PORT OF NEWPORT COMMISSION MEETING

Tuesday, July 28, 2026, 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 at https://www.portofnewport.com/2026-07-28-2026-commission-july-28-2026-6-00-p-m

Anyone interested in making virtual public comment must complete the form on our website and submit it by 11:00 a.m. on Monday, July 27, 2026.

I. Call to Order

II. Changes to the Agenda

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

IV. Consent Calendar 2026

A. Minutes……………………………………………June 23 and July 7.........Page 2
B. Financial Reports...Page 7
C. Accounts Paid..Page 31
D. Appointment of Budget Officer...Page 33

V. Old Business

A. Appointment of Council Liaisons - *Miranda*...Page 34
B. Approval of IGA Update with DSL Regarding ADVs – *Bretz*..................Page 38
C. Approval of Amendment to KPFF Agreement Regarding NOAA Pier Repair – *Bretz*...Page 71

VI. New Business

A. Employee Anniversary Recognition – 5 Years – Gloria Tucker
B. Rejection of Bids for PD5 and 3 Electrical Upgrade - *Bretz*..................Page 72

VII. Staff Reports

A. Executive Director Report – *Miranda – Oral Report*
1. Director of Finance and Business Services – *Brown*.............................Page 73
2. Director of Operations/Deputy Executive Director - *Bretz*.....................Page 90

VIII. Commissioner Reports

IX. Calendar/Future Considerations 2026

Next Commission Meeting…………………………………………………August 25, 2026

X. Public Comment

XI. Adjournment

June 23, 2026
6:00 P.M.
Newport, OR

PORT OF NEWPORT COMMISSION MINUTES

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

The Port of Newport Commission met on the above date and time at the Administration Building, 600 SE Bay Blvd., and virtually via Microsoft Teams. In attendance were Commissioners Sylvia, Retherford, Ruddiman, Dziak, and Osborne. Also in attendance were Executive Director Paula Miranda, Deputy Executive Director Aaron Bretz, Director of Finance and Business Services Mark Brown, and Administrative Assistant Gloria Tucker. Members of the audience included Rex Capri, Laura Rittall, Diane Henkels, Shannon Tower, Laura Wilkeson, and Summit PR Representative Angela Nebel. Rittall, Henkels, Tower, and Wilkeson attended online.

BUDGET HEARING

Approval of Resolution 2026-04 Adopting the Budget, Making Appropriations, and Categorizing the Tax. Sylvia opened the public hearing at 6:00 p.m. Brown reported the budget included was approved by the Budget Committee. He stated at this point the Commission can make any changes to the budget up to 10 percent. He indicated if the change is greater, then the Commission would need to have another budget hearing. He noted there will be a supplemental budget for NOAA. He added the Port received the bids back, and they will be about $487,000 to $500,000. He explained [the supplemental budget] may need to have a special meeting.

Brown reported repairs are going to start early next month, and staff want to make sure the funds are approved before they start work. He noted it will be $500,000 in and out. Miranda recommended a virtual meeting. She explained the insurance is paying for the repairs. Dziak confirmed with staff the tax rate is the same as last year. Retherford clarified with staff that the budget message mentioning the ConnectOregon grant did not need to be updated to approve the budget. There was no further public comment.

MOTION was made by Dziak, seconded by Ruddiman, to adopt the budget for Fiscal Year 2026 as stated in Resolution No. 2026-04. Sylvia, Ruddiman, Dziak, and Osborne voted in favor. Retherford abstained due to missing the Budget Committee meeting.

Sylvia closed the public hearing at 6:06 p.m.

REGULAR SESSION

PUBLIC COMMENT

Henkels, co-historian of the Yaquina Bay Yacht Club, stated it has been about two years since she last spoke to Commission. She encouraged the Commission to visit in person and introduced the Vice Commodore.

Rittell, Vice Commodore of the Yaquina Bay Yacht Club, stated she has been a member of the club for about five years. She noted when she joined she was new to the area and sailing. She explained joining this club helped her engage with the community and become a pretty good sailor. She indicated the club has about 100 memberships that help support their events. She added the club has two to four regattas a year, high school sailing classes, and a youth regatta.

Rittall stated they had about 20 high schoolers in the classes, and the youth regatta drew 60 kids and their families from all over Oregon and Washington. She noted between April and October, Wednesday night racing makes a great show for folks visiting the bayfront. She indicated this year's Sailstice brought more than 50 people out on the boats. She added the club has had a lease with the Port since 2004, and it is one of the best spaces [to rent] for events because of the view. She invited Commission to attend events, their monthly potlucks, September tour of boats, and chili contest in January.

Retherford stated it is nice to have the club in the community. She noted it's beautiful to see activities for kids and families. She added she thinks what they are doing is wonderful and important to have. Miranda reminded Henkels that whenever the club has events, the Port is happy to share it on Facebook.

CONSENT CALENDAR

MOTION was made by Ruddiman, seconded by Dziak, to approve the consent calendar as presented. Sylvia, Retherford, Ruddiman, Dziak, and Osborne voted in favor.

STAFF REPORTS

Executive Director Report. Sylvia introduced the agenda item. Miranda presented her report included in the packet. She suggested naming an alternate representative to the Cascades West Area Commission on Transportation at the next meeting.

Sylvia asked what the cancellation policy at the RV Park and Marina is. Miranda replied it varies on why it was cancelled and how far in advance. Brown noted the policy is included with the rates list.

Sylvia asked if there is some kind of security device beyond what the Port has to help minimize damage to the restrooms. Bretz replied the Port can add more cameras, but everything can be defeated in some way.

Dziak asked what are some of the changes at Eugene airport. Miranda replied they are investing $400 million into the Eugene airport. She noted that would allow them to have more flights throughout the nation and international flights, which is better for Newport.

Retherford confirmed with staff the Commercial Fishing User Group will meet tomorrow. Brown noted DEQ fined Pacific Seafood $20 million. Miranda noted the fine was mainly for their operations at Brookings Harbor.

Sylvia asked Brown to comment on his financial analysis of ports in Astoria, Coos Bay, and Newport. Brown stated he thought it would be interesting to see how Newport compares with other ports. He noted Newport's reserves are significantly less than other ports. He indicated the Port is in decent shape, although loss of Rogue will hurt it. He added if the Port does it right, in the long run, [Rogue's loss] may help the Port diversify income streams, increase income streams, and give more stable funding. Miranda stated, hopefully, as the Port keeps NOAA, some of those funds will help build better reserves. Brown noted NOAA bonds will be paid off in 2031.

Retherford asked if the Port starts getting into the red, if staff will let them know. Brown replied the Port's reserves are too low, and the Port is not in great shape [in that regard]. He stated the Port needs to be very conservative and careful with cash. Retherford stated if something changes dramatically, to let Commission know. Sylvia confirmed with staff the Port can pay its bills.

Sylvia noted the Port has had to put off the Strategic Plan [because of Business Oregon funding]. He stated that means the Port is not thinking long term, and that weighs on them as Commissioners. He asked how much does the Port need in reserves for real contingencies; how does the Port build up reserves; and what does it mean in terms of budgeting and financing. He suggested in a work session or strategic planning, it would be good to get this figured out, not that there is an easy solution. Miranda suggested a work session. She stated that is part of the Port's fiscal manual. She noted the strategic plan should help with attraction of customers and retention of customers. Discussion ensued on strategic planning and finances. Miranda suggested doing a work session on different topics. Sylvia asked do Commissioners really know all the Port infrastructure and assets, and at what point do they need to worry about them. Retherford suggested a tour of each asset, maybe a report card. Miranda noted tours could be tied into WHA assessments of Port property for insurance. Sylvia summarized Commissioners want to better understand assets and then work on long term planning for the Port. Miranda stated she would come back with a work session plan.

