

PORT OF NEWPORT COMMISSION REGULAR MEETING

Tuesday, July 25, 2023, 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/2023-07-25-commission-meetings-2023-july-25-2023-6-00-p-m>

Anyone interested in making public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, June 24, 2023: <https://www.portofnewport.com/2023-07-25-commission-meetings-2023-july-25-2023-6-00-p-m>

I. Call to Order

II. Commissioner Oaths

III. Election of Officers

IV. Changes to the Agenda

V. Public Comment (3-minute limit per person)

VI. Consent Calendar

2023

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B. Financial Reports.....		Page 8
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D. Certification of Election Results		Page 32
E. Appointment of Budget Officer.....		Page 79
F. Approval of Second Amendment to Purchase and Sale Agreement for 343 SW Bay Blvd.....		Page 80

VII. Old Business

A. Approval of New Fees – <i>Brown</i>	Page 82
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VIII. New Business

A. Approval of Contract for RV Park Annex Redesign – <i>Bretz</i>	Page 83
B. Approval of Contract with Pasha Stevedoring – <i>Bretz</i>	Page 125
C. Public Hearing on Ordinance 2023-01 Amending the Bylaws – <i>Miranda</i>	Page 137
D. Approval of Support Services Agreement with KOPIS – <i>Brown</i>	Page 139

IX. Staff Reports

1. Director of Finance and Business Services – <i>Brown</i>	Page 146
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X. Commissioner Reports

XI. Calendar/Future Considerations 2023

Association of Pacific Ports Annual Conference.....August 13-16, 2023
Next Commission Meeting.....August 22, 2023
SDAO Board Member Duties, Liabilities and Responsibilities.....August 22, 2023

XII. Public Comment

XIII. Adjournment

June 27, 2023
6:04 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 Burke, Retherford, Chuck, Lackey, and Sylvia. Also in attendance were General Manager Paula Miranda, Director of Business and Finance Services Mark Brown, Operations Director Aaron Bretz, PR Consultant Angela Nebel, Administrative Assistant Gloria Tucker, Oregon Coastal Management Program Specialist Meg Reed, and Pat Ruddiman.

PUBLIC COMMENT

Burke read the written public comment submitted by Diane Henkels regarding inclusion of the Yaquina Bay Yacht Club and Oregon Boating Foundation in an update to the Strategic Business Plan. Miranda noted the update to the Strategic Business Plan will begin next year.

CONSENT CALENDAR

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

NEW BUSINESS

Presentation on Yaquina Bay Estuary Management Plan. Reed presented the progress on the Yaquina Bay Estuary Management Plan update. Chuck asked what group sets the standard for developers on climate vulnerabilities criteria. Reed replied the decision is pretty discretionary. She noted as long as developers address the items relevant to their proposal, there is no standard for objecting. Chuck asked if in the future with sea level rise, will a matrix be developed. He asked what happens if a project is contested for not considering enough sea level rise. Reed replied the sea level rise map predicts 1.5-foot sea level rise, and developers would use that.

Sylvia stated the problem with sea level rise is who predicts it. He noted he is on the technical committee. He explained the Port does planning 50 years out. He asked who makes that sea level prediction when there is so much uncertainty and large error margins. He emphasized who is the ultimate arbiter and how much flexibility would there be. Reed replied the study by NOAA in 2022 was downscaled to each area, and that is the best available science right now. She stated for a project, the applicant would use that data, give a range, and then design to that standard. Sylvia stated he is concerned in the future, there will be a lot more sensitivity about environmental and climate issues, and this process will be a lot less about checking a box and more about those who don't like a project challenging it. He noted one suggestion is the plan be adaptive and updated every five years. Reed replied that can be added to the plan update piece.

Burke asked what agency reviews the information submitted for addressing sea level rise, or do multiple agencies approve it. Reed replied that depends on the decision level of the proposal.

She noted some proposals would require Planning Director review, Planning Commission review, or state agency review, DLCD or ODFW for example.

Retherford emphasized dredging is an important part of keeping a healthy Port for commercial fishing, sport fishing, and Terminal use. She noted her concern is as time goes by, it is getting harder and harder to get permits for dredging and new projects. She asked how much more involved are these applications going to be. She asked what is changing that is going to affect the fishing fleet. Reed replied the areas that allow dredging are not changing. She explained the plan adds in assessment of climate change vulnerabilities to applications, and that would be new and additional work. She noted the amount of work is determined by the scale of the project.

Retherford asked in the update is there room to ensure Ports stay healthy and thriving and the Port of Newport is able to still do commerce. Reed replied the purpose of the plan is to balance those things. She explained it's a spatial development tool that says communities want development to occur here and communities want protections here. She indicated the plan protects development by designating areas meant for development. She noted the assessment is more work, how much more is hard to say. She added she does not think this would prevent dredging from moving forward. Miranda stated the difficulty with permitting is more associated with state agencies than with the estuary plan.

Sylvia added the plan has inconsistent use of language on this issue of impacts and inconsistent definitions of all these terms. He stated that bothers him because the Port wants to have conversations with these agencies in all of this planning, and they need to make sure everyone is on the same page, otherwise all sides will lawyer up. He indicated he will point this out in written comments. He emphasized definitions matter for conversations with city planners and state agencies.

Employee Recognition – 6 Year Anniversary – Aaron Bretz. Burke introduced the agenda item. Miranda recognized Bretz for his years of service. The Commission thanked him.

OLD BUSINESS

Extension of Sale of Real Property (343 SW Bay Blvd) to Ocean's Edge, LLC. Burke introduced the agenda item. Miranda reported Ocean's Edge asked for additional time to complete the sale. She stated Fran Matthews does not have any intention of not purchasing, but she was not able to get the paperwork completed in time. She added Matthews intends to work with the city on timing for construction.

MOTION was made by Chuck, seconded by Retherford, to authorize the General Manager to execute the amendment to the purchase and sale agreement, as attached, and any closing documents necessary to complete the sales transaction. The motion carried unanimously in a voice vote.

Approval of Capital Improvement List. Burke introduced the agenda item. Miranda overviewed the Capital Improvement List. Burke noted the list is very comprehensive and ambitious.

MOTION was made by Lackey, seconded by Sylvia, to adopt the Capital Improvement List as reflected in the Strategic Plan as attached. The motion carried unanimously in a voice vote.

Approval of Contract with Summit PR. Burke introduced the agenda item. Miranda reported the Port has been working with Angela Nebel at Summit for Public Relations. She stated Nebel has always done an amazing job with newsletters, Facebook, and newspapers. She noted she would like to continue working with her. She indicated this year, she added \$3,200 to have three newsletters published instead of just two.

Burke stated he thinks it is imperative as part of the Port's outreach to constituents to keep it going. He noted people definitely come to all of the Commissioners with questions, comments and kudos because of it. Miranda added there will be a newsletter out soon.

Lackey stated not only does Nebel do a great job, but she also brings great value to the Port. He asked of the different publications, newsletters, social media, or news releases, what do staff get the most comments on, what resonates the most. Miranda replied the reach is different for each one. She noted some people like social media and are active on Facebook, and a lot of stakeholders like the newsletters. Nebel stated the goal of a layered communication is you want to make sure people are hearing about it from all directions.

Sylvia stated Nebel is very professional, and it is critical the Port does this kind of communication. Retherford stated she appreciates the newsletter. She notes this keeps the Port transparent and open to the community. She emphasized people can't say they didn't know because they get a newsletter mailed to their mailbox. She congratulated Miranda and Nebel for their work.

MOTION was made by Lackey, seconded by Retherford, to authorize the General Manager to contract with Summit Public Relations Strategies, LLC, not to exceed \$29,000 plus another 10% contingency. The motion carried unanimously in a voice vote.

Approval of PBS Consulting Agreement for Final Design of Rogue Seawall. Burke introduced the agenda item. Miranda reported she applied for \$1.14 million from the state for the project. She noted staff are still working on permits, and she received the scope of work from PBS and final geotechnical.

Sylvia clarified with staff the cost of the project. He confirmed with staff the construction will be separate.

MOTION was made by Sylvia, seconded by Chuck, to authorize the General Manager to contract with PBS Engineering as presented, not to exceed an additional \$225,865 plus 10% contingency and to authorize the General Manager to contract with GRI as presented to complete additional geotechnical consultation for the final design, not to exceed \$20,000 plus 10% contingency. The motion carried unanimously in a voice vote.

Ratify NOAA Amendment for Property Improvements and new NOAA Amendment for Property Improvements. Burke introduced the agenda item. Miranda reported there were a couple of requests to build glass walls and power stations for electrical vehicles at NOAA. She noted she discussed this with Commission, but she signed the requests. She asked Commission to ratify those supplemental lease agreements, and then approve the new supplemental lease agreement showing the work has been done.

Chuck asked what fund does this come from. Miranda replied NOAA pays for it; they are modifying Port property.

MOTION was made by Chuck, seconded by Lackey, to ratify the General Manager's signature to the two previous supplemental lease agreements and authorize the General Manager to execute the new supplemental lease agreement as attached. The motion carried unanimously in a voice vote.

Extension of Lease with Rondys. Burke introduced the agenda item. Bretz reported at Mclean Point the Port has a stretch of land with about 40,000 cubic yards of material. He noted the term is up. He requested extending this lease for another six months. He added Rondys stated they are not looking to develop that property for another year or two.

Sylvia asked if staff are positive six months will get the material moved. Bretz replied staff do the best they can. He noted Rondys considered trading sand in return for transportation of other material, but that does not look like it will work.

MOTION was made by Retherford, seconded by Lackey, to approve the attached draft lease amendment with Rondys Inc. The motion carried unanimously in a voice vote.

Approval of OSP Lease. Burke introduced the agenda item. Bretz reported the state of Oregon would like to amend their current lease to keep the state police enforcement vehicle Guardian at Newport. He noted the agreement increased the rate over the last five years, but that was established before the recent inflation. Bretz stated he negotiated with them to have a 16 percent rate increase to catch up, and then establish a 3 percent increase over the next five years. He indicated the Port may need to do some bigger maintenance on that dock after that.

MOTION was made by Chuck, seconded by Sylvia, to approve the attached draft lease for Oregon State Police. The motion carried unanimously in a voice vote.

General Manager Evaluation. Burke introduced the agenda item. The Commission praised Miranda's work over the past year. Burke confirmed with staff the Port's COLA this year is 6 percent. Sylvia asked has the General Manager compensation been brought to competitive with other port General Managers. Miranda replied it is competitive with Astoria, Tillamook, and Hood River. She noted Port of Morrow and Port of Coos Bay are way higher. She added she does not consider Port of Portland. Brown requested an effective date in the motion such as the anniversary of the contract. Chuck confirmed with staff the anniversary is in May. Retherford confirmed with staff the pay would be retroactive to that date.

Chuck suggested COLA plus a 4 percent increase. Retherford asked about PTO. Miranda requested this year, an extra week since she will have a knee surgery that will take a week. Lackey suggested rounding up to the nearest \$100, whatever the amount works out to.

MOTION was made by Chuck, seconded by Retherford, to increase the General Manger's salary by 10 percent retroactive to her anniversary date in May, rounded up to the nearest \$100, and to add one week of PTO. The motion carried unanimously in a voice vote.

Retherford suggested changing Miranda's title from General Manager to Executive Director. Miranda recommended putting together a resolution that would officially change the title. Burke tabled the item for next month.

STAFF REPORTS

General Manager Report. Miranda presented Burke with a plaque for his service to the Commission. The Commission praised Burke for his service and leadership. Miranda presented her report included in the packet.

COMMISSIONER REPORTS

Sylvia reported he serves on the Cascades West Area Commission on Transportation. He stated there will be funding for the 27-29 Fiscal Year for three counties, including Lincoln County. He noted the counties decide their priorities. He asked the Commission and staff if there are any transportation projects critical to the Port that he could bring back to Cascades West. Miranda replied that depends on how they define transportation; they tend not to include docks or ports. Sylvia stated the projects are funded by ODOT, which tends to be more land transportation. Miranda stated she will look into Port projects to see if anything fits. Sylvia noted their strategic plan for next year does not include congestion as a category. He added access to the Port is important, especially for trucks.

Chuck reported he was contacted by one of the ODFW Commissioners who wanted to do a dock walk. He stated he overviewed the Port Dock 7 rebuild and talked about NOAA, NIT, and the sport marina to the ODFW Commission. He noted he explained to them there are 400 small businesses supported in the Commercial Marina.

Lackey thanked Bretz for his service to the Port.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:45 p.m.



PON BALANCE SHEET

Period: 07/01/22..06/30/23

Port of Newport

General Operating Funds

Description	Balance
Assets	
Current Assets	
Cash Deposits	2,253,819.48
Cash on hand - Petty Cash	764.34
Cash on hand - Cash Drawers	825.00
Accounts Receivable	554,163.37
Property Tax Receivable	0.00
Grants Receivable	0.00
Allowance for Bad Debt	(30,000.00)
Interfund Activity Receivable	768,106.27
Prepaid Expenses	188,253.43
Total Current Assets	3,735,931.89
TOTAL FIXED ASSETS	48,191,548.10
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	(1,038,515.00)
PERS Deferred Outflow	262,672.00
Deferred Outflows of Resources, Total	(775,843.00)
TOTAL ASSETS	51,151,636.99
LIABILITIES	
Current Liabilities	
Accounts Payable	267,061.69
Credit Cards Payable	(27,771.41)
Accrued Retainage	(5,219.54)
Accrued Lodging Taxes	11,634.17
Accrued Property Tax	(1,676.95)
Unclaimed Property	75,514.92
Interfund Activity Payable	778,801.86
Payroll Payable	46,846.76
Compensated Absences	71,030.89
Accrued Payroll Taxes	3,309.28
Retirement Payable	4,290.66
Garnishment Payable	575.56
Benefit Payable	57,935.79
Accrued Interest	12,564.00
Deposits	322,334.68
Deferred Revenue	(381,581.12)
Current Portion - Notes Payable	326,191.00
Current Portion - Bonds Payable	224,900.00
Construction Line of Credit	(699,795.00)



PON BALANCE SHEET

7/14/2023
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MBROWN

Period: 07/01/22..06/30/23

Port of Newport

General Operating Funds

Description	Balance
Total Current Liabilities	2,486,537.24
Non-current Liabilities	
Long-term Debt	5,430,858.77
Less Current Portion - Long-term Debt	(551,191.00)
Bond Premiums	77,397.55
Total Non-current Liabilities	4,957,065.32
Deferred Inflows of Resources	219,726.00
Total Liabilities	7,663,328.56
Equity (Fund Balance)	
Restricted Fund Balance	1,140,000.00
Committed Fund Balance	667,000.00
Unrestricted Fund Balance	35,097,891.76
Contributed Capital	7,130,788.00
Total Equity (Fund Balance)	44,038,802.64
Retained Earnings	(590,378.74)
Net Assets	43,488,308.43
Total Liabilities and Equity	51,151,636.99



Period: 07/01/22..06/30/23

Port of Newport

General Operating Funds

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	1,286,032.21	783,000.00	503,032.21
Moorage	2,073,203.00	1,914,229.00	158,974.00
Services	606,550.96	1,008,684.00	(402,133.04)
Shipping	4,729.28	0.00	4,729.28
RV Park Space Rentals	1,711,744.35	1,437,663.00	274,081.35
Fees	801,141.47	120,000.00	681,141.47
Property Tax Revenue	126,857.42	125,000.00	1,857.42
Discounts and Refunds	(38,810.95)	0.00	(38,810.95)
Miscellaneous Operating Revenue	216,022.22	104,700.00	111,322.22
Total Operating Revenue	6,787,469.96	5,493,276.00	1,294,193.96
OPERATING EXPENSES			
Personnel Services	2,317,190.29	2,592,862.00	(275,671.71)
Materials, Services	4,557,164.79	5,359,330.00	(802,165.21)
Less Depreciation	(1,767,321.49)	0.00	(1,767,321.49)
Total Materials and Services	2,789,843.30	5,359,330.00	(2,569,486.70)
Total Operating Expenses	5,107,033.59	7,952,192.00	(2,845,158.41)
OPERATING INCOME (LOSS)	1,680,436.37	(2,458,916.00)	4,139,352.37
NON-OPERATING REVENUES			
Grant Revenue	(1,331,484.00)	(4,516,649.00)	3,185,165.00
Loans	1,059,225.71	1,808,000.00	(748,774.29)
Interest	29,955.05	2,500.00	27,455.05
Transfers In from Other Funds	0.00	2,368,350.92	(2,368,350.92)
Total Non-operating Revenues	2,420,664.76	8,695,499.92	(6,274,835.16)
NON-OPERATING EXPENSES			
Debt Service	768,417.16	1,076,516.00	(308,098.84)
Capital Outlays	2,155,741.22	9,023,271.00	(6,867,529.78)
Transfers Out to Other Funds	0.00	500,000.00	(500,000.00)
Total Non-Operating Expenses	2,924,158.38	10,599,787.00	(7,675,628.62)
Non-Operating Income (Loss)	(503,493.62)	(1,904,287.08)	1,400,793.46
Net Income (Loss)	1,176,942.75	(4,363,203.08)	5,540,145.83
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	1,767,321.49	0.00	1,767,321.49

Financial Report - Budget Vs. Actual Port of Newport

Period 07/01/22..06/30/23

DEPARTMENT: 100-Administration

Description	Actual	Budget	Variance
OPERATING REVENUE			
Property Tax Revenue	126,857.42	125,000.00	1,857.42
Discounts and Refunds	391.86		391.86
Miscellaneous Operating Revenue		4,000.00	(4,000.00)
Total Operating Revenue	127,249.28	129,000.00	(1,750.72)
OPERATING EXPENSES			
Personnel Services	773,256.80	984,394.00	(211,137.20)
Materials, Services	1,305,801.71	1,185,717.00	120,084.71
Less Depreciation	(446,216.41)		(446,216.41)
Total Materials and Services	859,585.30	1,185,717.00	(326,131.70)
Total Operating Expenses	1,632,842.10	2,170,111.00	(537,268.90)
OPERATING INCOME (LOSS)	(1,505,592.82)	(2,041,111.00)	535,518.18
NON-OPERATING REVENUES			
Grant Revenue			
Loans	1,060,205.00	1,808,000.00	(747,795.00)
Interest	29,955.05	2,500.00	27,455.05
Transfers In from Other Funds		2,368,350.92	(2,368,350.92)
Total Non-operating Revenues	1,090,160.05	4,178,850.92	(3,088,690.87)
NON-OPERATING EXPENSES			
Debt Service	364,752.60	730,443.18	(365,690.58)
Capital Outlays	1,700,894.01	1,625,000.00	75,894.01
Transfers Out to Other Funds		500,000.00	(500,000.00)
Total Non-Operating Expenses	2,065,646.61	2,855,443.18	(789,796.57)
Non-Operating Income (Loss)	(975,486.56)	1,323,407.74	(2,298,894.30)
Net Income (Loss)	(2,481,079.38)	(717,703.26)	(1,763,376.12)
Non Budget Expenditures			
Overhead Cost Allocation			
Depreciation	446,216.41		446,216.41

Financial Report - Budget Vs. Actual Port of Newport

Period 07/01/22..06/30/23

DEPARTMENT: 500-International Terminal

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	317,226.57	171,000.00	146,226.57
Moorage	115,779.86	231,715.00	(115,935.14)
Services	159,631.76	490,000.00	(330,368.24)
Shipping	4,729.28		4,729.28
Fees	226,282.19		226,282.19
Discounts and Refunds	279.80		279.80
Miscellaneous Operating Revenue	133,465.32	1,800.00	131,665.32
Total Operating Revenue	957,394.78	894,515.00	62,879.78
OPERATING EXPENSES			
Personnel Services	250,149.39	260,727.00	(10,577.61)
Materials, Services	1,033,094.07	1,194,243.00	(161,148.93)
Less Depreciation	(830,256.93)		(830,256.93)
Total Materials and Services	202,837.14	1,194,243.00	(991,405.86)
Total Operating Expenses	452,986.53	1,454,970.00	(1,001,983.47)
OPERATING INCOME (LOSS)	504,408.25	(560,455.00)	1,064,863.25
NON-OPERATING REVENUES			
Grant Revenue	(101,611.08)	(30,000.00)	(71,611.08)
Total Non-operating Revenues	101,611.08	30,000.00	71,611.08
NON-OPERATING EXPENSES			
Debt Service	160,565.22	94,683.05	65,882.17
Capital Outlays	88,684.76	2,868,174.00	(2,779,489.24)
Total Non-Operating Expenses	249,249.98	2,962,857.05	(2,713,607.07)
Non-Operating Income (Loss)	(147,638.90)	(2,932,857.05)	2,785,218.15
Net Income (Loss)	356,769.35	(3,493,312.05)	3,850,081.40
Non Budget Expenditures			
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Overhead Cost Allocation			
Depreciation	830,256.93		830,256.93

Financial Report - Budget Vs. Actual Port of Newport

Period 07/01/22..06/30/23

DEPARTMENT: 300-Commercial Marina

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	236,943.93	150,000.00	86,943.93
Moorage	451,741.84	638,814.00	(187,072.16)
Services	440,489.08	488,074.00	(47,584.92)
Fees	289,274.42		289,274.42
Discounts and Refunds	(18,002.01)		(18,002.01)
Miscellaneous Operating Revenue	33,713.75	33,400.00	313.75
Total Operating Revenue	1,434,161.01	1,310,288.00	123,873.01
OPERATING EXPENSES			
Personnel Services	443,987.37	582,016.00	(138,028.63)
Materials, Services	646,547.68	1,583,000.00	(936,452.32)
Less Depreciation	(76,841.16)		(76,841.16)
Total Materials and Services	569,706.52	1,583,000.00	(1,013,293.48)
Total Operating Expenses	1,013,693.89	2,165,016.00	(1,151,322.11)
OPERATING INCOME (LOSS)	420,467.12	(854,728.00)	1,275,195.12
NON-OPERATING REVENUES			
Grant Revenue		(322,500.00)	322,500.00
Total Non-operating Revenues		322,500.00	(322,500.00)
NON-OPERATING EXPENSES			
Debt Service	1,319.10	659.55	659.55
Capital Outlays	274,246.05	1,569,000.00	(1,294,753.95)
Total Non-Operating Expenses	275,565.15	1,569,659.55	(1,294,094.40)
Non-Operating Income (Loss)	(275,565.15)	(1,247,159.55)	971,594.40
Net Income (Loss)	144,901.97	(2,101,887.55)	2,246,789.52
Non Budget Expenditures			
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Overhead Cost Allocation			
Depreciation	76,841.16		76,841.16

Financial Report - Budget Vs. Actual Port of Newport

Period 07/01/22..06/30/23

DEPARTMENT: 700-South Beach

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	731,861.71	462,000.00	269,861.71
Moorage	1,505,681.30	1,043,700.00	461,981.30
Services	6,430.12	30,610.00	(24,179.88)
RV Park Space Rentals	1,711,744.35	1,437,663.00	274,081.35
Fees	285,584.86	120,000.00	165,584.86
Discounts and Refunds	(21,480.60)		(21,480.60)
Miscellaneous Operating Revenue	48,843.15	65,500.00	(16,656.85)
Total Operating Revenue	4,268,664.89	3,159,473.00	1,109,191.89
OPERATING EXPENSES			
Personnel Services	595,794.67	765,725.00	(169,930.33)
Materials, Services	1,461,433.11	1,396,370.00	65,063.11
Less Depreciation	(268,765.64)		(268,765.64)
Total Materials and Services	1,192,667.47	1,396,370.00	(203,702.53)
Total Operating Expenses	1,788,462.14	2,162,095.00	(373,632.86)
OPERATING INCOME (LOSS)	2,480,202.75	997,378.00	1,482,824.75
NON-OPERATING REVENUES			
Grant Revenue	(1,229,872.92)	(4,164,149.00)	2,934,276.08
Loans	(979.29)		(979.29)
Total Non-operating Revenues	1,228,893.63	4,164,149.00	(2,935,255.37)
NON-OPERATING EXPENSES			
Debt Service	241,780.24	250,730.22	(8,949.98)
Capital Outlays	91,916.11	2,961,097.00	(2,869,180.89)
Total Non-Operating Expenses	333,696.35	3,211,827.22	(2,878,130.87)
Non-Operating Income (Loss)	895,197.28	952,321.78	(57,124.50)
Net Income (Loss)	3,375,400.03	1,949,699.78	1,425,700.25
Non Budget Expenditures			
Overhead Cost Allocation			
Depreciation	268,765.64		268,765.64



