PERS NPA(L) | 0.00 |
| PERS Deferred Outflow | 0.00 |
| Total Deferred Outflow Resrcs | 553,083.64 |
| TOTAL ASSETS | 1,016,577.92 |
| LIABILITIES | |
| Current Liabilities | |
| Current Portion - Bonds Payable | 435,000.00 |
| Total Current Liabilities | 435,000.00 |
| Non-current Liabilities | |
| Long-term Debt | 10,380,000.25 |
| Less Current Portion - Long-term Debt | (435,000.00) |
| Bond Premiums | 572,487.00 |
| Total Non-current Liabilities | 10,517,487.25 |
| Deferred Inflows of Resources | 0.00 |
| Total Liabilities | 10,952,487.25 |
| Equity (Fund Balance) | |
| Restricted Fund Balance | (10,523,328.61) |
| Committed Fund Balance | 0.00 |
| Assigned Fund Balance | 0.00 |
| Unrestricted Fund Balance | 0.00 |
| Contributed Capital | 0.00 |
| Prior Period Adjustment | 0.00 |
| Total Equity (Fund Balance) | (10,523,328.61) |
| Retained Earnings | 152,419.28 |
| Net Assets | (9,935,909.33) |
| Total Liabilities and Equity | 1,016,577.92 |

Period: 07/01/23..02/28/24

Port of Newport

Bonded Debt Fund

| Description | Current | Budget | Variance |
|-------------------------------------|------------------|------------------|------------------|
| OPERATING REVENUE | | | |
| Property Tax Revenue | 777,612 | 0 | 777,612 |
| Total Operating Revenue | 777,612 | 0 | 777,612 |
| OPERATING EXPENSES | | | |
| Salaries, OT, & Benefits | 0 | 0 | 0 |
| Materials, Services | 0 | 0 | 0 |
| Total Operating Expenses | 0 | 0 | 0 |
| OPERATING INCOME (LOSS) | 777,612 | 0 | 777,612 |
| NON-OPERATING REVENUES | | | |
| Grant Revenue | 0 | 0 | 0 |
| Interest | 5,609 | 0 | 5,609 |
| Total Non-operating Revenues | 5,609 | 0 | 5,609 |
| NON-OPERATING EXPENSES | | | |
| Debt Service | 630,802 | 819,030 | (188,228) |
| Total Non-Operating Expenses | 630,802 | 819,030 | (188,228) |
| Non-Operating Income (Loss) | (625,193) | (819,030) | 193,837 |
| Net Income (Loss) | 152,419 | (819,030) | 971,449 |
| GAAP Adj - Debt Service Principal | 435,000 | 0 | 435,000 |
| Total GAAP Adjustments | (435,000) | 0 | (435,000) |
| Net Income (Loss) | (282,581) | (819,030) | 536,449 |



PON BALANCE SHEET

Period: 07/01/23..02/28/24

Port of Newport

Facility Maintenance Fund

| Description | Balance |
|---------------------------------------|-------------------|
| Assets | |
| Current Assets | |
| Cash Deposits | 455,487.60 |
| Property Tax Receivable | 0.00 |
| Grants Receivable | 0.00 |
| Total Current Assets | 455,487.60 |
| Deferred Outflows of Resources | |
| Advanced Refunding (DOR) | 0.00 |
| PERS NPA(L) | 0.00 |
| PERS Deferred Outflow | 0.00 |
| Total Deferred Outflow Resrcs | 0.00 |
| TOTAL ASSETS | 455,487.60 |
| LIABILITIES | |
| Current Liabilities | |
| Total Current Liabilities | 0.00 |
| Non-current Liabilities | |
| Total Non-current Liabilities | 0.00 |
| Deferred Inflows of Resources | 0.00 |
| Total Liabilities | 0.00 |
| Equity (Fund Balance) | |
| Restricted Fund Balance | 0.00 |
| Committed Fund Balance | 0.00 |
| Assigned Fund Balance | 489,484.67 |
| Unrestricted Fund Balance | 80,064.39 |
| Contributed Capital | 0.00 |
| Prior Period Adjustment | 0.00 |
| Total Equity (Fund Balance) | 569,549.06 |
| Retained Earnings | (114,061.46) |
| Net Assets | 455,487.60 |
| Total Liabilities and Equity | 455,487.60 |