Osborne asked for explanation of the aging report. He stated he knows in the scope of a $23 million budget, this is pocket change, but accounts with $1,000 or more [owed] add up to $203,000. He noted he knows a lot of this is going to be written off, this is talking about people's livelihoods, and it's better than it has been in the past. He indicated on previous months, two delinquent accounts, one $8,000 and one for almost $6,000, have been due over 90 days for some time but are not on the newest report. He asked have they been paid off or not. Brown explained the first is still on the list [under a different name] and discussions are ongoing.

Retherford noted she is on the aging report, but she doesn't owe anything. She stated there was a changeover in the accounting system and some things are left over. Osborne stated several of these accounts have been on here since February as over 90 days. He asked at what point does the Port seize boats. Miranda explained when the Port seizes a boat, the Port is stuck with it and has to pay to dispose of it. She noted sometimes Commission may not see payment for a while because [fishermen] are waiting for the next fishing opportunity. Brown explained that when accounts go to collections or when accounts are paid, they are dropped from the aging report. Osborne noted he is concerned because a lot of money is owed to the Port and has been on the books for a while. Discussion ensued on the policy for payment.

Sylvia asked is there a trend in this that suggests problems for the future, anything that is not the normal turn of a fishing industry. Brown replied he thinks this is less than normal, and the new system is helping staff take care of these issues. He explained in South Beach it is better, and in commercial it is the same as it's ever been. He added there are people who don't pay, and there will always be people who don't pay.

Bretz stated the trend he sees happening is more people walking away from boats in worse state of repair than in the past. He reported he has seen the material condition of boats going down, more people walking away, and more people coming in and taking possession of boats who aren't going to do anything with them. Sylvia confirmed with staff that is on both sides. Bretz noted there is a generation of boats that are dying, and that generation of boats was supported by a certain economic engine. He stated those industries have changed, and the boats replacing them are not the same type. He explained how recreational boats have changed from the past.

COMMISSIONER REPORTS

Retherford thanked Miranda for her leadership and representation of the Port during the PNWA conference.

ADJOURNMENT

Having no further business the meeting adjourned at 8:08 p.m.

July 7, 2026
9:00 A.M.
Newport, OR

PORT OF NEWPORT COMMISSION SPECIAL MEETING 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 virtually via Microsoft Teams. In attendance were Commissioners Sylvia, Retherford, Ruddiman, Dziak, and Osborne. Also in attendance were Executive Director Paula Miranda, Deputy Executive Director Aaron Bretz, Director of Finance and Business Services Mark Brown, and Administrative Assistant Gloria Tucker.

BUDGET HEARING

Approval of Resolution 2026-05 Adopting a Supplemental Budget. Sylvia opened the public hearing at 9:01 a.m. Brown presented his report included in the packet. There was no public comment.

MOTION was made by Retherford, seconded by Osborne, to adopt Resolution No. 2026-05, approving a budget adjustment to the NOAA Lease Revenue Fund, increasing both revenue and expenditure authority by $530,000, for a total authority of $4,780,000. Sylvia, Retherford, Ruddiman, Dziak, and Osborne voted in favor.

Sylvia closed the public hearing at 9:03 a.m.

ADJOURNMENT

Having no further business, the meeting adjourned at 9:04 a.m.

BALANCE SHEET

Period: 07/01/25..05/31/26

PORTWIDE -

All funds

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	3,398,870	5,728,944	-2,330,075
Funds received, not cleared	746,506	15,153	731,353
Interfund Receivable	59,142	22,373	36,769
Interfund Payable	-59,142	-22,373	-36,769
Total Cash	**4,145,376**	**5,744,097**	**-1,598,721**
Other Currrent Assets			
Cash on hand - Petty Cash	300	300	
Cash on hand - Cash Drawers	975	975	
Accounts Receivable	15,578,843	3,285,684	12,293,159
Property Tax Receivable	42,619	44,284	-1,665
Lease Receivable Current	13,923,387	2,451,823	11,471,564
Allowance for Bad Debt	-50,076	-50,000	-76
Prepaid Expenses	427,206	423,045	4,162
Total Other Current Assets	**29,923,255**	**6,156,112**	**23,767,143**
Current Assets, Total	**20,161,766**	**9,426,474**	**10,735,292**
Total Non-current Assets	**66,517,491**	**84,067,436**	**-17,549,946**
Deferred Outflows of Resources	**-386,121**	**-94,348**	**-291,773**
Assets, Total	**86,293,136**	**93,399,562**	**-7,106,426**
Liabilities			
Accounts Payable	-113,689	140,798	-254,487
Deposits	2,180	408,777	-406,597
Unearned Revenue	411,455	252,320	159,135
Other current liabilities	3,699,381	2,922,883	776,498
Total Current Liabilities	**3,999,327**	**3,724,778**	**274,549**
Total Non Current Liabilities	**24,240,213**	**26,907,053**	**-2,666,840**
PERS Deferred Inflows	**339,252**	**350,205**	**-10,953**
Total Liabilities	**42,410,186**	**49,659,150**	**-7,248,964**
Restricted Fund Balance	-7,827,558	-8,298,090	470,532
Committed Fund Balance	432,000	432,000	
Assigned (Grant Match)	667,000	667,000	
Assigned (Asset Reserves)	28,377		28,377
Assigned (Reserves)	2,238,576	3,344,908	-1,106,332
Assigned (Land Improvements)	54,790	30,328	24,461
Total Assigned Fund Balance	**2,988,743**	**4,042,237**	**-1,053,494**
Unrestricted fund Balance	39,935,082	40,892,468	-957,386
Contributed Capital	7,130,788	7,130,788	
Total Fund Balance	**42,659,055**	**44,199,403**	**-1,540,348**
Net asset change	-848,032	559,132	-1,407,164
Net Assets	**43,882,950**	**43,740,413**	**142,538**