PON BALANCE SHEET

Period: 07/01/22..06/30/23

Port of Newport

NOAA Lease Revenue Funds

Description	Balance
Assets	
Current Assets	
Cash Deposits	4,345,280.43
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	554,124.23
Prepaid Expenses	113,218.83
Total Current Assets	5,012,623.49
TOTAL FIXED ASSETS	20,172,713.18
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	(45,954.00)
PERS NPA(L)	(54,658.00)
PERS Deferred Outflow	13,824.00
Deferred Outflows of Resources, Total	(86,788.00)
TOTAL ASSETS	25,098,548.67
LIABILITIES	
Current Liabilities	
Accounts Payable	(440,033.77)
Interfund Activity Payable	901,453.34
Compensated Absences	13,657.27
Accrued Payroll Taxes	2,192.02
Retirement Payable	4,453.09
Benefit Payable	1,727.48
Accrued Interest	166,062.00
Current Portion - Bonds Payable	1,350,000.00
Total Current Liabilities	1,999,511.43
Non-current Liabilities	
Long-term Debt	13,895,000.00
Less Current Portion - Long-term Debt	(30,000.00)
Bond Premiums	(1,320,000.00)
Total Non-current Liabilities	12,545,000.00
Deferred Inflows of Resources	11,565.00
Total Liabilities	14,556,076.43
Equity (Fund Balance)	
Restricted Fund Balance	3,987,491.61
Committed Fund Balance	(1,793,770.61)
Unrestricted Fund Balance	8,018,094.24
Total Equity (Fund Balance)	10,211,815.24
Retained Earnings	(1,047,164.01)
Net Assets	10,542,472.24



PON BALANCE SHEET

7/14/2023
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MBROWN

Period: 07/01/22..06/30/23

Port of Newport

NOAA Lease Revenue Funds

Description	Balance
Total Liabilities and Equity	25,098,548.67

Period: 07/01/22..06/30/23

Port of Newport

NOAA Lease Revenue Funds

Description	Actual	Budget	Variance
OPERATING REVENUE			
Lease Revenue	2,920,917.17	2,572,857.92	348,059.25
Discounts and Refunds	633.66	0.00	633.66
Total Operating Revenue	2,921,550.83	2,572,857.92	348,692.91
OPERATING EXPENSES			
Personnel Services	195,653.45	218,469.00	(22,815.55)
Materials, Services	1,719,563.29	1,125,822.00	593,741.29
Less Depreciation	(1,340,687.41)	0.00	(1,340,687.41)
Total Materials and Services	378,875.88	1,125,822.00	(746,946.12)
Total Operating Expenses	574,529.33	1,344,291.00	(769,761.67)
OPERATING INCOME (LOSS)	2,347,021.50	1,228,566.92	1,118,454.58
NON-OPERATING REVENUES			
Grant Revenue	0.00	0.00	0.00
Interest	5,736.45	6,000.00	(263.55)
Total Non-operating Revenues	5,736.45	6,000.00	(263.55)
NON-OPERATING EXPENSES			
Debt Service	1,760,714.54	1,760,800.00	(85.46)
Capital Outlays	298,520.01	40,000.00	258,520.01
Transfers Out to Other Funds	0.00	240,035.00	(240,035.00)
Total Non-Operating Expenses	2,059,234.55	2,040,835.00	18,399.55
Non-Operating Income (Loss)	(2,053,498.10)	(2,034,835.00)	(18,663.10)
Net Income (Loss)	293,523.40	(806,268.08)	1,099,791.48
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	1,340,687.41	0.00	1,340,687.41

Period: 07/01/22..06/30/23

NOAA Reserves

Description	Balance
Assets	
Current Assets	
Cash Deposits	1,923,900.14
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	590,260.01
Total Current Assets	2,514,160.15
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
Deferred Outflows of Resources, Total	0.00
TOTAL ASSETS	2,514,160.15
LIABILITIES	
Current Liabilities	
Interfund Activity Payable	238,583.56
Accrued Payroll Taxes	240.63
Retirement Payable	388.74
Total Current Liabilities	239,212.93
Non-current Liabilities	
Total Non-current Liabilities	0.00
Deferred Inflows of Resources	0.00
Total Liabilities	239,212.93
Equity (Fund Balance)	
Restricted Fund Balance	2,224,706.37
Total Equity (Fund Balance)	2,224,706.37
Retained Earnings	50,240.85
Net Assets	2,274,947.22
Total Liabilities and Equity	2,514,160.15



PON Summary Inc Statement

Period: 07/01/22..06/30/23

Port of Newport

NOAA Reserves

Description	Actual	Budget	Variance
OPERATING REVENUE			
Discounts and Refunds	0.00	0.00	0.00
Total Operating Revenue	0.00	0.00	0.00
OPERATING EXPENSES			
Personnel Services	3,127.72	0.00	3,127.72
Total Materials and Services	0.00	0.00	0.00
Total Operating Expenses	3,127.72	0.00	3,127.72
OPERATING INCOME (LOSS)	(3,127.72)	0.00	(3,127.72)
NON-OPERATING REVENUES			
Grant Revenue	0.00	0.00	0.00
Interest	53,368.57	(5,000.00)	58,368.57
Total Non-operating Revenues	53,368.57	(5,000.00)	58,368.57
NON-OPERATING EXPENSES			
Non-Operating Income (Loss)	53,368.57	(5,000.00)	58,368.57
Net Income (Loss)	50,240.85	(5,000.00)	55,240.85
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

Period: 07/01/22..06/30/23

Port of Newport

Bonded Debt Fund

Description	Balance
Assets	
Current Assets	
Cash Deposits	134,639.05
Accounts Receivable	(13,568.81)
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	49,737.62
Total Current Assets	170,807.86
TOTAL FIXED ASSETS	146,742.00
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	589,289.64
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
Deferred Outflows of Resources, Total	589,289.64
TOTAL ASSETS	906,839.50
LIABILITIES	
Current Liabilities	
Interfund Activity Payable	2,008.78
Accrued Interest	295,000.00
Current Portion - Bonds Payable	125,000.00
Total Current Liabilities	422,008.78
Non-current Liabilities	
Long-term Debt	11,235,000.25
Less Current Portion - Long-term Debt	(420,000.00)
Bond Premiums	(88,074.00)
Total Non-current Liabilities	10,726,926.25
Deferred Inflows of Resources	0.00
Total Liabilities	11,148,935.03
Equity (Fund Balance)	
Restricted Fund Balance	(11,258,560.64)
Unrestricted Fund Balance	999,912.88
Total Equity (Fund Balance)	(10,258,647.76)
Retained Earnings	16,552.23
Net Assets	(10,242,095.53)
Total Liabilities and Equity	906,839.50



Period: 07/01/22..06/30/23

Port of Newport

Bonded Debt Fund

Description	Actual	Budget	Variance
OPERATING REVENUE			
Property Tax Revenue	829,136.83	809,574.00	19,562.83
Discounts and Refunds	0.00	0.00	0.00
Total Operating Revenue	829,136.83	809,574.00	19,562.83
OPERATING EXPENSES			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
Total Operating Expenses	0.00	0.00	0.00
OPERATING INCOME (LOSS)	829,136.83	809,574.00	19,562.83
NON-OPERATING REVENUES			
Grant Revenue	0.00	0.00	0.00
Interest	6,444.74	(50.00)	6,494.74
Total Non-operating Revenues	6,444.74	(50.00)	6,494.74
NON-OPERATING EXPENSES			
Debt Service	819,029.34	819,030.00	(0.66)
Total Non-Operating Expenses	819,029.34	819,030.00	(0.66)
Non-Operating Income (Loss)	(812,584.60)	(819,080.00)	6,495.40
Net Income (Loss)	16,552.23	(9,506.00)	26,058.23
Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

Period: 07/01/22..06/30/23
Port of Newport

Construction Fund

Description	Balance
Assets	
Current Assets	
Cash Deposits	13,146.21
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	38.30
Total Current Assets	13,184.51
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
Deferred Outflows of Resources, Total	0.00
TOTAL ASSETS	13,184.51
LIABILITIES	
Current Liabilities	
Interfund Activity Payable	38.30
Total Current Liabilities	38.30
Non-current Liabilities	
Total Non-current Liabilities	0.00
Deferred Inflows of Resources	0.00
Total Liabilities	38.30
Equity (Fund Balance)	
Unrestricted Fund Balance	13,072.51
Total Equity (Fund Balance)	13,072.51
Retained Earnings	73.70
Net Assets	13,146.21
Total Liabilities and Equity	13,184.51



Period: 07/01/22..06/30/23

Port of Newport

Construction Fund

Description	Actual	Budget	Variance
OPERATING REVENUE			
Discounts and Refunds	0.00	0.00	0.00
Total Operating Revenue	0.00	0.00	0.00
OPERATING EXPENSES			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
Total Operating Expenses	0.00	0.00	0.00
OPERATING INCOME (LOSS)	0.00	0.00	0.00
NON-OPERATING REVENUES			
Grant Revenue	0.00	0.00	0.00
Interest	73.70	(10.00)	83.70
Total Non-operating Revenues	73.70	(10.00)	83.70
NON-OPERATING EXPENSES			
Non-Operating Income (Loss)	73.70	(10.00)	83.70
Net Income (Loss)	73.70	(10.00)	83.70
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00



PON BALANCE SHEET

Period: 07/01/22..06/30/23

Port of Newport

Facility Maintenance Fund

Description	Balance
Assets	
Current Assets	
Cash Deposits	537,521.38
Property Tax Receivable	0.00
Grants Receivable	0.00
Interfund Activity Receivable	5,271.71
Total Current Assets	542,793.09
Deferred Outflows of Resources	
Deferred Outflows of Resources - Advanced Refunding	0.00
PERS NPA(L)	0.00
PERS Deferred Outflow	0.00
Deferred Outflows of Resources, Total	0.00
TOTAL ASSETS	542,793.09
LIABILITIES	
Current Liabilities	
Interfund Activity Payable	25,161.31
Total Current Liabilities	25,161.31
Non-current Liabilities	
Total Non-current Liabilities	0.00
Deferred Inflows of Resources	0.00
Total Liabilities	25,161.31
Equity (Fund Balance)	
Assigned Fund Balance	475,911.12
Unrestricted Fund Balance	3,971.69
Total Equity (Fund Balance)	479,882.81
Retained Earnings	37,748.97
Net Assets	517,631.78
Total Liabilities and Equity	542,793.09

Period: 07/01/22..06/30/23

Port of Newport

Facility Maintenance Fund

Description	Actual	Budget	Variance
OPERATING REVENUE			
Discounts and Refunds	0.00	0.00	0.00
Total Operating Revenue	0.00	0.00	0.00
OPERATING EXPENSES			
Personnel Services	0.00	0.00	0.00
Total Materials and Services	0.00	0.00	0.00
Total Operating Expenses	0.00	0.00	0.00
OPERATING INCOME (LOSS)	0.00	0.00	0.00
NON-OPERATING REVENUES			
Grant Revenue	0.00	0.00	0.00
Interest	11,004.97	500.00	10,504.97
Transfers In from Other Funds	0.00	500,000.00	(500,000.00)
Miscellaneous Non-operating Revenue	26,744.00	0.00	26,744.00
Total Non-operating Revenues	37,748.97	500,500.00	(462,751.03)
NON-OPERATING EXPENSES			
Transfers Out to Other Funds	0.00	528,316.00	(528,316.00)
Total Non-Operating Expenses	0.00	528,316.00	(528,316.00)
Non-Operating Income (Loss)	37,748.97	(27,816.00)	65,564.97
Net Income (Loss)	37,748.97	(27,816.00)	65,564.97
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Non Budget Expenditures			
Overhead Cost Allocation	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00

Posting Date	Document No.	Vendor Name	External Document No.	Line Funds	Fund Name	Debit Amount (LCY)
6/29/2023	11908	Construction Building Roads, LLC	294	100	General Operating Fund	1,527.40
6/29/2023	11908	Construction Building Roads, LLC	295	100	General Operating Fund	2,087.62
6/23/2023	11890	Finer Image Photography	0134	100	General Operating Fund	695.00
6/16/2023	11855	Butler Ford	59096	100	General Operating Fund	25,121.00
6/5/2023	11815	Nick or Penny Koliass	REFUND	100	General Operating Fund	948.51
6/5/2023	11814	Traveler Fisheries Inc	REFUND	100	General Operating Fund	116.80
6/5/2023	11813	Ashley Knight	REFUND	100	General Operating Fund	9.00
6/5/2023	11797	C.A.P.C	202305017	100	General Operating Fund	2,025.00
6/29/2023	11917	Runions Construction LLC	04102007	100	General Operating Fund	1,800.00
6/5/2023	11796	RESCO Plastics, Inc.	79850	100	General Operating Fund	2,811.48
6/29/2023	11911	Glasdon, Inc	SI1012495	100	General Operating Fund	48.10
6/21/2023	EFT0281	NOW CFO	Z0064654	100	General Operating Fund	417.15
6/5/2023	11795	Lincoln County Tax Collector	R900068	100	General Operating Fund	1,676.95
6/16/2023	11865	Orrco	456695	100	General Operating Fund	1,230.00
6/9/2023	11821	Deere & Company- DO NOT MAIL PYMT HERE	117480129	100	General Operating Fund	9,411.61
6/9/2023	11820	Civil West Engineering Services, Inc	2204.254.08	100	General Operating Fund	514.00
6/5/2023	11794	Grating Pacific, LLC	0244428-IN	100	General Operating Fund	28,309.00
6/23/2023	11899	Port's Contracting, LLC	743	100	General Operating Fund	750.00
6/29/2023	11918	Security Monster	211060	100	General Operating Fund	150.00
6/23/2023	11901	Security Monster	210960	100	General Operating Fund	765.00
6/29/2023	11913	KPFF	475345	100	General Operating Fund	5,435.00
6/9/2023	11826	KPFF	471116	100	General Operating Fund	2,555.00
6/16/2023	11856	Deere & Company	117480129	100	General Operating Fund	9,411.61
6/23/2023	11898	petty cash	SB-QUARTERS	100	General Operating Fund	160.00
6/23/2023	11897	Paula Miranda	MERP REIMBURSEMENT	100	General Operating Fund	1,000.00
6/9/2023	11841	Gloria Tucker	OPEN HOUSE - REIMBURSEMENT	100	General Operating Fund	65.05
6/5/2023	11793	Gregg's Stripe-A-Lot, LLC	2248	100	General Operating Fund	275.00
6/29/2023	11916	Kody Robinson	REIMBURSEMENT 202306	100	General Operating Fund	600.00
6/9/2023	EFT0264	Windcave	2236208	100	General Operating Fund	175.00
6/23/2023	11892	MASA	1566530	100	General Operating Fund	126.00
6/9/2023	11830	Newport Fab Shop	1214	100	General Operating Fund	2,185.47
6/5/2023	11792	Wiggins Hauling Works	2906	100	General Operating Fund	1,300.00
6/21/2023	EFT0280	Washington State Support Registry	PPE 20230615	100	General Operating Fund	136.00
6/8/2023	EFT0259	Washington State Support Registry	PPE 20230605	100	General Operating Fund	136.00
6/21/2023	EFT0279	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 06/15/2023 - ROTH	100	General Operating Fund	525.00
6/21/2023	EFT0278	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 6/15/2023	100	General Operating Fund	630.00
6/21/2023	EFT0277	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 05/31/2023 ROTH	100	General Operating Fund	525.00
6/21/2023	EFT0276	VOYA-OREGON SAVINGS GROWTH PLAN	PPE 05/31/2023	100	General Operating Fund	630.00
6/29/2023	11922	Verizon Wireless	9937099730	100	General Operating Fund	509.31
6/16/2023	11854	TWGW Inc NAPA Auto Parts	035518	100	General Operating Fund	82.07
6/16/2023	11854	TWGW Inc NAPA Auto Parts	0311557	100	General Operating Fund	19.38
6/9/2023	11835	TWGW Inc NAPA Auto Parts	034085	100	General Operating Fund	73.96
6/9/2023	11835	TWGW Inc NAPA Auto Parts	033093	100	General Operating Fund	229.88
6/5/2023	11791	TWGW Inc NAPA Auto Parts	032402	100	General Operating Fund	98.03

6/5/2023	11791	TWGW Inc NAPA Auto Parts	030201	100	General Operating Fund	439.80
6/29/2023	11921	Troyer's Marine Supply	256844	100	General Operating Fund	470.64
6/21/2023	EFT0275	Thompson's Sanitary Service Inc	12514 2023 05	100	General Operating Fund	6,805.22
6/12/2023	EFT0274	Thompson's Sanitary Service Inc	22644 202305	100	General Operating Fund	746.09
6/12/2023	EFT0273	Thompson's Sanitary Service Inc	12058 202305	100	General Operating Fund	2,127.08
6/12/2023	EFT0272	Thompson's Sanitary Service Inc	13499 2023 05	100	General Operating Fund	4,654.67
6/5/2023	11790	TCB Security Services Inc.	243439	100	General Operating Fund	12,309.00
6/29/2023	11920	T & L Chemical Toilet Service LLC	162226	100	General Operating Fund	165.00
6/29/2023	11920	T & L Chemical Toilet Service LLC	162225	100	General Operating Fund	85.00
6/29/2023	11920	T & L Chemical Toilet Service LLC	162224	100	General Operating Fund	165.00
6/29/2023	11920	T & L Chemical Toilet Service LLC	162223	100	General Operating Fund	165.00
6/29/2023	11920	T & L Chemical Toilet Service LLC	162222	100	General Operating Fund	660.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161666	100	General Operating Fund	85.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161667	100	General Operating Fund	85.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161665	100	General Operating Fund	85.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161664	100	General Operating Fund	85.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161663	100	General Operating Fund	400.00
6/5/2023	11811	T & L Chemical Toilet Service LLC	161662	100	General Operating Fund	340.00
6/16/2023	11864	Summit Public Relations Strat LLC	775	100	General Operating Fund	1,800.00
6/9/2023	11838	Suburban Propane	169765	100	General Operating Fund	41.37
6/9/2023	11838	Suburban Propane	169723	100	General Operating Fund	252.57
6/9/2023	11839	Streamline	AC7C0FE6-0031	100	General Operating Fund	450.00
6/9/2023	11831	Staples Advantage	3539336923	100	General Operating Fund	33.66
6/9/2023	11831	Staples Advantage	3539336927	100	General Operating Fund	61.58
6/9/2023	11831	Staples Advantage	3539336931	100	General Operating Fund	25.70
6/9/2023	11840	Spiro Landscapes Inc	00028096	100	General Operating Fund	990.00
6/9/2023	11840	Spiro Landscapes Inc	00028095	100	General Operating Fund	495.00
6/9/2023	11834	Spiro Landscapes Inc	00028110	100	General Operating Fund	1,975.00
6/9/2023	11833	Special Districts Insurance Services	03-0016278 2023 06	100	General Operating Fund	23,342.05
6/29/2023	11919	Sierra Springs	21798087 062423	100	General Operating Fund	39.76
6/29/2023	11919	Sierra Springs	22502915 062423	100	General Operating Fund	52.64
6/5/2023	11789	Sierra Springs	22502915 052723	100	General Operating Fund	50.64
6/5/2023	11789	Sierra Springs	21798087 052723	100	General Operating Fund	59.64
6/16/2023	11866	Rondys Inc dba Yaquina Industrial Park	2023 06	100	General Operating Fund	2,000.00
6/23/2023	11900	Road & Driveway Co Inc	0029561-IN	100	General Operating Fund	439.44
6/5/2023	11788	Rau Plumbing Inc	39367	100	General Operating Fund	422.00
6/9/2023	11842	Quadient Finance USA Inc	30226512 2023 05	100	General Operating Fund	400.00
6/5/2023	11787	Pioneer Connect	159375 2023 06	100	General Operating Fund	179.90
6/5/2023	11787	Pioneer Connect	115083 2023 06	100	General Operating Fund	41.32
6/5/2023	11787	Pioneer Connect	113823 2023 06	100	General Operating Fund	224.96
6/16/2023	11853	Papé Material Handling, Inc	8973481	100	General Operating Fund	84.54
6/5/2023	11786	Pacific Source Administrators Inc	P02559 2023 06	100	General Operating Fund	160.00
6/5/2023	11785	Pacific Habitat Services Inc	1-7711-01	100	General Operating Fund	2,479.00
6/23/2023	11896	Pacific Coast Lock & Safe LLC	11338	100	General Operating Fund	2,600.00
6/9/2023	11843	Orkin	245184195	100	General Operating Fund	62.99

6/5/2023	11808	OR Cascades West Council of Gov'ts	DUES FY 2023-2024	100	General Operating Fund	4,690.10
6/29/2023	11915	NW Natural	1584561-3 2023 06	100	General Operating Fund	56.03
6/29/2023	11915	NW Natural	1584562-1 2023 06	100	General Operating Fund	248.76
6/5/2023	11807	Northwest Parking Equipment	2023 05 19	100	General Operating Fund	624.47
6/29/2023	11914	Newport Sign Shop	11925	100	General Operating Fund	135.00
6/29/2023	11914	Newport Sign Shop	11922	100	General Operating Fund	1,221.00
6/29/2023	11914	Newport Sign Shop	11917	100	General Operating Fund	408.00
6/29/2023	11914	Newport Sign Shop	11919	100	General Operating Fund	246.00
6/5/2023	11806	Newport Sign Shop	11897	100	General Operating Fund	180.00
6/9/2023	11832	Newport News Times	238098	100	General Operating Fund	2.00
6/9/2023	11832	Newport News Times	238102	100	General Operating Fund	71.85
6/9/2023	11832	Newport News Times	234429	100	General Operating Fund	105.00
6/9/2023	11832	Newport News Times	238092	100	General Operating Fund	750.00
6/16/2023	11852	Newport Rental Service	153888	100	General Operating Fund	427.63
6/23/2023	11895	Mobile Modular, Inc	2433476	100	General Operating Fund	495.00
6/9/2023	11829	Mobile Modular, Inc	2428763	100	General Operating Fund	18,584.50
6/9/2023	11828	MacPherson, Gintner & Diaz	82746	100	General Operating Fund	3,150.00
6/23/2023	11894	Lincoln Plumbing Inc	1765	100	General Operating Fund	1,825.55
6/9/2023	11827	Lincoln Plumbing Inc	1690.	100	General Operating Fund	1,766.80
6/9/2023	11827	Lincoln Plumbing Inc	1690	100	General Operating Fund	2,503.40
6/16/2023	11857	Lincoln County Public Works	6426	100	General Operating Fund	198.31
6/23/2023	11893	Lincoln County Clerk	SPECIAL ELECTION	100	General Operating Fund	4,685.00
6/16/2023	11851	Les Schwab Tire Center Inc	72500562516	100	General Operating Fund	37.99
6/9/2023	11825	Integrity Data	CB14089	100	General Operating Fund	820.00
6/9/2023	11837	Industrial Welding Supply, Inc.	00323202	100	General Operating Fund	9.88
6/9/2023	11837	Industrial Welding Supply, Inc.	00313440	100	General Operating Fund	658.81
6/5/2023	11805	Industrial Welding Supply, Inc.	00321081	100	General Operating Fund	379.22
6/23/2023	11891	Industrial Safety Products	00325954	100	General Operating Fund	21.75
6/9/2023	11845	IcniPro Security Alarms Inc	43843	100	General Operating Fund	223.89
6/29/2023	11912	Hyak	38060-FD-13694	100	General Operating Fund	1,550.00
6/9/2023	11824	Hyak	37656	100	General Operating Fund	6,852.99
6/9/2023	11823	Ground FX Landscape Management LLC	34549	100	General Operating Fund	345.00
6/5/2023	11804	Ground FX Landscape Management LLC	34351	100	General Operating Fund	1,137.50
6/29/2023	EFT0283	First Interstate Bank**EFT**-Debt Svc	2023 06	100	General Operating Fund	5,105.31
6/11/2023	EFT0258	First Interstate Bank**EFT**-Debt Svc	129700956 2023 05	100	General Operating Fund	5,105.31
6/12/2023	EFT0271	First Interstate Bank MC	0302 KR 202305	100	General Operating Fund	287.81
6/12/2023	EFT0270	First Interstate Bank MC	1335 PM 202305	100	General Operating Fund	2,335.41
6/12/2023	EFT0269	First Interstate Bank MC	8643 GT 202305	100	General Operating Fund	568.53
6/12/2023	EFT0268	First Interstate Bank MC	1350 MB 202305	100	General Operating Fund	1,036.59
6/12/2023	EFT0267	First Interstate Bank MC	3459 DM 202305	100	General Operating Fund	174.77
6/9/2023	EFT0266	First Interstate Bank MC	1343 AB 2023 05	100	General Operating Fund	1,343.39
6/16/2023	11850	Edge Analytical Inc	23-09855	100	General Operating Fund	204.00
6/23/2023	11889	DOWL	2621.80022.01-6	100	General Operating Fund	7,733.36
6/29/2023	11910	Doug's Electric Inc	C37800F	100	General Operating Fund	175.50
6/5/2023	11802	Doug's Electric Inc	C37716F	100	General Operating Fund	389.00