Period: 07/01/23..02/28/24

Port of Newport

Reserve Fund

| Description | Current | Budget | Variance |
|-------------------------------------|------------------|----------------|------------------|
| OPERATING REVENUE | | | |
| OPERATING EXPENSES | | | |
| Salaries, OT, & Benefits | 0 | 0 | 0 |
| Materials, Services | 0 | 0 | 0 |
| Total Operating Expenses | 0 | 0 | 0 |
| OPERATING INCOME (LOSS) | 0 | 0 | 0 |
| NON-OPERATING REVENUES | | | |
| Grant Revenue | 0 | 0 | 0 |
| Interest | 10,804 | 0 | 10,804 |
| Transfers In from Other Funds | 8,290 | 750,000 | (741,710) |
| Total Non-operating Revenues | 19,094 | 750,000 | (730,906) |
| NON-OPERATING EXPENSES | | | |
| Transfers Out to Other Funds | 133,155 | 400,000 | (266,845) |
| Total Non-Operating Expenses | 133,155 | 400,000 | (266,845) |
| Non-Operating Income (Loss) | (114,061) | 350,000 | (464,061) |
| Net Income (Loss) | (114,061) | 350,000 | (464,061) |
| Total GAAP Adjustments | 0 | 0 | 0 |
| Net Income (Loss) | (114,061) | 350,000 | (464,061) |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|--|----------|-------------------------------|-----------------|------------------------|-------------|
| 2/1/2024 | First Interstate Bank Loan**AUTOPOST** | PPI03891 | Debt Service - Interest | General Fund | International Terminal | \$209.31 |
| 2/1/2024 | First Interstate Bank Loan**AUTOPOST** | PPI03891 | Debt Service - Principal | General Fund | International Terminal | \$4,896.00 |
| 2/2/2024 | Amazon Capital Services Inc | 12875 | Repairs and Maintenance | General Fund | South Beach | \$639.14 |
| 2/2/2024 | Amazon Capital Services Inc | 12875 | Operating Supplies | NOAA Lease Fund | Multiple | \$593.97 |
| 2/2/2024 | Amazon Capital Services Inc | 12875 | Operating Supplies | NOAA Lease Fund | Multiple | \$70.90 |
| 2/2/2024 | Barrelhead Supply Inc | 12877 | Repairs and Maintenance | General Fund | South Beach | \$115.55 |
| 2/2/2024 | Lincoln County Tax Collector | 12879 | Miscellaneous Expense | General Fund | Administration | \$22.34 |
| 2/2/2024 | Pacific Source Administrators Inc | 12880 | Flat Monthly Fee | General Fund | Administration | \$85.00 |
| 2/2/2024 | Pacific Source Administrators Inc | 12880 | PM (0002663414) | General Fund | Administration | \$254.16 |
| 2/2/2024 | Pacific Source Administrators Inc | 12880 | DD (0001767159) | General Fund | Administration | \$90.00 |
| 2/2/2024 | Pacific Source Administrators Inc | 12880 | MB (0001767155) | General Fund | Administration | \$72.92 |
| 2/2/2024 | Suburban Propane | 12883 | Operating Supplies | General Fund | South Beach | \$337.96 |
| 2/2/2024 | Verizon Wireless | 12876 | SB Lines | General Fund | South Beach | \$76.54 |
| 2/2/2024 | Verizon Wireless | 12876 | NOAA Lines | NOAA Lease Fund | Multiple | \$33.98 |
| 2/2/2024 | Verizon Wireless | 12876 | NIT Line | General Fund | International Terminal | \$64.91 |
| 2/2/2024 | Verizon Wireless | 12876 | CM Lines | General Fund | Commercial Marina | \$65.09 |
| 2/2/2024 | Verizon Wireless | 12876 | Admin Lines | General Fund | Administration | \$208.98 |
| 2/2/2024 | Pye-Barker | 12881 | Professional Services | NOAA Lease Fund | Multiple | \$905.00 |
| 2/2/2024 | Englund Marine Supply Co Inc | 12878 | Repairs and Maintenance | General Fund | Commercial Marina | \$48.80 |
| 2/2/2024 | Service Lighting & Electrical Supplies | 12882 | Operating Supplies | NOAA Lease Fund | Multiple | \$550.40 |
| 2/2/2024 | Tri Coast Construction LLC | 12884 | Contract and Support Services | NOAA Lease Fund | Multiple | \$39,900.00 |
| 2/7/2024 | Central Lincoln PUD**AUTOPOST** | PPI03807 | Utilities | General Fund | Administration | \$699.12 |
| 2/9/2024 | Central Lincoln PUD**AUTOPOST** | PPI03824 | Utilities | General Fund | Administration | \$460.08 |
| 2/10/2024 | DE LAGE LANDEN **AUTOPOST** | PPI03833 | 50369481_2-South Beach | General Fund | South Beach | \$323.75 |
| 2/10/2024 | DE LAGE LANDEN **AUTOPOST** | PPI03833 | 50369481_1-Admin | General Fund | Administration | \$323.75 |
| 2/12/2024 | Alsco Inc | 12885 | Contract and Support Services | General Fund | International Terminal | \$37.92 |
| 2/12/2024 | Amazon Capital Services Inc | 12896 | Repairs and Maintenance | General Fund | South Beach | \$129.37 |
| 2/12/2024 | Amazon Capital Services Inc | 12896 | Office Expense | General Fund | South Beach | \$129.98 |
| 2/12/2024 | ASCO Power Services Inc | 12907 | Contract and Support Services | NOAA Lease Fund | Multiple | \$1,500.00 |
| 2/12/2024 | Barrelhead Supply Inc | 12908 | Operating Supplies | General Fund | South Beach | \$288.97 |
| 2/12/2024 | Barrelhead Supply Inc | 12908 | Repairs and Maintenance | General Fund | South Beach | \$51.92 |
| 2/12/2024 | Barrelhead Supply Inc | 12908 | Repairs and Maintenance | General Fund | Commercial Marina | \$32.76 |
| 2/12/2024 | Builders FirstSource Inc | 12909 | Repairs and Maintenance | General Fund | South Beach | \$149.80 |
| 2/12/2024 | Doug's Electric Inc | 12910 | Repairs and Maintenance | General Fund | South Beach | \$377.00 |
| 2/12/2024 | Hyak | 12913 | Contract and Support Services | General Fund | Administration | \$6,606.99 |
| 2/12/2024 | Industrial Welding Supply, Inc. | 12886 | Equipment | NOAA Lease Fund | Multiple | \$8.34 |
| 2/12/2024 | Industrial Welding Supply, Inc. | 12886 | Operating Supplies | General Fund | International Terminal | \$89.73 |
| 2/12/2024 | Integrity Data | 12887 | IT Hardware and Software | General Fund | Administration | \$877.00 |
| 2/12/2024 | Kings III of America LLC | 12889 | Utilities | NOAA Lease Fund | Multiple | \$195.00 |
| 2/12/2024 | Les Schwab Tire Center Inc | 12890 | Repairs and Maintenance | NOAA Lease Fund | Multiple | \$250.32 |
| 2/12/2024 | MacPherson, Gintner & Diaz | 12891 | Professional Services | General Fund | Administration | \$4,875.00 |
| 2/12/2024 | Greater Newport Chamber of Commerce | 12912 | Dues And Subscriptions | General Fund | Administration | \$259.00 |
| 2/12/2024 | Orkin | 12893 | Contract and Support Services | General Fund | Administration | \$73.99 |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|------------------------------------|----------|--|-----------------|------------------------|------------|
| 2/12/2024 | Overhead Door Company of Salem | 12895 | Repairs and Maintenance | NOAA Lease Fund | Multiple | \$684.00 |
| 2/12/2024 | Pacific Habitat Services Inc | 12897 | Contract and Support Services | NOAA Lease Fund | Multiple | \$630.00 |
| 2/12/2024 | Performance System Integration LLC | 12898 | Professional Services | NOAA Lease Fund | Multiple | \$4,652.00 |
| 2/12/2024 | Pioneer Connect | 12899 | Utilities | NOAA Lease Fund | Multiple | \$181.94 |
| 2/12/2024 | Pioneer Connect | 12899 | Utilities | General Fund | South Beach | \$42.00 |
| 2/12/2024 | Pioneer Connect | 12899 | Utilities | General Fund | South Beach | \$228.82 |
| 2/12/2024 | Pioneer Printing Inc | 12900 | Office Expense | General Fund | Administration | \$138.90 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | -\$0.82 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$5.49 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$6.79 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$13.69 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$6.62 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$8.75 |
| 2/12/2024 | Sherwin-Williams | 12901 | Operating Supplies | General Fund | International Terminal | \$4.79 |
| 2/12/2024 | Sierra Springs | 12902 | Operating Supplies | General Fund | Commercial Marina | \$35.69 |
| 2/12/2024 | Spiro Landscapes Inc | 12903 | Contract and Support Services | NOAA Lease Fund | Multiple | \$495.00 |
| 2/12/2024 | Spiro Landscapes Inc | 12903 | Contract and Support Services | General Fund | South Beach | \$1,050.00 |
| 2/12/2024 | Staples Advantage | 12904 | Office Expense | General Fund | Administration | \$88.57 |
| 2/12/2024 | TCB Security Services Inc | 12905 | SB | General Fund | South Beach | \$5,876.36 |
| 2/12/2024 | TCB Security Services Inc | 12905 | Admin | General Fund | Administration | \$520.69 |
| 2/12/2024 | TCB Security Services Inc | 12905 | NIT | General Fund | International Terminal | \$520.69 |
| 2/12/2024 | TCB Security Services Inc | 12905 | CM | General Fund | Commercial Marina | \$520.69 |
| 2/12/2024 | TCB Security Services Inc | 12905 | SB | General Fund | South Beach | \$1,561.33 |
| 2/12/2024 | TCB Security Services Inc | 12905 | Admin | General Fund | Administration | \$138.34 |
| 2/12/2024 | TCB Security Services Inc | 12905 | NIT | General Fund | International Terminal | \$138.34 |
| 2/12/2024 | TCB Security Services Inc | 12905 | CM | General Fund | Commercial Marina | \$138.34 |
| 2/12/2024 | TCB Security Services Inc | 12905 | SB | General Fund | South Beach | \$2,942.12 |
| 2/12/2024 | TCB Security Services Inc | 12905 | Admin | General Fund | Administration | \$260.70 |
| 2/12/2024 | TCB Security Services Inc | 12905 | NIT | General Fund | International Terminal | \$260.70 |
| 2/12/2024 | TCB Security Services Inc | 12905 | CM | General Fund | Commercial Marina | \$260.70 |
| 2/12/2024 | Thompson's Sanitary Service Inc | 12906 | Utilities | General Fund | South Beach | \$2,799.25 |
| 2/12/2024 | Thompson's Sanitary Service Inc | 12906 | Utilities | NOAA Lease Fund | Multiple | \$494.00 |
| 2/12/2024 | Thompson's Sanitary Service Inc | 12906 | Utilities | General Fund | Commercial Marina | \$3,424.96 |
| 2/12/2024 | Thompson's Sanitary Service Inc | 12906 | Utilities | General Fund | International Terminal | \$2,015.11 |
| 2/12/2024 | Orrco | 12894 | Utilities | General Fund | Commercial Marina | \$1,307.50 |
| 2/12/2024 | Orrco | 12894 | Utilities | General Fund | Commercial Marina | \$1,220.00 |
| 2/12/2024 | Englund Marine Supply Co Inc | 12911 | Operating Supplies | General Fund | Commercial Marina | \$62.32 |
| 2/12/2024 | Mark Flores & Marilyn Greene | 12892 | Discounts and Refunds- Storage Overpayment Refur | General Fund | Commercial Marina | \$87.50 |
| 2/12/2024 | John Schoof | 12888 | Discounts and Refunds- Moorage Refund | General Fund | Commercial Marina | \$1,782.07 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | SB | General Fund | South Beach | \$9,198.03 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | Admin | General Fund | Administration | \$815.02 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | NIT | General Fund | International Terminal | \$815.02 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | CM | General Fund | Commercial Marina | \$815.02 |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|---|----------|---|-----------------|------------------------|-------------|
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | SB | General Fund | South Beach | \$815.00 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | Admin | General Fund | Administration | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | NIT | General Fund | International Terminal | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | CM | General Fund | Commercial Marina | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | SB | General Fund | South Beach | \$815.00 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | Admin | General Fund | Administration | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | NIT | General Fund | International Terminal | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | CM | General Fund | Commercial Marina | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | SB | General Fund | South Beach | \$815.00 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | Admin | General Fund | Administration | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | NIT | General Fund | International Terminal | \$72.22 |
| 2/16/2024 | Bay Area Enterprises Inc | 12928 | CM | General Fund | Commercial Marina | \$72.22 |
| 2/16/2024 | Amazon Capital Services Inc | 12917 | Operating Supplies | NOAA Lease Fund | Multiple | \$204.96 |
| 2/16/2024 | Amazon Capital Services Inc | 12917 | Equipment | NOAA Lease Fund | Multiple | \$50.98 |
| 2/16/2024 | Amazon Capital Services Inc | 12917 | Equipment | NOAA Lease Fund | Multiple | \$283.30 |
| 2/16/2024 | Barrelhead Supply Inc | 12927 | Operating Supplies | General Fund | South Beach | \$7.59 |
| 2/16/2024 | Bill's Pest Control LLC | 12929 | Utilities | NOAA Lease Fund | Multiple | \$155.00 |
| 2/16/2024 | Carver Inc | 12930 | Operating Supplies | General Fund | South Beach | \$241.24 |
| 2/16/2024 | Harvey's Lock & Key Service | 12931 | Repairs and Maintenance | General Fund | International Terminal | \$100.00 |
| 2/16/2024 | Industrial Welding Supply, Inc. | 12932 | Operating Supplies | General Fund | International Terminal | \$96.47 |
| 2/16/2024 | Industrial Welding Supply, Inc. | 12932 | Repairs and Maintenance | General Fund | International Terminal | \$53.00 |
| 2/16/2024 | Industrial Welding Supply, Inc. | 12932 | Repairs and Maintenance | General Fund | International Terminal | \$2.24 |
| 2/16/2024 | KOPIS | 12933 | IT Hardware and Software - Renewal | General Fund | Administration | \$37,590.00 |
| 2/16/2024 | Lincoln County Historical Society | 12934 | Advertising and Promotion | General Fund | Administration | \$600.00 |
| 2/16/2024 | OR Dept of State Lands | 12920 | Lease Expense- APP011870 (ML7150) | General Fund | Commercial Marina | \$485.38 |
| 2/16/2024 | Orkin | 12921 | Contract and Support Services | General Fund | Administration | \$73.99 |
| 2/16/2024 | Pacific Coast Lock & Safe LLC | 12922 | Repairs and Maintenance- Install Lock on AP/Payroll | General Fund | Administration | \$430.00 |
| 2/16/2024 | PBS Engineering and Environmental Inc. | 12923 | Capital Outlay - Land Improvements | General Fund | South Beach | \$23,952.00 |
| 2/16/2024 | Suburban Propane | 12924 | Operating Supplies | General Fund | South Beach | \$366.87 |
| 2/16/2024 | Suburban Propane | 12924 | Operating Supplies | General Fund | South Beach | \$195.75 |
| 2/16/2024 | T & L Chemical Toilet Service LLC | 12925 | Contract and Support Services | General Fund | South Beach | \$85.00 |
| 2/16/2024 | T & L Chemical Toilet Service LLC | 12925 | Contract and Support Services | General Fund | International Terminal | \$85.00 |
| 2/16/2024 | T & L Chemical Toilet Service LLC | 12925 | Contract and Support Services | General Fund | South Beach | \$85.00 |
| 2/16/2024 | T & L Chemical Toilet Service LLC | 12925 | Contract and Support Services | General Fund | South Beach | \$85.00 |
| 2/16/2024 | T & L Chemical Toilet Service LLC | 12925 | Contract and Support Services | General Fund | Commercial Marina | \$740.00 |
| 2/16/2024 | WHA Insurance Agency Inc | 12926 | Renew Policy OPY231456 | General Fund | Administration | \$1,916.77 |
| 2/16/2024 | Newport Fab Shop | 12919 | Repairs and Maintenance | General Fund | Commercial Marina | \$2,400.00 |
| 2/16/2024 | Metro Access Control | 12918 | Professional Services | NOAA Lease Fund | Multiple | \$1,052.00 |
| 2/20/2024 | VOYA-Autopay | PPI03857 | Benefits Payable | General Fund | Multiple | \$525.00 |
| 2/20/2024 | VOYA-Autopay | PPI03856 | Benefits Payable | General Fund | Multiple | \$630.00 |
| 2/21/2024 | Washington State Support Registry **AUTOPOST* | PPI03855 | Garnishment Withholdings Payable | General Fund | Multiple | \$408.50 |
| 2/23/2024 | Newport Ace Hardware Inc | 12941 | Repairs and Maintenance | General Fund | South Beach | \$43.95 |
| 2/23/2024 | Amazon Capital Services Inc | 12935 | Office Expense | General Fund | Administration | \$41.57 |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|--|----------|------------------------------------|-----------------|------------------------|--------------|
| 2/23/2024 | Amazon Capital Services Inc | 12935 | Operating Supplies | General Fund | Administration | \$38.00 |
| 2/23/2024 | AVS Elevator LLC | 12946 | Repairs and Maintenance | NOAA Lease Fund | Multiple | \$3,900.00 |
| 2/23/2024 | Barrelhead Supply Inc | 12954 | Repairs and Maintenance | General Fund | South Beach | \$15.15 |
| 2/23/2024 | Barrelhead Supply Inc | 12954 | Repairs and Maintenance | General Fund | South Beach | \$52.73 |
| 2/23/2024 | Bergerson Construction Inc | 12955 | Capital Outlay - Land Improvements | General Fund | Commercial Marina | \$175,800.00 |
| 2/23/2024 | Bio-Med Testing Services Inc | 12956 | Contract and Support Services | General Fund | Administration | \$90.00 |
| 2/23/2024 | Business Oregon - IFA | 12957 | Debt Service - Principal 65541 | General Fund | Unallocated | \$2,083.33 |
| 2/23/2024 | Doug's Electric Inc | 12960 | Contract and Support Services | General Fund | Commercial Marina | \$399.00 |
| 2/23/2024 | Industrial Welding Supply, Inc. | 12937 | Repairs and Maintenance | General Fund | Commercial Marina | \$12.38 |
| 2/23/2024 | Kern & Thompson LLC | 12938 | Professional Services | General Fund | Administration | \$2,000.00 |
| 2/23/2024 | KOPIS | 12939 | 21-10-100-02- BC Basic Support Jan | General Fund | Administration | \$250.00 |
| 2/23/2024 | Newport Rental Service | 12943 | Equipment | General Fund | South Beach | \$599.20 |
| 2/23/2024 | Newport News Times | 12942 | Advertising and Promotion | General Fund | Administration | \$630.00 |
| 2/23/2024 | Quadient Finance USA Inc | 12945 | Office Expense | General Fund | Administration | \$659.25 |
| 2/23/2024 | Road & Driveway Co Inc | 12947 | Repairs and Maintenance | General Fund | International Terminal | \$585.92 |
| 2/23/2024 | Rondys Inc dba Yaquina Industrial Park | 12948 | Lease Expense | General Fund | International Terminal | \$2,000.00 |
| 2/23/2024 | Special Districts Insurance Services | 12950 | Compensated Absence Expense | NOAA Lease Fund | Multiple | \$1,945.29 |
| 2/23/2024 | Special Districts Insurance Services | 12950 | Compensated Absence Expense | General Fund | International Terminal | \$1,956.00 |
| 2/23/2024 | Special Districts Insurance Services | 12950 | Compensated Absence Expense | General Fund | South Beach | \$6,804.29 |
| 2/23/2024 | Special Districts Insurance Services | 12950 | Compensated Absence Expense | General Fund | Commercial Marina | \$7,780.03 |
| 2/23/2024 | Special Districts Insurance Services | 12950 | Compensated Absence Expense | General Fund | Administration | \$6,015.80 |
| 2/23/2024 | ULINE | 12951 | Operating Supplies | General Fund | Commercial Marina | \$1,083.49 |
| 2/23/2024 | WHA Insurance Agency Inc | 12952 | Prepaid Expenses - HUL0600365 | General Fund | Administration | \$12,123.00 |
| 2/23/2024 | Yaquina Boat Equipment Inc | 12953 | Repairs and Maintenance | General Fund | Commercial Marina | \$340.48 |
| 2/23/2024 | MASA | 12940 | 10061 - SS/2579315 | General Fund | South Beach | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10044 - DW/2252902 | General Fund | South Beach | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10031 - ST/2463165 | General Fund | Administration | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10025 - WS/2221583 | General Fund | South Beach | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10035 - WR/2190416 | General Fund | South Beach | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10048 - BR/2329895 | General Fund | South Beach | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10036 - RM/2220087 | General Fund | Commercial Marina | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10045 - EL/2257962 | General Fund | Commercial Marina | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10013 - MH/2220034 | General Fund | Administration | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10049 - JG/2299411 | General Fund | Commercial Marina | \$14.00 |
| 2/23/2024 | MASA | 12940 | 10060 - ED/2543931 | General Fund | Administration | \$39.00 |
| 2/23/2024 | MASA | 12940 | 10057 - MB/2465189 | General Fund | South Beach | \$39.00 |
| 2/23/2024 | OR Business Development Dept. -OBDD | 12944 | Debt Service - Interest | General Fund | Unallocated | \$1,736.61 |
| 2/23/2024 | OR Business Development Dept. -OBDD | 12944 | Debt Service - Principal | General Fund | Unallocated | \$6,063.39 |
| 2/23/2024 | OR Business Development Dept. -OBDD | 12944 | Debt Service - Interest | General Fund | Unallocated | \$1,751.73 |
| 2/23/2024 | OR Business Development Dept. -OBDD | 12944 | Debt Service - Principal | General Fund | Unallocated | \$6,048.27 |
| 2/23/2024 | Security Monster | 12949 | Operating Supplies- PJ-5141 | General Fund | Administration | \$1,576.50 |
| 2/23/2024 | Englund Marine Supply Co Inc | 12936 | Repairs and Maintenance | NOAA Lease Fund | Multiple | \$39.25 |
| 2/23/2024 | Englund Marine Supply Co Inc | 12936 | Operating Supplies | General Fund | South Beach | \$276.92 |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|--|----------|--|--------------|------------------------|------------|
| 2/23/2024 | Business Oregon - Ports Programs | 12959 | Debt Service - Interest 525206 | General Fund | Unallocated | \$5,343.75 |
| 2/23/2024 | Business Oregon - Ports Programs | 12959 | Debt Service - Principal 525206 | General Fund | Unallocated | \$9,435.65 |
| 2/23/2024 | Business Oregon - Special Public Works | 12958 | Debt Service - Interest L22001 | General Fund | Unallocated | \$4,556.25 |
| 2/23/2024 | Business Oregon - Special Public Works | 12958 | Debt Service - Principal L22001 | General Fund | Unallocated | \$8,045.14 |
| 2/26/2024 | Direct TV**AUTOPOST** | PPI03974 | SB RV Park | General Fund | South Beach | \$813.10 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612073 - 600 SE Bay Blvd - New Admin | General Fund | Administration | -\$31.69 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612072 - 2591 SE Pacific Way | General Fund | Administration | \$36.76 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612071 - SB Marina Temp Dock | General Fund | South Beach | \$93.32 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612068 - 1430 SE Bay Blvd | General Fund | International Terminal | \$443.04 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612067 - 1430 SE Bay Blvd | General Fund | International Terminal | \$466.46 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612063 - 2591 SE Pacific Way # 61 | General Fund | South Beach | \$80.34 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612062 - 1410 SE Bay Blvd Bldg # 1 | General Fund | International Terminal | \$463.48 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612060 - 2320 SE OSU Dr | General Fund | South Beach | \$114.75 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612059 - 600 SE Bay Blvd | General Fund | Commercial Marina | \$72.05 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612058 - 2146 SE Marine Science Dr | General Fund | South Beach | \$586.71 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612057 - 2120 SE Marine Science Dr | General Fund | South Beach | \$258.38 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612056 - 2120 SE Marine Science Dr | General Fund | South Beach | \$789.37 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612054 - 2124 SE Marine Science Dr | General Fund | South Beach | \$178.37 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612053 - 2301 SE Marine Science Dr | General Fund | South Beach | \$162.49 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612051 - SE OSU Dr Marina Pole 21 East | General Fund | South Beach | \$522.93 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612045 - Port Dock 1 | General Fund | Commercial Marina | \$43.48 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612042 - Port Dock 7 | General Fund | Commercial Marina | \$1,160.65 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612040 - SE Bay Blvd by 213 SE Bay Blvd | General Fund | Commercial Marina | \$519.32 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612032 - 2591 SE Pacific Way | General Fund | South Beach | \$30.85 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612031 - 2591 SE Pacific Way, SP 7 | General Fund | South Beach | \$116.83 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612030 - 2591 SE Pacific Way, Sp 8 | General Fund | South Beach | \$27.41 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612029 - 2591 SE Pacific Way | General Fund | South Beach | \$37.38 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612028 - 2591 SE Pacific Way, SP 41 | General Fund | South Beach | \$27.41 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612027 - 2591 SE Pacific Way - SP 74 | General Fund | South Beach | \$29.12 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612026 - 2591 SE Pacific Way - SP 60 | General Fund | South Beach | \$101.36 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612025 - 2591 SE Pacific Way -SP 86 | General Fund | South Beach | \$109.13 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612024 - 2591 SE Pacific Way- SP 9 | General Fund | South Beach | \$35.33 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612023 - Port Dock 7 | General Fund | Commercial Marina | \$2,530.69 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612022 - 2591 SE Pacific Way | General Fund | South Beach | \$186.18 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612021 - PD 7 Hoist Dock | General Fund | Commercial Marina | \$440.58 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612019 - Port Dock 5 | General Fund | Commercial Marina | \$3,190.56 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612016 - SB Marina Dock J | General Fund | South Beach | \$73.49 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612015 - SB Marina Unit H | General Fund | South Beach | \$1,490.44 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612014 - SB Marina Unit G | General Fund | South Beach | \$670.18 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612013 - SB Marina Sewer & Lift | General Fund | South Beach | \$31.47 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612012 - SB Marina | General Fund | South Beach | \$483.34 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612011- SB Boat Slip E | General Fund | South Beach | \$626.48 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612010 - SB Boat Slip D | General Fund | South Beach | \$1,053.42 |

Accounts Paid Report

| Date | Vendor | Document | Description | Fund | Dept | Amount |
|-----------|-----------------------------------|----------|---|-----------------|------------------------|------------|
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612009 - SB Boat Slip C | General Fund | South Beach | \$260.06 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612008 - SB Boat Slip B | General Fund | South Beach | \$1,235.66 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612007 - SB Boat Slip A | General Fund | South Beach | \$1,425.23 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612006 - SB Fuel Dock | General Fund | South Beach | \$249.97 |
| 2/28/2024 | Central Lincoln PUD**AUTOPOST** | PPI03896 | 302612000 - 600 SE Bay Blvd | General Fund | Administration | \$721.19 |
| 2/29/2024 | Carson Oil Co Inc **AUTOPOST** | PPI03919 | Fuel | General Fund | International Terminal | \$161.89 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 172421.00 - PON RV Dump | General Fund | South Beach | \$79.58 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 171451.00 - 710 SE Bay Bvd | General Fund | Commercial Marina | \$305.29 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 170971.00 - Terminal Office | General Fund | International Terminal | \$969.66 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 170851.01 - SE Marine Science Dr | NOAA Lease Fund | Multiple | \$168.65 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 167681.00 - Irrigation System | General Fund | South Beach | \$749.32 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 106321.00 - Launch Ramp & CXT Restroom | General Fund | South Beach | \$408.49 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 100541.00 - Terminal Storage Bldg/Trident | General Fund | International Terminal | \$147.18 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94891.00 - NM Moorage - Laundry | General Fund | South Beach | \$205.79 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94871.00 - Fuel Dock NM Moorage | General Fund | South Beach | \$1,394.63 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94861.00 - Docks F,G,H,J | General Fund | South Beach | \$154.26 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94851.00 - Docks C,D,E | General Fund | South Beach | \$258.84 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94841.00 - Docks A & B | General Fund | South Beach | \$596.77 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94821.00 - SB Restrooms Fish Table | General Fund | South Beach | \$244.71 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94811.00 - RV Dump | General Fund | South Beach | \$79.58 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 94751.00 - OPS Shop SB Water | General Fund | South Beach | \$127.75 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 34261.01 - Newport Marina | General Fund | South Beach | \$458.77 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 7591.00 - Port Dock 7 | General Fund | Commercial Marina | \$1,762.59 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 7571.00 - Port Dock 5 | General Fund | Commercial Marina | \$1,171.01 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 7561.00 - Port Dock 1 | General Fund | Commercial Marina | -\$136.93 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 6971.01 - Port Dock 3 | General Fund | Commercial Marina | \$88.09 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 6611.01 - Sportsman Trailer Park | General Fund | South Beach | \$346.37 |
| 2/29/2024 | City of Newport Water**AUTOPOST** | PPI03942 | 4291.00 - OPS Bldg | General Fund | Commercial Marina | \$1,353.14 |
| 2/29/2024 | Windcave - AutoPay | PPI03949 | Fees | General Fund | South Beach | \$20.00 |
| 2/29/2024 | Windcave - AutoPay | PPI03949 | Fees | General Fund | Commercial Marina | \$155.00 |

OLD BUSINESS

DATE: March 13, 2023
RE: Third Party Liability and Charters
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

During this time of year, many charter vessels are getting ready for the coming season and we start receiving a lot of insurance certificates and questions about our requirements (attached). We are going to clarify on our webpage that commercial passenger vessels are both commercial vessels and charters, so the coverage requirements under both those sections apply to them. It is also advisable to consider feedback from users that we've received regarding the cost of premiums and coverage.