BALANCE SHEET

Period: 07/01/25..05/31/26

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	-1,407,546	392,195	-1,799,740
Funds received, not cleared	746,506	15,153	731,353
Interfund Receivable	59,142		59,142
Interfund Payable		-22,373	22,373
Total Cash	**-601,897**	**384,975**	**-986,872**
Other Currrent Assets			
Cash on hand - Petty Cash	300	300	
Cash on hand - Cash Drawers	975	975	
Accounts Receivable	1,690,897	1,329,981	360,917
Property Tax Receivable	7,365	6,597	768
Lease Receivable Current	307,144	533,807	-226,663
Allowance for Bad Debt	-50,000	-50,000	
Prepaid Expenses	294,349	278,077	16,272
Total Other Current Assets	**2,251,030**	**2,099,736**	**151,294**
Current Assets, Total	**1,334,624**	**1,966,680**	**-632,056**
Total Non-current Assets	**50,758,394**	**51,148,162**	**-389,768**
Deferred Outflows of Resources	**-1,150,880**	**-929,920**	**-220,960**
Assets, Total	**50,942,138**	**52,184,922**	**-1,242,784**
Liabilities			
Accounts Payable	-120,135	122,808	-242,943
Deposits	2,180	408,777	-406,597
Unearned Revenue	411,455	252,320	159,135
Other current liabilities	1,571,516	893,854	677,662
Total Current Liabilities	**1,865,015**	**1,677,758**	**187,257**
Total Non Current Liabilities	**6,580,800**	**7,223,603**	**-642,803**
PERS Deferred Inflows	**322,289**	**332,694**	**-10,405**
Total Liabilities	**9,554,748**	**10,752,419**	**-1,197,671**
Assigned (Grant Match)	667,000	667,000	
Assigned (Reserves)	500,000	500,000	
Total Assigned Fund Balance	**1,167,000**	**1,167,000**	
Unrestricted fund Balance	32,209,145	33,383,850	-1,174,705
Contributed Capital	7,130,788	7,130,788	
Total Fund Balance	**40,506,933**	**41,681,638**	**-1,174,705**
Net asset change	-701,101	835,888	-1,536,989
Net Assets	**41,387,390**	**41,432,503**	**-45,113**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	1,025,637	528,000	497,637
Moorage	2,346,136	2,321,000	25,136
RV Park Space Rentals	967,406	1,466,667	-499,261
Services & Fees	1,328,343	1,211,199	117,145
Dredging Surchage	13,342		13,342
Property Tax Revenue	137,043		137,043
Discounts and Misc income	343,986	66,083	277,902
Total Operating Revenue	***6,161,892***	***5,592,949***	***568,943***
Expenses			
Salaries and Wages	1,913,111	2,025,773	-112,662
Payroll Taxes and Benefits	943,139	1,154,476	-211,337
Total Wages and Salaries	*2,856,250*	*3,180,249*	*-323,999*
Materials and Services			
Liability Insurance	364,609	364,375	234
Professional & Contracted Services	620,905	1,652,292	-1,031,387
Office Expenses/IT	234,544	141,533	93,010
Bad Debt Expense	535,588	154,458	381,130
Utilities	621,139	637,083	-15,945
Sub Total Material and Services	*2,376,783*	*2,949,742*	*-572,958*
Other Material and Services	880,496	2,006,480	-1,125,984
Total Material and Services	*3,257,280*	*4,956,222*	*-1,698,942*
Total Operating Expenses	**6,113,529**	**8,136,471**	**-2,022,941**
OPERATING INCOME (LOSS)	**48,362**	**-2,543,522**	**2,591,884**
NON-OPERATING ACTIVITIES			
Revenues			
Grants	2,031,259	2,478,250	-446,991
Interest	26,448	11,000	15,448
Other	745,866	2,644,982	-1,899,116
Total Non-Operating Revenues	***2,803,573***	***5,134,232***	***-2,330,659***
Capital Outlays	2,682,852	4,704,125	-2,021,273
Debt Service	803,801	896,933	-93,132
Total Non-Operating Expenses	*3,553,036*	*5,682,128*	*-2,129,092*
Total Non-Operating Income (Loss)	*-749,463*	*-547,896*	*-201,568*
Income/(Loss) before Loans & Deprec	**-701,101**	**-3,091,418**	**2,390,317**
Depreciation	1,832,617		1,832,617
Overhead allocation	-186,219		-186,219
TTL OH, Dep & Loans	*1,646,398*		*1,646,398*
NET INCOME (LOSS)	**-2,347,499**	**-3,091,418**	**743,919**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

000 - Non-Departmental

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Expenses			
Materials and Services			
NON-OPERATING ACTIVITIES			
Revenues			
Interest		11,000	-11,000
Other	700,000	2,644,982	-1,944,982
Total Non-Operating Revenues	***700,000***	***2,655,982***	***-1,955,982***
Capital Outlays	41,047		41,047
Debt Service	529,654	637,083	-107,429
Total Non-Operating Expenses	*622,084*	*718,153*	*-96,069*
Total Non-Operating Income (Loss)	*77,916*	*1,937,829*	*-1,859,913*
Income/(Loss) before Loans & Deprec	**77,916**	**1,937,829**	**-1,859,913**
NET INCOME (LOSS)	**77,916**	**1,937,829**	**-1,859,913**

Period: 07/01/25..05/31/26

Port of Newport

General Fund

100 - Administrative

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Services & Fees	6,357	64,167	-57,811
Property Tax Revenue	137,043		137,043
Discounts and Misc income	63,985		63,985
Total Operating Revenue	***207,384***	***64,167***	***143,217***
Expenses			
Salaries and Wages	735,271	764,486	-29,215
Payroll Taxes and Benefits	340,697	371,269	-30,572
Total Wages and Salaries	*1,075,968*	*1,135,756*	*-59,787*
Materials and Services			
Liability Insurance	338,115	352,917	-14,801
Professional & Contracted Services	215,125	481,250	-266,125
Office Expenses/IT	217,221	99,000	118,221
Utilities	44,643	55,000	-10,357
Sub Total Material and Services	*815,105*	*988,167*	*-173,062*
Other Material and Services	171,652	169,555	2,097
Total Material and Services	*986,757*	*1,157,722*	*-170,965*
Total Operating Expenses	**2,062,725**	**2,293,478**	**-230,752**
OPERATING INCOME (LOSS)	**-1,855,341**	**-2,229,311**	**373,969**
NON-OPERATING ACTIVITIES			
Revenues			
Grants		120,000	-120,000
Interest	26,448		26,448
Total Non-Operating Revenues	***26,448***	***120,000***	***-93,552***
Debt Service	51,375	45,000	6,375
Total Non-Operating Expenses	*51,375*	*45,000*	*6,375*
Total Non-Operating Income (Loss)	*-24,927*	*75,000*	*-99,927*
Income/(Loss) before Loans & Deprec	**-1,880,268**	**-2,154,311**	**274,042**
Depreciation	92,905		92,905
Overhead allocation	-1,332,504		-1,332,504
TTL OH, Dep & Loans	*-1,239,599*		*-1,239,599*
NET INCOME (LOSS)	**-640,670**	**-2,154,311**	**1,513,641**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

300 - Commercial Marina

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	181,230	151,250	29,980
Moorage	903,436	660,000	243,436
Services & Fees	402,944	323,583	79,361
Discounts and Misc income	292,513	34,833	257,680
Total Operating Revenue	***1,780,124***	***1,169,667***	***610,457***
Expenses			
Salaries and Wages	395,477	478,894	-83,418
Payroll Taxes and Benefits	191,392	299,432	-108,040
Total Wages and Salaries	*586,869*	*778,326*	*-191,457*
Materials and Services			
Liability Insurance	3,412	5,958	-2,546
Professional & Contracted Services	249,296	653,125	-403,829
Office Expenses/IT	1,904	1,742	162
Bad Debt Expense	-694	82,500	-83,194
Utilities	199,353	165,000	34,353
Sub Total Material and Services	*453,271*	*908,325*	*-455,054*
Other Material and Services	359,241	387,325	-28,084
Total Material and Services	*812,511*	*1,295,650*	*-483,138*
Total Operating Expenses	**1,399,380**	**2,073,976**	**-674,596**
OPERATING INCOME (LOSS)	**380,744**	**-904,309**	**1,285,053**
NON-OPERATING ACTIVITIES			
Revenues			
Grants	126,941	450,000	-323,059
Other	45,866		45,866
Total Non-Operating Revenues	***172,807***	***450,000***	***-277,193***
Capital Outlays	245,664	364,000	-118,336
Total Non-Operating Expenses	*245,664*	*364,000*	*-118,336*
Total Non-Operating Income (Loss)	*-72,857*	*86,000*	*-158,857*
Income/(Loss) before Loans & Deprec	**307,887**	**-818,309**	**1,126,197**
Depreciation	139,409		139,409
Overhead allocation	474,644		474,644
TTL OH, Dep & Loans	*614,053*		*614,053*
NET INCOME (LOSS)	**-306,166**	**-818,309**	**512,144**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