6/9/2023	EFT0263	Direct TV**EFT**	046543116X230530	100	General Operating Fund	447.20
6/9/2023	EFT0262	Direct TV**EFT**	050332923X230526	100	General Operating Fund	808.40
6/29/2023	11909	Copeland Lumber Yards Inc	2306-239427	100	General Operating Fund	132.23
6/29/2023	11909	Copeland Lumber Yards Inc	2306-240509	100	General Operating Fund	57.60
6/29/2023	11909	Copeland Lumber Yards Inc	2306-240324	100	General Operating Fund	83.50
6/9/2023	11836	Copeland Lumber Yards Inc	2306-224038	100	General Operating Fund	70.55
6/5/2023	11801	Copeland Lumber Yards Inc	2305-219892	100	General Operating Fund	34.11
6/5/2023	11801	Copeland Lumber Yards Inc	2305-216357	100	General Operating Fund	73.60
6/5/2023	11801	Copeland Lumber Yards Inc	2305-215583	100	General Operating Fund	16.98
6/9/2023	11844	Astound CoastCom By Wave	121313501-0010191	100	General Operating Fund	2,342.26
6/5/2023	11800	Coastal Refrigeration Heating & AC LLC	I5361	100	General Operating Fund	140.00
6/5/2023	11800	Coastal Refrigeration Heating & AC LLC	I5360	100	General Operating Fund	140.00
6/29/2023	11907	Coastal Paper & Supply Inc	622359	100	General Operating Fund	51.34
6/29/2023	11907	Coastal Paper & Supply Inc	442464	100	General Operating Fund	701.68
6/16/2023	11849	Coastal Marine & Hydraulic LLC	2572	100	General Operating Fund	170.00
6/15/2023	EFT0260	City of Newport Water**EFT**	2023 05	100	General Operating Fund	13,017.65
6/29/2023	11906	Century Link	541-574-1053 245B	100	General Operating Fund	40.84
6/29/2023	EF0275	Central Lincoln PUD**EFT**	2074 202305	100	General Operating Fund	339.30
6/8/2023	EFT0100	Central Lincoln PUD**EFT**	2069 2023 05	100	General Operating Fund	589.36
6/2/2023	EFT0029	Central Lincoln PUD**EFT**	30261206 2023 05	100	General Operating Fund	226.22
6/16/2023	11863	Carver Inc	12726	100	General Operating Fund	112.15
6/16/2023	11863	Carver Inc	12706	100	General Operating Fund	127.23
6/16/2023	11863	Carver Inc	12618A	100	General Operating Fund	172.83
6/16/2023	11863	Carver Inc	12596A	100	General Operating Fund	81.61
6/30/2023	EFT0282	Carson Oil Co Inc**EFT**	IN-0869098	100	General Operating Fund	948.09
6/9/2023	EFT0261	Carson Oil Co Inc**EFT**	CP-00457866	100	General Operating Fund	428.92
6/23/2023	11888	Bill's Pest Control LLC	38828	500	NOAA Lease Revenue Fund	135.00
6/16/2023	11848	Bill's Pest Control LLC	37435	500	NOAA Lease Revenue Fund	135.00
6/29/2023	11905	Bergerson Construction Inc	223.607	100	General Operating Fund	257,600.00
6/5/2023	11812	Bergerson Construction Inc	REFUND/MOORAGE	100	General Operating Fund	414.44
6/29/2023	11904	Barrelhead Supply Inc	336215	100	General Operating Fund	242.94
6/23/2023	11887	Barrelhead Supply Inc	335572	100	General Operating Fund	160.73
6/9/2023	11819	Barrelhead Supply Inc	335167	100	General Operating Fund	28.38
6/9/2023	11819	Barrelhead Supply Inc	335185	100	General Operating Fund	281.61
6/9/2023	11819	Barrelhead Supply Inc	335013	100	General Operating Fund	70.16
6/9/2023	11819	Barrelhead Supply Inc	334715	100	General Operating Fund	69.98
6/5/2023	11799	Barrelhead Supply Inc	334953	100	General Operating Fund	49.39
6/5/2023	11798	Associated Cleaning Services Inc	56325	100	General Operating Fund	1,152.00
6/29/2023	11903	Amazon Capital Services Inc	1CCK-1MTR-WQJG	100	General Operating Fund	528.08
6/29/2023	11903	Amazon Capital Services Inc	1MFRT1RX-3FYL	100	General Operating Fund	36.94
6/29/2023	11903	Amazon Capital Services Inc	1N9X-WXKY-1D6T	100	General Operating Fund	442.96
6/29/2023	11903	Amazon Capital Services Inc	1JH9-J4HJ-DX9D	100	General Operating Fund	63.68
6/29/2023	11903	Amazon Capital Services Inc	1N6H-GWPT-T37X	100	General Operating Fund	306.05
6/29/2023	11903	Amazon Capital Services Inc	119G-17J4-4T31	100	General Operating Fund	246.75
6/29/2023	11903	Amazon Capital Services Inc	1QVK-CQKM-693Q	100	General Operating Fund	44.90

6/23/2023	11886	Amazon Capital Services Inc	1JPN-6JTX-119W	100	General Operating Fund	334.85
6/23/2023	11886	Amazon Capital Services Inc	1YCC-DX6J-447K	100	General Operating Fund	159.87
6/23/2023	11886	Amazon Capital Services Inc	1T4R-F31L-CR4N	100	General Operating Fund	101.40
6/23/2023	11886	Amazon Capital Services Inc	1K71-CRPT-KQDH	100	General Operating Fund	361.25
6/23/2023	11886	Amazon Capital Services Inc	1Y6X-LQ1M-JMW7	100	General Operating Fund	32.80
6/23/2023	11886	Amazon Capital Services Inc	1KH4-FJV9-4RPC	100	General Operating Fund	14.72
6/16/2023	11847	Amazon Capital Services Inc	134X-T9LK-MJLN	100	General Operating Fund	80.17
6/16/2023	11847	Amazon Capital Services Inc	1PRD-QRQN-3TKD	100	General Operating Fund	163.95
6/16/2023	11847	Amazon Capital Services Inc	16WV-MGLH-9TG7	100	General Operating Fund	181.89
6/16/2023	11847	Amazon Capital Services Inc	1WJC-PWR7-7GYF	100	General Operating Fund	186.00
6/16/2023	11847	Amazon Capital Services Inc	1KV4-6D1M-N9GF	100	General Operating Fund	439.19
6/9/2023	11818	Amazon Capital Services Inc	1HR4-P3TL-1CVH	100	General Operating Fund	3.74
6/9/2023	11818	Amazon Capital Services Inc	1K6F-3QQK-9T9L	100	General Operating Fund	20.20
6/9/2023	11818	Amazon Capital Services Inc	1HGQ-K3KP-6LFW	100	General Operating Fund	75.98
6/9/2023	11818	Amazon Capital Services Inc	16YJ-YJGX-F34K	100	General Operating Fund	68.70
6/5/2023	11810	Amazon Capital Services Inc	1PCL-1TM3-97VY	100	General Operating Fund	407.92
6/5/2023	11810	Amazon Capital Services Inc	1YWV-JR4V-CGJY	100	General Operating Fund	25.72
6/5/2023	11810	Amazon Capital Services Inc	1WNF-YWYG-LJ3P	100	General Operating Fund	22.57
6/5/2023	11810	Amazon Capital Services Inc	11T6-CCJ4-J1KL	100	General Operating Fund	34.99
6/5/2023	11810	Amazon Capital Services Inc	1WNF-YWYG-GT9G	100	General Operating Fund	328.95
6/5/2023	11810	Amazon Capital Services Inc	163Q-3NT3-4476	100	General Operating Fund	49.35
6/5/2023	11810	Amazon Capital Services Inc	19VC-QTY7-CR6Y	100	General Operating Fund	930.87
6/5/2023	11809	Amazon Capital Services Inc	1L6X-WHPV-H6CH	100	General Operating Fund	133.83
6/5/2023	11809	Amazon Capital Services Inc	1MKT-VCYT-61WV	100	General Operating Fund	985.72
6/9/2023	11846	AlSCO Inc	LPOR3017196	100	General Operating Fund	32.95
6/9/2023	11846	AlSCO Inc	LPOR3010412	100	General Operating Fund	32.95
6/16/2023	11862	Bay Area Enterprises Inc	9345	100	General Operating Fund	14,874.96
6/16/2023	11862	Bay Area Enterprises Inc	9533	100	General Operating Fund	15,159.80
6/29/2023	11902	Aboveboard Electric Inc	E-5872	100	General Operating Fund	549.49
6/9/2023	11822	Englund Marine Supply Co Inc	335686/6	100	General Operating Fund	252.19
6/9/2023	11822	Englund Marine Supply Co Inc	9401/6	100	General Operating Fund	67.74
6/9/2023	11822	Englund Marine Supply Co Inc	9274/6	100	General Operating Fund	54.28
6/5/2023	11803	Englund Marine Supply Co Inc	8974/6	100	General Operating Fund	33.22



Amy A Southwell
 Lincoln County Clerk
 www.co.lincoln.or.us/clerk
 225 W Olive Street, Ste #201
 Newport, OR 97365

County of Lincoln

VOTE!
 Port of Newport

541-265-4131

JUN 12 2023

Received

DATE: June 9, 2023

TO: Special Districts in the May 16, 2023 Special Election

FROM: Amy A Southwell, Lincoln County Clerk

RE: Official Abstracts of Votes

Enclosed are the official Abstracts of Votes for the May 16, 2023 Special Election.

Also enclosed is a copy of the Final Official Election Results.

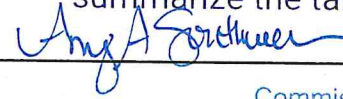
Thanks for all your help!

Official Abstract of Votes - May 16, 2023 Special Election

County of Lincoln - State of Oregon

Dated this 9th day of June, 2023

I certify that the votes recorded on this abstract correctly summarize the tally of votes at the election indicated



Amy A Southwell, Lincoln County Clerk



Commissioner, Position 4 Port of Alsea

Commissioner, Position 1 Port of Newport

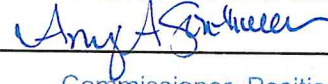
	VOTE FOR 1								VOTE FOR 1					
	Jan Power	Chrissie J (Murry) Myers	Mike Gatens	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Walter Chuck	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes
01 WALDPORT	317	41	223	1	1	582	1	20						
02 ALSEA	114	32	78	0	0	224	0	14						
03 SEAVIEW	161	32	109	0	0	302	1	19						
04 TIDEWATER	74	27	93	0	0	194	1	18						
05 YACHATS	228	20	165	1	1	414	2	55						
06 BAYVIEW	291	42	188	1	1	522	0	80						
07 SEAL ROCK									271	3	3	274	0	192
08 SOUTH BEACH									246	2	2	248	0	85
09 NYE CREEK									216	6	6	222	0	66
10 NEWPORT BAY									135	1	1	136	0	43
11 OCEANVIEW									206	2	2	208	0	50
12 YAQUINA									259	4	4	263	0	100
13 PACIFIC									262	5	5	267	0	117
14 AGATE BEACH									298	1	1	299	0	62
15 OTTER ROCK									81	0	0	81	0	51
27 FRUITVALE									0	0	0	0	0	2
Totals	1,185	194	856	3	3	2,238	5	206	1,974	24	24	1,998	0	768

Official Abstract of Votes - May 16, 2023 Special Election

County of Lincoln - State of Oregon

Dated this 9th day of June, 2023

I certify that the votes recorded on this abstract correctly summarize the tally of votes at the election indicated



Amy A Southwell, Lincoln County Clerk



Commissioner, Position 3 Port of Newport

Commissioner, Position 5 Port of Newport

	VOTE FOR 1						VOTE FOR 1						
	Gil Sylvia	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Patrick Ruddiman	Jim Burke	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes
07 SEAL ROCK	300	3	3	303	0	163	205	150	2	2	357	1	108
08 SOUTH BEACH	250	1	1	251	0	82	159	129	0	0	288	0	45
09 NYE CREEK	232	3	3	235	0	53	154	102	3	3	259	0	29
10 NEWPORT BAY	141	1	1	142	0	37	93	68	1	1	162	0	17
11 OCEANVIEW	222	2	2	224	0	34	132	102	0	0	234	0	24
12 YAQUINA	277	2	2	279	0	84	171	150	2	2	323	0	40
13 PACIFIC	274	6	6	280	0	104	196	153	2	2	351	0	33
14 AGATE BEACH	301	0	0	301	0	60	191	135	1	1	327	1	33
15 OTTER ROCK	89	0	0	89	0	43	50	49	0	0	99	0	33
27 FRUITVALE	0	0	0	0	0	2	0	0	0	0	0	0	2
Totals	2,086	18	18	2,104	0	662	1,351	1,038	11	11	2,400	2	364

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

STATISTICS

TOTAL

Election Day Precincts Reporting	32 of 32
Precincts Complete	32 of 32
Precincts Partially Reported	0 of 32
Absentee/ Early Precincts Reporting	0 of 0
Registered Voters - Total	39,231
Ballots Cast - Total	9,537
Ballots Cast - Blank	42
Voter Turnout - Total	24.31%

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Linn-Benton-Lincoln ESD, Director, Zone 7 L.B.L.E.S.D. DIRECTOR ZONE 7
 Vote For 1

	TOTAL	VOTE %
David Jon Dunsdon	5,118	98.75%
Write-In Totals	65	1.25%
Not Assigned	65	1.25%
Total Votes Cast	5,183	100.00%
Overvotes	0	
Undervotes	2,841	

Board of Education, Zone 3 Oregon Coast Community College District - Zone 3
 Vote For 1

	TOTAL	VOTE %
Paul Schuytema	863	99.20%
Write-In Totals	7	0.80%
Not Assigned	7	0.80%
Total Votes Cast	870	100.00%
Overvotes	0	
Undervotes	269	

Board of Education, Zone 4 Oregon Coast Community College District - Zone 4
 Vote For 1

	TOTAL	VOTE %
Nancy Osterlund	571	69.04%
Jake Moose	254	30.71%
Write-In Totals	2	0.24%
Not Assigned	2	0.24%
Total Votes Cast	827	100.00%
Overvotes	1	
Undervotes	27	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Board of Education, Zone 6 Oregon Coast Community College District - Zone 6

Vote For 1

	TOTAL	VOTE %
Marion E Mann	646	57.37%
Alison W Baker	470	41.74%
Write-In Totals	10	0.89%
Not Assigned	10	0.89%
Total Votes Cast	1,126	100.00%
Overvotes	1	
Undervotes	139	

Board of Education, Zone 7 Oregon Coast Community College District - Zone 7

Vote For 1

	TOTAL	VOTE %
Deborah Kilduff	1,540	99.55%
Write-In Totals	7	0.45%
Not Assigned	7	0.45%
Total Votes Cast	1,547	100.00%
Overvotes	0	
Undervotes	902	

Board of Directors, Zone 1 Lincoln County School District

Vote For 1

	TOTAL	VOTE %
Mitch Parsons	2,704	32.22%
Megan Cawley	5,081	60.55%
Michael A Nelson	574	6.84%
Write-In Totals	32	0.38%
Not Assigned	32	0.38%
Total Votes Cast	8,391	100.00%
Overvotes	20	
Undervotes	1,126	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Board of Directors, Zone 2 Lincoln County School District
Vote For 1

	TOTAL	VOTE %
Liz Martin	6,776	98.85%
Write-In Totals	79	1.15%
Not Assigned	79	1.15%
Total Votes Cast	6,855	100.00%
Overvotes	0	
Undervotes	2,682	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Board Member, Zone 1 Lincoln County Library District - Zone 1
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	67	100.00%
Write-In: Timothy Merrell	3	4.48%
Write-In: Tucker Carlson	2	2.99%
Write-In: Louis Escobar	2	2.99%
Write-In: Deb Hobby	2	2.99%
Write-In: Charlsy Affuso	2	2.99%
Write-In: Steven Kennedy	2	2.99%
Write-In: Stanley Crook	1	1.49%
Write-In: Julie K Starr	1	1.49%
Write-In: Heather Hrycgyk	1	1.49%
Write-In: Matthew	1	1.49%
Write-In: Megan Cawley	1	1.49%
Write-In: Jim Davis	1	1.49%
Write-In: Trump	1	1.49%
Write-In: Rene Bares	1	1.49%
Write-In: Mike Shippee	1	1.49%
Write-In: Karen Dummer	1	1.49%
Write-In: Kitty Bushman	1	1.49%
Write-In: Jan Helms	1	1.49%
Write-In: Nancy Oksenholt	1	1.49%
Write-In: Willie Nelson	1	1.49%
Write-In: Gary Bancy	1	1.49%
Write-In: Mr Nelson	1	1.49%
Write-In: Bill Sexton	1	1.49%
Write-In: Delane Englestad	1	1.49%
Write-In: Pussy Galore	1	1.49%
Write-In: Willa Suiter	1	1.49%
Write-In: Maria Selene Rilatos Brandt	1	1.49%

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Board Member, Zone 1 Lincoln County Library District - Zone 1
 Vote For 1

	TOTAL	VOTE %
Write-In: Mitch Parsons	1	1.49%
Write-In: Gene Gallagher	1	1.49%
Write-In: Larry Brown	1	1.49%
Write-In: Mark Irmischer	1	1.49%
Write-In: Dylan Mulvaney	1	1.49%
Write-In: Carolyn Wilson	1	1.49%
Write-In: Felix N Good	1	1.49%
Write-In: Dennis Noyer	1	1.49%
Write-In: George Massad	1	1.49%
Write-In: Mary Borden	1	1.49%
Write-In: Greg Dunn	1	1.49%
Write-In: Jack Fontanini	1	1.49%
Write-In: Janet Webster	1	1.49%
Write-In: Kevin Pipkin	1	1.49%
Write-In: Tara Soto	1	1.49%
Write-In: Paul Golbutt	1	1.49%
Write-In: Rat Batman	1	1.49%
Write-In: Terri Parker	1	1.49%
Write-In: Mickey Mouse	1	1.49%
Write-In: Sailor Mars	1	1.49%
Write-In: Andrea Sevetson	1	1.49%
Write-In: Michael Nelson	1	1.49%
Write-In: Georgia Newton	1	1.49%
Write-In: Angela Doerr	1	1.49%
Write-In: Steve Rupnow	1	1.49%
Write-In: Don Bruzzi	1	1.49%
Write-In: David Pollock	1	1.49%
Write-In: John Smith	1	1.49%
Write-In: Shawn Nevin	1	1.49%
Write-In: Robert Babcock	1	1.49%

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Board Member, Zone 1 Lincoln County Library District - Zone 1

Vote For 1

	TOTAL	VOTE %
Write-In: Paul Goetz	1	1.49%
Write-In: Kate Saunders	1	1.49%
Write-In: Robin Rhyner Kirsch	1	1.49%
Not Assigned	0	0.00%
Total Votes Cast	67	100.00%
Overvotes	0	
Undervotes	874	

Board Member, Zone 3 Lincoln County Library District - Zone 3

Vote For 1

	TOTAL	VOTE %
Chris Boyle	834	99.40%
Write-In Totals	5	0.60%
Not Assigned	5	0.60%
Total Votes Cast	839	100.00%
Overvotes	0	
Undervotes	564	

Board Member, Zone 4 Lincoln County Library District - Zone 4

Vote For 1

	TOTAL	VOTE %
Virginia Tardaewether	517	99.04%
Write-In Totals	5	0.96%
Not Assigned	5	0.96%
Total Votes Cast	522	100.00%
Overvotes	0	
Undervotes	294	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Board Member, Zone 5 Lincoln County Library District - Zone 5
Vote For 1

	TOTAL	VOTE %
Susan C Garner	836	98.93%
Write-In Totals	9	1.07%
Not Assigned	9	1.07%
Total Votes Cast	845	100.00%
Overvotes	0	
Undervotes	450	

Director, Position 4 Greater Toledo Pool Recreation District
Vote For 1

	TOTAL	VOTE %
Peter Vince	573	99.48%
Write-In Totals	3	0.52%
Not Assigned	3	0.52%
Total Votes Cast	576	100.00%
Overvotes	0	
Undervotes	139	

Director, Position 5 Greater Toledo Pool Recreation District
Vote For 1

	TOTAL	VOTE %
Kay Chambers	603	99.67%
Write-In Totals	2	0.33%
Not Assigned	2	0.33%
Total Votes Cast	605	100.00%
Overvotes	0	
Undervotes	110	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 2 Port of Alsea
 Vote For 1

	TOTAL	VOTE %
Jim Sehl	879	38.93%
Rob L Bishop	1,376	60.94%
Write-In Totals	3	0.13%
Not Assigned	3	0.13%
Total Votes Cast	2,258	100.00%
Overvotes	2	
Undervotes	189	

Commissioner, Position 4 Port of Alsea
 Vote For 1

	TOTAL	VOTE %
Jan Power	1,185	52.95%
Chrissie J (Murry) Myers	194	8.67%
Mike Gatens	856	38.25%
Write-In Totals	3	0.13%
Not Assigned	3	0.13%
Total Votes Cast	2,238	100.00%
Overvotes	5	
Undervotes	206	

Commissioner, Position 1 Port of Newport
 Vote For 1

	TOTAL	VOTE %
Walter Chuck	1,974	98.80%
Write-In Totals	24	1.20%
Not Assigned	24	1.20%
Total Votes Cast	1,998	100.00%
Overvotes	0	
Undervotes	768	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 3 Port of Newport

Vote For 1

	TOTAL	VOTE %
Gil Sylvia	2,086	99.14%
Write-In Totals	18	0.86%
Not Assigned	18	0.86%
Total Votes Cast	2,104	100.00%
Overvotes	0	
Undervotes	662	

Commissioner, Position 5 Port of Newport

Vote For 1

	TOTAL	VOTE %
Patrick Ruddiman	1,351	56.29%
Jim Burke	1,038	43.25%
Write-In Totals	11	0.46%
Not Assigned	11	0.46%
Total Votes Cast	2,400	100.00%
Overvotes	2	
Undervotes	364	

Commissioner, Position 2 Port of Toledo

Vote For 1

	TOTAL	VOTE %
Chuck Gerttula	926	99.46%
Write-In Totals	5	0.54%
Not Assigned	5	0.54%
Total Votes Cast	931	100.00%
Overvotes	0	
Undervotes	221	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 4 Port of Toledo
Vote For 1

	TOTAL	VOTE %
Mike Kriz	898	99.34%
Write-In Totals	6	0.66%
Not Assigned	6	0.66%
Total Votes Cast	904	100.00%
Overvotes	1	
Undervotes	247	

Commissioner, Position 5 Port of Toledo
Vote For 1

	TOTAL	VOTE %
Lorna Davis	892	99.44%
Write-In Totals	5	0.56%
Not Assigned	5	0.56%
Total Votes Cast	897	100.00%
Overvotes	0	
Undervotes	255	

Director, Position 1 North Lincoln Health District
Vote For 1

	TOTAL	VOTE %
Nancy Oksenholt	1,913	97.25%
Write-In Totals	54	2.75%
Not Assigned	54	2.75%
Total Votes Cast	1,967	100.00%
Overvotes	0	
Undervotes	695	

Summary of Election Results
 Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
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Director, Position 4 North Lincoln Health District

Vote For 1

	TOTAL	VOTE %
Mitch Parsons	962	44.68%
Michael A Nelson	443	20.58%
Kitty Bushman	725	33.67%
Write-In Totals	23	1.07%
Not Assigned	23	1.07%
Total Votes Cast	2,153	100.00%
Overvotes	3	
Undervotes	506	

Director, Position 5 North Lincoln Health District

Vote For 1

	TOTAL	VOTE %
Dick Anderson	1,804	95.80%
Write-In Totals	79	4.20%
Not Assigned	79	4.20%
Total Votes Cast	1,883	100.00%
Overvotes	0	
Undervotes	779	

Director, Position 6 North Lincoln Health District

Vote For 1

	TOTAL	VOTE %
Terry Buggenhagen	1,870	98.37%
Write-In Totals	31	1.63%
Not Assigned	31	1.63%
Total Votes Cast	1,901	100.00%
Overvotes	0	
Undervotes	761	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Director, Position 1 Pacific Communities Health District
 Vote For 1

	TOTAL	VOTE %
Lauren K (Lola) Jones	3,920	99.29%
Write-In Totals	28	0.71%
Not Assigned	28	0.71%
Total Votes Cast	3,948	100.00%
Overvotes	0	
Undervotes	1,796	