We often get questions about why charters are required a general liability limit of \$2 million. We also hear that we're requiring more liability insurance than other Ports, which is true in some cases although there are Ports that are *just now* getting around to requiring businesses to carry insurance at all. Finally, we hear from many uninspected commercial passenger vessels that their boats are too small to warrant \$2 million of liability coverage, and that the cost of that insurance is too much for them. They often seek to make the point that a vessel that small is limited in the damage they can cause.

We adopted these limits at the recommendation of our insurance agent (WHA), who seeks to advise in the Port's best interest. The \$2 million limit is established because that is the tort limit, which is the maximum amount for which the Port can be held liable in terms of general liability. It is important to keep in mind that the liability isn't limited by the vessel size, but in the activity the business is engaged in, and in the case of charters their business is in bringing more people to the Port. In doing so the relationship these customers have with the Port where risk is concerned is different from a standard recreational user, and an uninspected commercial passenger vessel customer's claim could easily go over \$2 million depending on the scenario.

DETAIL

Over the course of the past couple weeks, I've been in touch with insurance providers to individual Port users as well as our own insurance agent to get the best understanding of the insurance market (what's available and general costs), and to try and determine if we can improve the balance between covering the risk to the Port and adapting to the needs of one particular Port user. We were able to come to an agreed upon limit with that user that is acceptable to both the Port and the user. However, I expect now that we were able to do that, we will likely get more requests from other uninspected commercial passenger vessels about insurance limits.

The Port's risks regarding charters and general liability revolve around the nature of their business, and that it primarily exists to bring paying customers into the Port's facilities. Other commercial vessels

primarily bring their employees into the Port's facilities, who are covered under other laws, and have a reasonable expectation for training, awareness, and professionalism (a lesser degree of risk to the Port than the average person). Additionally, we want to be sure the use of the facilities by the customers of the business using the Port is covered. This includes upland facilities, although it's likely that we won't be able to avoid the risk associated with things such as parking lots, we do want to be sure that use of the fillet tables and other related facilities are covered.

With the understanding that the difference between approximately \$1 million in General Liability coverage or Protection and Indemnity (P&I) Coverage, and a combination thereof that reaches the \$2 million mark can be up to more than \$5,000 annually, our insurance agent suggested that it's possible we could consider lowering the liability coverage for charters back down to \$1 million if we decide that the cost of insurance is detrimental to the point that the Port should consider losing the business. We are currently accepting combinations of coverage at this level from individual operators, and have not yet encountered any problems. I suggest we should consider lowering the requirement to that level across the board as we've seen difficulty for many to attain that standard.

We explored the possibility of strengthening the indemnification language in the charter license, but after consulting with our attorney, it's clear that we likely will miss the third party (customer) liability in this scenario. The Port would be unprotected against liability claims directly from the customers of the charter businesses.

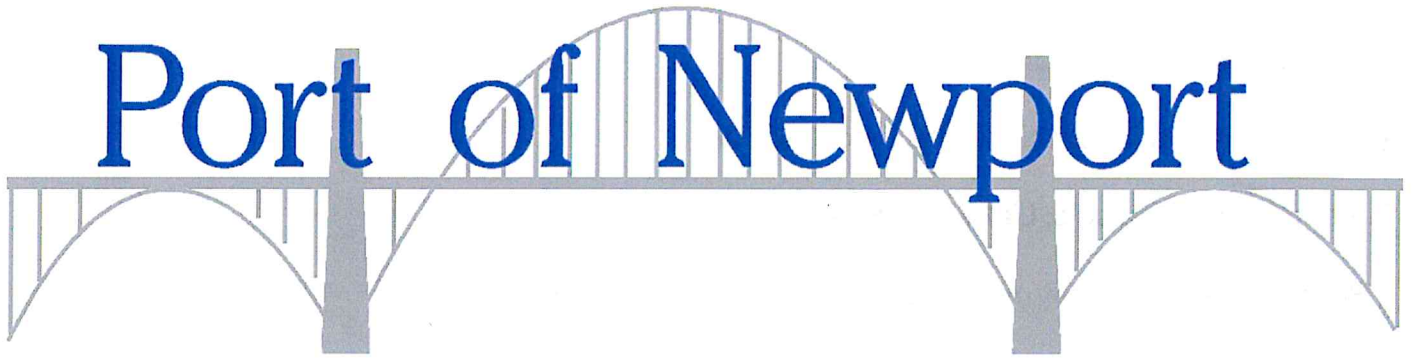
We must additionally consider that a paying patron of a charter business is no longer covered under recreational immunity by the Port because they've changed their relationship to the Port as a customer of the charter.

I have forwarded this scenario to Special Districts Insurance Services (SDIS) to determine if they would cover the Port for the gap between a \$1 million dollar limit, and the \$2 million dollar tort cap. I'm currently still waiting for an answer from them.

I do think that for those charter businesses who carry the minimum requirements otherwise specified for commercial vessels, and who can put together a combination of general liability and/or P&I coverage or premises liability extensions to cover their customers use of the Port facility for a total of \$1 million, that the Port should be able to consider that coverage to be adequate for a charter vessel.

I recommend the following motion:

I MOVE TO AUTHORIZE STAFF TO MAKE THE APPROPRIATE CHANGES TO THE EXISTING RATES AND INSURANCE REQUIREMENTS TO AUTHORIZE COMMERCIAL PASSENGER VESSELS TO OPERATE AT THE PORT WITH A GENERAL LIABILITY LIMIT OF \$1 MILLION TO INCLUDE A COMBINATION OF LIABILITY AND PREMISE EXTENTIONS IN ADDITION TO THE STANDARD REQUIREMENTS FOR A COMMERCIAL VESSEL PENDING CONSENSUS BY SDIS.



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THIS ITEM APPEARS ON

[PORT OF NEWPORT RATES \(/PORT-OF-NEWPORT-RATES\)](/port-of-newport-rates)

Insurance Certificate Limits

Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. Subject to periodic review by Insurance Agent, and subsequent changes by the Port's Management and/or the Board of Commissioners.

A certificate naming the Port of Newport as an additional insured is required.

A. Leases/Tenants General Liability, Each Occurrence - \$2MM

- 1. Damage to Rented Premises (each occurrence) - \$300K
- 2. Medical Expenses (any one person) - \$5K
- 3. Personal and Adverse Injury - \$2MM
- 4. General Aggregate - \$2MM
- 5. Products – Comp/Op Aggregate - \$2MM

B. Commercial Vessels, Liability Coverage Requirements.

1. Protection and Indemnity, must not exclude Wreck Removal - \$250K
2. Pollution Liability - \$300K
3. If Pollution and Indemnity Combined - \$600K

C. Recreational Vessels, Liability Coverage Requirements

1. Protection & Indemnity, must not exclude Wreck Removal - \$250K
2. Pollution Liability - \$300K
3. -or- Water Craft Liability, must include both wreck removal and pollution liability coverage. Umbrella clauses must identify boats exceeding 25 ft. - \$500K

D. Charter/Guide Vessels.

1. General Liability - \$2MM

E. International Terminal Vessels - Tariff No. 1

1. Maritime Employer's Liability (Jones Act) - \$1MM
2. Commercial and/or Comprehensive Marine General Liability - \$5MM

F. Vendors. (reserved)

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STAFF REPORT

DATE: 15 March 2024
RE: 2024-2025 Rates and Fees
TO: Paula Miranda, General Manager
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

BACKGROUND

Each budget year the Port Commission is required to approve rates and fees, prior to the budget presentation.

DETAIL

Included in your commission packet are the proposed rates for the fiscal year 2024-25 and a summary of the budget changes.

To determine an appropriate increase, the Consumer Price Index (CPI) for the period of January 2023 to December 2023 was reviewed. The core CPI for the calendar year 2023 was 3.7%.

Next, we took a look at the expected inflation rate for the upcoming year. Avantax, Key Private Bank, and Pantheon Macroeconomics expects core inflation to drop over the next 12 months. Hirtle, Callaghan and Co, Mercatus Center, and Goldman Sachs Asset management were not so sure, especially given the January CPI which came in higher than expected, along with the unemployment rate being low. There is no clear consensus on the inflationary trend in the next 6-12 months.

Inflation trends make it necessary to increase prices.

The new rates will be reflected in revenue in the 2024-25 period. It takes a full fiscal year for the increased rates to be reflected in revenues, as most sites are already booked for the summer months. This is why the increase in rate may be higher or lower than the CPI.

RECOMMENDATION and MOTION

I recommend a commissioner make the following motion:

I motion to adopt resolution 2024-04 setting Rates, Fees, and Charges.



2024-25 Rate and Fee Schedule
Effective July 1, 2024

Section 1
Commercial Marina Rates and Fees
Effective July 1, 2024

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|-------------------|
| <u>Moorage Per Foot</u> | | | |
| Transient (Daily) | \$0.78 | \$0.85 | \$0.88 |
| Weekly | | \$5.40 | \$5.60 |
| Monthly | \$13.99 | \$15.389 | \$15.96 |
| Semi Annual | \$51.27 | \$55.88 | \$57.95 |
| Annual | \$68.36 | \$74.51 | \$77.27 |
| <u>Service Docks</u> | | | |
| <i>Per day, per linear foot</i> | | | |
| Swede's Dock. In addition to moorage. (2X moorage) | \$1.56 | \$1.72 | \$1.76 |
| <u>Parking Permits</u> | | | |
| <i>Only Issued to commercial fisherman and select Lessors of the Port</i> | | | |
| Annual Jan thru Dec | | \$100.00 | \$100.00 |
| Monthly Valid for the month issued (No prorating) | | \$25.00 | \$25.00 |
| <u>Forklift</u> | | | |
| <i>Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 hour increments the first hour, thereafter are billed in 15 minute increments. For after hours work, travel time and/or overtime charges may apply.</i> | | | |
| Small Forklift (equipment only) | \$15.73 | \$17.14 | \$17.77 |
| Labor for Small Forklift | \$67.09 | \$72.08 | \$74.75 |
| <u>Electricity</u>, Per day charge | | | |
| Swede's Dock (regardless of voltage) | \$20.65 | \$22.51 | \$23.34 |
| 120v, not on Port Docks | \$8.93 | \$9.74 | \$10.10 |
| PD 7 Service Dock | \$8.93 | \$9.74 | \$10.10 |
| PD 7 Yard Charge, trucks | \$14.98 | \$16.33 | \$16.93 |
| Net & Gear Maintenance | \$25.89 | \$28.22 | \$29.26 |
| <i>Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate</i> | | | |
| <u>Cards</u> | | | |
| Original (1st one) | \$25.00 | \$27.25 | \$28.26 |
| Replacement/additional | \$45.00 | \$49.05 | \$50.86 |
| <u>Storage, Lot, Outside</u> | | | |
| Per square foot, monthly charge | \$0.32 | \$0.35 | \$0.36 |
| Minimum monthly charge | \$28.36 | \$30.91 | \$32.05 |
| Boat trailer only, per night | \$3.16 | \$3.44 | \$3.57 |
| Boat on trailer, per night, 10 days limit | \$10.06 | \$10.96 | \$11.37 |
| <u>Wharfage, per pound</u> | | | |
| Squid | \$0.04 | \$0.04 | \$0.04 |
| <u>Annual MLA Wait List Fee - Initial</u> | | | |
| Renewal of annual wait list fee (charged annually on July 1 of each year) | \$10.00 | \$10.90 | \$11.30 |
| Failure to Register | \$59.92 | \$150.00 | ` |
| <i>For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate plus fee</i> | | | |
| Vessel Disposal, Cost plus | cost plus 25% | 25% | 25% |
| <i>Vessel owner is responsible for vessel disposal, if Port is required to dispose of a vessel, the vessel owner will be charged.</i> | | | |
| Truck Toll, per axle | \$7.92 | \$8.63 | \$8.95 |
| <i>Vehicles with a Commercial Motor Vehicle Classification of Class 6 Or higher (GVWR of 19,501 lbs or above).</i> | | | |
| Pallet Charge, Per pallet | \$7.70 | \$35.00 | \$36.30 |
| <i>Any Port owned pallet leaving yard</i> | | | |
| <u>Port Labor</u> | | | |
| <i>Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.</i> | | | |
| Regular Hours | \$66.13 | \$72.08 | \$74.75 |
| Overtime | \$99.19 | \$112.08 | \$116.23 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i> | | | |
| Emergency Call-out | \$125.14 | \$136.40 | \$141.45 |

Section 1
Commercial Marina Rates and Fees
Effective July 1, 2024

Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged

Disposal Fees

| | | | |
|--|--------|----------|----------|
| Recycle Fees | \$3.00 | \$3.27 | \$3.39 |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> | | | |
| Net Disposal and/or Related Gear, per pound | \$0.27 | \$0.29 | \$0.30 |
| Garbage, per Tote, Minimum charge 1 tote | \$0.21 | \$100.00 | \$103.70 |

Clean-up

Fees will be charged for each man-hour at the established labor rate. Equipment charges are extra.

| | | | |
|--|----------|----------|----------|
| Clean-up Fee, per hour, plus garbage fee | \$66.46 | \$72.44 | \$75.12 |
| Spill cleanup, per hour. | \$120.43 | \$131.27 | \$136.13 |
| <i>Regardless of type, HAZWOPER trained staff.</i> | | | |

Work Barge

Includes equipment and labor.

| | | | |
|----------------------------------|---------|---------|---------|
| Work Barge (w/o labor). | \$31.14 | \$33.94 | \$35.20 |
| Skiff, per hour w/ labor. | \$83.25 | \$90.74 | \$94.10 |