International Terminal

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	375,121	156,750	218,371
Moorage	163,387	229,167	-65,779
Services & Fees	672,227	524,975	147,252
Dredging Surchage	7		7
Discounts and Misc income	66	55,000	-54,934
Total Operating Revenue	***1,210,809***	***965,892***	***244,917***
Expenses			
Salaries and Wages	184,540	208,710	-24,170
Payroll Taxes and Benefits	88,660	105,548	-16,887
Total Wages and Salaries	*273,200*	*314,258*	*-41,058*
Materials and Services			
Liability Insurance	5,155		5,155
Professional & Contracted Services	27,856	64,167	-36,311
Office Expenses/IT	1,564	14,208	-12,644
Bad Debt Expense		3,208	-3,208
Utilities	55,985	50,417	5,568
Sub Total Material and Services	*90,560*	*132,000*	*-41,440*
Other Material and Services	211,736	343,450	-131,714
Total Material and Services	*302,296*	*475,450*	*-173,154*
Total Operating Expenses	**575,497**	**789,708**	**-214,212**
OPERATING INCOME (LOSS)	**635,312**	**176,184**	**459,129**
NON-OPERATING ACTIVITIES			
Revenues			
Grants	1,904,318	1,158,250	746,068
Total Non-Operating Revenues	***1,904,318***	***1,158,250***	***746,068***
Capital Outlays	2,380,397	4,130,125	-1,749,728
Debt Service	105,447	129,850	-24,403
Total Non-Operating Expenses	*2,485,844*	*4,259,975*	*-1,774,130*
Total Non-Operating Income (Loss)	*-581,526*	*-3,101,725*	*2,520,198*
Income/(Loss) before Loans & Deprec	**53,786**	**-2,925,541**	**2,979,327**
Depreciation	1,099,907		1,099,907
Overhead allocation	182,825		182,825
TTL OH, Dep & Loans	*1,282,732*		*1,282,732*
NET INCOME (LOSS)	**-1,228,946**	**-2,925,541**	**1,696,596**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

500F - International Terminal Fishing

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	375,121	156,750	218,371
Moorage	110,298	201,667	-91,369
Services & Fees	536,963	508,475	28,488
Dredging Surchage	7		7
Discounts and Misc income	66	55,000	-54,934
Total Operating Revenue	***1,022,455***	***921,892***	***100,564***
Expenses			
Salaries and Wages	184,540	208,710	-24,170
Payroll Taxes and Benefits	88,660	105,548	-16,887
Total Wages and Salaries	*273,200*	*314,258*	*-41,058*
Materials and Services			
Professional & Contracted Services	27,856	64,167	-36,311
Office Expenses/IT	1,564	14,208	-12,644
Bad Debt Expense		3,208	-3,208
Utilities	25,597	50,417	-24,820
Sub Total Material and Services	*55,017*	*132,000*	*-76,983*
Other Material and Services	95,685	277,450	-181,765
Total Material and Services	*150,701*	*409,450*	*-258,749*
Total Operating Expenses	**423,902**	**723,708**	**-299,806**
OPERATING INCOME (LOSS)	**598,554**	**198,184**	**400,370**
NON-OPERATING ACTIVITIES			
Revenues			
Capital Outlays		1,670,125	-1,670,125
Debt Service	105,447	129,850	-24,403
Total Non-Operating Expenses	*105,447*	*1,799,975*	*-1,694,528*
Total Non-Operating Income (Loss)	*-105,447*	*-1,799,975*	*1,694,528*
Income/(Loss) before Loans & Deprec	**493,107**	**-1,601,791**	**2,094,898**
Depreciation	1,054,944		1,054,944
Overhead allocation	182,825		182,825
TTL OH, Dep & Loans	*1,237,769*		*1,237,769*
NET INCOME (LOSS)	**-744,662**	**-1,601,791**	**857,129**

Period: 07/01/25..05/31/26

Port of Newport

General Fund

500C - International Terminal Cargo

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Moorage	53,090	27,500	25,590
Services & Fees	135,264	16,500	118,764
Total Operating Revenue	***188,354***	***44,000***	***144,354***
Expenses			
Materials and Services			
Liability Insurance	5,155		5,155
Utilities	30,388		30,388
Sub Total Material and Services	*35,543*		*35,543*
Other Material and Services	116,052	66,000	50,052
Total Material and Services	*151,595*	*66,000*	*85,595*
Total Operating Expenses	**151,595**	**66,000**	**85,595**
OPERATING INCOME (LOSS)	**36,759**	**-22,000**	**58,759**
NON-OPERATING ACTIVITIES			
Revenues			
Grants	1,904,318	1,158,250	746,068
Total Non-Operating Revenues	***1,904,318***	***1,158,250***	***746,068***
Capital Outlays	2,380,397	2,460,000	-79,603
Total Non-Operating Expenses	*2,380,397*	*2,460,000*	*-79,603*
Total Non-Operating Income (Loss)	*-476,080*	*-1,301,750*	*825,671*
Income/(Loss) before Loans & Deprec	**-439,321**	**-1,323,750**	**884,429**
Depreciation	44,963		44,963
TTL OH, Dep & Loans	*44,963*		*44,963*
NET INCOME (LOSS)	**-484,284**	**-1,323,750**	**839,466**

Period: 07/01/25..05/31/26

Port of Newport

General Fund

South Beach

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	469,285	220,000	249,285
Moorage	1,279,312	1,431,833	-152,521
RV Park Space Rentals	967,406	1,466,667	-499,261
Services & Fees	246,815	298,473	-51,658
Dredging Surchage	13,335		13,335
Discounts and Misc income	-12,579	-23,750	11,171
Total Operating Revenue	***2,963,575***	***3,393,223***	***-429,649***
Expenses			
Salaries and Wages	597,823	573,682	24,141
Payroll Taxes and Benefits	321,303	378,227	-56,924
Total Wages and Salaries	*919,126*	*951,909*	*-32,783*
Materials and Services			
Liability Insurance	17,926	5,500	12,426
Professional & Contracted Services	132,236	453,750	-321,514
Office Expenses/IT	13,854	26,583	-12,729
Bad Debt Expense	536,281	68,750	467,531
Utilities	321,158	366,667	-45,509
Sub Total Material and Services	*1,021,456*	*921,250*	*100,206*
Other Material and Services	137,552	1,106,150	-968,598
Total Material and Services	*1,159,008*	*2,027,400*	*-868,392*
Total Operating Expenses	**2,078,135**	**2,979,309**	**-901,174**
OPERATING INCOME (LOSS)	**885,440**	**413,915**	**471,525**
NON-OPERATING ACTIVITIES			
Revenues			
Grants		750,000	-750,000
Total Non-Operating Revenues		***750,000***	***-750,000***
Capital Outlays	15,744	210,000	-194,256
Debt Service	117,325	85,000	32,325
Total Non-Operating Expenses	*148,069*	*295,000*	*-146,931*
Total Non-Operating Income (Loss)	*-148,069*	*455,000*	*-603,069*
Income/(Loss) before Loans & Deprec	**737,371**	**868,915**	**-131,544**
Depreciation	500,395		500,395
Overhead allocation	488,816		488,816
TTL OH, Dep & Loans	*989,211*		*989,211*
NET INCOME (LOSS)	**-251,841**	**868,915**	**-1,120,755**