Director, Position 2 Pacific Communities Health District
 Vote For 1

	TOTAL	VOTE %
Ralph A Breitenstein	3,617	98.99%
Write-In Totals	37	1.01%
Not Assigned	37	1.01%
Total Votes Cast	3,654	100.00%
Overvotes	1	
Undervotes	2,089	

Director, Position 4 Alsea Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Mike Follett	15	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	15	100.00%
Overvotes	0	
Undervotes	5	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 5 Alsea Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Jake Sapp	15	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	15	100.00%
Overvotes	0	
Undervotes	5	

Director, Position 1 Central Oregon Coast Fire & Rescue District
 Vote For 1

	TOTAL	VOTE %
Greg Dunn	694	97.75%
Write-In Totals	16	2.25%
Not Assigned	16	2.25%
Total Votes Cast	710	100.00%
Overvotes	0	
Undervotes	314	

Director, Position 2 Central Oregon Coast Fire & Rescue District
 Vote For 1

	TOTAL	VOTE %
Zach Akin	642	98.62%
Write-In Totals	9	1.38%
Not Assigned	9	1.38%
Total Votes Cast	651	100.00%
Overvotes	0	
Undervotes	373	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Director, Position 3 Central Oregon Coast Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
Jon MacCulloch	618	97.94%
Write-In Totals	13	2.06%
Not Assigned	13	2.06%
Total Votes Cast	631	100.00%
Overvotes	1	
Undervotes	392	

Director, Position 4 Central Oregon Coast Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
Rick Booth	666	98.23%
Write-In Totals	12	1.77%
Not Assigned	12	1.77%
Total Votes Cast	678	100.00%
Overvotes	1	
Undervotes	345	

Director, Position 5 Central Oregon Coast Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
Reda Eckerman	626	97.81%
Write-In Totals	14	2.19%
Not Assigned	14	2.19%
Total Votes Cast	640	100.00%
Overvotes	1	
Undervotes	383	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Director, Position 4 Depoe Bay Rural Fire Protection District
Vote For 1

	TOTAL	VOTE %
Richard Krolak	808	99.26%
Write-In Totals	6	0.74%
Not Assigned	6	0.74%
Total Votes Cast	814	100.00%
Overvotes	0	
Undervotes	282	

Director, Position 5 Depoe Bay Rural Fire Protection District
Vote For 1

	TOTAL	VOTE %
Kathleen Lebeuf	792	98.88%
Write-In Totals	9	1.12%
Not Assigned	9	1.12%
Total Votes Cast	801	100.00%
Overvotes	0	
Undervotes	295	

Director, Position 3 East Lincoln County Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
Jeff Doyle	227	99.13%
Write-In Totals	2	0.87%
Not Assigned	2	0.87%
Total Votes Cast	229	100.00%
Overvotes	0	
Undervotes	92	

Summary of Election Results
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May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Director, Position 4 East Lincoln County Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
David Loomis	241	99.18%
Write-In Totals	2	0.82%
Not Assigned	2	0.82%
Total Votes Cast	243	100.00%
Overvotes	0	
Undervotes	78	

Director, Position 5 East Lincoln County Fire & Rescue District
Vote For 1

	TOTAL	VOTE %
David Boyce	239	99.58%
Write-In Totals	1	0.42%
Not Assigned	1	0.42%
Total Votes Cast	240	100.00%
Overvotes	0	
Undervotes	81	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Director, Position 1 Newport Rural Fire Protection District
Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	22	100.00%
Write-In: Jerry Howe	4	18.18%
Write-In: Christopher Paul Miller	2	9.09%
Write-In: Jack Moose	2	9.09%
Write-In: Darren Bricco	2	9.09%
Write-In: John Lingo	2	9.09%
Write-In: Amy Young	1	4.55%
Write-In: Jesus Christ	1	4.55%
Write-In: Mark Flores	1	4.55%
Write-In: Anne Mefford	1	4.55%
Write-In: Dean Sawyer	1	4.55%
Write-In: Shaun McCarron	1	4.55%
Write-In: Greg Dunn	1	4.55%
Write-In: Yale Fogarty	1	4.55%
Write-In: Leo Newberg	1	4.55%
Write-In: Tim Gross	1	4.55%
Not Assigned	0	0.00%
Total Votes Cast	22	100.00%
Overvotes	0	
Undervotes	441	

Summary of Election Results
 Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 2 Newport Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	16	100.00%
Write-In: Yale Fogarty	3	18.75%
Write-In: Christopher Paul Miller	2	12.50%
Write-In: John Lingo	2	12.50%
Write-In: Shaun McCarron	1	6.25%
Write-In: Tina French	1	6.25%
Write-In: Jesus Christ	1	6.25%
Write-In: John MacKown	1	6.25%
Write-In: Andy Parker	1	6.25%
Write-In: Anne Mefford	1	6.25%
Write-In: Amy Young	1	6.25%
Write-In: Dean Sawyer	1	6.25%
Write-In: Joan Schroeder	1	6.25%
Not Assigned	0	0.00%
Total Votes Cast	16	100.00%
Overvotes	0	
Undervotes	447	

Director, Position 3 Newport Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Yale Fogarty	294	99.66%
Write-In Totals	1	0.34%
Not Assigned	1	0.34%
Total Votes Cast	295	100.00%
Overvotes	1	
Undervotes	167	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 1 North Lincoln Fire & Rescue District #1

Vote For 1

	TOTAL	VOTE %
Nancy Oksenholt	1,526	96.40%
Write-In Totals	57	3.60%
Not Assigned	57	3.60%
Total Votes Cast	1,583	100.00%
Overvotes	1	
Undervotes	565	

Director, Position 2 North Lincoln Fire & Rescue District #1

Vote For 1

	TOTAL	VOTE %
Tim Beatty	1,459	98.38%
Write-In Totals	24	1.62%
Not Assigned	24	1.62%
Total Votes Cast	1,483	100.00%
Overvotes	0	
Undervotes	666	

Director, Position 3 North Lincoln Fire & Rescue District #1

Vote For 1

	TOTAL	VOTE %
Eric Creighton	1,446	98.30%
Write-In Totals	25	1.70%
Not Assigned	25	1.70%
Total Votes Cast	1,471	100.00%
Overvotes	0	
Undervotes	678	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 2 Seal Rock Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
David Pelligrinelli	538	98.18%
Write-In Totals	10	1.82%
Not Assigned	10	1.82%
Total Votes Cast	548	100.00%
Overvotes	0	
Undervotes	421	

Director, Position 3 Seal Rock Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Karl Kowalski	570	98.45%
Write-In Totals	9	1.55%
Not Assigned	9	1.55%
Total Votes Cast	579	100.00%
Overvotes	0	
Undervotes	390	

Director, Position 4 Seal Rock Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Michael Burt	542	98.19%
Write-In Totals	10	1.81%
Not Assigned	10	1.81%
Total Votes Cast	552	100.00%
Overvotes	0	
Undervotes	417	

Summary of Election Results
 Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 5 Seal Rock Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Skip Smith	541	98.36%
Write-In Totals	9	1.64%
Not Assigned	9	1.64%
Total Votes Cast	550	100.00%
Overvotes	0	
Undervotes	419	

Director, Position 1 Siletz Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Richard L Olson	262	98.87%
Write-In Totals	3	1.13%
Not Assigned	3	1.13%
Total Votes Cast	265	100.00%
Overvotes	0	
Undervotes	77	

Director, Position 2 Siletz Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Leah D Switter	126	43.00%
Patricia R Skauge	163	55.63%
Write-In Totals	4	1.37%
Not Assigned	4	1.37%
Total Votes Cast	293	100.00%
Overvotes	0	
Undervotes	49	

Summary of Election Results
 Lincoln County, Oregon
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 Voting: 9,537 Turnout: 24.31%
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Director, Position 1 Yachats Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Drew Tracy	536	99.08%
Write-In Totals	5	0.92%
Not Assigned	5	0.92%
Total Votes Cast	541	100.00%
Overvotes	0	
Undervotes	246	

Director, Position 2 Yachats Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Katherine Guenther	553	98.40%
Write-In Totals	9	1.60%
Not Assigned	9	1.60%
Total Votes Cast	562	100.00%
Overvotes	0	
Undervotes	225	

Commissioner, Position 4 Beverly Beach Water District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	2	100.00%
Write-In: Brandi Charland	1	50.00%
Write-In: Tom Hansell	1	50.00%
Not Assigned	0	0.00%
Total Votes Cast	2	100.00%
Overvotes	0	
Undervotes	30	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 5 Beverly Beach Water District
Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	2	100.00%
Write-In: Orvel Alexander	1	50.00%
Write-In: Angela Huntley	1	50.00%
Not Assigned	0	0.00%
Total Votes Cast	2	100.00%
Overvotes	0	
Undervotes	30	

Commissioner, Position 1 Carmel Beach Water District
Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	5	100.00%
Write-In: Kim Vertner	4	80.00%
Write-In: Edward Long	1	20.00%
Not Assigned	0	0.00%
Total Votes Cast	5	100.00%
Overvotes	0	
Undervotes	2	

Summary of Election Results
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 2 Carmel Beach Water District

Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	4	100.00%
Write-In: Kari Vertner	4	100.00%
Not Assigned	0	0.00%
Total Votes Cast	4	100.00%
Overvotes	0	
Undervotes	3	

Commissioner, Position 3 Kernville-Gleneden Beach-Lincoln Beach Water District

Vote For 1

	TOTAL	VOTE %
Frank Covacevich	490	98.99%
Write-In Totals	5	1.01%
Not Assigned	5	1.01%
Total Votes Cast	495	100.00%
Overvotes	0	
Undervotes	143	

Commissioner, Position 4 Kernville-Gleneden Beach-Lincoln Beach Water District

Vote For 1

	TOTAL	VOTE %
Julie A Shafer	480	99.59%
Write-In Totals	2	0.41%
Not Assigned	2	0.41%
Total Votes Cast	482	100.00%
Overvotes	0	
Undervotes	156	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 5 Kernville-Gleneden Beach-Lincoln Beach Water District
Vote For 1

	TOTAL	VOTE %
John F Grotvik	461	99.35%
Write-In Totals	3	0.65%
Not Assigned	3	0.65%
Total Votes Cast	464	100.00%
Overvotes	0	
Undervotes	174	

Commissioner, Position 1 Lower Siletz Water District
Vote For 1

	TOTAL	VOTE %
Don Elmore	18	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	18	100.00%
Overvotes	0	
Undervotes	7	

Commissioner, Position 4 Lower Siletz Water District
Vote For 1

	TOTAL	VOTE %
Michael Pistorosi	19	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	19	100.00%
Overvotes	0	
Undervotes	6	

Summary of Election Results
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Commissioner, Position 5 Lower Siletz Water District
Vote For 1

	TOTAL	VOTE %
Jeff Pistorosi	19	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	19	100.00%
Overvotes	0	
Undervotes	6	

Commissioner, Position 2 Otter Rock Water District
Vote For 1

	TOTAL	VOTE %
Eileen A Goldhammer	43	97.73%
Write-In Totals	1	2.27%
Not Assigned	1	2.27%
Total Votes Cast	44	100.00%
Overvotes	0	
Undervotes	18	

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FINAL OFFICIAL RESULTS
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 06/06/2023 @ 5:00pm

Commissioner, Position 3 Otter Rock Water District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	24	100.00%
Write-In: Kellie Lombardi	18	75.00%
Write-In: Ricardo Alcocer	2	8.33%
Write-In: Craig DeMott	2	8.33%
Write-In: Jim Neville	1	4.17%
Write-In: Art Murray	1	4.17%
Not Assigned	0	0.00%
Total Votes Cast	24	100.00%
Overvotes	0	
Undervotes	38	

Commissioner, Position 5 Otter Rock Water District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	15	100.00%
Write-In: Kellie Lombardi	11	73.33%
Write-In: Mike Mullen	2	13.33%
Write-In: Art Murray	1	6.67%
Write-In: Jim Neville	1	6.67%
Not Assigned	0	0.00%
Total Votes Cast	15	100.00%
Overvotes	0	
Undervotes	47	

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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 1 Panther Creek Water District
Vote For 1

	TOTAL	VOTE %
Ralph Beavers	65	98.48%
Write-In Totals	1	1.52%
Not Assigned	1	1.52%
Total Votes Cast	66	100.00%
Overvotes	0	
Undervotes	5	

Commissioner, Position 4 Panther Creek Water District
Vote For 1

	TOTAL	VOTE %
Daniel V Harvey	57	98.28%
Write-In Totals	1	1.72%
Not Assigned	1	1.72%
Total Votes Cast	58	100.00%
Overvotes	0	
Undervotes	13	

Commissioner, Position 5 Panther Creek Water District
Vote For 1

	TOTAL	VOTE %
Richard T Seeberger	55	98.21%
Write-In Totals	1	1.79%
Not Assigned	1	1.79%
Total Votes Cast	56	100.00%
Overvotes	0	
Undervotes	15	

Summary of Election Results
Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 4 Seal Rock Water District
 Vote For 1

	TOTAL	VOTE %
Glen Morris	703	99.15%
Write-In Totals	6	0.85%
Not Assigned	6	0.85%
Total Votes Cast	709	100.00%
Overvotes	0	
Undervotes	477	

Commissioner, Position 5 Seal Rock Water District
 Vote For 1

	TOTAL	VOTE %
Rob Mills	690	99.14%
Write-In Totals	6	0.86%
Not Assigned	6	0.86%
Total Votes Cast	696	100.00%
Overvotes	0	
Undervotes	490	

Commissioner, Position 3 Southwest Lincoln County Water District
 Vote For 1

	TOTAL	VOTE %
Larry Anthony	277	99.64%
Write-In Totals	1	0.36%
Not Assigned	1	0.36%
Total Votes Cast	278	100.00%
Overvotes	0	
Undervotes	136	

Summary of Election Results
 Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 4 Southwest Lincoln County Water District
 Vote For 1

	TOTAL	VOTE %
Bill Gulacy	271	98.91%
Write-In Totals	3	1.09%
Not Assigned	3	1.09%
Total Votes Cast	274	100.00%
Overvotes	0	
Undervotes	140	

Commissioner, Position 5 Southwest Lincoln County Water District
 Vote For 1

	TOTAL	VOTE %
Roxie Cuellar	274	96.48%
Write-In Totals	10	3.52%
Not Assigned	10	3.52%
Total Votes Cast	284	100.00%
Overvotes	0	
Undervotes	130	

Director, Position 1 Devils Lake Water Improvement District
 Vote For 1

	TOTAL	VOTE %
Mitchell Moore	1,053	97.68%
Write-In Totals	25	2.32%
Not Assigned	25	2.32%
Total Votes Cast	1,078	100.00%
Overvotes	0	
Undervotes	532	

Summary of Election Results
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
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Director, Position 2 Devils Lake Water Improvement District
 Vote For 1

	TOTAL	VOTE %
Tina French	1,152	96.81%
Write-In Totals	38	3.19%
Not Assigned	38	3.19%
Total Votes Cast	1,190	100.00%
Overvotes	1	
Undervotes	419	

Director, Position 3 Devils Lake Water Improvement District
 Vote For 1

	TOTAL	VOTE %
Colin Teem	1,095	97.59%
Write-In Totals	27	2.41%
Not Assigned	27	2.41%
Total Votes Cast	1,122	100.00%
Overvotes	0	
Undervotes	488	

Director, Position 5 Devils Lake Water Improvement District
 Vote For 1

	TOTAL	VOTE %
Susan M Elworth	1,116	97.98%
Write-In Totals	23	2.02%
Not Assigned	23	2.02%
Total Votes Cast	1,139	100.00%
Overvotes	0	
Undervotes	471	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 2 Bear Creek Hideout No. 2 Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	
Write-In Totals	0	
Not Assigned	0	
Total Votes Cast	0	0.00%
Overvotes	0	
Undervotes	1	

Commissioner, Position 1 Belle Mer Sigl Tract Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	2	100.00%
Write-In: Rick McGraw	1	50.00%
Write-In: Kim Brook	1	50.00%
Not Assigned	0	0.00%
Total Votes Cast	2	100.00%
Overvotes	0	
Undervotes	12	

Commissioner, Position 2 Belle Mer Sigl Tract Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	1	100.00%
Write-In: Debra Avery	1	100.00%
Not Assigned	0	0.00%
Total Votes Cast	1	100.00%
Overvotes	0	
Undervotes	13	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner, Position 3 Belle Mer Sigl Tract Special Road District

Vote For 1

	TOTAL	VOTE %
Vince Ovist	8	88.89%
Write-In Totals	1	11.11%
Not Assigned	1	11.11%
Total Votes Cast	9	100.00%
Overvotes	0	
Undervotes	5	

Commissioner, Position 1 California Street Special Road District

Vote For 1

	TOTAL	VOTE %
Robyn Krohn	13	54.17%
Write-In Totals	11	45.83%
Not Assigned	11	45.83%
Total Votes Cast	24	100.00%
Overvotes	0	
Undervotes	2	

Commissioner, Position 3 California Street Special Road District

Vote For 1

	TOTAL	VOTE %
Mary McCusker	11	50.00%
Write-In Totals	11	50.00%
Not Assigned	11	50.00%
Total Votes Cast	22	100.00%
Overvotes	0	
Undervotes	4	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 1 Little Switzerland Special Road District
 Vote For 1

	TOTAL	VOTE %
Chris Diosdado	17	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	17	100.00%
Overvotes	0	
Undervotes	8	

Commissioner, Position 3 Little Switzerland Special Road District
 Vote For 1

	TOTAL	VOTE %
Eric Hopper	20	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	20	100.00%
Overvotes	0	
Undervotes	5	

Commissioner, Position 1 NE San Marine Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	8	100.00%
Write-In: Jeannine Anne Grader	5	62.50%
Write-In: Craig Putnam	2	25.00%
Write-In: Rondah Walker	1	12.50%
Not Assigned	0	0.00%
Total Votes Cast	8	100.00%
Overvotes	0	
Undervotes	5	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 3 NE San Marine Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	8	100.00%
Write-In: William Troy Hurd	7	87.50%
Write-In: Jeff Criner	1	12.50%
Not Assigned	0	0.00%
Total Votes Cast	8	100.00%
Overvotes	0	
Undervotes	5	

Commissioner, Position 2 New Bridge Special Road District
 Vote For 1

	TOTAL	VOTE %
Ross R Standiford	4	20.00%
Write-In Totals	16	80.00%
Not Assigned	16	80.00%
Total Votes Cast	20	100.00%
Overvotes	0	
Undervotes	0	

Commissioner, Position 1 Panther Creek Special Road District
 Vote For 1

	TOTAL	VOTE %
Daniel V Harvey	56	96.55%
Write-In Totals	2	3.45%
Not Assigned	2	3.45%
Total Votes Cast	58	100.00%
Overvotes	0	
Undervotes	15	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner, Position 3 Panther Creek Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	6	100.00%
Write-In: Ralph Beavers	4	66.67%
Write-In: Dell Bolden	1	16.67%
Write-In: Stanley Crook	1	16.67%
Not Assigned	0	0.00%
Total Votes Cast	6	100.00%
Overvotes	0	
Undervotes	67	

Commissioner, Position 1 SE Nelson Wayside Drive Special Road District
 Vote For 1

	TOTAL	VOTE %
Roger Grady	35	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	35	100.00%
Overvotes	0	
Undervotes	2	

Commissioner, Position 3 SE Nelson Wayside Drive Special Road District
 Vote For 1

	TOTAL	VOTE %
Ernest Keiski	35	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	35	100.00%
Overvotes	0	
Undervotes	2	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Commissioner - Position 2 Starr Creek Special Road District
Vote For 1

	TOTAL	VOTE %
Sharre Tommisc Smith	33	86.84%
Write-In Totals	5	13.16%
Not Assigned	5	13.16%
Total Votes Cast	38	100.00%
Overvotes	0	
Undervotes	10	

Commissioner, Position 2 Surfland Special Road District
Vote For 1

	TOTAL	VOTE %
Raymond L Kimbell	27	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	27	100.00%
Overvotes	0	
Undervotes	6	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner - Position 1 Westwood Village Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	26	100.00%
Write-In: Gina Parsons	21	80.77%
Write-In: Mike Rhule	2	7.69%
Write-In: Leon Hatch	2	7.69%
Write-In: James Krause	1	3.85%
Not Assigned	0	0.00%
Total Votes Cast	26	100.00%
Overvotes	0	
Undervotes	21	

Commissioner - Position 2 Westwood Village Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	22	100.00%
Write-In: Joel Rich	8	36.36%
Write-In: Denise Parsons	7	31.82%
Write-In: John Scott	2	9.09%
Write-In: Ron Lutz	2	9.09%
Write-In: Becky Groves	2	9.09%
Write-In: Larry Humphrey	1	4.55%
Not Assigned	0	0.00%
Total Votes Cast	22	100.00%
Overvotes	0	
Undervotes	25	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Commissioner - Position 3 Westwood Village Special Road District
 Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	17	100.00%
Write-In: Denise Parsons	8	47.06%
Write-In: Joel Rich	4	23.53%
Write-In: Yvette Sweeder	3	17.65%
Write-In: Larry Humphrey	2	11.76%
Not Assigned	0	0.00%
Total Votes Cast	17	100.00%
Overvotes	0	
Undervotes	30	

Directors, At Large Cape Foulweather Sanitary District
 Vote For 3

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	6	100.00%
Write-In: Jim Neville	1	16.67%
Write-In: Ricardo Alcocer	1	16.67%
Write-In: Mike Meyers	1	16.67%
Write-In: Paul Erskine	1	16.67%
Write-In: Jim	1	16.67%
Write-In: James	1	16.67%
Not Assigned	0	0.00%
Total Votes Cast	6	100.00%
Overvotes	0	
Undervotes	180	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

Directors, At Large Cape Foulweather Sanitary District
Vote For 1

	TOTAL	VOTE %
No Candidate Filed	0	0.00%
Write-In Totals	2	100.00%
Write-In: Jim Neville	1	50.00%
Write-In: Paul Erskine	1	50.00%
Not Assigned	0	0.00%
Total Votes Cast	2	100.00%
Overvotes	0	
Undervotes	60	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Directors, At Large Gleneden Beach Sanitary District
 Vote For 3

	TOTAL	VOTE %
Phil Jensen	325	54.26%
Jimmy L Newton	243	40.57%
Write-In Totals	31	5.18%
Write-In: John Heath	10	1.67%
Write-In: Kent Stevens	6	1.00%
Write-In: Frank Covacevich	4	0.67%
Write-In: Donald "Don" Jay	2	0.33%
Write-In: John Pochelli	2	0.33%
Write-In: Melvin Melvin	1	0.17%
Write-In: Tina French	1	0.17%
Write-In: Susan M Elworth	1	0.17%
Write-In: Jack Meoff	1	0.17%
Write-In: Robert Martin	1	0.17%
Write-In: Robert Babcock	1	0.17%
Write-In: David Cohen	1	0.17%
Not Assigned	0	0.00%
Total Votes Cast	599	100.00%
Overvotes	0	
Undervotes	883	

Directors, At Large Gleneden Beach Sanitary District
 Vote For 1

	TOTAL	VOTE %
John Alita	336	99.41%
Write-In Totals	2	0.59%
Not Assigned	2	0.59%
Total Votes Cast	338	100.00%
Overvotes	0	
Undervotes	156	

Summary of Election Results
 Lincoln County, Oregon
 May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 1 Salishan Sanitary District
 Vote For 1

	TOTAL	VOTE %
Teresa L Baron	67	94.37%
Write-In Totals	4	5.63%
Not Assigned	4	5.63%
Total Votes Cast	71	100.00%
Overvotes	0	
Undervotes	35	

Director, Position 2 Salishan Sanitary District
 Vote For 1

	TOTAL	VOTE %
Rolland Baxter	71	97.26%
Write-In Totals	2	2.74%
Not Assigned	2	2.74%
Total Votes Cast	73	100.00%
Overvotes	0	
Undervotes	33	

Director, Position 3 Salishan Sanitary District
 Vote For 1

	TOTAL	VOTE %
John Collier	75	97.40%
Write-In Totals	2	2.60%
Not Assigned	2	2.60%
Total Votes Cast	77	100.00%
Overvotes	0	
Undervotes	29	

Summary of Election Results
 Lincoln County, Oregon
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FINAL OFFICIAL RESULTS
 Voting: 9,537 Turnout: 24.31%
 06/06/2023 @ 5:00pm

Director, Position 4 Siletz Keys Sanitary District
 Vote For 1

	TOTAL	VOTE %
Jack Cleeland	15	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	15	100.00%
Overvotes	0	
Undervotes	0	

Director, Position 5 Siletz Keys Sanitary District
 Vote For 1

	TOTAL	VOTE %
Erin Fletcher	15	100.00%
Write-In Totals	0	0.00%
Not Assigned	0	0.00%
Total Votes Cast	15	100.00%
Overvotes	0	
Undervotes	0	

21-218 Seal Rock Fire Seal Rock Rural Fire Protection District
 Vote For 1

	TOTAL	VOTE %
Yes	730	77.25%
No	215	22.75%
Total Votes Cast	945	100.00%
Overvotes	0	
Undervotes	24	

Summary of Election Results
Lincoln County, Oregon
May 16, 2023 Special Election

FINAL OFFICIAL RESULTS
Voting: 9,537 Turnout: 24.31%
06/06/2023 @ 5:00pm

21-217 SE Nelson Wayside Drive Special Road District SE Nelson Wayside Drive Special
Vote For 1

	TOTAL	VOTE %
Yes	36	97.30%
No	1	2.70%
Total Votes Cast	37	100.00%
Overvotes	0	
Undervotes	0	



S T A F F R E P O R T

DATE: 25 July 2023
RE: Appointment of Budget Officer
TO: Paula Miranda, General Manager
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

BACKGROUND

ORS 294.331 requires a governing body of a municipal corporation to appoint or designate one individual to serve as a budget officer each fiscal year. Additionally, the Port Fiscal policy indicates the appointment of a Budget Officer will occur July of each fiscal year. The budget officer acts under the direction of the executive officer for the municipal corporation.