Hoist Docks

Tie up fee, per hour, includes use of hoist

| | | | |
|------------------------------------|---------|---------|---------|
| One hour minimum, up to 3hr | \$48.42 | \$52.78 | \$54.73 |
| After 3 hours | \$57.89 | \$63.10 | \$65.43 |

Hoist Dock Cranes

In addition to hoist dock rate.

| | | | |
|---|----------|----------|----------|
| Large Capacity. Includes equipment and labor. Per Hour | \$118.07 | \$128.70 | \$133.46 |
| Launch Sail Boats. Includes recovery, per launch | \$55.48 | \$60.47 | \$62.71 |

| | | | |
|--|-------|-------|-------|
| <u>Water</u>, city rate + % Fee (2023-4 rate: 5.81 per 1000 Gals) | 7.50% | 7.50% | 7.50% |
|--|-------|-------|-------|

Section 2
South Beach Recreational Marina Rates and Fees
Effective July 1, 2024

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|-------------------|
| <u>Moorage Rates Per linear foot</u> | | | |
| <i>No Refunds for early checkout or departure. Charge based on boat or slip length, whichever is greater.</i> | | | |
| <i>J and F-Docks 24' minimum, 24' or longer charged actual length of vessel.</i> | | | |
| Daily | \$0.96 | \$1.04 | \$1.08 |
| Weekly | \$5.96 | \$6.50 | \$6.74 |
| Monthly** | \$17.79 | \$19.74 | \$20.47 |
| SemiAnnual** | \$55.70 | \$61.83 | \$64.12 |
| Annual** | \$87.38 | \$96.12 | \$99.68 |
| <i>** includes launch fee, 1 parking pass, Internet service (can forfeit parking pass for extra vehicle in RV space)</i> | | | |
| <u>Deposits</u> | | | |
| Daily | | | Full Payment |
| Weekly | | | Full Payment |
| SemiAnnual | | | \$500.00 |
| <i>Not staying year round, due at time of reservation</i> | | | |
| <u>Cancellation Fee</u> | | | |
| Annual or Semi-Annual Moorage Holders | | | |
| 30 days or more before check-in date | \$63.21 | \$70.00 | \$70.00 |
| Less than 30 days before check-in | \$125.19 | \$150.00 | \$150.00 |
| Early check-out requires recalculated moorage, based on actual stay plus Fee | | \$150.00 | \$150.00 |
| Daily, Weekly, Monthly | | | |
| 30 days or more before check-in date | | | \$15.00 |
| Less than 30 days before check-in | | | \$50.00 |
| <u>Change Fee (includes date changes)</u> | | | |
| | | \$25.00 | \$25.00 |
| <u>Live aboard Per Person, contract required (No New liveaboards offered)</u> | | | |
| | \$95.37 | \$103.95 | \$107.80 |
| <u>Monthly Live aboard Electrical surcharge</u> | | | |
| | \$38.23 | \$41.67 | \$43.21 |
| <u>Moorage Discounts</u> | | | |
| <i>only one discount per customer</i> | | | |
| Those over 65, Veterans that are currently active, honorably discharged or retired military, and in good standing* with the Port (South Beach only) | 5.0% | 5.0% | 5.0% |
| <i>* Must have a current signed Moorage License agreement, Insurance must be up to date, Vessel Registration must be current, Vessel must navigable, and moorage prepaid with no past due amounts.</i> | | | |
| <u>South Beach Charter Rates</u> | | | |
| Annual Moorage, per linear foot | \$77.53 | \$85.29 | \$88.45 |
| Semi-Annual Moorage, per linear foot | | | \$64.12 |
| Charter License | \$417.27 | \$454.82 | |
| Annual | | | \$471.65 |
| Weekly | | | \$25.00 |
| Daily | | | \$10.00 |
| <u>Fillet License</u> | | | |
| <i>A fillet license is valid for the calendar year in which it is issued, no prorating</i> | \$200.00 | \$200.00 | \$200.00 |
| <u>Dock Box</u> | \$447.03 | \$487.27 | \$505.30 |
| <u>Line Replacement</u> , Per foot, per time | \$1.81 | \$1.97 | \$2.04 |
| <u>Launch Fee</u> | | | |
| Daily | \$9.00 | \$9.00 | \$9.00 |
| Annual | | | |
| <i>Discounts Seniors 10%; Military, Disabled Military with evidence of honorable discharge and Active duty Veterans 5%.</i> | | | |
| Resident | \$117.60 | \$128.18 | \$132.92 |
| Non-resident | \$167.92 | \$183.03 | \$189.80 |
| <u>Parking</u> | | | |
| Daily, Vehicle | \$5.00 | \$7.00 | \$7.00 |
| Annual Pass, Vehicle | \$45.00 | \$75.00 | \$75.00 |
| Trailer, Daily | | \$3.42 | \$3.57 |
| Trailer, Monthly | | | \$120.00 |

Section 2
South Beach Recreational Marina Rates and Fees
Effective July 1, 2024

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-----------------------------------|--|
| Trailer with Vessel (10 Day Maximum), Per day | | | \$4.00 per day plus \$1.15 per foot based on vessel length |
| <u>Wait List Fee</u> | | | |
| Charged at time of placement on waitlist, renewals are charged July 1 of each year. | | | |
| Annual or semi-annual, change slip waiting list fee | \$25.00 | \$27.25 | \$30.00 |
| Renewal of annual wait list fee | \$10.00 | \$10.90 | \$15.00 |
| <u>Service Fee Reimbursement</u> | \$119.79 | \$130.57 | \$140.00 |
| <i>For electric pedestal amperage overloads, and GFCI trips (2 or more in a 60 day period) Emergency call out may also apply</i> | | | |
| <u>Pump/Line Service. Per hour</u> | | \$163.99 | \$170.06 |
| <i>Includes two Port employees. Additional staff will be billed at the established hourly labor rate, minimum of 15 minute staff time (rate begins at time staff leaves the Operations building, two employees typically retie or pump a boat</i> | | | |
| | | After hours: \$243.99 per hour | |
| <u>Work Barge</u> | | | |
| <i>Includes equipment and labor.</i> | | | |
| Work Barge (w/o labor). | \$31.14 | \$33.94 | \$35.20 |
| Skiff, per hour w/ labor. | \$83.25 | \$90.74 | \$94.10 |
| <u>Clean-up</u> | | | |
| <i>Fees will be charged for each man-hour at the established labor rate. Equipment charges are extra.</i> | | | |
| Clean-up Fee, per hour, plus garbage fee | \$66.46 | \$72.44 | \$75.12 |
| Spill cleanup, per hour. | \$120.43 | \$131.27 | \$136.13 |
| <i>Regardless of type, HAZWOPER trained staff.</i> | | | |
| <u>Disposal Fees</u> | | | |
| Recycle Fees | \$3.00 | \$3.27 | \$3.39 |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> | | | |
| Garbage, per Tote, one tote minimum charge | \$0.21 | \$100.00 | \$103.70 |
| <u>Port Labor</u> | | | |
| <i>Includes all staff, fully burdened. Per hour, one hour minimum, in 15 minute increments.</i> | | | |
| Regular Hours | \$66.13 | \$72.08 | \$74.75 |
| Overtime | \$99.19 | \$112.08 | \$116.23 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i> | | | |
| Emergency Call-out | \$125.14 | \$136.40 | \$141.45 |
| <i>Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged</i> | | | |
| <u>Vessel Disposal, Cost plus</u> | cost plus 25% | 25% | 25% |
| <i>Vessel owner is responsible for vessel disposal, if Port is required to dispose of a vessel, the vessel owner will be charged, and sent to collections, if necessary.</i> | | | |
| <u>Failure to Register</u> | \$59.92 | \$150.00 | \$155.55 |
| <i>For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate plus fee</i> | | | |
| <u>Truck Toll, per axle</u> | \$7.92 | \$8.63 | \$8.95 |
| <i>Vehicles with a Commercial Motor Vehicle Classification of Class 6 Or higher (GVWR of 19,501 lbs or above).</i> | | | |
| <u>Dredge Spoils</u> | \$3.26 | \$3.56 | \$3.69 |
| <i>Includes state fees; (may be waived for public agencies) per Cubic Yard.</i> | | | |

Section 3
South Beach RV Parks Rates and Fees
Effective July 1, 2024

For all parks, no refunds for early checkout/departures

FY 2023 FY 2023-24 FY 2024-25

Peak Season (Summer). April 1 – October 31

RV Park Sites

*Discount offered for daily stay only. Discount offered only in the Annex and Main Park, no discount for Dry Camp:
 Good Sam & FMCA 10%, Veteran 5%.*

Main Park**

| | | | |
|-----------------------------|------------|------------|------------|
| Daily | \$68.16 | \$74.29 | \$77.04 |
| Monthly with Vessel Slip | \$1,078.53 | \$1,337.30 | \$1,437.18 |
| Monthly without Vessel Slip | | \$1,448.74 | \$1,617.84 |

The Annex**

| | | | |
|-----------------------------|----------|------------|------------|
| Daily | \$50.00 | \$54.50 | \$54.50 |
| Monthly with Vessel Slip | \$930.97 | \$981.03 | \$1,062.75 |
| Monthly without Vessel Slip | | \$1,062.79 | \$1,144.50 |

Dry Camping, daily

| | | | |
|--|---------|---------|---------|
| | \$30.67 | \$33.43 | \$34.67 |
|--|---------|---------|---------|

Two week stay Maximum

Off Season (Winter). November 1 – March 31. No discounts during Seafood and Wine Festival.

RV Park Sites

*Discount offered for daily stay only. Discount offered only in the Annex and Main Park, no discount for Dry Camp:
 Good Sam & FMCA 10%, Veteran 5%.*

Main Park **

| | | | |
|---------|----------|------------|------------|
| Daily | \$61.34 | \$66.86 | \$69.33 |
| Monthly | \$965.00 | \$1,071.15 | \$1,110.78 |

The Annex **

| | | | |
|---------|----------|----------|------------|
| Daily | \$48.83 | \$53.22 | \$55.19 |
| Monthly | \$908.23 | \$989.97 | \$1,026.60 |

Dry Camping, daily

| | | | |
|--|---------|---------|---------|
| | \$28.38 | \$30.93 | \$32.07 |
|--|---------|---------|---------|

Two week stay maximum

High Traffic Surcharge

Per night (2 night minimum stay) charged added to all RV Park stays in Marina RV Park, RV Park Annex, and Dry Camping.

| | | | |
|---|---------|---------|---------|
| Memorial Day, Labor Day (Friday, Saturday, Sunday) | \$21.30 | \$24.50 | \$25.41 |
| 4th of July (July 3rd, 4th, 5th) | \$21.30 | \$24.50 | \$25.41 |
| Seafood & Wine Festival (Thursday, Friday, Saturday, Sunday) | \$53.25 | \$61.24 | \$63.51 |
| Seafood & Wine Festival, Dry Camping | \$21.30 | \$24.50 | \$25.41 |
| Other Special Events | varies | varies | varies |

South Beach Meeting Room

Must be pre-arranged and authorized. Keys must be obtained and returned.

| | | | |
|--|----------|----------|----------|
| Half Day | \$47.71 | \$52.00 | \$52.00 |
| Full Day | \$119.23 | \$129.96 | \$129.96 |
| Park Guests or Moorage Holders Half day | | \$25.00 | \$25.00 |
| Park Guests or Moorage Holders Full Day | | \$50.00 | \$50.00 |

Pet Fee

| | | | |
|---|---------|---------|---------|
| Daily. First pet free; each additional | \$4.58 | \$4.99 | \$5.17 |
| Monthly. First pet free; each additional | \$12.51 | \$13.64 | \$14.14 |

Extra Person(s) Fee

First two included, regardless of age; each additional person charged.

| | | | |
|----------------|---------|---------|---------|
| Daily | \$4.79 | \$5.22 | \$5.41 |
| Monthly | \$50.11 | \$54.62 | \$56.64 |

Extra Vehicle Fee

Any combination of three axle pieces of equipment (i.e. trailer, Fifth wheel, truck/car, storage trailer.) Charged for fourth piece, must fit within parking area of site, no parking is allowed on the grass. If L-T Moorage holder forfeits annual pass 1 vehicle is waived.

| | | | |
|--------------|---------|---------|---------|
| Daily | \$11.93 | \$13.00 | \$13.48 |
|--------------|---------|---------|---------|

Section 3
South Beach RV Parks Rates and Fees
Effective July 1, 2024

For all parks, no refunds for early checkout/departures

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|--|
| Monthly | \$59.64 | \$65.01 | \$67.42 |
| <u>Reservation Deposits</u> | | | |
| Deposits are payable at time of booking, Deposits applied to actual stay, subject to cancellation fee. Online reservations require full payment at time of reservation. | | | |
| Daily | | | |
| Main Park | | First Nights Stay | First Nights Stay |
| Annex | | First Nights Stay | Stay |
| Dry Camp | | First Nights Stay | Full payment |
| Monthly | | | |
| Main Park | | First months stay | First Months Stay - Applied at end of stay |
| Annex | | First months stay | |
| <u>Non-refundable portion of Reservation Fee</u> | | | |
| Daily reservation, except holiday or special event | | | |
| 72 hours or more before check-in date | \$17.89 | \$25.00 | \$25.00 |
| Less than 72 hours before check-in date | | First Night | Deposit |
| Credit , valid for one year, may be issued, with no fee | | | |
| Holiday or special events | | | |
| 14 days or more before check-in date | \$63.21 | \$68.90 | No Refunds |
| Less than 14 days before check-in date | | First Night | No Refunds |
| Monthly reservations | | | |
| 30 days or more before check-in date | \$63.21 | \$150.00 | \$150.00 |
| Less than 30 days before check-in | \$125.19 | \$300.00 | \$300.00 |
| <u>Change Fee - for any changes to a reservation</u> | | | |
| | | \$25.00 | \$25.00 |
| <u>Service Fee Reimbursement</u> | | | |
| <i>For electric pedestal amperage overloads, First service call included in base rate.</i> | Cost + 25% | \$125.00 | \$125.00 |
| <u>Storage</u> | | | |
| Outside Lot Storage | | | |
| Boat trailer only, per night must park in specified area | \$3.14 | \$3.42 | \$3.55 |
| Monthly - Boat trailer only | | | \$102.00 |
| Boat on trailer, per night, 10 days limit, must park in specified area | \$10.01 | \$10.91 | \$11.31 |
| Emergency Storage Fee. | | | |
| <i>Per day. For vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245). 1st day free. Each additional day</i> | \$35.25 | \$38.42 | \$39.84 |
| <u>Forklift</u> | | | |
| <i>Forklift and Labor have a 1/2 hour minimum, are billed in 1/2 increments the first hour, thereafter are billed in 15 minute increments For after hours work, travel time and/or overtime charges may apply.</i> | | | |
| Small Toyotas. (equipment only) | \$15.73 | \$17.14 | \$17.77 |
| Labor for Small Forklift | \$66.13 | \$72.08 | \$74.75 |
| <u>Port Labor</u> | | | |
| Regular Hours | \$66.13 | \$72.08 | \$74.75 |
| Overtime | \$99.19 | \$112.08 | \$116.23 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i> | | | |
| Emergency Call-out | \$125.14 | \$136.40 | \$141.45 |
| <i>Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged</i> | | | |
| <u>Clean-up</u> | | | |
| <i>Fees will be charged for each man-hour at the established labor rate. Equipment charges are extra.</i> | | | |
| Clean-up Fee, per hour, plus garbage fee | \$66.46 | \$72.44 | \$75.12 |
| Spill cleanup, per hour. | \$120.43 | \$131.27 | \$136.13 |
| <i>Regardless of type, HAZWOPER trained staff.</i> | | | |
| <u>Disposal Fees</u> | | | |

Section 3
South Beach RV Parks Rates and Fees
Effective July 1, 2024

For all parks, no refunds for early checkout/departures

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|-------------------|
| Recycle Fees | \$3.00 | \$3.27 | \$3.39 |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> | | | |
| Garbage, per Tote, regardless of how full | \$0.21 | \$100.00 | \$100.00 |