BALANCE SHEET

Period: 07/01/25..05/31/26

Port of Newport

NOAA Lease Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	2,325,546	2,543,621	-218,076
Interfund Receivable		22,373	-22,373
Interfund Payable	-59,142		-59,142
Total Cash	**2,266,404**	**2,565,994**	**-299,591**
Other Currrent Assets			
Accounts Receivable	13,849,285	1,918,016	11,931,269
Lease Receivable Current	13,616,243	1,918,016	11,698,227
Allowance for Bad Debt	-76		-76
Prepaid Expenses	132,857	144,968	-12,111
Total Other Current Assets	**27,598,309**	**3,981,000**	**23,617,309**
Current Assets, Total	**16,307,612**	**4,628,978**	**11,678,634**
Total Non-current Assets	**15,633,342**	**32,786,524**	**-17,153,182**
Deferred Outflows of Resources	**284,088**	**318,694**	**-34,606**
Assets, Total	**32,225,042**	**37,734,196**	**-5,509,154**
Liabilities			
Accounts Payable	7,121	17,990	-10,870
Other current liabilities	1,657,865	1,574,029	83,836
Total Current Liabilities	**1,664,986**	**1,592,019**	**72,966**
Total Non Current Liabilities	**8,190,000**	**9,685,000**	**-1,495,000**
PERS Deferred Inflows	**16,963**	**17,511**	**-548**
Total Liabilities	**22,916,699**	**28,453,280**	**-5,536,582**
Restricted Fund Balance	1,761,721	1,761,721	
Committed Fund Balance	432,000	432,000	
Unrestricted fund Balance	7,077,464	7,547,231	-469,767
Total Fund Balance	**9,271,185**	**9,740,952**	**-469,767**
Net asset change	16,789	-71,937	88,727
Net Assets	**9,308,343**	**9,280,916**	**27,428**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

NOAA Lease Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Lease Revenue	2,382,441	2,535,273	-152,832
Total Operating Revenue	***2,382,441***	***2,535,273***	***-152,832***
Expenses			
Salaries and Wages	160,663	166,629	-5,966
Payroll Taxes and Benefits	81,020	87,959	-6,938
Total Wages and Salaries	*241,683*	*254,588*	*-12,904*
Materials and Services			
Liability Insurance	212,395	229,167	-16,771
Professional & Contracted Services	37,171	74,342	-37,171
Office Expenses/IT	13,604	5,683	7,921
Utilities	19,183	13,750	5,433
Sub Total Material and Services	*282,352*	*322,941*	*-40,589*
Other Material and Services	107,506	114,371	-6,864
Total Material and Services	*389,859*	*437,312*	*-47,453*
Total Operating Expenses	**631,542**	**691,900**	**-60,358**
OPERATING INCOME (LOSS)	**1,750,899**	**1,843,374**	**-92,474**
NON-OPERATING ACTIVITIES			
Revenues			
Interest	7,260		7,260
Other	19,856		19,856
Total Non-Operating Revenues	***27,116***		***27,116***
Debt Service	1,761,226	1,798,000	-36,774
Total Non-Operating Expenses	*1,761,226*	*1,798,000*	*-36,774*
Total Non-Operating Income (Loss)	*-1,734,110*	*-1,798,000*	*63,890*
Income/(Loss) before Loans & Deprec	**16,789**	**45,374**	**-28,584**
Depreciation	1,248,412		1,248,412
Overhead allocation	186,219		186,219
TTL OH, Dep & Loans	*1,434,631*		*1,434,631*
NET INCOME (LOSS)	**-1,417,842**	**45,374**	**-1,463,215**

BALANCE SHEET

Period: 07/01/25..05/31/26

Port of Newport

Reserve Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	1,315,024	1,957,098	-642,074
Total Cash	**1,315,024**	**1,957,098**	**-642,074**
Other Currrent Assets			
Current Assets, Total	**1,315,024**	**1,957,098**	**-642,074**
Assets, Total	**1,315,024**	**1,957,098**	**-642,074**
Liabilities			
Assigned (Reserves)	1,262,665	2,368,997	-1,106,332
Total Assigned Fund Balance	**1,262,665**	**2,368,997**	**-1,106,332**
Unrestricted fund Balance	700,000		700,000
Total Fund Balance	**1,962,665**	**2,368,997**	**-406,332**
Net asset change	-647,641	-411,899	-235,741
Net Assets	**1,315,024**	**1,957,098**	**-642,074**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

Reserve Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Expenses			
Materials and Services			
NON-OPERATING ACTIVITIES			
Revenues			
Interest	52,359	7,333	45,026
Total Non-Operating Revenues	***52,359***	***7,333***	***45,026***
Total Non-Operating Expenses	*700,000*	*2,114,852*	*-1,414,852*
Total Non-Operating Income (Loss)	*-647,641*	*-2,107,519*	*1,459,878*
Income/(Loss) before Loans & Deprec	**-647,641**	**-2,107,519**	**1,459,878**
NET INCOME (LOSS)	**-647,641**	**-2,107,519**	**1,459,878**

BALANCE SHEET

Period: 07/01/25..05/31/26

Port of Newport

Bonded Debt Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	590,523	331,597	258,926
Total Cash	**590,523**	**331,597**	**258,926**
Other Currrent Assets			
Accounts Receivable	35,254	37,688	-2,433
Property Tax Receivable	35,254	37,688	-2,433
Total Other Current Assets	**70,509**	**75,376**	**-4,867**
Current Assets, Total	**625,778**	**369,285**	**256,493**
Total Non-current Assets	**125,754**	**132,750**	**-6,996**
Deferred Outflows of Resources	**480,671**	**516,878**	**-36,207**
Assets, Total	**1,232,203**	**1,018,912**	**213,290**
Liabilities			
Other current liabilities	470,000	455,000	15,000
Total Current Liabilities	**470,000**	**455,000**	**15,000**
Total Non Current Liabilities	**9,469,413**	**9,998,450**	**-529,037**
Total Liabilities	**9,939,413**	**10,453,450**	**-514,037**
Restricted Fund Balance	-9,589,279	-10,059,811	470,532
Total Fund Balance	**-9,589,279**	**-10,059,811**	**470,532**
Net asset change	412,069	170,274	241,795
Net Assets	**-8,707,210**	**-9,434,538**	**727,327**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

Bonded Debt Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Property Tax Revenue	1,056,717	1,055,000	1,717
Total Operating Revenue	***1,056,717***	***1,055,000***	***1,717***
Expenses			
Materials and Services			
OPERATING INCOME (LOSS)	**1,056,717**	**1,055,000**	**1,717**
NON-OPERATING ACTIVITIES			
Revenues			
Interest	5,184		5,184
Total Non-Operating Revenues	***5,184***		***5,184***
Debt Service	649,833	662,000	-12,168
Total Non-Operating Expenses	*649,833*	*662,000*	*-12,168*
Total Non-Operating Income (Loss)	*-644,648*	*-662,000*	*17,352*
Income/(Loss) before Loans & Deprec	**412,069**	**393,000**	**19,069**
NET INCOME (LOSS)	**412,069**	**393,000**	**19,069**

BALANCE SHEET

Period: 07/01/25..05/31/26

Port of Newport

Facility Maintenance Reserve Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Assets			
Current Assets			
Cash Deposits	579,403	504,433	74,970
Total Cash	**579,403**	**504,433**	**74,970**
Other Currrent Assets			
Current Assets, Total	**579,403**	**504,433**	**74,970**
Assets, Total	**579,403**	**504,433**	**74,970**
Liabilities			
Assigned (Asset Reserves)	28,377		28,377
Assigned (Reserves)	475,911	475,911	
Assigned (Land Improvements)	54,790	30,328	24,461
Total Assigned Fund Balance	**559,078**	**506,240**	**52,839**
Unrestricted fund Balance	-51,527	-38,614	-12,913
Total Fund Balance	**507,551**	**467,626**	**39,925**
Net asset change	71,852	36,807	35,045
Net Assets	**579,403**	**504,433**	**74,970**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

Facility Maintenance Reserve Fund

All amounts are in USD.