Discussion

The Director of Finance and Business Services is responsible for preparing the annual budget, disseminating budget to actual information to Departments Heads, and monitors the budget. ORS 294.331 specifies that the budget officer: “shall prepare or supervise the preparation of the budget document.” Therefore, the Director of Finance and Business Services should serve as the Budget Officer.

RECOMMENDATION and MOTION

If not included in the consent calendar: I move to appoint the Director of Finance and Business Services, Mark Brown, as the Budget Officer for Fiscal Year 2023-2024.



C O N S E N T C A L E N D A R

DATE: *June 27, 2023*
RE: *Second Amendment to Purchase and Sale Agreement – 343 SW Bay Blvd*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

The Port entered into a Purchase and Sale Agreement with Ocean’s Edge, LLC for the purchase of a property located at 343 SW Bay Blvd.

Buyers would like to take title through a newly formed LLC called New Dock, LLC., which is now being reflected through the Second Amendment to Purchase and Sale Agreement.

RECOMMENDATION

I recommend “A MOTION ALLOWING THE GENERAL MANAGER TO EXECUTE THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT, AS ATTACHED, AND ANY CLOSING DOCUMENTS NECESSARY TO COMPLETE THE SALES TRANSACTION.”

**SECOND AMENDMENT TO AGREEMENT
TO PURCHASE AND SALE REAL ESTATE**

This Second Amendment to Agreement to Purchase and Sale Real Estate (this “Agreement”) effective this ___ day of _____, 2023 (the “Effective Date”) is by and between, Port of Newport (“Seller”) and Ocean’s Edge, LLC, an Oregon Liability Company (“Purchaser”).

Seller and Purchaser entered into the Agreement on April 25th, 2023, as amended on June 27th, 2023. Purchaser and Seller would like to make a change to the Agreement as follows:

PURCHASER:

Ocean’s Edge, LLC shall be deleted, and the new Purchaser shall be New Dock, LLC, an Oregon Liability Company.

This Second Amendment, in conjunction with any subsequent agreements, sets forth the entire agreement between the Parties. All other terms and conditions of the original agreement remain in full force and effect as written.

AGREED AND ACCEPTED BY THE UNDERSIGNED AS OF THE EFFECTIVE

DATE:

SELLER:

PORT OF NEWPORT

Paula J. Miranda, General Manager

PURCHASER:

NEW DOCK, LLC

Name: Fran Mathews, Member

Name: Brendan Mathews, Member



Staff Report – New Fees

DATE: July 25, 2023
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Overview

In a recent commission meeting Commissioner Chuck suggested the Port add a new fees at the International Terminal for energy projects. Aaron Bretz researched pricing for energy related cargo. The Port would like to add the following rates to the 2023-24 Rates and Fees table. In addition the Port is recommending two additional fees:

Board Room Special Use Permit fee
Limited Fish Seller Permit fee

Details

Add to the International Terminal Wharf Charges:	
Wind and wave energy components (per metric ton)	\$14.00
Add to the International Terminal Service and Facility Charges:	
7. Break bulk power and energy components (per metric ton)	\$12.00
Add to Administrative fees:	
Board Room Special Use Permit Application Fee	\$158.12
Board Room Special Use Permit Usage Fee	\$50/hr or \$200 per day
Add to the Commercial Marina and South Beach Marina	
Limited Fish Seller Permit Fee	\$500.00

Recommendation

I recommend the following motion:

I move to approve the new fees for Energy Cargo, Board Room use and Fish Seller permits.

###



NEW BUSINESS

DATE: July 17, 2023
RE: RV Park Annex Conceptual Redesign Contract
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

In 2019, the Port solicited for firms to submit qualifications to complete a market analysis and conceptual redesign of the RV Park Annex in South Beach. Unfortunately, this project did not make the cut for budget allocation.

We updated the request and reissued it this spring. We received qualification packages from three design consultants. Staff evaluated the qualifications for the firms and have recommended Good Work Architects for the project. Included in the solicitation was design, consulting, and project management services through construction which would be included in a later phase(es) by contract amendment.

DETAIL

Prior to determining design features and new amenities to be included in the Annex, the firm is to conduct detailed market analysis to provide an accurate recommendation for the best direction for the Annex to take. They will also research the Newport Municipal Code to ensure that the project advances in accordance with city requirements. This will include beginning the work required for a Conditional Use Permit to fully utilize the northwest corner of the Annex, which is currently left open because of zoning. At the end of this phase of work, the Port will have a clear concept for the engineering, recommendations for the best design criteria, conceptual plans, cost estimates and construction timelines through completion, as well as artist's renderings of the overall plan. This phase of planning will be completed on a 90 day timeline.

Good Work Architects demonstrated that they were the best qualified team to complete this project. They assembled a team that included RV Park consultants who have immediate access to industry data and best practices. They also bring civil engineering experience and a landscape architect to the team in a manner that is uniquely qualified for this particular project.

BUDGET IMPLICATIONS

The Port has budgeted \$375K for RV Annex planning this fiscal year, and the cost forecasted by Good Works in their proposal is \$72,600 for the conceptual design phase. There is room in the budget for additional engineering work this fiscal year (including contingency cost), and we can continue to progress with our RV Park Annex re-construction project.

RECOMMENDED MOTION:

“I MOVE TO APPROVE THE GENERAL MANAGER OR DESIGNEE TO CONTRACT WITH GOOD WORK ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$80K TO COMPLETE THE CONCEPTUAL REDESIGN OF THE RV ANNEX.”

**Request for Consultant Qualifications
(RFCQ # 2023-01)**

**For the
Port of Newport
R/V Park Annex Conceptual Redesign**

**Issue date:
April 24, 2023**

**Closing location:
600 SE Bay Blvd., Newport, OR 97365**

Closing date and time:

**Electronic copies of your response must be received
by 3:00 p.m. Pacific Standard Time on June 9th, 2023**

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SELECTION PROCESS AND PROJECT SCHEDULE	4

April 24th, 2024

To: Applicant

RE: Request for Consultant Qualifications (RFCQ 2023-01) for the conceptual redesign of the South Beach R/V Park Annex

Dear Applicant:

The Port of Newport (PON) invites you to submit a Statement of Consultant Qualifications (SOCQ) to provide a conceptual redesign of the South Beach R/V Park Annex in Newport, OR. This conceptual redesign will include market analysis to present the Port with design options that will make best use of this small R/V park, and evaluation of the City of Newport's municipal code to ensure that the project advances in accordance with city requirements. Future phases of the project may be included by contract amendments to include, but not limited to, permitting, engineering and design work through 100% plans, interfacing with construction contractors, and/or project management. Because the Port still has yet to undergo the approval of budgets, this project is contingent upon final approval of funds. Any project may be cancelled at the convenience of the port, although the RV Park Annex redesign and rebuild are high priority items on the Port's capital improvement list.

To receive full consideration and to be invited to submit a final proposal for this work, please submit an electronic copy of your Statement of Consultant Qualifications (SOCQ) meeting the submittal requirements as stated in this document by June 9th, 2023 to the following address:

Attn: Aaron Bretz, Director of Operations
Port of Newport
abretz@portofnewport.com

Requests for Proposals will be provided to the most qualified candidates. We look forward to receiving an SOCQ from you. If you have any questions regarding this request, please contact Aaron Bretz, Director of Operations. [Inquiries should be submitted in writing only or via email by May 19th, 2023.]

BACKGROUND

The Port of Newport owns and operates a successful R/V park near the South Beach Marina. The main park is located near the center of the marina; a smaller and older portion of the park known as the “Annex” is located at the southern-most end of the Port’s property across Marine Science Drive from the Rogue Brewery. The Annex is an antiquated park that was previously a low-cost trailer park acquired by the Port over 30 years ago. The space in the Annex is under-utilized and the infrastructure is failing. The Port of Newport is searching for a firm that has experience in designing R/V Park layouts and structures, and has experience in the R/V market that can be leveraged to help the Port make adequate design and/or marketing choices to properly position this R/V park to maximize its revenue generating potential.

RFCQ SUBMITTAL REQUIREMENTS

Please submit your Statement of Consultant Qualifications by **June 9th, 2023 by 3:00 p.m.** in accordance with the following requirements. The word “Respondent” in this document means an individual, an organization or a firm that submits, or intends to submit, a response. Responses will be marked with their receipt time at the closing location.

1. *Statement of Consultant Qualifications:* The Statement (including the transmittal letter) **shall not exceed a total of 5 single-sided pages**. Resumes shall be included in an appendix and are not counted as part of the five pages. Documents may be submitted by email.
2. *Transmittal Letter:* The Statement of Qualifications shall be transmitted with a cover letter describing the respondent’s interest in providing consulting services to the PON. The cover letter should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized to negotiate a contract with PON shall sign the cover letter. Address the cover letter and the Statement of Qualifications as follows:

Aaron Bretz, Director of Operations
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365
3. *R/V Park Conceptual Redesign Questionnaire:* Please answer the following **four questions** to the best of your ability regarding your experience as it relates to this request for qualifications.
 - a. What experience do you have with planning R/V park designs? *Provide specific examples and contact information, if applicable.*
 - b. What experience do you have with analysis of the best use of space in R/V parks as well as local market analysis? *Provide specific examples and contact information, if applicable.*
 - c. What experience do you have in developing and employing solutions for obsolete R/V park infrastructure? *Provide specific examples and contact information, if applicable.*
 - d. What experience do you have in determining solutions for R/V park design to fit the market? *Provide specific examples and contact information, if applicable.*
 - e. What experience do you have seeing an R/V park design through to completion of the construction project? *Provide specific examples and contact information, if applicable.*

SELECTION CRITERIA

The Port’s objective is to effectively and objectively evaluate the direct industry-related experience of all the Statements of Consultant Qualifications submitted in a timely manner. The Statement will be evaluated and scored on a 100-point total basis using the following criteria:

1. Expertise in work required to produce the project deliverables.
2. Experience with similar types of projects and industry knowledge.
3. Satisfaction of previous clients (if applicable).
4. Flexibility and availability of the respondent’s schedule.
5. Staffing and fee structure for the project.

Criteria 1-2 are worth 25 points each; criteria 4 and 5 are worth 12.5 points each; two or more respondents will be invited to interview by remotely between **June 20th – 23rd, 2023**.

PON staff will provide the appropriate notice and schedule for interviews. The selection panel will make a recommendation to Port of Newport Commissioners and staff for a final selection of the most qualified respondent based primarily on technical expertise and experience in conducting similar work. Once the top candidate has been selected, PON staff will negotiate a services contract with the selected candidate.

SELECTION PROCESS AND PROJECT SCHEDULE

Project Timeline

The following timetable outlines the anticipated schedule for the project. The timing and the sequence of events resulting from this request for qualifications may vary and shall ultimately be determined by the selected consultant and PON staff. This project is pending approval of funding, and may be changed or cancelled at the convenience of the Port.

DATES	EVENTS
April 24 – June 9, 2023	Advertisement RFCQ
June 9, 2023	3:00 p.m. PST deadline for submittal of RFCQ for full consideration
June 20 – 23, 2023	Interviews
July 3, 2023	Notice to Proceed
September 29, 2023	Project deliverables due; future phases to be determined

Project Deliverables

At the end of the project duration the Port of Newport will receive the following deliverables:

1. Recommendations for best design criteria options for the Annex as a result of market research
2. Conceptual plans for the options that the Port of Newport selects, to include an approximation of the number of spaces that can be added, and appropriately detailed drawings.
3. Based upon selection of design criteria options by PON, provide conceptual design plans for Annex, to conform to Newport Municipal Code requirements.
4. Cost estimates for detailed construction plans and for the selected design criteria and construction, and construction timeline for most effective phasing of the project.
5. An artist’s rendering of the R/V Park Annex concept from two different angles that show major design changes and overall plan from at least two angles of the Annex.



ATTN. Aaron Bretz, Director of Operations
 Port of Newport
 600 SE Bay Blvd.
 Newport, OR 97365

Mr. Bretz,

Our team for this project is assembled specifically to assist the Port of Newport in ensuring the sustainable future of South Beach R/V Park Annex. We will address the infrastructure, space analysis and conceptual design issues of the project site and help you lead this project confidently to a successful outcome through our comprehensive team approach that includes conceptual and architectural master planning, civil engineering, landscape architecture and R/V-specific consulting services.

Our goal would be to conceptualize an RV Park that would be recognized as a leading example of high-level infrastructure, meets the growing expectations of today's RV campers, provides unique amenities and experiences for a variety of guests, and creates a sense of place appropriate to the town of Newport and it's unique coastal culture -- all within the Port of Newport's budget.

We appreciate your consideration of our team for this project.

Regards,

Mark Kuykendall, AIA, NCARB, LEED AP
 PRINCIPAL

GOOD WORK ARCHITECTS, PLLC
 7019 N. VINCENT ST.
 PORTLAND, OR 97217
 (503) 908-3907
 mark@goodwork.design

NEWPORT RV PARK

Questionnaire



- a. What experience do you have with planning R/V park designs? Provide specific examples and contact information, if applicable.

Our team's experience spans multiple successful RV park projects. RV Park Consulting, Inc., a key member, has worked with over 750 RV parks across the U.S. and Canada, helping with conceptual design, park layouts, and operation audits among others. Good Work Architects have rich experience in environmental design and architecture projects, perfect for RV park designs. Examples include Angel Fire Resort, NM and Arrowhead RV Resort, Ely, MN for RV Park Consulting, Inc.

- b. What experience do you have with analysis of the best use of space in R/V parks as well as local market analysis? Provide specific examples and contact information, if applicable.

We conduct comprehensive market and spatial analysis to optimize RV park designs. We place the RV park within the context of 20,000+ North American RV parks, assess the variety of RV types and their requirements, analyze local conditions, and anticipate emerging trends. This rigorous methodology helps us balance functional requirements with camper expectations, environmental considerations, and long-term revenue.

- c. What experience do you have in developing and employing solutions for obsolete R/V park infrastructure? Provide specific examples and contact information, if applicable.

Our multi-disciplinary approach ensures we can innovate and update outdated RV park infrastructures. We've retrofitted existing parks to meet modern requirements and standards, balancing old infrastructure with new amenities and services. Our expertise spans civil engineering, landscape architecture, planning, and architecture, which is instrumental in revamping old RV park infrastructure.

- d. What experience do you have in determining solutions for R/V park design to fit the market? Provide specific examples and contact information, if applicable.

We use our extensive market research strategy to understand the needs of the RV market, both general and target, and craft designs that appeal to the full range of RV owners. The resulting designs meet functional requirements, exceed camper expectations, and generate long-term revenue. We consider all types of RVs, emerging trends, and local conditions.

- e. What experience do you have seeing an R/V park design through to completion of the construction project? Provide specific examples and contact information, if applicable.

Our team's track record includes successfully overseeing RV park designs from conception to completion. We've worked with public entities like the Port of Everett, WA, and private investors such as Angel Fire Resort, NM, and Arrowhead RV Resort, Ely, MN, ensuring the projects are delivered on time and within budget. Our approach encompasses site analysis, market research, infrastructural analysis, and careful design implementation, ensuring success at every project phase.

Design Approach



Our approach for civil-related design involves three stages: (1) research and site reconnaissance, (2) developing and vetting design alternatives, (3) selection and refinement of the final conceptual design.

Research and reconnaissance are intended to gain knowledge of the project site by way of a site visit, followed by assembling all available matwpping information into a single base map, this includes publicly available GIS data, private as-builts, and topographic data. We create this base map as a basis-for-design and share it with our team members and continually update the map when new existing conditions information is available.

Once we have a suitable base map, we generate design alternatives for storm, water, sewer, access, and grading to define the range of feasible solutions. For example, in this process we may learn that available sewer connections do not allow for sufficiently deep sewer mains and may require another solution such as pumping or re-laying mains to a greater depth. Developing these early alternatives also provides the opportunity for team members and the Port of Newport stakeholders to weigh options against their criteria. This iterative process is at the heart of selecting a final alternative.

Once the final concept alternative is accepted, we will make refinements and prepare the detailed civil concept plans. Prior to submission of plans to the Port, the plans undergo internal review for constructability by our in-house Construction Manager, as well as pass through our own internal independent technical review process to ensure an accurate design is presented.

Concept Design

1. Obtain and Review available information from the local jurisdictions (City, County, ODOT, etc.) or as provided by others. Overlay available Tsunami mapping (from DOGAMI) and flood information (from FEMA) or other jurisdiction having authority for these items. Incorporate other constraint type information that may be available. Review available reports prepared by others including geotechnical, environmental, traffic and other civil site related reports. Assist with the preparation of a base drawing.
2. Conduct a site visit to observe existing site conditions and review available topographic information.
3. Coordinate with Good Work Design for determination of additional or survey mapping needs, as required, including assistance with private locates for any critical utility impacts.
4. Review City of Newport requirements for civil site improvements. Contact and meet with Public Works/Engineering and other utility or access stakeholders (City/County/ODOT). Review available City master plans related to utility infrastructure and transportation plans.
5. Develop, evaluate, and refine horizontal concept level layout options for utilities needed to serve the site. Review as-built drawings for critical invert depths for sewer and storm water.

6. Assist with the preparation with up to 3 concept level layouts.
6. Evaluate site topography for grading, building layout, and utility services/drainage for the RV park development. Required utilities, including, but not necessarily limited to, water (domestic, fire), sanitary sewer and stormwater.
7. Attend up to two (2) meetings with project team related to site plan development and finalization (assumed to be virtual).
8. Assist with the preparation of civil site related costs and review estimates provided by others
9. Prepare plan view exhibits/plans for conceptual design including:
 - Combined site and civil utility (power, gas connection, water, storm sewer, storm drainage) plan.
 - Proposed roadway and parking improvements as shown in the concept layouts. Evaluate and show proposed turning improvements for large RV vehicles and fire department/service vehicles.

Deliverables

- Narrative of findings related to site civil items.
- Concept design plan view exhibits.

Assumptions

1. Utilities (storm/water/sewer) are of sufficient size to service the site. No offsite analysis or design is part of the proposed work tasks.
2. Westlake does not perform structural engineering, environmental, landscaping, lighting, geotechnical or other non-civil engineering tasks unless noted in our proposed scope of work.

Cost Proposal Range

\$37,000 - \$53,000

(Conceptual design stage efforts will be transferred value to any later design scope).

Design Approach



Comprehensive Design Approach

By employing a multi-disciplinary approach – Planning and Architecture, Civil Engineering, Landscape Architecture and RV-Specific Research and Analysis – our team is well equipped to assist the Port of Newport in both conceptual planning and construction documentation throughout the life of the project.

Keys to a successful and sustainable RV Park design include:

- Site + Context Analysis
- Market Research Expertise
- Infrastructural Analysis and Remediation Options
- A Healthy Mix of Different RV Accommodations for Different Types of Vehicles
- Environmental Sensitivity
- Appropriate Stormwater Management
- Meaningful Responses to Surrounding Context
- Understanding Emerging and Future Trends

Strategy for Market Research and Analysis

Our analysis and research will assess the RV market on a variety of scales: global, national, regional and local existing RV Parks. Our strategy will uncover what it takes to provide a unique, memorable experience that keeps campers coming back year after year while attracting new customers on a regular basis. We envision families looking forward to stopping here in Newport on their summer road trip, and retirees choosing this park because of its comfort and services. The strategy will also consider the market needs for this specific site in Newport. When considering this “target market,” some questions we will ask ourselves are: “What’s the relationship of the park to the surrounding cultural institutions and businesses? What types of activities are campers doing around town once they land? What kind of environmental factors are specific to this site that we need to think about?” Our market analysis would dig into questions like this in order to create a plan that not only functions well, but seeks to add to the prosperity of the greater community.

SPECIFIC WAYS WE WILL CONDUCT RESEARCH:

- **Placing Newport RV Park Annex within the greater context of 20,000+ RV Parks in North America.**
- **Identifying functional requirements and amenities for various types of vehicles.**
- **Assessing the variety of RV types and sizes and understanding their requirements.**
- **Studying the market as a whole (General) as well as the specific coastal market (Target).**
- **Analysis of surrounding context of the site.**
- **Meeting the newest emerging trends and anticipating future needs.**
- **Determining essential “must-have” design features.**
- **Determining what extra amenities can be included that add value and generate additional revenue.**
- **Analysis of other RV parks in the area and determining how to differentiate the annex site.**

Design Approach



Our process for determining the best design options:

The best design option will be a balance of meeting functional requirements, exceeding camper expectations, understanding the details of the site, and creating long-term revenue.

SOME OF OUR DESIGN CONSIDERATIONS:

- **Balancing different types of sites to accommodate Class A, B and C type RVs**
- **Assessing the potential of Pull Through RV Sites**
- **Exploring options for accommodating Slide-Out style RVs**
- **Providing a mixture of rental rates to Maximize Occupancy Rates**
- **Accommodating the growing trend of 2-Story RVs**
- **Assessing results of general and target market analysis**
- **Analysis of surrounding context of the site**
- **Finding the balance between maximizing spaces and incorporating amenities**
- **Mitigation of nuisance environmental factors on the site (i.e. wind, sun exposure, rain, flooding, wildlife, etc.)**
- **Appropriately responding to / integrating into the overall Newport development plan**
- **Adding to the unique coastal identity of Newport**

Maximizing Revenue Potential

The Newport RV Park has the potential to be a premier destination park for RVers across the country. Of 20,000 RV Parks in the country, only 1400 accommodate Class-A RVs. Including a variety of slot sizes and accommodating slide outs will make the park attractive to the full range of RV owners. It's proximity to parks, cultural institutions, and other attractions in the area will add to the appeal for both short and long-term campers. Our approach will consider opportunities to integrate the park into the surrounding community, account for emerging needs and expectations within the RV industry, and explore extra amenities and services that can be included on site.

SOME WAYS WE WILL EXPLORE REVENUE CREATION:

- **Meeting current and emerging RV industry camping trends while also creating "outside the box" ideas that add to the camper experience.**
- **Considering additional services such as bike rentals, RV supplies store, snacks/beverages/coffee stand, beach toys rental, etc.**
- **Considering different types of spaces (e.g. Class A,B,C, pull through, two story, length of stay)**
- **Understanding the connection of the Annex site to the Aquarium, the Marina, South Beach State Park, and OMSI Camp.**
- **Assessing opportunities to partner with local businesses/attractions (ex: Discounted tickets to the Aquarium).**

Design Approach



Designing an Experience

We like to think of ourselves as experience-makers. That is, we put people's experience of a place at the forefront of our decision-making. Every design project is an opportunity to grow our sense of place and community.

SPECIFIC WAYS WE WILL THINK ABOUT THE EXPERIENCE:

- Making driving and parking within the site accessible and enjoyable.
- Creating a sense of ease and comfort.
- Creating enjoyable experiences for kids (and pets).
- Safety is always a priority. We will consider solutions that create security that adds to relaxation.
- The coast is a lush landscape with many unique plants. We can find ways to bring this beauty into the park using native plants, rocks, and other landscape features. (They can also help with stormwater management and add to sense of place).
- The park can be a launch pad for campers to explore the great attractions in the area. We can provide campers with information and services that help them better enjoy the area.



Appendix



Mark Kuykendall, AIA, NCARB, LEED AP
PRINCIPAL, ARCHITECT

Mark is a licensed architect in North Carolina, Texas, Washington and Oregon. His wide-ranging past experience includes sustainability, urban renewal and hospital-ity projects as well as master planning design for urban and development projects of various sizes.