Section 4
International Terminal Rates and Fees
Non- Cargo/Freight
Effective July 1, 2024

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|---|----------------|-------------------|-------------------|
| <u>Commercial Fishing Dockage Charges</u> , (\$III.13), Rate per day, by length | \$1.60 | \$1.75 | \$1.81 |
| <u>Forklifts</u> | | | |
| <i>Forklift and Labor have a 1 hour minimum, thereafter are billed in 1/2 hour increments. For after hours work, travel time and/or overtime charges may apply.</i> | | | |
| Small. Toyotas. (equipment and Labor) | \$81.86 | \$89.23 | \$95.41 |
| Large Forklift (per Hour) | \$105.07 | \$114.53 | \$118.77 |
| <u>Hydraulic Crane</u> | | | |
| <i>Equipment and labor. 50-ton capacity, per hour, 1 hour minimum</i> | | | |
| | \$241.50 | \$263.24 | \$290.77 |
| <u>Commercial Fishing Wharfage Fees</u> | | | |
| Squid and Live Crab | \$0.04 | \$0.04 | \$0.04 |
| Crab for Cooked market* | \$0.04 | \$0.04 | \$0.04 |
| Other Seafood | \$0.05 | \$0.04 | \$0.04 |
| * <i>Dependant on Market Conditions, Executive Director or Designee may reset</i> | | | |
| <u>Electricity</u> | | | |
| <i>Per day charge.</i> | | | |
| NIT Dock (regardless of voltage) | \$20.65 | \$22.51 | \$23.34 |
| 120v, not on Port Docks | \$8.93 | \$9.73 | \$10.09 |
| <u>Storage</u> | | | |
| Lot Storage | | | |
| Per Square foot, monthly Charge | \$0.37 | \$0.40 | \$0.41 |
| Minimum monthly Charges | \$34.88 | \$38.02 | \$39.43 |
| Emergency Storage Fee. Per day, billed as guest. | \$36.81 | \$40.12 | \$41.60 |
| <i>1st day free, for vehicles, boats or trailers prior to being considered unclaimed property in possession (ORS 98.245).</i> | | | |
| Charge for improper use of parking lot, per day | \$27.64 | \$30.13 | \$31.24 |
| <u>International Terminal Meeting Room</u> | | | |
| <i>Keys must be obtained and returned. Certain waivers by required by management.</i> | | | |
| Half day | \$47.94 | \$52.25 | \$54.18 |
| Full day | \$95.82 | \$104.44 | \$108.30 |
| <u>Per Gallon Fuel Surcharge</u> | \$0.05 | \$0.05 | \$0.05 |
| <u>Per Day Port Security Fee (\$1.13)</u> | \$1,020.89 | \$1,112.77 | \$1,153.94 |
| <u>Materials & Supplies (\$1.31) (cost plus)</u> | \$0.32 | \$0.32 | \$0.33 |
| <u>Net & Gear Maintenance</u> | \$28.14 | \$30.67 | \$31.80 |
| <i>Boat crew is responsible for clean-up. If Port Employees are required to clean up area, the boat account will be billed at the established hourly labor rate + garbage disposal rate (7-Day Max)</i> | | | |
| <u>Parking</u> | | | |
| Monthly | | | \$25.00 |
| Annual | | | \$100.00 |
| <u>Disposal Fees</u> | | | |
| Recycle Fees | 3 | 3.27 | \$3.39 |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> | | | |
| Net Disposal and/or Related Gear, per pound | 0.2675 | 0.29 | \$0.30 |
| Garbage, per Tote, Minimum charge 1 Tote | 0.214 | 100.00 | \$103.70 |
| <u>Port Labor</u> | | | |
| <i>Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.</i> | | | |
| Regular Hours | 66.126 | 72.08 | \$74.75 |
| Overtime | 99.189 | 112.08 | \$116.23 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i> | | | |
| Emergency Call-out | 125.1365 | 136.40 | \$141.45 |
| <i>Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged</i> | | | |
| <u>Truck Toll, per axle</u> | \$7.92 | 8.63 | \$8.95 |
| <i>Vehicles with a Commercial Motor Vehicle Classification of Class 6 Or higher (GVWR of 19,501 lbs or above).</i> | | | |
| <u>Office Space (Per Month)</u> | | 1,200 | \$1,244.40 |
| <u>Supply Shacks</u> | | | |

| |
|---|
| <p>Section 4 International Terminal Rates and Fees Non- Cargo/Freight Effective July 1, 2024</p> |
|---|

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|---------------------|-------------------|
| <u>Tug Moorage</u> | | | |
| Water, city rate + % Fee (2023-24 fees 5.81 per 1000 gals) | 7.50% | 7.50% | 7.50% |
| <u>Hoist Docks</u> | | | |
| <i>Tie up fee, per hour, includes use of hoist</i> | | | |
| One hour minimum, up to 3hr | \$48.42 | \$52.78 | \$54.73 |
| More than 3.01 hours | \$57.89 | \$63.10 | \$65.43 |
| <u>Hoist Dock Cranes</u> | | | |
| <i>In addition to hoist dock rate.</i> | | | |
| Large Capacity. Includes equipment and labor. Per Hour | \$118.07 | \$128.70 | \$133.46 |
| <u>Pump/Line Service. Per hour</u> | \$76.77 | \$163.99 | \$170.06 |
| <i>Includes two Port employees. Additional staff will be billed at the established hourly labor rate, minumum of 15 minute staff time (rate begins at time staff leaves the Operations building, two employees typically retie or pump a boat</i> | | <i>After hours:</i> | |
| | | \$243.99 per hour | |
| <u>Work Barge</u> | | | |
| <i>Includes equipment and labor.</i> | | | |
| Work Barge (w/o labor). | \$31.14 | \$33.94 | \$35.20 |
| Skiff, per hour w/ labor. | \$83.25 | \$90.74 | \$94.10 |
| <u>Failure to Register</u> | \$59.92 | \$150.00 | \$155.55 |
| <i>For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate plus fee</i> | | | |

Section 5
International Terminal Rates and Fees
Freight/Cargo Rates

Effective July 1, 2024

| | FY 2023 | FY 2024 | FY 2025 |
|--|-------------------|--------------|------------|
| Dockage Charges , (§III.13), Rate per day, by length | | | |
| 000.00 – 351.05 ft | \$1,948.60 | \$2,124.00 | \$2,202.59 |
| 351.05 – 371.02 ft | \$2,146.25 | \$2,339.45 | \$2,426.01 |
| 371.02 – 400.26 ft | \$2,372.60 | \$2,586.15 | \$2,681.84 |
| 400.26 – 426.51 ft | \$2,638.50 | \$2,876.00 | \$2,982.41 |
| 426.51 – 449.48 ft | \$2,842.10 | \$3,097.90 | \$3,212.52 |
| 449.48 – 475.72 f | \$3,118.75 | \$3,399.45 | \$3,525.23 |
| 475.72 – 498.69 ft | \$3,545.10 | \$3,864.20 | \$4,007.18 |
| 498.69 – 524.93 ft | \$4,224.15 | \$4,604.35 | \$4,774.71 |
| 524.93 – 551.18 ft | \$4,358.30 | \$4,750.55 | \$4,926.32 |
| 551.18 – 574.15 ft | \$4,577.50 | \$4,989.50 | \$5,174.11 |
| 574.15 – 600.39 ft | \$5,237.40 | \$5,708.80 | \$5,920.03 |
| 600.39 – 626.64 ft | \$6,098.50 | \$6,647.40 | \$6,893.35 |
| 626.64 – 649.99 ft | \$6,930.85 | \$7,554.65 | \$7,834.17 |
| Above 650 ft., added on top of above rate, per ft | \$10.70 | \$11.70 | \$12.13 |
| Service and Facility Charges , (§III.2), Per 1000 board feet, unless noted | | | |
| Logs. Scribner scale, ex dock | \$9.31 | \$10.15 | \$10.53 |
| Cants. | \$7.22 | \$7.87 | \$8.16 |
| Lumber. Packaged rough. | \$6.26 | \$6.82 | \$7.07 |
| Lumber. Packaged surfaced | \$5.56 | \$6.06 | \$6.28 |
| Plywood, Veneer, corestock & hardboard, /1000 kilos | \$7.06 | \$7.70 | \$7.98 |
| Pulp, Linerboard, bales or rolls, 2000 kilos | \$4.23 | \$4.61 | \$4.78 |
| Break bulk power and energy components (per metric ton) | | \$12.00 | \$12.44 |
| Other commodities, per metric ton or 1000 bf | \$8.19 | \$8.93 | \$9.26 |
| Other commodities, per cubic meter | \$6.85 | \$7.47 | \$7.75 |
| Wharfage Assessment , (§III.6), minimum charge for any single bill of lading | \$11.98 | \$13.06 | \$13.54 |
| Wharf Charges , (§III.7), Per 1000 board feet, unless noted otherwise | | | |
| <i>In addition to Service and Facility Charges.</i> | | | |
| Logs. Scribner scale, ex dock | \$11.40 | \$12.43 | \$12.89 |
| Cants | \$7.22 | \$7.87 | \$8.16 |
| Lumber. Packaged rough | \$5.46 | \$5.95 | \$6.17 |
| Lumber. Packaged surfaced | \$4.87 | \$5.31 | \$5.51 |
| Plywood, Veneer, corestock and hardboard, per 1000 kilos | \$4.76 | \$5.19 | \$5.38 |
| Pulp, Linerboard, bales or rolls | \$3.26 | \$3.55 | \$3.68 |
| Wind and wave energy components (per metric ton) | | \$14.00 | \$14.52 |
| Other commodities, per 1000 kilos | \$6.69 | \$7.29 | \$7.56 |
| Other commodities, per cubic meter | \$5.51 | \$6.01 | \$6.23 |
| Cargo Staging Area , (§IV.2), base rent for surge area | | | |
| per week, seven days | \$2,395.35 | \$2,610.95 | \$2,707.56 |
| per day, less than seven days | \$359.35 | \$391.70 | \$406.19 |
| Line Service , (§V.3), Rates are Per Hour Rates, 2 hour minimum is required. Handling in excess of 2 hours is billed in 30 minue increments as shown in EXT Time. All prices increase July 1. | | | |
| Straight Time | | ST | |
| 2 men | \$67.69 - \$0.00 | \$547.40 | Cost + 5% |
| 4 men | | \$921.73 | Cost + 5% |
| 6 men | \$162.50 - \$0.00 | \$1,295.48 | Cost + 5% |
| 8 men | \$210.00 - \$0.00 | \$1,669.23 | Cost + 5% |
| Overtime | | OT | |
| 2 men | | \$622.73 | Cost + 5% |
| 4 men | | \$1,059.15 | Cost + 5% |
| 6 men | | \$1,495.00 | Cost + 5% |
| 8 men | | \$1,932.00 | Cost + 5% |
| EXT Time(30 min increments) | | EXT Time(30) | |
| 2 men | | \$77.84 | Cost + 5% |
| 4 men | | \$132.40 | Cost + 5% |
| 6 men | | \$186.88 | Cost + 5% |
| 8 men | | \$241.50 | Cost + 5% |

Section 5
International Terminal Rates and Fees
Freight/Cargo Rates

Effective July 1, 2024

Cost is the billing rate from Pasha Stevedoring. Once known, the actual cost multiplied by 1.05 will be placed in price list.

| | | | | |
|---|---------|----------|---|-------------|
| Parking | | | | |
| Monthly | | | | \$25.00 |
| Annual | | | | \$100.00 |
| Disposal Fees | | | | |
| Recycle Fees | 0.3 | 3 | 3.27 | \$3.39 |
| <i>Includes bilge water, anti freeze, fuels, and oil</i> | | | | |
| Garbage, per Tote, regardless of Amount | 0.113 | 0.214 | 100.00 | \$103.70 |
| Port Labor | | | | |
| <i>Includes all staff and fully burdened. Per hour, one hour minimum, in 15 minute increments.</i> | | | | |
| Regular Hours | 50.5 | 66.126 | 72.08 | \$74.75 |
| Overtime | 75.71 | 99.189 | 112.08 | \$120.49 |
| <i>Any services required outside the established working hours, unless otherwise posted.</i> | | | | |
| Emergency Call-out | 100.94 | 125.1365 | 136.40 | \$141.45 |
| <i>Any services requiring a port employee not currently on duty to report to duty after hours, travel time to and from Port will be charged</i> | | | | |
| Truck Toll, per axle | | \$7.92 | 8.63 | \$8.95 |
| <i>Vehicles with a Commercial Motor Vehicle Classification of Class 6 Or higher (GVWR of 19,501 lbs or above).</i> | | | | |
| Lease of Cargo Storage Area (per Week) | | | 2,610.93 | \$2,707.53 |
| Office Space (Per Month) | | | 1,200 | \$1,244.40 |
| Supply Shacks | | | | TBD |
| Tug Moorage | | | | TBD |
| Water, city rate + % Fee (2023-24 fees: 5.81 per 1000 gals) | \$0.00 | 7.50% | 7.50% | 7.50% |
| Forklift time | | | | |
| <i>Forklift and Labor have a 1 hour minimum, thereafter are billed in 1/2 hour increments. For after hours work, travel time and/or overtime charges may apply.</i> | | | | |
| Small. Toyotas. (equipment and Labor) | \$11.00 | \$15.73 | \$90.27 | \$93.61 |
| Large. (per Hour) | \$27.50 | \$105.07 | \$114.53 | \$118.77 |
| Hoist Docks | | | | |
| <i>Tie up fee, per hour, includes use of hoist</i> | | | | |
| one hour minimum, up to 3hr | 36.25 | 48.4175 | 52.775075 | \$54.73 |
| 3.01 hours or more | 43 | 57.887 | 63.09683 | \$65.43 |
| Hoist Dock Cranes | | | | |
| <i>In addition to hoist dock rate.</i> | | | | |
| Large Capacity. Includes equipment and labor. Per Hour | 38.5 | 118.0745 | 128.701205 | \$133.46 |
| Pump/Line Service. Per hour | | \$76.77 | \$163.99 | \$170.06 |
| <i>Includes two Port employees. Additional staff will be billed at the established hourly labor rate, minimum of 15 minute staff time (rate begins at time staff leaves the operations building, two employees typically retie or pump a boat</i> | | | <i>After hours: \$243.99 per hour</i> | |
| Work Barge | | | | |
| <i>Includes equipment and labor.</i> | | | | |
| Work Barge (w/o labor). | | \$31.14 | \$33.94 | \$35.20 |
| Skiff, per hour w/ labor. | \$13.00 | \$83.25 | \$90.74 | \$94.10 |
| Failure to Register | 30 | \$59.92 | \$150.00 | \$155.55 |
| <i>For research related to unregistered boats, Per hour, one hour minimum, in 15 minute increments. Charged at the established labor rate plus fee</i> | | | | |
| Per Day Port Security Fee (\$1.13) | | 1020.887 | 1112.76683 | \$ 1,162.84 |
| Per Gallon Fuel Surcharge | | \$0.05 | \$0.05 | \$0.05 |

**Section 6
Civil Penalties
Effective July 1, 2024**

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|-------------------|
| <u>Class A Violation</u> | | | |
| 0-14 days, per day | \$377.28 | \$471.60 | \$471.60 |
| 15-29 days, per day | \$754.56 | \$943.20 | \$943.21 |
| 30+ days, per day | \$1,257.57 | \$1,571.96 | \$1,571.96 |
| <u>Class B Violation</u> | | | |
| 0-14 days, per day | \$189.23 | \$236.54 | \$236.54 |
| 15-29 days, per day | \$377.28 | \$471.60 | \$471.60 |
| 30+ days, per day | \$628.79 | \$785.99 | \$785.98 |
| <u>Class C Violation</u> | | | |
| 0-14 days, per day | \$38.36 | \$47.95 | \$47.95 |
| 15-29 days, per day | \$75.49 | \$94.36 | \$94.36 |
| 30+ days, per day | \$125.78 | \$157.23 | \$157.22 |
| <u>Class D Violation</u> | | | |
| 0-14 days, per day | \$19.21 | \$24.01 | \$24.01 |
| 15-29 days, per day | \$38.36 | \$47.95 | \$47.95 |
| 30+ days, per day | \$63.50 | \$79.38 | \$79.38 |
| <u>Parking Violation. Per event, both vehicles and trailers</u> | | | |
| 0-10 days, paid within | \$50.34 | \$62.93 | \$62.93 |
| 11-20 days, paid within | \$106.63 | \$133.29 | \$133.28 |
| 21+ days | \$156.92 | \$196.15 | \$196.14 |
| <u>Dumping Violation. Per Event</u> | \$628.79 | \$785.99 | \$785.98 |