Description	Actual	Budget	Variance
OPERATING ACTIVITIES			
Revenue			
Expenses			
Materials and Services			
NON-OPERATING ACTIVITIES			
Revenues			
Grants		6,110,000	-6,110,000
Interest	20,469	2,750	17,719
Other	51,383	81,070	-29,687
Total Non-Operating Revenues	***71,852***	***6,193,820***	***-6,121,969***
Capital Outlays		3,550,000	-3,550,000
Total Non-Operating Expenses		*4,080,130*	*-4,080,130*
Total Non-Operating Income (Loss)	*71,852*	*2,113,690*	*-2,041,839*
Income/(Loss) before Loans & Deprec	**71,852**	**2,113,690**	**-2,041,839**
Loan Revenue		700,000	-700,000
TTL OH, Dep & Loans		*700,000*	*-700,000*
NET INCOME (LOSS)	**71,852**	**1,413,690**	**-1,341,839**

Port of Newport Summary income Statement

Period: 07/01/25..05/31/26

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
OPERATING REVENUE			
Lease Revenue	1,025,637	827,285	198,352
Moorage	2,346,136	2,040,583	305,553
Services	674,217	323,429	350,788
RV Park Space Rentals	967,406	1,106,477	-139,071
Fees	646,052	780,630	-134,578
Dredging Surcharge	13,342		13,342
Fines and Penalties	8,074	2,095	5,979
Property Tax Revenue	137,043	132,195	4,848
Discounts and Refunds	-19,420	-36,577	17,157
Total Operating Revenue	**6,161,892**	**5,330,229**	**831,663**
OPERATING EXPENSES			
Salaries, OT, & Benefits	2,856,250	2,598,953	257,297
Materials, Services	3,257,280	2,169,109	1,088,171
Total Operating Expenses	**6,113,529**	**4,768,062**	**1,345,467**
Earnings (Loss) Before Deprec	**48,362**	**562,167**	**-513,805**
Depreciation	1,832,617	1,926,146	-93,529
Operating Income (Loss)	**-1,784,254**	**-1,363,979**	**-420,276**
NON-OPERATING REVENUES			
Grant Revenue	2,031,259		2,031,259
Loans		1,140,000	-1,140,000
Interest	26,448	31,602	-5,154
Gain/Loss on Sale of Assets		120,000	-120,000
Transfers In from Other Funds	700,000	500,000	200,000
Miscellaneous Non-operating Revenue	45,866	203,024	-157,158
Total Non-operating Revenues	**2,803,573**	**1,994,626**	**808,947**
NON-OPERATING EXPENSES			
Total Debt Service Principal	552,052	600,082	-48,031
Total Debt Service Interest	251,750	206,414	45,335
Total Capital Outlay	2,682,852	899,723	1,783,129
Transfers Out to Other Funds	51,383	14,585	36,798
Total Non-Operating Expenses	**3,538,036**	**1,720,805**	**1,817,232**
Non-Operating Income (Loss)	**-734,463**	**273,821**	**-1,008,285**
Net Income (Loss)	**-2,518,718**	**-1,090,157**	**-1,428,560**

Port of Newport Summary income Statement

Period: 07/01/25..06/30/26

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
OPERATING REVENUE			
Lease Revenue	1,062,660	926,689	135,972
Moorage	2,510,900	2,270,742	240,157
Services	798,822	336,740	462,082
RV Park Space Rentals	1,025,574	1,382,413	-356,839
Fees	674,627	854,549	-179,922
Dredging Surcharge	14,810		14,810
Fines and Penalties	8,802	2,863	5,940
Property Tax Revenue	141,499	136,189	5,310
Discounts and Refunds	-26,839	-39,574	12,735
Total Operating Revenue	**6,592,014**	**6,027,717**	**564,297**
OPERATING EXPENSES			
Salaries, OT, & Benefits	3,099,315	2,855,104	244,212
Materials and Services			
Insurance	399,112	333,775	65,337
Professional Services	129,775	96,992	32,783
Marketing and Promotion	39,838	26,913	12,925
Dues and Subscriptions	27,325	50,416	-23,090
Training and Travel	22,944	38,535	-15,591
IT Hardware and Software	232,095	98,028	134,067
Fees and Licenses	118,793	113,460	5,333
Bad Debt Expense	566,566	269,272	297,295
Licenses and Permits	5,396	9,570	-4,174
Total Utilities	658,918	673,905	-14,986
Other Materials and Supplies	525,242	399,118	126,123

Port of Newport Summary income Statement

Period: 07/01/25..06/30/26

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Total Operating Expenses	**5,825,319**	**4,965,087**	**860,232**
Earnings (Loss) Before Deprec	**766,695**	**1,062,629**	**-295,935**
Depreciation	2,271,342	2,112,618	158,724
Operating Income (Loss)	**-1,504,647**	**-1,049,988**	**-454,659**
NON-OPERATING REVENUES			
Grant Revenue	2,031,259	75,000	1,956,259
Loans		1,140,000	-1,140,000
Interest	29,180	37,575	-8,395
Gain/Loss on Sale of Assets		121,300	-121,300
Transfers In from Other Funds	700,000	500,000	200,000
Miscellaneous Non-operating Revenue	45,866	203,024	-157,158
Total Non-operating Revenues	**13,985,658**	**2,076,899**	**11,908,759**
NON-OPERATING EXPENSES			
Total Debt Service Principal	601,525	618,181	-16,656
Total Debt Service Interest	269,611	199,987	69,624
Total Capital Outlay	2,689,544	1,131,908	1,557,636
Transfers Out to Other Funds	62,311	16,041	46,271
Total Non-Operating Expenses	**3,622,990**	**1,966,117**	**1,656,874**
Non-Operating Income (Loss)	**10,362,668**	**110,782**	**10,251,886**

Port of Newport Summary income Statement

Period: 07/01/25..06/30/26

Port of Newport

General Fund

All amounts are in USD.

Description	Current Year	Previous Year	Variance
Net Income (Loss)	**8,858,021**	**-939,206**	**9,797,227**

Operational Department Comparison

Period: 07/01/25..06/30/26

Port of Newport

General Fund

All amounts are in USD.

Description	Administration	Recreational	Commercial	NIT Cargo	NIT FISH
Operating Revenue					
Lease Revenue		483,042	196,647		382,971
Moorage		1,351,085	950,602	53,090	156,123
Services		16,657	249,101	122,351	410,713
RV Park Space Rentals		1,025,574			
Fees	1,286	256,304	228,335	12,913	175,789
Dredging Surcharge		14,804			7
Fines and Penalties	5,070	670	3,062		
Property Tax Revenue	141,499				
Discounts and Refunds	745	-21,806	-5,438		-341
Overages and Shortages	12,753	469			1
Miscellaneous Operating Revenue	61,985	5,464	300,400		406
Operating Revenue, Total	**223,338**	**3,132,024**	**1,922,628**	**188,354**	**1,125,670**
Operating Expenses					
Personnel Services					
Wages & Salaries	801,907	649,737	423,273		198,298
Other Personnel Costs	371,938	351,148	205,869		96,058
Total Personnel Services	**1,173,845**	**1,000,886**	**629,142**		**294,356**
Materials and Services					
Insurance	369,984	20,561	3,412	5,155	
Professional Services	101,030	13,751	18,051		550
Advertising and Promotion	29,622	9,301	915		
Dues And Subscriptions	27,325				
Training and Education	9,246	2,095	840		675

Operational Department Comparison

Period: 07/01/25..06/30/26

Port of Newport

General Fund

All amounts are in USD.