Rusty Long, AIA, NCARB
PRINCIPAL

Rusty is a licensed architect in North Carolina, Virginia, and Georgia. Rusty's background spans 17 years of residential, commercial, religious, government and construction admin-istration. As an architect, Rusty has probably more on-site construction admin experience than most architects gain over an entire career.



Bernard Smith, PE, PLS
DIRECTOR OF ENGINEERING &
ASSOCIATE PRINCIPAL

Oregon PE 15,759; Registered PE in 11 additional states, Oregon PLS 2810, Maine PLS 1298

Bernard has 35+ years of civil engineering experience (20 of it as Westlake's Director of Engineering). Current coastal projects include the Columbia Memorial Hospital major expansion (Astoria), and a commercial site redevelopment project (Lincoln City) and has provided leadership for several civil engineering efforts on the Oregon Coast.



Robin Smith
PRINCIPAL, LANDSCAPE ARCHITECT
Oregon #LA1097

Robin is a 5th generation Oregonian with well over 20 years of experience in estate garden design, residential, commercial and mixed-use developments, urban rooftop gardens, assisted living facilities, nature playgrounds, small parks and recreational planning design. She excels in clever design strategies and attention to detail, meeting tight deadline constraints and exceptional drawing skills for schematic, design development and construction phases.



Rich Stockwell
PRESIDENT

Rich has designed and consulted for RV properties all across the 50 states. His consulting includes park layouts, market analysis, retro-fitting, operational needs, and economic impact. He has completed designs and consulting projects for over 750+ RV parks throughout North America, and is one of the foremost experts in the US in RV Park Design.



Jeff Hinton, PE
SENIOR PROJECT MANAGER
OR PE # 96804; CA PE # 82093

Jeff is an experienced project engineer with over 15 years of coastal engineering and permitting experience. His current projects include a transitional housing project in Seaside, and a commercial re-development effort in Lincoln City. He is a thorough project manager who works hard to ensure client satisfaction.



Portland, OR

ROLE:
CONCEPTUAL PLANNING +
PROJECT MANAGEMENT

goodwork.design

Statement of Qualifications

Good Work Architects, based in Portland, Oregon and Raleigh, North Carolina, will be the lead firm for the project and point of contact. The principals of the company have a wide range of background experience in environmental design and architecture projects. Good Work Architects is a client-focused company that delivers a project-management based approach in order to keep project teams on schedule and on budget. Principal Mark Kuykendall's space and master planning expertise is particularly well suited for the Port of Newport South Beach R/V Park Annex project.

Throughout their process, Good Work Architects has worked to address sense of place, functional needs, and storytelling opportunities in order to create experiences that are authentic, memorable and informative.



Anderson Creek Master Plan

Relevant Projects

- The Monk Motor Lodge Restoration
- Moore Square Redevelopment Concepting
- Anderson Creek Master Planning
- Southlight Campus Master Planning
- Wendell Farms Master Planning
- Craft Wine Co. Renovation
- Village Gate Clubhouse



Southlight Campus Raleigh Master Plan



Tigard, OR

ROLE:
CIVIL ENGINEERING
westlakeconsultants.com

Statement of Qualifications

Westlake offers extensive civil engineering experience including experience with design requirements to meet marine weather standards, emergency planning and tsunami inundation zone response.

They are adept at working as part of a multi-disciplinary team and have built an excellent reputation for providing value engineering and QA reviews to identify design alternatives. A thorough understanding of design requirements and schedules by jurisdiction helps to deliver projects on time and on-budget.

Westlake relies on in-house surveying and construction management for QA review of plans and calculations which contributes to reliability of deliverables so they can be bid and constructed with minimal change orders.

Westlake's team selected for the Port of Newport has current coastal design expertise and a good working relationship with Lincoln County staff. More than 75% of the firm's work is completed for repeat clients.



Oregon State Hospital Junction City Campus Junction City, OR

Relevant Projects

- Mt. Hood Village RV Resort – Welches, Oregon
- Clatsop Community College Marine and Environmental Research Training Station (MERTS)
- Cannon Beach City Hall Facility Report – Cannon Beach, Oregon
- Clatsop Community College Patriot Hall Redevelopment Project – Astoria, Oregon
- Whisper Ridge – Oceanside, Oregon
- Bank of the Pacific – Warrenton, Oregon
- RV Park Redevelopment – Washington County, Oregon



Warren, OR

ROLE:
Landscape Architect
www.smith-la.com

Statement of Qualifications

Robin Smith graduated in 1999 from the University of Oregon with a Bachelor of Landscape Architecture (BLA). She is a licensed Landscape Architect in Oregon (#LA1097) and Smith Landscape Architect LLC is a registered Landscape Architecture Business in Oregon (#L569).

Robin is a 5th generation Oregonian with well over 20 years of experience in estate garden design, residential, commercial and mixed-use developments, urban rooftop gardens, assisted living facilities, nature playgrounds, small parks and recreational planning design. She excels in clever design strategies and attention to detail, meeting tight deadline constraints and exceptional drawing skills for schematic, design development and construction phases.

Select Project List:

- Roehr Residence, Sauvie Island, OR
 - Marshman Residence, Scappoose, OR
 - Sheldon Residence, Scappoose, OR
 - Schnitzer Residence, Portland, OR (HK)
 - de Asis Residence, West Linn, OR (HK)
 - Richardson Residence, Lake Oswego, OR (HK)
 - Lewis Residence, Portland, OR (KLA)
 - The Springs at Lake Oswego, Rooftop Gardens, Lake Oswego, OR (KLA)
 - SKY3, Rooftop Gardens, Portland, OR (KLA)
 - Q21, Rooftop Gardens, Portland, OR (KLA)
 - Westgate Development, Rooftop Gardens, Portland, OR (KLA)
 - Champoeg State Park, Nature Playground, Saint Paul, OR (LLD)
 - White Oak Savannah Park, Nature Playground, West Linn, OR (LLD)
 - Mountainside at North Star, Nature Playground, Lake Tahoe, CA (LLD)
 - Clatskanie Elementary School, Nature Playground, Clatskanie, OR (LLD)
 - Affordable Housing Schemes at Mission Bay, San Francisco, CA (CLA)
 - Blocks N1 and N2 at Mission Bay, San Francisco, CA (CLA)
 - Limerick Regeneration, Limerick, Ireland (CSR)
 - Water Haven Landscape Master Plan, Waterford, Ireland (CSR)
 - Groody Theme Park, Limerick, Ireland (CSR)
 - The Village at Mammoth Lakes, CA (PDA)
 - Grouse Mountain Resort, Vancouver, BC (PDA)
- HK Huntington & Kiest Landscape Architects
KLA Koch Landscape Architecture
LLD Learning Landscapes Design
CLA Cliff Lowe Associates
CSR Cunnane Stratton Reynolds
PDA Perkins Design Associates



La Conner, WA

ROLE:
DESIGN & PLANNING
CONSULTANT

rvparkconsulting.com

Statement of Qualifications

RV Park Consulting, Inc. has assisted over 750 new and existing RV parks, resorts and campgrounds throughout the U.S. and Canada with a "real world" approach to the rapidly growing industry including the correct turning radius, size of sites, amenities, electrical needs to meet the future, plus more. Our consulting involves both operating and contemplated RV parks and resorts. We have worked with nearly 600 RV Parks and Resorts throughout North America.

We help with conceptual design, retro-fitting feasibility of existing parks, park layouts encompassing the rig width requirements, market analysis, developing "Pet Friendly" areas with facilities, complete operation audits, economic impact statements, operations, team building and ongoing property management, customer relations, marketing, advertising concepts, site selection, feasibility studies, permitting, business plans, financing, and management.

Municipal RV Projects

- City of Palouse, WA
- Jackson County, OR
- Port of Everett, WA
- Port of Hood River, OR
- Port of Douglas County, OR
- Riverside County, Rancho Jurupa County Park, CA
- Washington County, Hillsboro, OR

Private Investor RV Projects

- Angel Fire Resort – NM
- Arrowhead RV Resort – Ely, MN
- Bakersfield River Run RV Park – CA
- Bella Terra of Gulf Shores – AL
- Black Rock Village – AZ
- Blu-In RV Park – CA
- Camp'N Class RV Park, Stony Plain, AB, Canada
- Columbia Sun, Kennewick – WA
- Coyote Valley Resort – CA
- Durango RV Resort – CA

Private Investor RV Projects (cont.)

- Emerald Desert – CA
- Grand Texas RV Resort – TX
- Indian Shores RV Resort – WI
- Lago Vista RV Park – TX
- La Grande RV Resort – OR
- La Hacienda RV Resort – TX
- Lakeview Park & Beach, Eunice, LA
- Pandion Ridge Luxury RV Resort – AL
- Sands RV Resort in Desert Hot Springs – CA
- Solstice Motorcoach Resort & Country Club – AZ
- Southern Oaks RV Resort – FL
- Sunset Point on Lake LBJ – TX
- Sunny Brook Resort – MI
- The Lakes RV & Golf Resort – Chowchilla – CA
- Toutle River RV Resort – WA
- Twin Fountains – OK
- Vista del Sol – Bullhead, AZ
- Whispering Pines – TX
- Whistle Stop RV Resort – TX
- Winchester Bay – OR



RV PROJECT: Mt. Hood Village RV Resort by Westlake Consultants

Welches, OR

Land use planning, preliminary civil engineering, and topographic survey to support Client's development of two sections of the R/V resort (remodeled bathhouse, long/short term stay RV sites with water/sewer/electric). Required close coordination with Client, geotech and wetland biologist for existing site conditions, infrastructure, zoning codes and buffers/setbacks. Preliminary civil engineering researched Westlake's own archives for work performed by the firm in the 1990's.

Work performed 2016-2017. Westlake worked closely with Kimley-Horn for coordination of services.

REFERENCE:

Brandon McDougald, P.E., LEED AP

Kimley-Horn | 215 South State Street #400, Salt Lake City, UT 84111

Direct: 385.212.3180 | Mobile: 801.915.7842



RELATED PROJECT: The Monk Motor Lodge by Good Work Architects (formerly S3)

Rocky Mount, NC

The Sector 3 team recently revitalized a dilapidated mid-century hotel through structural and programmatic changes, as well as the addition of several amenities including a pool, hot tub, changing rooms, sunken firepits, airstream trailer bar with outdoor dining, pet-friendly areas, retro lounge and event lawn. The addition of these functions added to the income generating potential of the hotel by being able to host weddings and events, charge for day-use passes, and lease part of the property to a restaurant. They coordinated three engineering partners throughout the process. The Sector 3 team explored target markets and current hospitality trends in order to position the motor lodge as a unique vacation destination.

REFERENCE:

Jesse Gerstl, Partner

LarGerKo, LLC

347-255-7257



RV PROJECT:

Winchester Bay RV Resort | by RV Park Consulting

Salmon Harbor Marina, Winchester Bay, OR

These sites were designed to take advantage of the scenic Winchester Bay. The 138 large landscaped sites in this facility provide excellent scenic views of the water while protecting each picnic area from the ocean breeze. The park is wheelchair accessible and includes a waterfront biking path, fishing and crabbing areas, bike rentals, playground, barbeque pits, an upscale shower and laundry facility, and putting green.



RV PROJECT:

La Hacienda RV Resort

by RV Park Consulting, Inc.

Austin, TX

RV Park Consulting designed sites that are generous in size, easy to navigate with large RVs, and include full hookups, cable TV, 30/50 amp, and high speed wireless internet. Spaces feature large yards, kid-friendly amenities, curbside daily trash pickup, and flexible rental periods. Large yards between spaces facilitates a quieter stay and overnight "RV Ranger" security adds to a sense of well-being. The inclusion of a campground store provides guests with RV related essentials.



RV PROJECT:

The Lakes RV & Golf Resort

by RV Park Consulting, Inc.

Chowchilla, CA

The Lakes RV and Golf Resort was featured in an article in "Highway Magazine" as one of the "Sweet 16 Parks" in the United States. The design features 87 spaces, 20-30-50 amp service, pedestal hookups, shower facilities, lighted sports courts, and palm trees. Cement pads keep the RV level while hedges and gated access create privacy and security.



RELATED PROJECT: Champoeg State Park

Design Development by Robin Smith while at Learning Landscapes
Saint Paul, OR

The Champoeg Park provides a unique blend of history, nature, and recreation. It was the site of Oregon's first provisional government formation in 1843. Situated along the Willamette River, the park features forests, fields, and wetlands that recreate a bygone era. Thanks to a generous donation, the Champoeg State Park nature play area has come to life.

The play area is infused with stories of floods, Oregon's statehood, and Native American heritage, encouraging cultural and historical imaginative play. With interactive exhibits, young visitors can have fun and learn simultaneously. This unique combination of play equipment, natural settings, and cultural history offers an unparalleled park experience.



RELATED PROJECT: Clatskanie Elementary School

Design Development by Robin Smith while at Learning Landscapes
Clatskanie, OR

Learning Landscapes took on the project of creating a concept plan and construction documents to update and expand the Clatskanie Elementary School Playscape. A workshop involving teachers, students, and parents was conducted to ensure the project addressed the community's diverse needs. The resulting design included an imaginary play area, a covered ball play area, a climb and slide hill, multiple swings, a nature climbing area, outdoor quiet spaces, chess facilities, and a play swale. The design offered a wide range of play opportunities. Gathering options ranged from a large amphitheater to small covered group seating areas and buddy benches. The construction documents incorporated donated labor, materials, and artist-installed artwork. All elements were combined to create a unified play area that provided enjoyable spaces while incorporating historic and ecological themes.

Design Approach

S3





THANK YOU!

**WE APPRECIATE YOUR CONSIDERATION
OF OUR TEAM.**

**NEWPORT
RV PARK**

DRAFT AIA® Document B111™ - 2022

Standard Form of Agreement Between Owner and Design Architect

AGREEMENT made as of the « 14 » day of « July » in the year « 2023 »
(In words, indicate day, month, and year.)

BETWEEN the Design Architect's client identified as the Owner:
(Name, legal status, address, and other information)

« Port of Newport »
« attn: Aaron Bretz »
« 600 SE Bay Blvd »
« Newport, OR 97365 »

and the Design Architect:
(Name, legal status, address, and other information)

« David Mark Kuykendall »
« Good Work Architects, PLLC »
« 7019 N Vincent Ave. »
« Portland OR 97217 »

for the following Project:
(Name, location, and detailed description)

« Port of Newport RV Park Annex »
« The project site consists of four parcels located at the southwest intersection of SE Marine Science Drive and SE Ferry Slip Road. Parcel numbers include: R149982, R144426, R146790, R501924 (approximately 3.8 Acres combined). »
« "The scope of work for this project involves the conceptual redesign of the South Beach R/V Park Annex at the Port of Newport, OR. This redesign aims to revamp the under-utilized and outdated Annex, transforming it into an optimized R/V park that can effectively generate substantial revenue.

Good Work Architects, PLLC and consultants (collectively, GWA) will provide professional design services including market analysis to present the Port with conceptual design options that make the best use of this R/V park. We will also evaluate the City of Newport's municipal code to ensure the project advances in accordance with city requirements. The redesign plan will take into consideration the existing structures, market needs, and future growth potential.

The park will be designed in accordance with the Newport Municipal Code requirements and industry standards for R/V parks. Notably, the project includes reimagining the layout of the park and considering possible structures that can further enhance the Annex's potential.

Additional services such as construction documents, permitting, engineering, detailed plans, interfacing with construction contractors, project management, and future phases of the project may be included by contract amendments or by a separate agreement. These trades will be subcontracted under GWA as part of that separate agreement.»

The Owner and Design Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT ROLES AND INITIAL INFORMATION

§ 1.1 Architect Roles

§ 1.1.1 The Owner intends to retain a Design Architect and an Architect of Record under separate agreements to provide architectural services for the Project.

§ 1.1.2 The Owner shall retain an Architect of Record for the Project. The Architect of Record is identified in Section 1.2.12, or will be selected at a later time, and is considered an owner's consultant for the purposes of this Agreement. The Architect of Record will perform the services required of the Architect of Record in its agreement with the Owner and prepare, sign, and seal the construction documents for the Project as required in the jurisdiction where the Project is located. The Owner shall furnish the Design Architect with a copy of the scope of services in the agreement between the Owner and the Architect of Record.

§ 1.1.3 The Design Architect is responsible for defining the architectural design intent for the Project, which will be advanced and documented by the Architect of Record. The Design Architect's services are further described in Articles 3 and 4 of this Agreement. Unless otherwise required under this Agreement, the Design Architect has no responsibility to prepare, sign, or seal the construction documents for the Project.

§ 1.2 Initial Information

§ 1.2.1 This Agreement is based on the Initial Information set forth in this Section 1.2.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.2.2 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« The Owner's program for the conceptual redesign of the South Beach R/V Park Annex is detailed in the RFCQ 2023-01 document issued by the Port of Newport, which lays out their needs, vision, and objectives for the project. This document serves as the primary source of program documentation, outlining the scope of work, deliverables, project timeline, and selection criteria. If additional information or details are required for the program, GWA will

engage in a consultative process with the Port of Newport's key stakeholders to develop a comprehensive understanding of their needs, expectations, and long-term goals for the R/V Park Annex. »

§ 1.2.3 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« The project site is situated at the southwest intersection of SE Marine Science Drive and SE Ferry Slip Road, encompassing four parcels with the numbers R149982, R144426, R146790, R501924. The combined area of these parcels is approximately 3.8 acres. Further site characteristics such as geotechnical reports, topographic surveys, and traffic and utility studies will be identified and evaluated on an as-needed basis during the design phase, in line with the redesign goals and compliance with Newport's municipal code. »

§ 1.2.4 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« \$2.62M »

§ 1.2.5 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

« Conceptual design draft, approximately 90 days after NTP is given by the Port. »

- .2 Commencement of services by the Architect of Record:

« TBD »

- .3 Construction commencement date:

« TBD »

- .4 Substantial Completion date or dates:

« TBD »

- .5 Other milestone dates:

« »

§ 1.2.6 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract.)

« Design-Bid-Build »

§ 1.2.7 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

« unknown »

§ 1.2.8 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« n/a »

§ 1.2.9 If the Owner identifies a Sustainable Objective, the Owner, in consultation with the Design Architect, shall coordinate the sustainability services of the Architect of Record with those of the Design Architect and complete AIA Document E204™–2017, Sustainable Projects Exhibit with necessary modifications. The Owner and Design Architect shall incorporate the completed AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and services related to the Owner’s Sustainable Objective. If incorporated into this agreement, the Owner and Design Architect shall also incorporate the completed E204–2017 into their agreements with any other consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.2.10 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

« Aaron Bretz »
« Director of Operations »
« Port of Newport »
« abretz@portofnewport.com »
« (541) 406-0217 »
« »

§ 1.2.11 The persons or entities, in addition to the Owner’s representative, who are required to review the Design Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.2.12 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Architect of Record:

« Good Work Architects, PLLC »« (anticipated, TBD) »

.2 Cost Consultant:

« »

.3 Scheduling Consultant:

« »

.4 Geotechnical Engineer:

« »

.5 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.2.13 The Owner shall retain the following consultants for the Project directly or through the Architect of Record:
(List name, legal status, address, and other contact information.)

.1 Structural Engineer:

« »

.2 Mechanical Engineer:

« »

.3 Electrical Engineer:

« »

.4 Civil Engineer:

« see 1.2.15.1 below »

§ 1.2.14 The Design Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« David Mark Kuykendall, AIA »
« Principal, Good Work Architects, PLLC »
« 7019 N Vincent Ave. »
« Portland, OR 97217 »
« mark@goodwork.design »
« (919) 357-0895 »
« Oregon Architect License: ARI-11710 »

§ 1.2.15 The Design Architect shall retain the consultants identified in Sections 1.2.15.1 and 1.2.15.2:
(List name, legal status, address, and other contact information.)

§ 1.2.15.1 Consultants retained under Basic Services:

«
Civil Engineer:
Westlake Consultants, Inc.
15115 SW Sequoia Pkwy #150
Tigard, OR 97224
(503) 684-0652

Landscape Architect:
Robin Smith Landscape Architect
33912 Slavens Rd
Warren, OR 97053
(503) 568-6728

Special Consultant:
RV Park Consulting, Inc.
812 Shoshone Drive
La Conner, WA 98257
»

§ 1.2.15.2 Consultants retained under Supplemental Services:

« »

§ 1.2.16 Other Initial Information on which the Agreement is based:

« »

§ 1.3 The Owner and Design Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Design Architect shall appropriately adjust the Design Architect's services, schedule for the Design Architect's services, and the Design Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 DESIGN ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Design Architect shall provide professional services as set forth in this Agreement. The Design Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Design Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Design Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Design Architect shall identify a representative authorized to act on behalf of the Design Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Design Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Design Architect's professional judgment with respect to this Project.

§ 2.5 The Design Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Design Architect normally maintains, the Owner shall pay the Design Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « one million » (\$ « 1,000,000. ») for each occurrence and « two million » (\$ « 2,000,000. ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design Architect with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Design Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « one million » (\$ « 1,000,000. ») per claim and « two million » (\$ « 2,000,000. ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Design Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Design Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Design Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF DESIGN ARCHITECT'S BASIC SERVICES

§ 3.1 The Design Architect's Basic Services consist of those described in this Article 3 and the exhibit selected below. Services not set forth in this Article 3 or the selected exhibit are Supplemental or Additional Services: *(Check the appropriate box. Select only one.)*

- AIA Document E205™–2022, Architects' Scope and Responsibility Matrix Exhibit
(Design Architect and Architect of Record Provide Services Concurrently.)
- AIA Document B111™–2022, Exhibit A, Design Architect Services
(Design Architect and Architect of Record Provide Services Consecutively.)

§ 3.1.1 The Design Architect shall manage the Design Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Design Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Design Architect's services.

§ 3.1.3 The Design Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Design Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Design Architect shall provide prompt written notice to the Owner if the Design Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.4 As soon as practicable after the date of this Agreement, the Design Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Design Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Design Architect or Owner. With the Owner's approval, the Design Architect shall adjust the schedule, if necessary, as the Project proceeds.

§ 3.1.5 Upon the Owner's reasonable request, the Design Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Design Architect's services.

§ 3.1.6 The Design Architect shall not be responsible for an Owner's or Architect of Record's directive, substitution, or acceptance of non-conforming Work, made or given without the Design Architect's written approval.

§ 3.1.7 The Design Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Design Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Architect shall be responsible for the Design Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Architect of Record or its consultants, or the Contractor, or of any other persons or entities performing portions of the Work.

§ 3.1.8 If, pursuant to this Agreement and its exhibits, the Design Architect is providing Construction Phase Services, the Design Architect's responsibility to provide such services commences with the award of the Contract for Construction and terminates on the date of issuance of the final Certificate for Payment.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Supplemental services are services that are not included in Basic Services but may be required for the Project. The Owner shall compensate the Design Architect for Supplemental Services as provided in Section 11.2. If Supplemental Services are not included in AIA Document E205™–2022, Architects' Scope and Responsibility Matrix Exhibit, describe below each Supplemental Service that is the Design Architect's responsibility. *(Describe in detail the Design Architect's Supplemental Services or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Design Architect's Supplemental Services.)*

<< >>

§ 4.1.2 A description of each Supplemental Service that is the Owner's responsibility is provided below. *(Describe in detail the Owner's Supplemental Services or, if set forth in an exhibit, identify the exhibit.)*

<< >>

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Design Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Design Architect as provided in Section 11.2.

§ 4.2 Design Architect's Additional Services

The Design Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Design Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Design Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Design Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Design Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design Architect shall not proceed to provide the following Additional Services until the Design Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.2.7;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants other than the Architect of Record, to the Owner's contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Design Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Design Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Design Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Design Architect of the Owner's determination. The Owner shall compensate the Design Architect for the services provided prior to the Design Architect's receipt of the Owner's notice.

- .1 If the Design Architect is responsible for reviewing Contractor submittals, reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Design Architect;
- .2 If the Design Architect is responsible for responding to Contractor requests for information, responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 If the Design Architect is responsible for preparing Change Orders and Construction Change Directives, preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of its Instruments of Service;
- .4 If the Design Architect is responsible for evaluating Claims as the Initial Decision Maker, evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner, Architect of Record, or Contractor and making subsequent revisions to its Instruments of Service resulting therefrom.

§ 4.2.3 If, pursuant to this Agreement and its exhibits, the Design Architect is providing any of the following Construction Phase Services, the Design Architect shall provide the Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Design Architect shall notify the Owner:

- .1 « » (« 0 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« 0 ») visits to the site by the Design Architect during construction
- .3 « » (« 0 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« 0 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Article 3 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Design Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « twelve » (« 12 ») months of the date of this Agreement, through no fault of the Design Architect, extension of the Design Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's

budget for the Cost of the Work, the Owner shall notify the Design Architect. The Owner and the Design Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Design Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services described in Section 4.1.2 and any Supplemental Services designated as the Owner's responsibility in AIA Document E205™-2022, Architects' Scope and Responsibility Matrix Exhibit, if applicable.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants, including the Architect of Record, with those services provided by the Design Architect. Upon the Design Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Design Architect in this Agreement, or authorize the Design Architect to furnish them as an Additional Service, when the Design Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Design Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Design Architect's Instruments of Service.