Section 7
Administrative Fees
Effective July 1, 2024

| | <u>FY 2023</u> | <u>FY 2023-24</u> | <u>FY 2024-25</u> |
|--|----------------|-------------------|-------------------|
| <u>Public Records Request Fee Schedule</u> | | | |
| Copies of Public Records, per page | \$0.64 | \$0.77 | \$0.77 |
| Copies of Nonstandard documents | \$25.20 | \$30.24 | \$30.24 |
| Copies of Sound Recordings (Each) | \$14.39 | \$17.27 | \$17.27 |
| Hourly Employee Benefited Rate | *** | *** | *** |
| <u>Notice Posting</u> For non-payment of lease or moorage | \$89.83 | \$107.80 | \$110.00 |
| <u>Returned Check Fee</u> , plus bank fees | \$59.92 | \$71.90 | \$50.00 |
| <u>Per Annum Interest</u> applied to past due accounts | 21% | 21% | 21% |
| <u>Collection Agency Mark-up</u> | | see ORS 697.105 | see ORS 697.105 |
| <u>Impound Seizure Fee</u> | | | |
| Boat | \$1,018.05 | \$1,221.66 | \$1,222.00 |
| Vehicle | \$149.75 | \$179.70 | \$180.00 |
| Vessel Disposal | cost plus 10% | cost plus 10% | cost plus 10% |
| <u>Copies</u> | \$0.37 | \$0.37 | \$0.40 |
| <u>Process Fees</u> | | | |
| <i>Any additional fees incurred by the Port as part of an eviction or other process.</i> | | | |
| Notice | \$88.54 | \$106.25 | \$110.18 |
| Lien Fee | | | \$100.00 |
| FED Complaint | \$295.11 | \$354.13 | \$354.20 |
| Court Hearing | \$236.10 | \$283.32 | \$285.00 |
| Writ of Execution | \$188.91 | \$226.69 | \$227.00 |
| <u>Special Use Permit Fee</u> | | | |
| Application Fee | \$131.77 | \$158.00 | \$158.00 |
| Usage Fee | | | |
| Based on number of Participants, Attendees, Contestants and Volunteers at Event | | | |
| 1-200 | \$503.06 | \$603.67 | \$626.01 |
| 201-500 | \$818.02 | \$981.62 | \$1,017.94 |
| 501-1000 | \$1,131.79 | \$1,358.15 | \$1,408.40 |
| 1001-5000 | \$1,760.58 | \$2,112.70 | \$2,190.87 |
| 5001-10,000 | \$2,389.36 | \$2,867.23 | \$2,973.32 |
| 10,001-20,000 | \$3,018.10 | \$3,621.72 | \$3,755.72 |
| More than 20,000 | \$6,287.37 | \$7,544.84 | \$7,824.00 |
| Vendors, per each | \$59.92 | \$71.90 | \$74.56 |

Executive Director or designee has authority to adjust Special Use Permit Fees based upon non-profit status and other criteria

| | | | |
|--------------------------------|---------|---------|-----------|
| <u>Security</u> | | | cost + 5% |
| <u>Background Check</u> | \$47.94 | \$57.53 | \$59.66 |
| <u>Credit Check</u> | \$47.94 | \$57.53 | \$58.00 |

*** Charged at fully costed labor of impacted employees, which includes wages, taxes, and benefits

**Section 8
Insurance Certificate Limits
Effective July 1, 2024**

Limits are subject to review and risk assessment by management and/or the Port's insurance agent of record. Subject to periodic review by Insurance Agent, and subsequent changes by the Port's Management and/or the Board of Commissioners.

A certificate naming the Port of Newport as an additional insured is required.

| | |
|--|--------|
| <u>Leases/Tenants General Liability, Each Occurrence</u> | \$2MM |
| Damage to Rented Premises (each occurrence) | \$300K |
| Medical Expenses (any one person) | \$5K |
| Personal and Adverse Injury | \$2MM |
| General Aggregate | \$2MM |
| Products – Comp/Op Aggregate | \$2MM |
| <u>Commercial Vessels, Liability Coverage Requirements.</u> | |
| Protection and Indemnity, must not exclude Wreck Removal | \$250K |
| Pollution Liability | \$300K |
| If Pollution and Indemnity Combined | \$600K |
| <u>Recreational Vessels, Liability Coverage Requirements</u> | |
| Protection & Indemnity, must not exclude Wreck Removal | \$250K |
| Pollution Liability | \$300K |
| ----- OR ----- | |
| Water Craft Liability, must include both wreck removal and pollution liability coverage. Umbrella clauses must identify boats exceeding 25 ft. | \$500K |
| <u>Charter/Guide Vessels.</u> | |
| General Liability | \$2MM |
| Protection and Indemnity, must not exclude Wreck Removal | \$250K |
| Pollution Liability | \$300K |
| If Pollution and Indemnity Combined | \$600K |
| ** for small charter vessels the Director of Operations and General Manager will work on a limit | |
| <u>International Terminal Vessels (Tariff No. 1(\$17))</u> | |
| Maritime Employer's Liability (Jones Act) | \$1MM |
| Commercial and/or Comprehensive Marine General Liability | \$5MM |

**PORT OF NEWPORT RESOLUTION NO. 2024-04
A RESOLUTION SETTING RATES, FEES, AND CHARGES**

WHEREAS, ORS 294.160 requires the governing body of a unit of local government to provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase; and

WHEREAS, Port of Newport Facilities Code Sec. 1.2(f) requires the Commission to set moorage and other appropriate rates, fees and charges by the adoption of a "fee schedule" by resolution; and

WHEREAS, the Port Commission last adjusted rates, fees and charges via Resolution 2023-01 on April 25, 2023; and

WHEREAS, the Port is a single enterprise similar to a commercial entity; and

WHEREAS, the Port Commission intends that user fees should cover the costs of the Port;

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

Unless otherwise noted, all Rates, Fees & Charges are effective July 1, 2024.

SECTION 1. RATES & FEES.

The attached document "2024-25 Rate and Fees Schedule" is incorporated herein by reference.

SECTION 2. RETAIL SALES, GIFT CERTIFICATES, PROMOTIONS, SPONSORSHIPS, AND SUNDRIES.

Commission delegates to the Executive Director or designee the ability to set prices.

SECTION 3. DELEGATION OF RESPONSIBILITY.

The Commission delegates to the Executive Director or designee the ability to adjust these rates to better manage services at the Port.

SECTION 4. ANNUAL REVIEW.

The Commission, through Port staff, shall annually review and adopt a new Rate, Fees, and Charges Resolution prior to the budget's adoption.

SECTION 5. REPEALER. On the effective date July 1, 2024, all previous rates and/or rate resolutions are hereby repealed.

APPROVED AND ADOPTED by the Board of Commissioners this 19th day of March 2024.

ATTESTED:

Gil Sylvia, President

Walter Chuck, Secretary/Treasurer

INTERNATIONAL



LONGSHORE & WAREHOUSE UNION LOCAL 53

606 SW 13th ST / Newport, OR 97365 / Phone (541) 265-2191 / Cell (541) 270-2739/ Fax (541) 265-4539

Executive Director Port of Newport
Paula Miranda

Dear Paula,

We are writing this letter to express our concern regarding the port's recent proposal to charge and require a parking pass for anyone parking at the NIT. As your local NIT labor force this comes as a surprise to us. Our employers call us to work at various ports loading and unloading cargo in the Pacific Northwest. None of which require the labor and workers of the port to purchase a parking pass to handle their cargo.

We understand the need to monitor the many frequent users of the NIT and generate additional revenue by requiring a purchased parking pass. As the port begins to handle regular cargo services with your local labor (ILWU), we hope the port may pass, or create a resolution to allow your labor to park freely so we may work without any delay. We look forward to help make the NIT a successful port, and stand out in cargo handling operations on the Oregon coast.

We look forward to and are open to further discussions on the matter.

Tracy Burchett
President

Eddie Corder
Vice-President

Ben Forsman
Sec;Treas

Brian Corder
Labor Relations

Mike Fogarty
Labor Realations

STAFF REPORT

DATE: 19 March 2024
RE: NOAA Lease Amendment 34
TO: Paula Miranda, General Manager
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

BACKGROUND

Each year a one-time payment to the Port is made by NOAA for Insurance and Department of State Land (DSL) fees. Separate from this the Port prepares an insurance allocation spreadsheet. The portion of insurance and DSL fees that NOAA is responsible for is derived from this allocation spreadsheet.

DETAIL

After receiving and fully paying an invoice for the Port's Insurance and DSL fees, the Port is reimbursed for the portion of costs belonging to NOAA.

The Port annually prepares an allocation worksheet which determines the percentage of insurance allocated to NOAA (versus the port) each year. NOAA then prepares a calculation of what is owed to the Port for the various insurances and DSL the Port provides. The formulas and data behind the formula has been reviewed and are materially correct.

RECOMMENDATION and MOTION

I recommend a commissioner make the following motion:

I move to authorize the Executive Director or designee to sign Amendment 34 to the NOAA lease.



LEASE AMENDMENT

NO: 34

DATE: March 6, 2024

LEASE NO.: 09WSA0200C

ADDRESS OF PREMISES: 2002 SE Marine Science Drive, Newport, Oregon 97365

THIS AGREEMENT, made and entered into this date by and between Port of Newport, whose address is: 600 SE Bay Boulevard, Newport, Oregon 97365

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

Pursuant to Solicitation for Offers No. 09WSA0200C (Paragraph 3.6 (BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)), B.3, Page 23), Amendment No. 3 (Sections 4 and 5 (pages 5 and 6)), the Lease (Standard Form 2, Section 7 (page 3)), and Lease Amendment No. 7, the amounts for the insurance premium and DSL Lease for May 1, 2022 through April 30, 2023 are as follows:

| | | | |
|------------------------------------|--|--------------------|---|
| INSURANCE PREMIUM | Base year = | \$126,365.96 | |
| May 1, 2022 through April 30, 2023 | | | |
| | Pollution (5/1/2022-4/30/2023) | \$1,640.34 | |
| | Port Liability Package | | |
| | 5/1/2022 – 12/31/2022 [3,626.12x8] | \$29,008.96 | |
| | 1/7/2023 – 4/30/2023 [4,110.24x4] | \$16,440.96 | |
| | Additional Flood Insurance (1/7/23-4/30/23)* | \$47,929.97 | |
| | Warehouse & Admin Flood | <u>\$1,917.53</u> | |
| | Total = | <u>\$96,937.76</u> | |
| | | | Difference = \$29,428.20 [96,937.76 – 126,365.96] |
| DSL Lease | Base Year = | \$7,630.14 | |
| May 1, 2022 through April 30, 2023 | | | |
| | 5/1/2022 – 10/31/2022 [10,925.91/ 2] | \$5,462.96 | |
| | 11/1/2022 - 4/30/2023 [12,138.69/ 2] | <u>\$6,069.35</u> | |
| | Total = | <u>\$11,532.31</u> | |
| | | | Difference = + \$3,902.17 [11,532.31 – 7,630.14] |
| | | | TOTAL = \$33,330.37 [29,428.20 + 3,902.17] |

The lump sum amount of \$33,330.37 is owed and will be paid by the Government for the 2023 insurance & DSL Lease adjustment. *Additional Flood Insurance for the period 5/1/22-1/6/23 was paid in the prior reconciliation (SLA 31). SLA 34 is adjusted properly for the remaining term of 1/7/23 to 4/30/23. The next adjustment will be adjusted for 5/1/23-1/6/24 and 1/7/24-4/30/24.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

Signature _____

Title _____

UNITED STATES OF AMERICA

Signature _____

Real Property Contracting Officer

OLD BUSINESS ITEM

DATE: *March 19, 2024*
RE: *Port Office Rental – NW Vessel Management, LLC*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, Executive Director*

BACKGROUND

Back in December, the Board approved a lease with TCB for the use of our Port Office Rental space. Unfortunately, TCB has not executed the lease as it was expected. The Port has made the space available and NW Vessel Management, LLC. A company who manages various fishing vessels in the area show interest in renting the space.

The leased premises are described and laid out in the attached document. The negotiated cost of the leased space is \$981.00 for the office, and \$25 per parking space per month plus the cost of annual property taxes that would be due to the County on an annual basis. The lease would start on May 1st, 2024.

I believe this is a good match for the use of our offices. They already work with our users at the commercial docks and the terminal.

The Port has already verified, and the LLC is properly registered and up to date with the Secretary of State. We also ran a background check, and the company risk level is satisfactory.

RECOMMENDATION

I recommend the Commission “authorize the Executive Director or designee to execute a lease with NW Vessel Management, LLC as attached”.

COMMERCIAL SPACE LEASE

THIS LEASE made _____, between PORT OF NEWPORT, a Port district and municipal corporation existing under the laws of the State of Oregon, hereinafter referred to as "Lessor" and NW Vessel Management, LLC, hereinafter referred to as "Lessee".

1. DEMISE AND DESCRIPTION OF LEASED PREMISES.

Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor an approximate 861 square feet divided into 4 office spaces plus restroom and 10 parking spaces (two located in the front and 8 to the rear) of the new Port Administrative building located at 600 SE Bay Blvd, Newport OR 97365, hereinafter referred to as the "Leased Premises":

See attached drawing, as Exhibit A.

2. TERM.

The term of this Lease shall be for a three (3) years term. The term shall commence on May 1st, 2024 and shall end on April 30th, 2027. Monthly rental payments shall be due within ten (10) business days of receipt of billing.

3. RENEWAL OPTION.

3.1 If this lease is not in default at the expiration of the existing term, Lessor may grant a renew option according to Section 3.3 below for an additional one (1) year term and each consecutive year thereafter, as long as this agreement is not in default and not to exceed more than five (5) years.

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

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

4. USE OF LEASED PREMISES.

Lessee is hereby granted the right and privilege, and exclusive use of the Leased Premises for office purpose to operate a security business. Lessee shall not offer other products or services unrelated to Lessee's current business without the express written consent of Lessor. Said consent, if granted, can be revoked at any time for any reason whatsoever. Such operation shall be conducted on a non-discriminatory basis, in accordance with and subject to the terms, conditions and requirements imposed by law or by the Port of Newport, City of Newport, or Lincoln County.

5. CONDITION OF PREMISES.

5.1 Lessee agrees to accept the premises as is for the purpose of use as described in Section 4 above.

5.2 Lessee shall not make any substantive structural changes, alterations or additions to the premises within which the business hereunder is operated without the written consent of the Lessor first in advance obtained. Any changes, alterations or additions to such space shall be at Lessee's sole cost and expense. All improvements made in or to the space occupied by Lessee pursuant to the provisions hereof during the term of this lease shall become at once the property of Lessor. Lessee expressly acknowledges and agrees that it will have no right to remove and shall not remove any such improvements at any time during or after the term of this lease.

5.3 If, at any time after the execution of this lease, the space occupied by Lessee pursuant to the terms hereof, or any portion of such space, should be damaged or destroyed by any casualty to the extent that Lessee is unable to continue the operation of its business herein to the extent practicable from the standpoint of good business, either party may terminate this lease agreement upon ten days' written notice to the other.