Description	Administration	Recreational	Commercial	NIT Cargo	NIT FISH
Travel	8,201	1,498	232		156
Office Expense	13,902	10,342	2,622		477
Shipping and Freight	144	525	1,458		796
IT Hardware and Software	223,795	6,199	1,014		1,087
Fees	104,140	12,466	1,670		516
Bad Debt Expense		543,041	23,525		
Licenses and Permits	2,171	1,605		810	810
Utilities	48,144	342,052	208,295	32,373	28,055
Contract and Support Services	115,663	130,759	239,255		30,485
Repairs and Maintenance	62	93,447	98,291		43,450
Equipment			146		469
Operating Supplies	3,116	7,951	10,630	15	6,102
Personal Protective Equip & Gear	699	1,952	4,301		427
Port Clothing		1,500	1,500		268
Cargo Expense				115,227	405
State Land Fees		2,036	73,660		24,848
Lease Expense	1,481	1,913	1,018		22,375
Overhead Expense	-1,332,504	488,816	474,644		182,825
Miscellaneous Expense	587	1,000	174,162		19
Materials and Services, Total	***-273,194***	***1,692,811***	***1,339,640***	***153,580***	***344,796***
PIPD (MARAD) Grant				-1,904,318	
Total Grant Revenue			-126,941	-1,904,318	
State Grant Revenue			-126,941		
Total Grant Revenue			-126,941	-1,904,318	
Interest	-29,180				

Accounts Paid Report

June 2026

Date of check	Check Num	sourceName	description	Fund	Dept Name	amount
6/1/2026	PPI09528	Unum Life Insurance Company of America	Accrued Paid Leave Oregon	General Operating	Administration	$ 1,768.94
6/1/2026	PPI09454	TCB Security Services Inc	CM - 1/3 of 85%	General Operating	Commercial	$ 5,992.50
6/1/2026	PPI09527	Unum Life Insurance Company of America	Health, Dental and Life Insurance	General Operating	Administration	$ 356.60
6/1/2026	PPI09454	TCB Security Services Inc	NIT - 15%	General Operating	International Terminal	$ 2,115.00
6/1/2026	PPI09454	TCB Security Services Inc	SB - 2/3 of 85%	General Operating	South Beach	$ 5,992.50
6/4/2026	PPI09647	Columbia River IT Solutions	IT Hardware and Software	General Operating	Administration	$ 4,350.00
6/5/2026	PPI09521	VOYA-Autopay	10005-MB	General Operating	Administration	$ 50.00
6/5/2026	PPI09521	VOYA-Autopay	10013-MH	General Operating	Administration	$ 105.00
6/5/2026	PPI09521	VOYA-Autopay	10020-PM	General Operating	Administration	$ 500.00
6/5/2026	PPI09521	VOYA-Autopay	10021-DM	General Operating	International Terminal	$ 100.00
6/5/2026	PPI09522	VOYA-Autopay	10021-DM	General Operating	International Terminal	$ 100.00
6/5/2026	PPI09522	VOYA-Autopay	10032-GT	General Operating	Administration	$ 25.00
6/5/2026	PPI09521	VOYA-Autopay	10060-ED	General Operating	Administration	$ 50.00
6/5/2026	PPI09522	VOYA-Autopay	10060-ED	General Operating	Administration	$ 50.00
6/5/2026	PPI09521	VOYA-Autopay	10066-LS	General Operating	South Beach	$ 25.00
6/5/2026	PPI09521	VOYA-Autopay	10067-RR	General Operating	Administration	$ 100.00
6/5/2026	PPI09525	Oregon Child Support Program	Garnishment Withholdings Payable	General Operating	Commercial	$ 50.00
6/5/2026	PPI09523	Washington State Support Registry **AUTOPOST***	Garnishment Withholdings Payable	General Operating	International Terminal	$ 408.50
6/5/2026	PPI09524	Oregon Child Support Program	Garnishment Withholdings Payable	General Operating	South Beach	$ 50.50
6/5/2026	PPI09526	Asure - ***AUTOPOST***	Payroll taxes - PPE	General Operating	Administration	$ 30,373.06
6/5/2026	PPI09521	VOYA-Autopay	10009-JD	NOAA		$ 25.00
6/9/2026	15279	Verizon Wireless	Admin Lines	General Operating	Administration	$ 229.69
6/9/2026	15279	Verizon Wireless	CM Lines	General Operating	Commercial	$ 95.94
6/9/2026	15276	T & L Chemical Toilet Service LLC	Contract and Support Services	General Operating	Commercial	$ 205.00
6/9/2026	15281	Copeland Lumber Yards Inc	Copeland Lumber Yards Inc	General Operating	International Terminal	$ 455.40
6/9/2026	15274	Sherwin-Williams	Discounts and Refunds	General Operating	Commercial	$ (24.57)
6/9/2026	15286	Pacific Northwest Waterways Assoc.	Dues and Subscriptions - PNWA 2026 Summer Conference	General Operating	Administration	$ 5,000.00
6/9/2026	15274	Sherwin-Williams	Fees	General Operating	Commercial	$ 1.95
6/9/2026	15279	Verizon Wireless	NIT Line	General Operating	International Terminal	$ 34.10
6/9/2026	15270	Pioneer Printing Inc	Office Expense	General Operating	Commercial	$ 38.25
6/9/2026	15270	Pioneer Printing Inc	Office Expense	General Operating	International Terminal	$ 38.25
6/9/2026	15270	Pioneer Printing Inc	Office Expense	General Operating	South Beach	$ 103.60
6/9/2026	15278	Ultrex	Office Expense - Kyocera A005587	General Operating	South Beach	$ 37.32
6/9/2026	15278	Ultrex	Office Expense - Kyocera A05586	General Operating	Administration	$ 76.33
6/9/2026	15284	Orkin	Orkin	General Operating	South Beach	$ 103.49
6/9/2026	15269	Amazon Capital Services Inc	Personal Protective Equip. and Gear	General Operating	Commercial	$ 17.13
6/9/2026	15271	Power Motors Inc	Power Motors Inc	General Operating	Commercial	$ 407.01
6/9/2026	15285	Pacific Coast Lock & Safe LLC	Professional Services	General Operating	Administration	$ 125.00
6/9/2026	15275	Summit Public Relations Strat LLC	Professional Services - Graphic Design	General Operating	Administration	$ 543.75
6/9/2026	15275	Summit Public Relations Strat LLC	Professional Services - March-May	General Operating	Administration	$ 3,825.00
6/9/2026	15284	Orkin	Professional Services - Pest Control	General Operating	Commercial	$ 104.98
6/9/2026	15284	Orkin	Professional Services - Pest Control	General Operating	South Beach	$ 103.49
6/9/2026	15273	Shannon Martinez Law, LLC	Professional Services - Rogue Bankruptcy case 25-33945-pcm7	General Operating	South Beach	$ 744.00
6/9/2026	15269	Amazon Capital Services Inc	Repairs and Maintenance	General Operating	Commercial	$ 149.31
6/9/2026	15271	Power Motors Inc	Repairs and Maintenance	General Operating	Commercial	$ 2,990.53