§ 5.13 The Owner shall promptly notify the Design Architect of the substance of any direct communications between the Owner and the Architect of Record or the Contractor relating to the Project that affect the Design Architect's services or professional responsibilities. Communications by and with the Design Architect's consultants shall be through the Design Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Design Architect's duties and responsibilities set forth in the Contract for Construction, if any, with the Design Architect's services set forth in this Agreement. The Owner shall provide the Design Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Design Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Design Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Design Architect, the Owner shall furnish the requested information as necessary and relevant for the Design Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Design Architect and Architect of Record and shall include contractors' general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Design Architect or the Architect of Record; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Section 5.3. Evaluations of the Owner's budget for the Cost of the Work represent the Design Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Design Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Design Architect progresses with its Basic Services. The Design Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications, or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Design Architect could not reasonably anticipate. The Design Architect may review the Cost Consultant's estimates solely for the Design Architect's guidance in completion of its services, however, the Design Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Design Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Design Architect in making such adjustments.

§ 6.4.1 The Design Architect's responsibility to incorporate revisions, if any, into the Design Architect's Instruments of Service at the conclusion of the Design Development Phase to comply with the Owner's budget shall be described in the exhibit selected in Section 3.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Design Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.1.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Architect, the Architect of Record, and their consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.2 The Design Architect and the Design Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to

meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design Architect and the Design Architect's consultants.

§ 7.3 The Design Architect grants to the Owner a nonexclusive license to use the Design Architect's Instruments of Service solely and exclusively for advancing and documenting the design intent of the Project. The license granted in this Section 7.3 shall terminate only if (1) the Design Architect terminates this Agreement in accordance with Sections 9.3 or 9.4 or (2) the Owner terminates this Agreement for convenience as provided in Section 9.5 and does not compensate the Design Architect as required under Section 9.6 and 9.7. The Design Architect shall obtain similar nonexclusive licenses from the Design Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Architect of Record, and the Owner's other consultants, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.4, solely and exclusively for the purpose of advancing and documenting the design intent of the Project.

§ 7.3.1 The Owner agrees to use the Architect of Record's Instruments of Service that are created as a result of further developing the Design Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project.

§ 7.3.2 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Sections 7.3 or 7.3.1, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design Architect terminates this Agreement in accordance with Section 9.3 or 9.4, the Owner releases the Design Architect and Design Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.2. The terms of this Section 7.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The payment of a Termination Fee or Licensing Fee under Section 9.7 shall not relieve the Owner of the release or indemnity obligations of this Section 7.3.2.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Design Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Design Architect and the Design Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Design Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Design Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Design Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, including the Architect of Record, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Design Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the

negligent acts or omissions of the Design Architect, its employees and its consultants in the performance of professional services under this Agreement. The Design Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Design Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Design Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Design Architect's services, the Design Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Design Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Design Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Design Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Design Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 9.4 or, at the Design Architect's option, cause for suspension of performance of services under this Agreement. If the Design Architect elects to suspend services, the Design Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Design Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Design Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Architect's services. The Design Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Design Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Design Architect shall be compensated for expenses incurred in the interruption and resumption of the Design Architect's services. The Design Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design Architect, the Design Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Design Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Design Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Design Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Design Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« n/a »

.2 Licensing Fee if the Owner intends to continue using the Design Architect's Instruments of Service:

« n/a »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Design Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Except as otherwise defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201®-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Design Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Design Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Design Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Design Architect to execute certificates, the proposed language of such certificates shall be submitted to the Design Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design Architect to execute consents reasonably required to facilitate assignment to a lender, the Design Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design Architect for review at least 14 days prior to execution. The Design Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Design Architect.

§ 10.6 Unless otherwise required in this Agreement, the Design Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 Promotional Materials and Professional Credit

§ 10.7.1 The Design Architect shall have the right to include photographic or artistic representations of the design of the Project, including the final constructed Project, among the Design Architect's promotional and professional

materials. The Design Architect shall provide professional credit to the Architect of Record in such materials as appropriate to indicate the Architect of Record's role and contributions on the Project. The Design Architect shall be given reasonable access to the completed Project to make such representations. The Design Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design Architect in the Owner's promotional materials for the Project appropriate to indicate the Design Architect's role and contributions on the Project. The Owner shall include in its agreement with the Architect of Record a requirement that the Architect of Record provide professional credit to the Design Architect in promotional and professional materials as appropriate to indicate the Design Architect's role and contributions on the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.7.2 In promotional and professional materials, the Design Architect shall be referred to as "Design Architect".

§ 10.7.3 In promotional and professional materials, the Architect of Record shall be referred to as "Architect of Record".

§ 10.7.4 Additional requirements for sharing professional credit are as follows:

« Credit shall be attributed for project images as follows: "© Good Work Architects" »

§ 10.8 If the Design Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Design Architect's Basic Services described under Article 3, the Owner shall compensate the Design Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« \$74,100. »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« The above stipulated sum includes one (1) public presentation to present the conceptual design

findings. Additional public presentations/meetings (if required) shall constitute additional services per § 4.2 Additional Services. »

§ 11.2 For the Design Architect’s Supplemental Services and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Design Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Hourly @ \$195 per hour. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Design Architect as follows:

(Insert amount of, or basis for, compensation.)

« Hourly @ \$195 per hour »

§ 11.4 Compensation for Supplemental and Additional Services of the Design Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Design Architect plus « five » percent (« 5 »%), or as follows:

(Insert amount of, or basis for computing, the Design Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« one hundred »	percent (« 100 »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Design Architect may be providing its services in multiple Phases simultaneously. Therefore, the Design Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Design Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Design Architect and the Design Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Design Architect’s and Design Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Blended rate: \$195 »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Design Architect and the Design Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Design Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Design Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Design Architect and the Design Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Design Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Design Architect normally maintains, the Owner shall pay the Design Architect for the additional costs incurred by the Design Architect for the additional coverages as set forth below:

(Insert the additional coverages the Design Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Design Architect.)

« »

§ 11.10 Payments to the Design Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « ten thousand » (\$ « 20,000. ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, and if the Design Architect is required to pay registration fees or other fees payable to the Certifying Authority, an initial payment to the Design Architect of « » (\$ « ») shall be made upon execution of this Agreement for such fees. The Design Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Design Architect's invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design Architect.

(Insert rate of monthly or annual interest agreed upon.)

« eight » % « 8 »

§ 11.10.2.2 The Owner shall not withhold amounts from the Design Architect's compensation to impose a penalty or liquidated damages on the Design Architect, or to offset sums requested by or paid to contractors for the cost of

changes in the Work, unless the Design Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« Architect and its consultants shall indemnify and hold harmless the Port, its commission members, administrators, officers, agents, employees, successors, and assigns, from any and all claims, demands and actions at law, in equity or otherwise that may hereinafter at any time be made or brought against the Port or commission members, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations by any individual, or anyone on any individuals' behalf on account of any injury or damage sustained in consequence arising out of the activities of Architect or its, agents, or employees under this Contract. This indemnification provision supersedes and replaces, expands or modifies any portion of section § 8.1.3 which is in conflict with this Article 12. »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Design Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Design Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B111™-2022, Standard Form Agreement Between Owner and Design Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement. AIA Document E205™-2022, Architects' Scope and Responsibility Matrix Exhibit and AIA Document B111™-2022, Exhibit A, Design Architect Services are alternative ways to define the Architect of Record's scope of services and should not be used on the same Project.)

[] AIA Document E205™-2022, Architects' Scope and Responsibility Matrix Exhibit:
(Insert the date of the E205-2022 incorporated into this agreement.)

« »

[] AIA Document B111™-2022, Exhibit A, Design Architect Services:
(Insert the date of the B111-2022 exhibit incorporated into this agreement.)

« »

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.)

« »

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

DESIGN ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)





N E W B U S I N E S S

DATE: July 19, 2023
RE: Pasha Stevedoring Lines Agreement
TO: Paula Miranda, General Manager
ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Port currently is responsible to provide line handlers to visiting ships and barges of various types and sizes, but this doesn't apply to catcher vessels in the Commercial Fishing Industry. We charge the vessels accordingly and have used the ILWU Local 53 under the terms of our Lines Agreement with them; this has come up only a few times a year of recent, but it would increase if cargo were to come through the Terminal.

The new underwriter for SDIS insurance has interpreted the way the Port operates differently from the last underwriter. They have determined that if we directly employ Longshoremen, then all Port employees would need to be provided with workers comp insurance under the Longshore and Harbor Workers Act, which makes our premiums exponentially higher. For the past several weeks I have been working to find a Stevedore or other service who can hire the Local 53 to provide line handling services at the Terminal. By using a Stevedoring service, the Port avoids hiring the labor directly, so the Stevedore becomes the company required to insure the line handlers.

DETAIL

Pasha Stevedoring has agreed to hire the Local 53 and provide line handling services at the Terminal in a manner that's consistent with the Tariff and the Lines Agreement. This agreement with Pasha doesn't change anything about the way the Port has operated the Terminal; it simply allows us to continue operating the Terminal as we always have, while avoiding much higher insurance rates for all employees. They have expressed this in the attached agreement, and they have been flexible and customer friendly. Two other stevedores and one other lines service provider have declined to enter into an agreement with the Port because the volume of work at the Terminal to which this agreement applies is currently too low.

The cost of this agreement is passed through to the Terminal user by the Port, and the Port would pay Pasha Stevedoring for services rendered.

RECOMMENDED MOTION:

I MOVE TO APPROVE THE ATTACHED AGREEMENT WITH PASHA STEVEDORING TO PROVIDE LINE HANDLING SERVICES AT THE TERMINAL UNDER THE TERMS PROVIDED.

MASTER CONTRACTOR SERVICES AGREEMENT

This Master Contractor Services Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Pasha Stevedoring & Terminals L.P., a California limited partnership (hereinafter “**Contractor**”), and Port of Newport (hereinafter “**Client**”).

WHEREAS Client desires to engage Contractor for the purpose of providing line handling services for vessels calling at Newport International Terminal in Newport, Oregon (the “**Contractor Services**”); and

WHEREAS Contractor desires to perform the Contractor Services in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other valuable consideration acknowledged by each of the parties to be satisfactory and adequate, the parties covenant and agree as follows:

1. **SERVICES.** Contractor shall perform the Contractor Services for the Client. Client agrees, throughout the Term (as defined below), to hire Contractor to perform the Contractor Services, and Contractor agrees to perform such Contractor Services, as agreed to by the in writing by the parties. In the event that Client desires Contractor to perform additional Contractor Services outside this agreement both parties will negotiate a new written agreement.

2. **EXISTING UNION LINE HANDLING AGREEMENT.** The Client has an existing Line Handling Agreement with ILWU Local 53 and Newport International Terminal, titled “Lines Agreement Newport International Terminal” and dated July 23, 1996 attached hereto and made a part hereof as **Exhibit A (“1996 Lines Agreement”)**. The 1996 Lines Agreement establishes the scope of line handling in the Port of Newport and will be adhered to by Client and Contractor until said agreement is cancelled or replaced by a new agreement. Client and the Contractor shall not negotiate changes to the aforementioned 1996 Lines Agreement without written notification to the other party to this agreement and without formal written responding consent from the other party. This agreement does not alter the 1996 Lines Agreement in any way.

3. **TERM.** This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years thereafter (the “**Term**”), unless earlier terminated in accordance with the provisions of this Agreement. Client shall have the option to extend the Agreement for an additional year upon written notice by Client at least ninety (90) days prior to the expiration of the initial two (2) year Term.

4. **COMPENSATION.** In exchange for the Contractor Services performed by Contractor, Client shall pay Contractor in accordance with the rates set forth in the SOW attached hereto and made a part hereof as **Schedule A (the “Contractor Rate”)**. In addition, Contractor will issue an invoice weekly for the Contractor Services performed and expenses incurred, attaching actual bills, receipts or other evidence of expenditures. Payment is due within 30 days of Client’s receipt of the invoice.

5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor, and Contractor and its employees will not be deemed employees or agents of Client. None of the terms set forth in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Client and Contractor or any of Contractor’s employees. Contractor and its employees are

not eligible for, nor may they participate in, any employee benefit plans of Client. This engagement is nonexclusive and nothing in this Agreement will in anyway restrict the Client's right to engage others to render the same or similar services or Contractor's right to perform the same or similar services for others.

6. **CONFIDENTIALITY.**

(a) **Confidential Information.** The terms and conditions of this Agreement and any information and data of any nature including, but not limited to, all non-public data transmitted by and between the parties in connection with this Agreement (whether before or after the Effective Date), any technical, business plans, marketing, promotional, trade secrets, techniques and other non-public information from or about the disclosing party that would normally be treated as confidential by the disclosing party in the ordinary course of business shall be deemed "**Confidential Information**". The parties acknowledge that all rights to such Confidential Information, whether oral or written, disclosed to the receiving party are reserved by the disclosing party. Except as expressly permitted by this Agreement, all Confidential Information: (a) shall be held and protected by the recipient in strict confidence with at least the same degree of care that the recipient uses to safeguard its own Confidential Information; (b) shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement; (c) shall not be produced or copied, in whole or in part, except as necessary for its authorized use under this Agreement; and (d) shall not be disclosed to any other third parties without the prior written consent of the disclosing party except as necessary for the performance of the obligations under the Agreement. The obligations of confidentiality will not apply to information that (i) is properly known to the receiving party at the time of disclosure to the receiving party; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party not under a nondisclosure obligation with respect to the information; or (iv) has been approved for release by written authorization of the disclosing party. Upon the expiration or termination of this Agreement, the receiving party will return all Confidential Information to the disclosing party. It is expressly agreed that the remedy at law for breach of the agreement set forth in this Section 5(a) is inadequate and that the parties shall, in addition to any available remedies (including, without limitation, the right of offset), be entitled to injunctive relief to prevent breach or threatened breach thereof.

(b) **Disclosure Required by Law.** The receiving party may disclose the Confidential Information of the disclosing party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if the receiving party: (i) promptly notifies the disclosing party of the terms and the circumstances of that request, (ii) consults with the disclosing party, and cooperates with the disclosing party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, the receiving party is legally compelled to disclose.

7. **REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that it is fully qualified to provide the Contractor Services and that it will perform the Contractor Services in a professional and workmanlike manner and will give Client the full benefit of its knowledge, experience, judgement, and expertise in rendering advice to Client on the matters and subjects related to the Contractor Services. Contractor further represents and warrants that: (i) it has the right to enter into this Agreement and fully perform its obligations and provide the Contractor Services and/or materials hereunder, free of any conflict with any other obligations by which it may be bound; (ii) this Agreement has been executed by a duly authorized representative of Contractor; and (iii) neither the performance of the obligations and agreements, nor the furnishing of the Contractor Services and/or materials hereunder violates or infringes the intellectual property rights or

any other rights of any other party or contravenes the laws or regulations of any governmental, regulatory or judicial authority applicable to it.

8. **CLIENT COOPERATION.** Client understands the importance of cooperation with Contractor to facilitate Contractor's ability to perform the Contractor Services under this Agreement. Client shall, acting in good faith and reasonably, cooperate fully with Contractor hereunder.

9. **TERMINATION.** In addition to Client's termination rights set forth elsewhere in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other party at the notice address set forth in Section 14. Further, either party may terminate this Agreement immediately upon the other party's cessation of business, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors or filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws. If this Agreement is terminated pursuant to this Section, Client shall only be liable for payment of Contractor Services actually performed and expenses actually incurred prior to the effective date of the termination.

10. **FORCE MAJEURE.** Neither party hereto shall be liable for any loss, injury or damage out of any delay or failure of performance caused by circumstances beyond its reasonable control, or by circumstances that it could not through reasonable precaution have avoided including, but not limited to policies or restrictions of governments, wars, riots, or civil commotions, acts of God, flood, fire, earthquake, hurricane, volcanic eruption, or explosion, terrorist threats or acts, national or regional emergency, shortage of adequate power or transportation facilities, strike, lockout or stoppage or restraint of labor from whatever cause (hereinafter referred to as a "**Force Majeure Event**") and any such delay or failure of performance due to any said Force Majeure Event shall not be deemed to be a breach of or a default in the performance of this Agreement. The party prevented from performing because of a Force Majeure Event shall promptly notify the other party and shall do all things reasonably possible to remove such Force Majeure Event and, shall resume performance hereunder as soon as any such Force Majeure Event is at an end. Notwithstanding any other provisions of this Agreement, if delay in performance by either party exceeds thirty (30) days due to a Force Majeure Event, the non-delaying party may terminate this Agreement, immediately upon written notice to the delaying party, in which event all obligations and liabilities of the parties hereunder with respect to such future performance shall be discharged and terminated.

11. **INDEMNIFICATION.**

(a) Contractor shall defend, indemnify, and hold harmless Client, its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees, and assigns of each (the "**Client Indemnitees**"), from and against any and all damages, claims, demands, suits, judgments, losses, or expenses (including, without limitation, attorneys' fees and fees of other professionals) of any nature whatsoever (whether based on tort, breach of contract, product liability, patent or copyright infringement, or otherwise) arising directly or indirectly from or out of: (i) any act or omission of the Contractor or its employees, representatives, agents or affiliates; (ii) breach of any representation, warranty or other obligation under this Agreement by Contractor or its employees, representatives or agents; (iii) any personal injury (including death) or damage to property resulting from Contractor's or its employees', representatives', agents' or affiliates' acts or omissions; or (iv) a violation of any law, rule or regulation by Contractor or its employees, agents, representatives or affiliates related to this Agreement. The Client Indemnitees will give prompt notice of any Claim to Contractor, and Contractor will defend the Client Indemnitees at the Client Indemnitees'

request and at Contractor's expense. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. However, nothing contained in this Section shall be construed as an indemnity by Contractor against any loss, liability or claim (i) caused by the negligent acts or omissions of Client, its directors, officers, agents, or employees, or (ii) resulting from the unlawful or negligent actions of third parties, unless caused by the negligence or misconduct of Contractor with respect to the matters arising herein.

(b) Client shall defend, indemnify, and hold harmless Contractor, its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees, and assigns of each (the "**Contractor Indemnitees**"), from and against any and all damages, claims, demands, suits, judgments, losses, or expenses (including, without limitation, attorneys' fees and fees of other professionals) of any nature whatsoever (whether based on tort, breach of contract, product liability, patent or copyright infringement, or otherwise) arising directly or indirectly from or out of: (i) any act or omission of the Client or its employees, representatives, agents or affiliates; (ii) breach of any representation, warranty or other obligation under this Agreement by Client or its employees, representatives or agents; (iii) any personal injury (including death) or damage to property resulting from Client's or its employees', representatives', agents' or affiliates' acts or omissions; or (iv) a violation of any law, rule or regulation by Client or its employees, agents, representatives or affiliates related to this Agreement. The Contractor Indemnitees will give prompt notice of any Claim to Client, and Client will defend the Contractor Indemnitees at the Contractor Indemnitees' request and at Client's expense. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. However, nothing contained in this Section shall be construed as an indemnity by Client against any loss, liability or claim (i) caused by the negligent acts or omissions of Contractor, its directors, officers, agents, or employees, or (ii) resulting from the unlawful or negligent actions of third parties, unless caused by the negligence or misconduct of Client with respect to the matters arising herein.

12. **GOVERNING LAW AND VENUE**. This Agreement, and all its terms and conditions, shall be governed by and interpreted under the laws of the general maritime law of the United States and, to the extent there is no applicable rule of maritime law, the laws of the State of Oregon, without regard to its conflict of laws principles. Contractor and Client each hereby irrevocably agree and submit to the exclusive jurisdiction of federal courts located in Oregon, in the event any action or proceeding is commenced by either party arising from, related to or in connection with this Agreement and waive any and all objections to such jurisdiction or venue that they may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. Each party further agrees that process may be served upon such party in any manner authorized under the laws of the United States or Oregon and waives any objections that such party may otherwise have to such process.

13. **ATTORNEYS' FEES**. If an attorney shall be retained to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including any such fees awarded by the arbitrator, trial or appellate court upon trial or appeal.

14. **NOTICES**. All notices under this Agreement shall be in writing and shall be given by personal delivery, or by registered or certified mail or overnight courier, return receipt requested, to the following addresses, or such other address as designated by written notice, and shall be deemed given upon receipt:

If to Contractor:
Pasha Stevedoring & Terminals L.P.
1620 E. Terminal Way
Aberdeen, WA 98520
Attn: Tim Ryker
tim.ryker@psterminals.com

With copy to:
4040 Civic Center Dr.
San Rafael, CA 94903
Attn: Legal Department
Heather_Spring@pashanet.com

If to Client:

Aaron T. Bretz
Port of Newport
600 SE Bay Blvd.
Newport, OR 97365
Abretz@portofnewport.com

15. **MODIFICATION OF AGREEMENT**. This Agreement may only be amended, modified, or supplemented by a separate written document duly executed by an authorized representative of each party.

16. **ASSIGNMENT**. Neither this Agreement nor any right conferred hereby is assignable by any party, whether in whole or in part, without the prior written consent of the other party; provided however, that Contractor shall have the right to assign this Agreement, whether in whole or in part, to any of its parent, subsidiary or affiliated companies.

17. **NO WAIVER**. No term or provision of this Agreement shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default, by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

18. **SEVERABILITY**. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein; provided however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of all parties of this Agreement taken as a whole.

19. **SURVIVAL**. Any provision which by its terms or nature is intended to survive shall survive the termination or expiration of this Agreement.

20. **INSURANCE.**

(a) Each party shall maintain, at its sole expense, throughout the Term of this Agreement:

i. Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and cross-liability coverage with minimum limits of US \$5,000,000 written on an occurrence form basis, which can be accomplished through the combination of primary and excess/umbrella policy forms. Both shall protect Contractor, Client, affiliates and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the Contractor Services hereunder or from or out of any act or omission of Contractor, Client, or officers, directors, agents, subcontractors or employees.;

ii. Workers' Compensation Insurance for Port of Newport employees as required by applicable law, and Employer's Liability Insurance with minimum limits of US \$1,000,000; and

(b) **Insurance Procedures.** All insurance required under this Section shall: (i) include the other party, its affiliates and the officers, directors, shareholders, employees, agents and its assignees of each as additional insureds; (ii) contain an exception to any Insured versus insured or cross liability exclusions for claims brought by an additional insured against any other insured; (iii) contain a waiver of subrogation in favor of the other party and its affiliates, and the officers, directors, shareholders, employees, agents and its assignees of each; (iv) be written by companies with BEST Guide rating of A- VII or better; (v) be evidenced on certificates of insurance) and be furnished to the other party, and any failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of obligations under this clause; and (vii) in no way limit or diminish liability under any other provisions of this Agreement.

21. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC LOSS OR OTHER LOSS OF TURNOVER, PROFITS, BUSINESS OR GOODWILL).

22. **SECTION HEADINGS.** All references in this Agreement to sections are to sections of this Agreement. All section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument. The parties agree that facsimile or (.pdf) copy signatures for this Agreement shall be deemed valid and binding upon the parties and shall have the same force and effect as original signatures on the Agreement.

24. **ENTIRE AGREEMENT.** This written Agreement, including any exhibit attached hereto, constitutes the entire agreement between the parties and supersedes all prior oral and/or written understandings and agreements relating thereto. No representations, inducements, promises or agreements, oral or otherwise, between the parties not in writing herein shall be of any force or effect.

25. **CONFLICT OF PROVISIONS**. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any SOW, order form, addendum, schedule, exhibit and/or purchase order attached to this Agreement, the terms of the SOW shall prevail and govern in all instances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client:

Port of Newport

By: _____

Name: _____

Title: _____

Contractor:

Pasha Stevedoring & Terminals L.P.

By: _____

SCHEDULE A
(Page 1 of 1)

Line Handling Rates

Man, Hour Rates (Straight and O/T)	ST	OT	Ext Time (30)
2 Men	\$952.00	\$1,083.00	\$67.69
4 Men	\$1,603.00	\$1,842.00	\$115.13
6 Men	\$2,253.00	\$2,600.00	\$162.50
8 Men	\$2,903.00	\$3,360.00	\$210.00

FUTURE RATE ESCALATION

Historically all rates escalate on July 1 of each year for the ILWU Fringe Benefit and the ILWU wage increases, respectively. In the event that the information needed to implement the incremental adjustment is unknown on the July 1 dates, then PST will prepare retroactive billing to Newport International Terminal when the information is available.

LINES AGREEMENT

NEWPORT INTERNATIONAL TERMINAL

Preamble

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

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

It is further noted that this agreement shall be reviewed annually by both the Port of Newport Commission and ILWU Local 53 members.