5.4 Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the leasehold. Lessee may use or otherwise handle on the leasehold only those hazardous substances typically used in the prudent and safe operation of the use specified in Section 4 above. Lessee may not store any such hazardous substances on the leasehold premises. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling and storage of hazardous substances and shall take all practical measures to minimize the quantity and toxicity of hazardous substances used, handled or store on the leasehold. Upon the expiration or termination of this Lease, Lessee shall remove all hazardous substances from the leasehold. The term "environmental laws" shall mean any federal, state or local statute, regulation or ordinance, or judicial or other governmental order pertaining to the protection of health, safety or the environment. The term "Hazardous substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any environmental law and shall include without limitation petroleum oil and its fractions. Lessee shall be responsible for and bear the liability of any hazardous waste discharged by Lessee during Lessee's occupancy.

5.5 To maintain the quality and integrity of the premises of Lessee and adjacent leaseholds, Lessee is restricted from any exterior storage of any nature whatsoever in and around the leasehold and specifically shall not park or store any equipment, vehicles, material or any other personal property of any nature whatsoever outside of the confines of the leasehold area otherwise authorized.

5.6 Lessee shall refrain from any activity within the leasehold premises that would increase Lessor's insurance obligations unless Lessee pays full difference in increased premiums.

6 EASEMENTS, RIGHTS OF WAY.

Lessee shall have permission to use the driveway into the building, but at no time shall Lessee or Lessee's employees, contractors, customers or business invitees block the walkway or driveway between the buildings located immediately next to the Premises. Nor

shall Lessee block the road or driveway to the common areas near the buildings.

7 BASE RENT.

7.1 During this first year of the current lease term, the base rent shall be Nine Hundred Eighty-One and no/100 Dollars (\$981.00) per month.

7.2 The annual lease rate shall be increased by a percentage equal to the percentage change in the Consumer Price Index, Western Region, or the nearest comparable data on changes in the cost of living if such index is no longer published.

7.3 Lessee shall pay eighteen percent (21%) per year interest on all payments of rent required above more than ten (10) days in arrears.

8 ADDITIONAL RENT

8.1 Lessee shall pay Lessor Twenty-Five and no/10 Dollars (\$25) for each parking space required. The parking space may increase on an annual basis based on the percentage change in the Consumer Price Index, Western Region, or the nearest comparable data on changes in the cost of living if such index is no longer published.

8.2 Any other sum which Lessee is required to pay to Lessor or third parties shall be additional rent. Lessor shall be responsible for paying the cost of property taxes to Lincoln County.

8.3 Lessee shall be responsible for paying any and all utility services not mentioned above servicing the leasehold premises including, but not limited to electricity, water, sewer, telephone, natural gas, television cable, garbage services, and any and all related items.

9 COMPLIANCE WITH GOVERNMENTAL RULES.

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

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

10 MAINTENANCE OF LEASED PREMISES.

10.1 Lessee agrees that at all times during the term of this lease it will maintain the assigned premises in a neat and presentable condition and will maintain and keep the same in good order and repair, at Lessee's own cost and expense. Lessor, its agents and representatives, at any reasonable time may enter upon or into said premises for the purposes of examining the condition thereof and for any other lawful purpose.

10.2 The following shall be responsibility of the Lessee:

10.2.1 Any repairs necessitated by the negligence of Lessees, its agents, employees, invitees.

10.2.2 Any repair or alterations required to comply with laws or regulations.

10.2.3 Lessee further agrees, at its expense, to remove any and all alterations not accepted by Lessor and any and all accumulated equipment, supplies and other items which are present as a result of Lessee's operations, or anyone acting under Lessee, from Lessor's property upon termination of this lease. The premises shall be left in a condition equal to or better than the condition in which it was found immediately prior to the Lessee's occupation. All surface preparations shall remain with the premises unless specially requested by Lessor to be removed or somehow modified.

10.2.4. Any repairs, replacements, alterations or other work performed on or around the lease premises by Lessor if necessary, shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Lessee. Lessee shall have no right to abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities.

11 LIENS.

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

12 TITLE AT TERMINATION.

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

13 DESTRUCTION OF LEASED PREMISES.

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

14. INSURANCE.

14.1 Lessee shall at all times during the term hereof, at its sole cost and expense, obtain and maintain in force and effect a policy or policies of Protection and

Indemnity Liability insurance, issued by an insurance carrier approved by Lessor, insuring against loss, damage or liability for injury to or death of persons or loss or damage to property as the result of the business operations. Such protection and liability insurance to include, by endorsement, product liability to include use by guests and customers of the Lessee. Such liability insurance shall be in the minimum amount of \$2,000,000 or as set by State industry standards. Each occurrence and in addition shall provide for payment of all attorneys fees and legal expense arising there from. This insurance shall be written on a form acceptable to the Lessor. Lessor shall be named as an additional insured for Lessor's liability arising out of the operations of the Lessee.

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

14.3 Lessee shall also keep in full force and effect the policy of insurance, insurance for Damage to Rented Premises (each occurrence) \$300,000 and Medical Expenses (any one person) \$5,000, naming the Lessee and Lessor as named insured.

14.4 If Lessee has employees, Lessee shall furnish evidence of Workers Compensation insurance and Crew Liability insurance with a limit of not less than \$2,000,000, or as set by State industry standards per occurrence. Such insurance shall be endorsed to provide statutory State of Oregon workers compensation benefits and statutory United States Longshore and Harbor Workers Act coverage's. Prior to beginning operation, Lessee shall furnish evidence, as stipulated in 14.2 above, through Certificates of insurance of workers compensation, USL&H, and crew liability insurance.

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

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

15 INDEMNITY.

15.1 Lessee shall indemnify Lessor or any of the agents or employees of Lessor against claims arising out of any injury to persons, including death or damage to property, sustained as a result of the acts of Lessee. Lessee shall defend any action brought against Lessor or any of the agents or employees of Lessor based on any alleged injury or damage caused by Lessee, and Lessee shall pay all costs, including attorney fees, resulting from the action. Lessee shall not indemnify Lessor against any claims involving

the sole negligence or fault of Lessor or any of the agents or employees of Lessor.

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

16 SIGNS.

Lessee is shall provide and install a 14" X 14" vinyl decal with lessee's logo on the window of the door at the main entrance to the leased premises. No other signs shall be placed on the Leased Premises without the prior written approval of Lessor.

17 DEFAULT OF LESSEE.

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

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

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

17.3 Failure to occupy or abandonment of the Leased Premises.

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

18 BANKRUPTCY OR INSOLVENCY OF LESSEE.

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

18.1 A petition in bankruptcy filed by or against Lessee;

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

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

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

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

18.5 A proceeding by or against Lessee for the dissolution or liquidation of Lessee, or the taking of possession of the assets of Lessee by any governmental authority

in connection with any dissolution or liquidation; or

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

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

19 RIGHT OF LESSOR TO REENTER LEASED PREMISES ON DEFAULT OF LESSEE.

On termination of this Lease as provided in Section 17 and 18, Lessor may immediately enter on the Leased Premises without further demand or notice. Lessor may retake possession of the Leased Premises by summary proceedings, by action in law or in equity, by force or otherwise, without liability for trespass or for damages. Reentry, resumption of possession, or reletting of the Leased Premises by Lessor shall in no event be deemed to be a surrender of this Lease or a waiver of the rights and remedies of Lessor under this Lease.

20 DISPOSITION OF PERSONAL PROPERTY LOCATED ON LEASED PREMISES.

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

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

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

21.1 On termination of this Lease for default, as provided in Section 17 or 18, Lessee shall pay to Lessor the expenses, including but not limited to reasonable attorney and other fees, incurred by Lessor in connection with:

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

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

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

22 RELETTING PREMISES ON DEFAULT OF LESSEE.

22.1 On termination of this Lease under Section 18 or 19, Lessor shall use reasonable efforts to relet the Leased Premises to a suitable Lessee. All the rents or other sums received, if any, from the alternate Lessee, after deducting all costs of Lessor specified in Section 20, shall be credited against the total amount due from Lessee. The failure of Lessor to find a suitable Lessee, however, shall in no way prejudice the rights of Lessor under this Lease.

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

23 INSPECTION.

Lessor and the agents and employees of Lessor may at all reasonable times enter the Leased Premises to inspect and determine whether the Leased Premises are kept in good repair and maintenance in accordance with the terms of the Lease, and to show the Leased Premises to prospective Lessees or buyers.

24 ASSIGNMENT AND SUBLETTING.

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

25 QUIET ENJOYMENT.

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

26 COVENANT AGAINST WASTE.

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

27 FORCE MAJEURE.

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

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

28 EFFECT OF WAIVER OF PRIOR BREACH.

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

29 SEVERABILITY.

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

30 TIME OF ESSENCE.

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

31 SECTION TITLES ONLY FOR IDENTIFICATION.

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

32 MODIFICATION OF LEASE.

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

33 HOLDOVER.

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

34 NOTICES.

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

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

TO Lessee: Ann Strickler
NW Vessel Management, LLC
P.O. Box 459
Newport, OR 97365

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

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

35 ATTORNEYS' FEES.

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

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

Lessor:

PORT OF NEWPORT

Paula J. Miranda, Executive Director

Lessee:

NW Vessel Management, LLC

Ann Strickler, Owner

Exhibit A

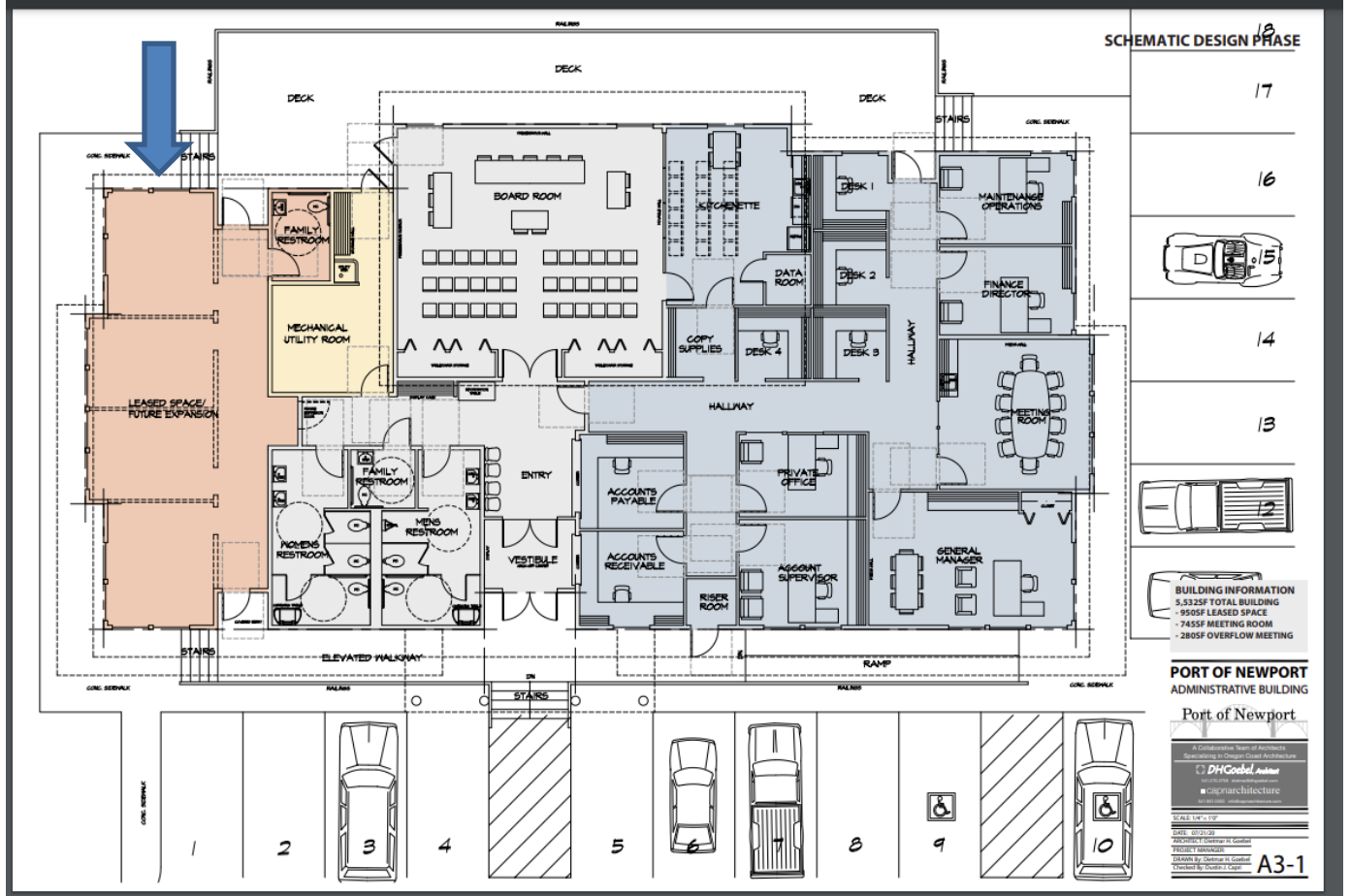


Exhibit B

PERSONAL GUARANTY

To induce Port of Newport, a port district and municipal corporation, to enter into the foregoing Lease, the undersigned, in consideration thereof, guarantees the performance of this Lease by _____ with regard to each and every term, condition and provision thereof, and agrees to indemnify and hold Lessor, Lessor's successors and assigns harmless from and against any and all liability, expense or loss of any nature whatsoever including reasonable attorney fees as therein mentioned which might be sustained by Lessor by reason of the failure of Lessee to fully perform and comply with the terms and obligations of said Lease. The attorney fees provisions of said Lease apply to this Guaranty as if incorporated within said Lease.

All notices required under this Lease from Lessor to Lessee shall also be provided simultaneously therewith to the undersigned. However, Lessor shall not be required to exhaust all remedies as and against Lessee prior to pursuing the undersigned under this Guaranty, and in the event of default Lessor, at Lessor's option, may directly and forthwith pursue the undersigned guarantor.

This Guaranty shall have no term or duration independent of the Lease as hereinabove set forth, and specifically is intended to cover any and all performance of the Lessee throughout the duration of the leasehold and thereafter as the circumstances may require.

This Guaranty is irrevocable.

Ann Strickler

EXECUTIVE DIRECTOR MONTHLY REPORT

DATE: 03/19/24
PERIOD: 02/22/24- 03/15/24
TO: Board of Commissioners
ISSUED BY: Paula J. Miranda, Executive Director

OVERVIEW

Lots going on at the Port, including our continue chase for funding to our projects. Another couple grants are on the way to obtain funds for the PD7 rebuild. We were successful in obtaining funds to complete the RORO dock work at NIT, and we will be asking for another Congressionally Directed Spending funds to dredge South Beach Marina. Commissioner Chuck and I had the opportunity to attend the annual PNWA Mission to Washington and meet with Oregon federal legislators. Meanwhile, work continue at the Port with a very busy commercial marina, while filling out our RV Park during a successful Chamber of Commerce Seafood and Wine.

Here are some of the highlights for the month:

South Beach

RV Park Annex Plan: Our consultant is continuing to work on finalizing the concept design. At this point they are waiting for a survey, which the Port is working on. The Annex and part of the main RV park were full for the Seafood and Wine with over 25,000 visitors.

Rogue Seawall: This project is finally about to break ground, expected for March 19th.

Derelict Vessels: We are still working with DSL on the removal of the various derelict vessels we are still holding (12 stored). Staff is also working with a contractor on removing the vessel underwater.

North Commercial

Port Dock 7 Plan/ Commercial Marina Channel Dredging Sediment Plan: After a lot of issues trying to obtain permits and getting everyone onboard on requirements, the drilling for the environmental sampling is completed. We are now waiting for results of the test. We have applied for two grants for the rebuild of PD7, \$25 Million for USDOT RAISE program and \$9.5 Million for ODOT ConnectOregon program.

Newport International Terminal

RORO Dock Piling Assessment: We heard the good news that our Congressionally Directed Spending request has finally been approved through the House of Congress. We will receive approximately 55% of the funds from the federal government and 45% will come out of our general funds.