Manning

Tie-up: Manning shall consist of six men.

Let-go: Manning shall consist of six men.

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

It is acknowledged by both parties that on occasion casual Longshoremen will be used to fill out the manning requirements. These men will be paid and treated as specified under the existing ILWU-PMA contract.

Shifting

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

Pay Scales

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

Lead Linesmen

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

Lead Linesman's Duties

Lead Linesman will be responsible for the assignment of men fore and aft. Releasing linesmen after confirming with a deck officer or pilot that no more lines will be used. Making out a time slip with all linesmen's names and numbers, along with a notation of time finished with linesmen.

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

When casuals are used as part of the manning compliment, the Lead Linesman shall, where possible, make sure a registered Longshoreman is assigned to both fore and aft groups, where they can provide professional guidance to the casuals, reducing the chances of injury and confusion.

A selection method for determining Lead Linesman status will be left to the ILWU Local No. 53.

Covered Vessels

All cargo vessels, whether working cargo or not, will be covered by this agreement; all military vessels in excess of 250 feet that are manned by civilian crews; all ocean fish processors in excess of 200 feet, and any fish processor, regardless of length, which is loading or discharging cargo; Navy, Army and Coast Guard vessels. In the case of American flag ocean processors, it is acknowledged that these vessels, because of multiple thrusters, have negotiated reduced manning at several Northwest ports; and that the Newport International Terminal, along with Local No. 53, may or may not choose to agree to special manning for these vessels.

Exempted Vessels

Navy and Coast Guard Vessels: While the Port and the ILWU shall offer the services of ILWU linesmen, it is hereby acknowledged that Navy, Coast Guard and Army vessels have traditionally provided their own linesmen. If military lines assistance is not available, ILWU personnel will be assigned.

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

Barges: Large ocean barges have usually been exempted in the use of ILWU linesmen. The Port and Local No. 53 agree that this exemption is not automatic but may be agreed upon when it is decided that a waiver is in the best interests of all parties.

Fishing Vessels: All fishing vessels are exempt from linesmen requirements.

Dispatch

Lines requirements will be notified by 4:00 p.m. on the previous day and one hour before call out. If sudden arrivals or diversions make the above impossible, Longshoremen will be called through a dispatcher or any local Longshoreman acting as a dispatcher. A two-hour overtime call out will be paid for this work.

It is agreed that this document covers the use of linesmen at the Port of Newport's Ocean Shipping Terminal only. Any or all parts of this document shall be void if found in conflict with any State or Federal laws.


Acknowledged:


Vice-President, Port of Newport


President, ILWU Local 53

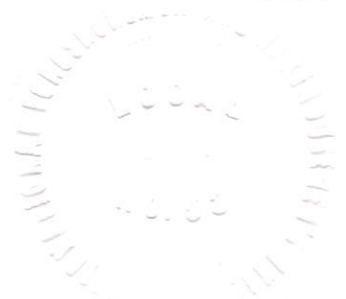

Secretary, Port of Newport


Labor Relations Representative


Secretary

July 23, 1996
Date

July 23, 1996
Date





NEW BUSINESS ITEM

DATE: *July 25, 2023*
RE: *Ordinance 100 - Modification to the Port ByLaws*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, General Manager*

BACKGROUND

During the June Commission meeting, Commissioner Kelley Retherford proposed that the title General Manager be replaced with Executive Director to align with other similar ports in Oregon.

After consulting with our attorney, it was suggested that the most appropriate way to make the change is through an ordinance changing the ByLaws, which references the power given to the General Manager.

I have made the modification with the approval of the attorney, which is enclosed for a first reading. There is no recommendation at this time, as an approval cannot be obtained until the second reading.

**PORT OF NEWPORT
ORDINANCE NO. 2023-01**

AN ORDINANCE AMENDING THE BYLAWS OF THE PORT OF NEWPORT

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

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

WHEREAS, under Part II. Board of Commissioners, Section 6 - Powers and Duties, K - Appointment/Removal of General Manager

1. The Commission confers chief executive authority to the General Manager. Specific duties of the office shall be created and amended by resolution. A resolution naming the General Manager as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS 198.340)

WHEREAS, the Commission would like to change the General Manager title to Executive Director.

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

Change of authority:

“The Commission confers chief executive authority to the Executive Director and any reference to the General Manager throughout the Bylaws shall be modified to Executive Director. A resolution naming the Executive Director as the Port's registered agent shall be forwarded to the Secretary of State and County Clerk. (ORS 198.340)



Staff Report – Business Central/Kopis Support Agreement

DATE: July 25, 2023
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Overview

Business Central is the chosen financial system for the Port. The financial system was implemented on June 1, 2022. KOPIS, who is our service provider, has provided support for the system at a cost of \$30.00 per fully licensed user per month. The Port has 14 fully licensed users for a total cost of \$420.00 per month. Since implementation, the Port has averaged 1-2 hours of support per month. Kopsis no longer includes support in the cost of the license instead, support cost is based on the number of hours of support requested.

Details

After reviewing the support for the past 12 months, the Port selected a minimal model, which is 1 hour of support each month. The Ports staff prefer to research Business Central to discover more features and how features function. We are using KOPIS for support less and less. If the Port were to exceed the 1 hour of support time, the Port would be billed at a rate of \$200 per hour and the Port can change support plans with a 30 days notice. By executing this agreement the Port is guaranteed a response time for any issues that arise and will receive upgrade assistance for major upgrades, which occur twice per year. This additionally reduces our cost of support from \$420 per month to \$200 per month.

Recommendation

I recommend the following motion:

I move the General Manager or designee execute the attached agreement with KOPIS for support of Business Central.

###



Microsoft Dynamics Business Central Implementation Support Plan Agreement

Port of Newport
7/6/23

Confidentiality Agreement

This document contains trade secrets and other proprietary information, which are the confidential property of Kopis. No part of the confidential property contained within it is to be distributed outside of the customer, in whole or in part, by any means, including, but not limited to, printed, magnetic, electronic, and verbal, without prior authorization from Kopis.

This Statement of Work (SOW) is incorporated into the Professional Services Agreement (Services Agreement) between Kopis, LLC, and Port of Newport (Client). Capitalized terms not defined herein will have the meaning ascribed to them in the Services Agreement. The provisions in this Support Plan Agreement will supersede and nullify conflicting or inconsistent provisions in the Services Agreement. All changes to this document will be managed in accordance with the process described in [Section 6](#) – Change Order Process. Unless Client signs the SOW, this document will expire 30 days after the date for signature, unless it is formally extended in writing by Kopis.

1.1 Description of Services

Kopis will provide Help Desk services to Client for their Business Central environment. Kopis will be providing the following support plan to Client:

1.2 Basic Support

Help Desk service requests should be sent to bcsupport@kopisusa.com to open a ticket with Kopis ticketing system. Tickets will be meaningfully responded to within twelve (12) business hours of receipt. Meaningful responses are defined as non-automated responses that indicate that Kopis is using reasonable effort to troubleshoot or resolve the issue. These include but are not limited to:

- attempts to setup calls or request more information
- resolution
- indication to the requestor actions being taken by the support personnel

Business hours are defined as Monday through Friday 8AM to 6PM US Eastern Time excluding US federal holidays. Changes to the ticketing process will be communicated to Client.

Kopis will bill monthly for Support Hours. Support Hours consist of Included Hours and Additional Hours. This Support Plan consists of one (1) Included Hours per month. Kopis will utilize Included Hours first for all requests before utilizing Additional Hours.

1.3 Upgrade Assistance

Twice per year, Microsoft releases major updates to Business Central. As part of that release, Kopis will work with Client as part of this Support plan to upgrade their environment. This process will be included as part of the Support Plan (no Support Plan hours will be charged with the exception of ISV and Customization updates) with the process defined here:

- Kopis will clone the Client production environment into a Sandbox environment
- Client to run pre-upgrade reports with Kopis assistance
- Kopis will schedule upgrade of the sandbox environment
- Kopis will update ISVs
- Kopis will make modifications to any customizations created by Kopis for Client to support the new version of Business Central and deploy those changes to the sandbox
- Client to run post-upgrade reports with Kopis assistance. Data validation errors to be investigated and resolved
- Kopis will perform light system testing of the sandbox. Errors to be investigated and resolved
- Client will perform User Acceptance Testing of the sandbox. Errors to be investigated and resolved
- Client to certify User Acceptance Testing environment
- Kopis/Client to schedule upgrade steps for Production environment

Changes to the Upgrade procedure will be communicated to Client.

Note: ISV (Add-on) support is not guaranteed to be covered by the Included Hours for Support. Kopis will raise tickets to ISVs on behalf of Client if the ISV supports partner tickets. Kopis will stay reasonably involved in the ticket with the ISV with Client as appropriate. Kopis time will be covered by the Support Hours in the Support plan. That is, first Kopis will utilize Included Hours and then Additional Hours.

What can Client expect to be accomplished in the Included Hours?

Examples of support requests likely to be completed within Included Hours:

- Help correcting or understanding posting problems
- Help understanding or correcting error messages
- Help understanding / demonstrating configured functionality
- Break-Fix on customizations written by Kopis
- Help raising tickets to Microsoft or other add-on software configured with Kopis' help
- Help understanding Month-End or Year-End procedures

Examples of OUT OF SCOPE support requests:

- Defining new processes in the system
- Building a new report
- Configuring a part of the system not included in the scope of a previous SOW

Kopis is happy to help Client with requests deemed OUT OF SCOPE for Support as part of a Statement of Work. In the event a request is out of scope, Kopis will notify Client and seek approval to scope & estimate the work. Kopis will present this scope & estimate to Client for approval as part of a new Statement of Work or Change Order to an existing Statement of Work.

1.4 Term

The term of the Kopis Business Central Support plan is for 12 months. Kopis will bill for Basic Support, effective August 1st, 2023. The contract will auto-renew annually. Client may choose to change plans at any time during the year by giving a 30 days notice to the account manager.

2 Kopis Billing Policy and Acceptance

- Unless otherwise noted our fees are based on the amount of time required to perform the services for which we have been engaged at our standard hourly billing rates.
- Customizations created by Kopis will be maintained by Kopis as part of the Support Contract.
- Our minimum charge is ¼ hour and this includes telephone calls, emails and meetings.
- In addition to charges for time expended, we also charge for out-of-pocket costs related to an engagement such as auto parking, delivery charges, etc. For out-of-town travel, we charge travel time in one direction to your facility, and we charge out of pocket expenses for travel, lodgings, meals, etc.
- Our minimum charge for an on-site meeting at your facility is one (1) hour at our normal rates. Our consultants commit time on their calendars to work with your staff in scheduled activities. We understand that occasionally these sessions need to be moved or cancelled and ask for at least 24 hours' notice. If less than 24 hours' notice is provided, we reserve the right to bill for half the time originally scheduled.
- KOPIS offers NET 30 terms and services are billed monthly. **Services may be suspended for all clients who do not pay for outstanding invoices. Services are suspended once outstanding invoices are 15 days past due.**

3 Professional Services Summary

3.1 KOPIS Monthly Support Fees

Kopis will charge the Monthly Amount below for each month for the duration of this support agreement. The Client will be charged the Monthly Amount, regardless of the actual time spent in the month. If actual support for the Client exceeds the Included Monthly Hours, Kopis will invoice for the additional hours at the hourly rate of \$200 per hour.

SUMMARY OF ESTIMATED MONTHLY COSTS			
Task Description	Included Monthly Hours	Hourly Rate	Monthly Amount
Dynamics 365 Business Central Support	1	\$200	\$200
Total Monthly Cost			\$200

3.2 Payment

Kopis will send to Client monthly invoices as services are rendered to be paid within 30 days of the invoice date. Kopis reserves the right to suspend services under this agreement if a payment is more than 15 days past due. Services will resume when Client satisfies a delinquent payment.

4 Document Approval

This Statement of Work will expire in 30 days from the date delivered unless approved and returned to Kopsis.

Port of Newport

Kopsis, LLC

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date



FINANCE DEPARTMENT MONTHLY REPORT

DATE: July 25, 2023
PERIOD: July 1 to June 30, 2023
TO: Paula Miranda, General Manager
ISSUED BY: Mark Brown, Director of Finance and Business Services

Financial Reports are included through June 30, 2023 for all funds.

Issues of Importance

Audit

- We have provided all the necessary data to the auditors and are waiting to see if they need additional information, we do not believe they will. With the transition to the new accounting system, there was some uncertainty, so I would expect an audit note.

Financial/ERP System/PacSoft

- PacSoft is now integrated into Business Central, daily transactions are automatically loaded into Business Central. The import issue from PacSoft to BC was corrected, Port staff review the imported data daily to assure transaction are posting correctly. Once there is a high level of confidence in the posting the posting process will be automated.

RV Park and Marina

- In June 2023 the main RV Park achieved 97% occupancy; the Annex 67%, and dry camp 20% occupancy.
- The Marina had a 90 % occupancy rate for the month of June.
- We have had some complaints about the RV park phones not being answered, I have verified that phones are only allowed to go to voicemail as a last resort, answering calls is a priority.

Employee Handbook

This is being delayed, there is a new law - Oregon Paid Leave, which needs to be incorporated and the legislator is in session, new laws may be passed that would need to be incorporated into the manual, after session, we will take another look at updating the Handbook.

Fiscal Manual

- The development of a new Fiscal Manual is delayed.

Profit and Loss -

The financial reports through June 2023 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 June 30, the Port General Fund had a cash balance of **\$2,253,819; \$1,140,000 is restricted and can be used only for the Rogue Seawall (State of Oregon Grant), leaving an available cash balance of \$1,117,461.81.

** All checks are being written out of the General Operating Fund, the NOAA Lease Revenue Fund owes the General Operating Fund for those expenses, we are working through the correct transfers over the next week.

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

All Departments

• Operating Revenue is favorable by	\$1,294,194
• Operating expenses are favorable by	\$2,845,158
• Operating Income is favorable by	\$4,139,352
• Non-Operating Revenue is unfavorable by	\$6,274,835
• Non-Operating Expenses are favorable by	\$7,675,629
• Non-Operating Income is favorable by	\$1,400,793
• Net income is favorable by	\$5,540,146

Operating Revenue changed because transactions had not been properly posted once posted a dramatic change in Revenue occurred.

Non-Operating Revenue is unfavorable since the Port estimates it's Grant Revenue based on all projects being included in the budget, since not all grant revenue was received, it caused an unfavorable budget. This also occurs in Non-Operating Expenses, with the opposite result, we consistently underspend this budget.

Administration

• Operating Revenue is unfavorable by	\$ 1,751
• Operating Expenses are favorable by	\$ 537,269
• Operating Income is favorable by	\$ 535,518
• Non-Operating Revenue is unfavorable by	\$3,088,691
• Non-Operating Expenses are favorable by	\$ 789,797
• Non-Operating Income is unfavorable by	\$2,298,894
• Net income is unfavorable by	\$1,763,376

International Terminal

• Operating Revenue is favorable by	\$ 62,880
• Operating expenses are favorable by	\$1,001,983

- **Operating Revenue** is favorable by \$1,064,863
- **Non-Operating Revenue** is favorable by \$ 71,611
- **Non-Operating Expenses** are favorable by \$2,713,607
- **Non-Operating Income** is favorable by \$2,785,218

Commercial Marina

- **Operating Revenue** is favorable by \$ 123,873
- **Operating expenses** are favorable by \$1,151,322
- **Operating Income** is favorable by \$1,275,195
- **Non-Operating Revenue** is unfavorable by \$ 322,500
- **Non-Operating Expenses** are favorable by \$1,294,094
- **Non-Operating Income** is favorable by \$ 971,594
- **Overall, Net income** is favorable by \$2,246,790

South Beach

- **Operating Revenue** is favorable by \$1,109,192
- **Operating expenses** are favorable by \$ 373,633
- **Operating Income** is favorable by \$1,482,825
- **Non-Operating Revenue** is unfavorable by \$2,935,255
- **Non-Operating Expenses** are favorable by \$2,878,131
- **Non-Operating Income** is unfavorable by \$ 57,125
- **Overall, Net income** is favorable by \$1,425,700

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

**NOAA Lease Revenue Fund
Balance Sheet**

As of March 31, the NOAA Lease revenue Fund had a cash balance of \$4,345,280 with an available balance of \$2,582,559; the remaining \$1,761,721 is reserved for the annual maximum debt service payment on bonds, as required in the bond contract.

Income Statement

Budget vs. Actuals

- **Operating Revenue** is favorable by \$348,693
- **Operating expenses** are favorable by \$769,762
- **Operating Income** is favorable by \$1,118,454
- **Non-Operating Revenue** is unfavorable by \$264
- **Non-Operating Expenses** are unfavorable by \$18,340
- **Non-Operating Income** is unfavorable by \$18,663
- **Net income** is favorable by \$1,099,791

NOAA Capital Maintenance Fund

- Cash available \$1,923,900

**Bonded Debt Fund:
Balance Sheet**

- Cash available \$134,639

Income Statement

Budget vs. Actuals

- **Operating Revenue** is unfavorable by \$19,563

Construction Fund:

- Cash available \$13,146

Facility Maintenance Fund:

- Cash available \$537,521

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**RV Park & Recreational Marina
Occupancy Report**

Date: July 25, 2023

RE: Month ending June 30, 2023

To: Mark Brown, Director of Finance

Issued By: Neva Rogers, RV Park and Marina Supervisor

- Overall
- June 2022 63.03% vs June 2023 61.86% a decrease of 1.17%
- Main RV Park
- June 2022 90.51% vs June 2023 97.90% an increase of 7.39%
- Annex
- June 2022 75.90% vs June 2023 67.44% a decrease of 8.46%
- Dry Camp
- June 2022 22.67% vs June 2023 20.24% a decrease of 2.43%
- SB Non-Transient Slips
- June 2022 94.19% vs June 2023 90.26% a decrease of 3.93%
- SB Transient Slips
- June 2022 23.52% vs June 2023 45% an increase of 21.48%

June has seen ups and downs in the overall (Main, Annex, and Dry camp) reservations. Wind has played a significant factor. We are seeing increasingly guests bypass the Annex if they cannot get a reservation in the main park and the occupancy rates are showing that.

Over weekends, when the weather is good, the Port has more reservations for Transient moorage. As for Non-Transient slips, we have boaters wait for summer downwind slips, they use Transient moorage until they get the slip they truly want as opposed to paying for a semi-annual slip that they are not comfortable with taking.

Baseball tournaments have been in the area, we have had many guests come and stay with us for their convenience and the facilities we can offer them. Reservations remain strong for the remainder of the summer. Online reservations are very good for the remaining days of summer and filling up where guests can find openings.



DIRECTOR OF OPERATIONS REPORT

DATE: 7/20/2023
PERIOD: June 2023-July 2023
TO: Paula J. Miranda, General Manager
ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:

South Beach has remained busy through the month as has the Commercial Marina. The Terminal has been steady; they've been doing some painting and other projects this month. I've been attending meetings with the Corps and various permitting agencies, working on lining up permits for work in the upcoming winters including South Beach and Terminal dredging, Port Dock 7 (both replacement and temporary fixes), and lining up the contract to start the plan for the RV Park Annex construction project. Big River completed preparations at the NOAA sand pile to start dredging at the end of August. The fireworks were much more manageable this year; the crowds were not nearly as rowdy.

Detail:

- **Army Corps CAP Section 107 Project (Commercial Marina Channel Dredging)**

The details for the sediment sampling plan have been worked out; our consultants combined the requirements for the Corps project with the sediment sampling requirements for the Port Dock 7/Fishing Pier projects and generated cost estimates. The combined effort is over \$700K because of lengthy time on site with a barge and drill rig, and the depth at which the Corps requires samples to be taken. I've been working to be sure the contractors and subcontractors are on the same page as the Army Corps project folks; we get credit towards our cost share agreement from the Port's portion of the Corps sampling, but before the sampling takes place I'm trying to be sure it's exactly what the Corps will need in their analysis.

- **RORO Dock Piling Assessment**

Permitting is still underway for the piling repair and wraps with the intent to perform this work over the coming winter; nothing new to report.

- **Wave Energy Component Tariff Modifications/Stevedoring Services**

Edits are in the meeting packet for Commission Approval. See my report regarding Stevedoring services; I spent a fair amount of time this month trying to work out an arrangement for lines at the Terminal due to rising insurance premiums.

- **Port Dock 7 Planning**

We received eelgrass data on the Port Dock 7 area from the Army Corps that shows very little (if any) eelgrass in the PD7 project area. The transects are a little sparse, however and we would prefer to have more detailed data to submit with our permits so we've asked a survey company to conduct a more detailed survey that will have the sufficient level of data to submit our permits for the Port Dock 7 project when we have the other details we will need.

I had a meeting with our consultants and the Army Corps Section 408 staff, to briefly discuss our permitting needs for the South Beach breakwater improvements that will be in conjunction with a new Public Fishing Pier. Included were Corps personnel, DLCDC, ODFW, and our consultants.

The combined sediment sampling plan for the CAP Section 107 project and the Port Dock 7 project will be about \$725K to accomplish. It will involve a barge and drill rig on site, 2 days of mobilization and two weeks of work plus extensive lab analysis of the samples of several different types from both sides of the bay. I am working with the Corps currently to ensure that the work is exactly of the scope they need, and we are using their specialists to ensure that the estimates for cost are appropriate, and at the best rate possible.

- **Dredging**

The disposal site is finished and ready for the upcoming dredging operation.

Permitting work is ongoing for the South Beach dredging project; the time period has just started for DEQ to issue the 401 water quality certification.

- **RV Park Annex Redesign**

See report

Newport International Terminal- Don Moon, Supervisor

Billable Services Performed this Period (june)

Forklift –59 hrs

Moorage – 110 Days

30 Ton Hydraulic Cran

Hoist Dock Tie Up –74. hrs

Hoist Dock Tie Up –73.5 hrs

Labor – 76.5 hrs

120V power – 0 hrs

Other Overtime Billed 14.25 hrs

208V power – 125 Days

Special Projects: *(Not regular maintenance & repair tasks. Enter project name and notes)*

Completed In Progress Re-crome and seal big hyster main cylinder

Completed In Progress re-paint big forklift and inspect transmission.

Labor – 113.5 hrs

120V power – 0 hrs

Other Overtime Billed 1.5 hrs

208V power – 143 Days

Special Projects: *(Not regular maintenance & repair tasks. Enter project name and notes)*

Completed In Progress Re-crome and seal big hyster main cylinder

Completed In Progress re-paint big forklift and inspect transmission.

Commercial Marina / South Beach Marina Harbormaster- Kody Robinson **Billable Services Performed this Period:**

Commercial Marina:

Special Projects: *(Not regular maintenance & repair tasks. Enter project name and notes)*

Completed In Progress We've started installing the parking poles and signs for the new admin office. We just received a new drill bit so we can finish off this project, but we have the majority of the poles and signs installed.

Completed In Progress We installed bollards around the Ac units of the new office.

Completed In Progress Dock 3 and dock 5 parking lots have been resurfaced and the pot holes fixed.

Completed In Progress We installed the new flagpole in front of the new office. We have it up already, we just need to go back over it with a polisher that is on its way, wire in the light and do some finishing work on the concrete to make it look a bit better.

Other: *(Enter issues, events, large purchases, and other notable items)*

- We've been using the tug quite a bit lately, to move vessels and barges around the marinas, since our skiff is down. The tug needs a haul out, to inspect the hull integrity as well as to get a fresh coat of bottom paint. All the topside work can get done in house, overall, the tug is in great shape and is running very well.
- The outside of dock 7, specifically 7(e) is starting to fail. The wood structure is starting to rot, and there is not much good material to work with. We'll try to get some through rods into the dock in a few places to keep things together, but the dock has reached the end of its useful life.

Challenges:

- **We haven't run into many challenges this month, besides being a one crewmember short. We did get another new hire and are back to a full crew.**

- **This year we were going to attempt to keep people off the hoist dock and out of our parking lots for the 4th of July to mitigate the risk of injury, fire and theft. This is something new and we will and have already received push back from the fisherman and the public. I think it's a good idea, but this change will be a challenge none the less for my crew and TCB.**

NOAA MOC-P Jim Durkee, Maintenance Supervisor

Special Projects:

Vessels Using the Facility Since My Last Report – NOAA vessels Hi'ialikai & Bell M. Shimada, R/V Sally Ride, R/V Thomas G. Thompson, USACOE Dredge Yaquina.

Cleaning up landscaping along fence perimeter & parking areas.

Pier Cleaning before foot race & vessel arrivals.

July 4th, pier & parking lot lights shut down for fireworks display.

Tsunami Drill to HMSC rooftop.

Andrew to Climatech in Portland for additional Building Automation System training.

Dredge spoil site is prepared.