MARAD PIDP Grant/NIT: We are still coordinating with MARAD additional details of the grant. MARAD team will be visiting the site this coming Tuesday.

NOAA: We will have the visit of Senator Wyden Saturday, March 16th.

Miscellaneous:

Finance: Our finances overall look good, as you can see per reports. Only NIT is a little bit out of wack, as we are still waiting for Business Oregon's reimbursement.

Budget: We have a budget committee scheduled this month and should be bringing the results to our April meeting.

Goals and Objectives: Goals and objectives are set for April 11th, so we can get ready for the budget.

Audit: A full audit and the budget process are underway. Most of the inhouse work is completed. The Auditor is now completing their validation work.

Miscellaneous:

Permitting: We are continuing to work with various organizations, including OPPA, PNWA, Business Oregon and the Regional Solutions Team trying to address the constant delay and other issues dealing with our agencies in obtaining permits to complete our work.

Harbormaster Congress Conference: The Port is hosting the Harbormaster Conference this year between April 1st and April 4th. We got to invite Rep. Hoyle to be one of our speakers on April 4th.

Code Enforcement: As you know code enforcement is never a popular thing, as most people have a misconception between public property and public property ownership. We had some negative comments both on Facebook and in person, as we try to restrict herring fishermen from our docks. We have a lot of liability and have been sued in the past. As unpopular as it is, unfortunately it is necessary. That is why the Port provide the fishing pier, which is covered under recreational immunity. The City also has a few docks along Bay Blvd that are available for the general public.

Newsletter: We are almost complete with our next newsletter, which should be coming to your mailbox soon.

Meetings/Trainings/Summits:

- 02/27/24 - Maritime Minds - Business Oregon
- 02/27/24 - Commission Meeting
- 02/29/24 - Operations Recurring Meeting
- 02/29/24 - Finance Recurring Meeting
- 03/03-03/07 - PNWA Mission to Washington
- 03/08/24 - PTO
- 03/11/24 - Operations Recurring Meeting
- 03/14/24 - Lincoln County Economic Summit
- 03/15/24 - Business Oregon Federal Committee Meeting
- 03/16/24 - Tour Senator Wyden at NOAA

Upcoming Schedule:

- 03/18/24 - Operations Recurring Meeting
- 03/18/24 - Finance Recurring Meeting
- 03/19/24 - Directors Monthly Meeting
- 03/19/24 - MARAD Property Inspection
- 03/19/24 - Budget Meeting
- 03/19/24 - Regular Commission Meeting
- 03/20/24 - Lincoln County Estuarine Resilience Action Planning (ERAP) Committee
- 03/20 - 04/01/24 - PTO (starting 03/20 afternoon)
- 04/01 - 04/04 - Harbormaster's Conference hosted by the Port of Newport
- 04/08/24 - Operations Recurring Meeting
- 04/08/24 - Finance Recurring Meeting
- 04/09/24 - Department Heads
- 04/09/24 - Coastal City Managers
- 04/10/24 - Recurring MARAD (PIDP) Meeting
- 04/15/24 - Operations Recurring Meeting
- 04/15/24 - Finance Recurring Meeting
- 04/16/24 - Director's Monthly Meeting
- 04/18/24 - Lincoln Climate and Health
- 04/19/24 - Communications Meeting
- 04/19/24 - Federal Relations Meeting



FINANCE DEPARTMENT MONTHLY REPORT

DATE: February 27, 2024
PERIOD: July 1, 2023 to Feb, 2024
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Financial Reports are included through February 28, 2024 for all funds.

Issues of Importance

Audit

We are finishing up the audit for 2022-23, Staff as put together all of the requested documents. Auditors are doing some testing to validate

A note regarding leases and cloud-based software was on the last audit report and will be also on the current audit report. The port needs to comply with GASB 87/96 standards in the next audit period, these changes primarily affect the balance sheet. The standards require that governmental entities have an appropriate deferred liability or deferred revenue for leases and cloud-based software. There are additional notes added into the balance sheet as well. The Port of Columbia County has chosen not to comply with these two GASB standards. Port staff will be reviewing all lease agreements, if the cumulative amount is not material, the lease is a year to year, or cancellable by either party it will not have to be included. Once we truly know the extent that the Port is required to report on, can we make a determination on the best way to move forward.

Fiscal Manual

Most of the work on the fiscal manual is complete, staff now are starting to review the handbook, sections will be added or removed as appropriate to get the handbook to its final state.

Arbitrage Rebate

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

Cash Flow

A 5-year cashflow has been developed, using previous years data. The cashflow includes all projects for the Port and estimated year of completion.

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

2024-2025 Budget

Work has wrapped up on the 2024-25 Budget. We anticipate that a budget meeting will occur mid to late March, and budget approval slated for the April Commission meeting.

This year the Port is using a different approach – 0 based budget., Each Department Head developed a budget from scratch not based on previous years. The budget was then reviewed and compared to previous years, additions and subtractions from the budget will get budgets back into alignment with actuals.

This also makes those responsible for managing budget consider how much they need and gives them a better understanding of their budget.

Balance Sheet Equity Section

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

Restricted

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

Committed –

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

Assigned

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

Unassigned

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

Profit and Loss -

The financial reports through February 28, 2024, are attached for your review and are included in the commission packet.

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

**General Operating Fund
Balance Sheet**

As of January 31, 2024, the Port General Fund has a cash balance of \$1,442,037, \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$302,037, an additional \$587,351 is expected from Business Oregon to reimburse the Port for NIT Crane making the GOF balancee \$889,388. I have requested that no additional projects occur at this time.

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

All Departments

| | |
|--|-------------|
| Operating Revenue is favorable by | \$34,041 |
| Operating Expenses are favorable by | \$1,971,115 |
| Operating Income is favorable by | \$2,005,156 |
| Non-Operating Revenue is unfavorable by | \$1,001,979 |
| Non-Operating Expenses are unfavorable by | \$69,798 |
| Non-Operating Income is unfavorable by | \$932,181 |
| Net income is favorable by | \$1,072,975 |

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

Unallocated (000)

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

| | |
|---|-----------|
| Non-operating Revenue is unfavorable by | \$28,540 |
| Non-Operating Expense is favorable by | \$327,764 |

Administration (100)

| | |
|--|------------|
| Operating revenue is favorable by | \$ 133,562 |
| Operating expenses are favorable by | \$ 437,045 |
| Operating Income is favorable by | \$ 570,607 |
| Non-Operating revenue is favorable by | \$ 128,284 |
| Non-Operating Expenses are unfavorable by | \$ 19,096 |
| Non-Operating Income is favorable by | \$ 108,188 |
| Net income is favorable by | \$ 679,795 |

Commercial Marina (300)

| | |
|---|--------------|
| Operating revenue is favorable by | \$ 70,767 |
| Operating expenses are favorable by | \$ 956,496 |
| Operating Income is favorable by | \$ 1,027,263 |
| Non-Operating revenue is favorable | \$ 32,245 |
| Non-Operating expense is unfavorable | \$ 104,703 |
| Non-Operating income is unfavorable | \$ 72,458 |
| Overall, Net income is favorable by | \$ 954,806 |

International Terminal (500)

| | |
|--|------------|
| Operating revenue is unfavorable by | \$ 169,665 |
| Operating expenses are favorable by | \$ 181,598 |
| Operating Income is favorable by | \$ 11,933 |
| Non-Operating revenue is unfavorable | \$ 560,000 |
| Non-Operating Expenses are unfavorable by | \$ 11,352 |
| Non-Operating Income is unfavorable | \$ 571,352 |
| Net Income is unfavorable by | \$ 559,418 |

Once the Loan Revenue from Business Oregon is received this will become favorable.

South Beach (700)

| | |
|---|------------|
| Operating revenue is unfavorable by | \$ 5,300 |
| Operating expenses are favorable by | \$ 673,310 |
| Operating income is favorable by | \$ 668,010 |
| Non-Operating revenue is unfavorable | \$ 51,578 |
| Non-Operating expense is unfavorable | \$ 29,827 |
| Non-Operating Income is unfavorable by | \$ 81,406 |
| Overall, Net income is favorable by | \$ 586,604 |

**NOAA Lease Revenue Fund
Balance Sheet**

As of January 31, 2024, the NOAA Lease revenue Fund had a cash balance of \$2,779,644 with an available balance of \$1,017,923; the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract. The cash balance is down due to dredging activities.

Income Statement

Budget vs. Actuals

| | |
|--|------------|
| Operating Revenue is unfavorable by | \$ 208,589 |
| Operating expenses are favorable by | \$ 414,457 |
| Operating Income is favorable by | \$ 205,868 |
| Non-Operating Revenue is favorable by | \$ 38,353 |
| Non-Operating Expenses are unfavorable by | \$ 904,127 |
| Non-Operating Income is favorable by | \$ 942,480 |
| Net income is favorable by | \$ 389,152 |

Reserve Fund

Cash available \$1,973,978

Bonded Debt Fund:

Cash available \$292,279

Facility Maintenance Fund:

Cash available \$455,488

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DIRECTOR OF OPERATIONS REPORT

DATE: 3/13/2024
PERIOD: February 2024-March 2024
TO: Paula J. Miranda, General Manager
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

We're seeing some commercial vessels changing gear to prepare for shrimp season; commercial crab gear has started to return to the dock. South beach is preparing for the coming season as people are attaining permits to operate for the year, and Seafood and Wine drew a large crowd this year. The Terminal has been slower this month, but they have changed out some shrimp gear lately. I've been working on administrative requirements for the MARAD Grant and writing the application for the Connect Oregon Grant along with rounding up letters of support and commitment.

Detail:

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

Drilling is nearly complete and will be done ahead of schedule. To this point, half the samples in the Commercial Marina have come back below acceptable thresholds for shoreside placement of dredge material. The Corps is working on an eelgrass mitigation concept that would involve using Port Property in Sally's Bend for an eelgrass project, and they will be responsible for consultation on that project; the Port would likely seek to undertake mitigation in the same manner at the same location.

- **RORO Dock Piling Assessment**

Funding will come through for this project; I have been working with KPFF to generate bid documents, and will put this project out to bid.

- **Dredging**

I spoke with the manager of the Western Region of Oregon Department of Fish and Wildlife regarding some of the permitting problems we've had of recent. In particular, we talked extensively about the change to the in-water work window; he acknowledged there was a lack of outreach before making that decision and pledged to improve that effort in the future. I have not been successful in either getting the two weeks back or in getting an explanation for the cause of the reevaluation of the window or for making the actual change. Concerns over herring have been cited as the reason, but there have been no known impacts to herring or causes for concern related to herring, and this species is not listed as endangered or threatened. I will be attending the OPPA Business meeting next week to present the specific problems we've had in an effort to collectively work on these problems with other Ports. I know that there are many other Ports with

state permitting problems, but we are working through the Oregon Public Ports Association to make an organized approach to the effort of creating solutions.

- **RV Park Annex Redesign**

We have scheduled the survey of the dry camp area and continue to work with Goodwork to create the concepts we need to plan the project.

- **Rogue Seawall**

Bergerson mobilizes next week; they are using a method to drill the holes for the drains that will save a great deal of time, but that was not mentioned in the permit applications. They intend to drill with divers so that work can be done regardless of tidal state, whereas the drilling was originally planned around the tide schedule. Unfortunately, this means we had to apply to change the permit although that won't stop us from starting the project; we're simply limited in how fast we can go until that amendment is made to the permit. The contract is written such that focus is placed on completion of the west end first so that Rogue can start the construction of their wastewater treatment facility.

- **MARAD PIDP Grant:**

The statement of no effect was issued for the project, which we anticipate will result in a categorical exclusion for the project. This will make the process of environmental compliance much easier and faster. We got some points of feedback from MARAD, and are correcting the document currently.

- **Code Enforcement:**

Recreational herring fishers are back in town, and we're actively enforcing the 'no fishing' ordinance. We have taken a fair amount of negative comments about this from those who want to access the marina docks for fishing. We're doing our best to fairly apply the ordinance and advising people to leave who are trolling from the floating docks.

- **Fish Cleaning Tables**

We are awaiting better weather to start the installation of the second table.

Newport International Terminal- Don Moon, Supervisor

Billable Services Performed this Period (june)

Forklift –28.5 hrs

Moorage – 23 Days

Hydraulic Crane -7 hrs

Hoist Dock Tie Up –2 hrs

Labor – 35.5 hrs

120V power – 0 hrs

Other Overtime Billed 0 hrs

208V power – 19 Days

South Beach Marina:

☒ We had 371 launches @ \$3347 between 2/1/2024 3/1/2024

Recreational Marina: The fuel dock still needs lighting but the entire lighting circuit needs to be rewired due to age. This is still on hold due to other pressing projects. The first of the 2 fillet tables is completed. New fillet table is fully operational, and customers have been using it. Sewer lift station is fully operational, but the electrical side should be upgraded to current hardware. We still should look into a new lift station in no greater than 5 years. Trash compactor is showing its age as far as structural integrity. Still working on numbers to see if the Port can swing a heavy boat trailer. The annex RV park is going to need a serious electric repair in the coming weeks to stay operational for the season. Doug's electric will be checking it out on 1/3/2024. Doug's came and re-fixed the old box's but is very temporary. Waiting on bids from Doug's and Western States to get the electrical repaired. We are now waiting for materials to do this repair in the Annex, working on scheduling as well.. Plan on putting more boulders to line each site. Hopefully in the next month we will begin to install the first new dock gate system. The crew got extremely behind due to the weather event and all the repairs that needed to be done. We still anticipate getting this done this year, hopefully before the busy season. Crew has completely removed the docks off the seawall and stored on the east end of what is left of the dock. We are anticipating raising the sunk boat on G dock this week. We may pull 2 others that are tied up on the service dock as well.

Commercial Marina: We should have the new oil strainer system done within the next month. Still anticipating having this done. We are still in dire need of the new used oil tank. Compactor is in as bad shape if not worse than south beach. We are in need of dock wood for repairs for both PD7 and PD5. We have more pilings broke loose on PD5. Ordered emergency Oil spill items for dealing with the used oil room, which one of the items will be for blocking off the catch basin. Catch basins have been fitted with filters. I will try and get a quote for a top coat of asphalt for the hoist dock, it is getting significantly worse. Shop is getting new locking tool caddy and a check out sheet to keep up with inventory as well as other items in the shop. System is in place and working so far. Repairs were made per insurance company on PD1 for replacing two of the deck boards. Port will be looking at gating off PD1. With the new pilings on 7 the crew has installed chain hoops to help with keeping the dock together. This repair is holding up so far. With the installation of GFI breakers on the commercial dock, we are spending a lot more time and resources on electrical repairs. The GFI breakers don't hold up as well as a normal breakers which in turn we have to purchase more for both commercial and recreational marinas. It is still hard to acquire larger amounts of them in an adequate amount of time. Boats are starting to stack out so hopefully we will be able to resume more maintenance related tasks.

Staffing: We have lost one staff member in South Beach, but we filled his position internally, which was a promotion. We now have a maintenance 2 position open in South beach. Our crew swapping has slowed down but will continue to rotate them out. We have both crews helping out with the dismantling of the service dock and I was Extremely happy with how the crews worked together. We need to keep looking at having two wharfingers for the port so that there is better coverage and back up for days off for that staff. We are still working on trying to navigate the Wharfinger position to make sure the ports needs are being met.

With the amount of seized vessels in our possession on both sides of the bay, its becoming a full time job pumping and checking them on a regular basis which takes away from more important tasks. This still holds. We keep acquiring more boats every month which makes for more lost time in multiple departments.

NOAA MOC-P Jim Durkee, Maintenance Supervisor

Special Projects:

Vessels Using the Facility Since My Last Report – NOAA vessels Hi'ialikai and Bell M. Shimada.

I replaced the exhaust fan motor, dampers, and a relay on the hazmat container and returned it to service.

Andrew finished cleaning the warehouse membrane roof.

I am still working to replace the fuel tank on the emergency generator.

Annual inspection and test of the automatic transfer switch (part of the emergency generator system)

Replaced the infrared eyes in the elevator door.