Accounts Paid Report
June 2026

Date of check	Check Num	sourceName	description	Fund	Dept Name	amount
6/9/2026	15274	Sherwin-Williams	Repairs and Maintenance	General Operating	Commercial	$ 610.07
6/9/2026	15277	ToyotaLift Northwest Inc	Repairs and Maintenance	General Operating	Commercial	$ 8,679.79
6/9/2026	15280	Coastal Marine & Hydraulic LLC	Repairs and Maintenance	General Operating	Commercial	$ 4,109.59
6/9/2026	15281	Copeland Lumber Yards Inc	Repairs and Maintenance	General Operating	Commercial	$ 40.79
6/9/2026	15281	Copeland Lumber Yards Inc	Repairs and Maintenance	General Operating	International Terminal	$ 455.40
6/9/2026	15287	Papé Material Handling, Inc	Repairs and Maintenance	General Operating	International Terminal	$ 6,935.99
6/9/2026	15269	Amazon Capital Services Inc	Repairs and Maintenance	General Operating	South Beach	$ 228.32
6/9/2026	15283	Mascott Equipment Co Inc	Repairs and Maintenance	General Operating	South Beach	$ 5,778.98
6/9/2026	15279	Verizon Wireless	SB Lines	General Operating	South Beach	$ 143.80
6/9/2026	15286	Pacific Northwest Waterways Assoc.	Training and Education - 2026 PNWA Conference	General Operating	Administration	$ 490.00
6/9/2026	15279	Verizon Wireless	NOAA Lines	NOAA		$ 44.47
6/9/2026	15272	Proctor Sales Inc	Repairs and Maintenance	NOAA		$ 3,135.33
6/9/2026	15282	Lincoln Plumbing Inc	Repairs and Maintenance	NOAA		$ 3,775.00
Total						$ 102,420.08

Port of Newport

STAFF REPORT

DATE: **28 July 2026**

RE: **Appointment of Budget Officer**

TO: **Paula Miranda, Executive Director**

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 (In the Port's case, the Executive Director) 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 2026-27.

Port of Newport

OLD BUSINESS

DATE: July 20, 2026
RE: Appointment of Commission Liaisons
TO: Paula Miranda, Executive Director
ISSUED BY: Gloria Tucker, Administrative Assistant

BACKGROUND

In the past Commissioners and directors represented the Port in various boards and associations. With new Commissioners, it is a good idea to revisit the spreadsheet attached and see if we can allocate representatives of the Port, so we can better serve our community and the needs of the Port.

Organization	***Liaison(s)***	***Meetings***
AMERICAN ALBACORE FISHING ASSOCIATION www.americanalbacore.com	Aaron Bretz	none
ASSOCIATION OF PACIFIC PORTS (APP) www.pacificports.org	Paula Miranda; Kelley Retherford (alt)	Annual Conf (Jul), Winter Conf (Jan), Seminar (Nov)

BOEM OIRE Task Force https://www.boem.gov/renewable-energy/state-activities/boem-	____________; Bob Dziak (alt)	as scheduled
CASCADES WEST AREA COMMISSION ON TRANSPORTATION www.ocwcog.org	Gil Sylvia; ___________ (alt); must be elected	4th Thu every other month, 5 - 7 pm
CASCADES WEST COUNCIL OF GOVERNMENTS www.ocwcog.org	Gil Sylvia; ___________________(alt); must be elected	2nd Tue every month, 12 - 1:30 pm
CASCADES WEST ECONOMIC DEVELOPMENT DISTRICT www.ocwcog.org	Paula Miranda	3rd Fri every other month
COMMERCIAL FISHING USERS GROUP COMMITTEE www.portofnewport.com	Kelley Retherford; Gil Sylvia (alt.)	as scheduled
DAS OPS ORCPP, Procurement Services www.oregon.gov/DAS/Procurement	Aaron Bretz; Mark Brown (alt.)	none

ECONOMIC DEVELOPMENT ALLIANCE OF LINCOLN COUNTY (EDALC) - www.coastbusiness.info	Paula Miranda; Aaron Bretz (alt.)	quarterly as scheduled
GREATER NEWPORT CHAMBER OF COMMERCE (NCOC) www.newportchamber.org	Paula Miranda	Fridays 12 - 1 pm
NEWPORT CITY COUNCIL www.newportoregon.gov/citygov/ mayorcouncil.asp	Pat Ruddiman; Kelley Retherford (alt.)	1st and 3rd Mondays every month, 6 pm
OREGON COASTAL ZONE MANAGEMENT ASSOCIATION (OCZMA) www.oczma.org	_______________; Aaron Bretz (alt.) alternate may be staff	Twice a year
OREGON ECONOMIC DEVELOPMENT ASSOCIATION (OEDA)https://oeda.biz	Paula Miranda, Mark Brown	Annual Conference
OREGON PUBLIC PORTS ASSOCIATION (OPPA) www.oregonports.com	Paula Miranda; Kelley Retherford (alt.)	Annual Conf; quarterly ports meeting
PACIFIC COAST CONGRESS OF HARBORMASTERS ANDPORT MANAGERS (PCCHPM) - www.pccharbormasters.org	Kody Robinson; Aaron Bretz (alt.)	Fall Conf; Spring Conf

PACIFIC NORTHWEST WATERWAYS ASSOCIATION (PNWA) www.pnwa.net	Paula Miranda; Gil Sylvia (alt.)	Mission to DC (Feb); Summer Conf; Annual Conf; Regional Meeting
SPECIAL DISTRICTS ASSOCIATION OF OREGON (SDAO) www.sdao.com	Paula Miranda	Annual Conf (Feb)
WESTERN FISHBOAT OWNERS ASSOCIATION www.wfoa-tuna.org	Aaron Bretz	Annual Meeting
YAQUINA BAY ECONOMIC FOUNDATION (YBEF)	Paula Miranda; ___________(alt.)	Last Wed of the month

RECOMMENDATION
I recommend assigning a liaison to each of the areas listed on the spreadsheet.

MOTION
I move to appoint __________________ as alternate on CASCADES WEST AREA COMMISSION ON TRANSPORTATION and CASCADES WEST COUNCIL OF GOVERNMENTS.

Port of Newport

OLD BUSINESS AGENDA ITEM

DATE: 22 Jul 2026

RE: Amendments to DSL Inter Governmental Agreement on Derelict Vessel Disposal

TO: Port of Newport Board of Commissioners

ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

The Department of State Lands has requested to amend our agreement to reimburse for disposal of abandoned and derelict vessels after further review by the department. These amendments do not change the substantive nature of our agreement, and are mostly “fine print” changes summarized below.

DETAIL SUPPORTING

Extended date to 01JUN2027 (it was originally set to expire DEC2026)
Removed “On behalf of BoatUS” in Section 2
Added Section 10.3 (indemnification regarding funds potentially returned)
Changed Exhibit B to the BoatUS Grant paperwork, which was already part of the agreement

BUDGET IMPACTS

This does not impact the budget, but it does extend the timeline we have to dispose of the vessels.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE EXCUTIVE DIRECTOR OR HER REPRESENTATIVE TO AMEND THE INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF STATE LANDS AS INDICATED IN THE ATTACHED DRAFT AMENDED AGREEMENT.

STATE OF OREGON
GRANT AGREEMENT

Agreement No. 25-1048

Informational Cover Page

AGREEMENT INFORMATION	
Project title:	Derelict Vessel Removals
Effective date:	4/1/2026
Expiration date:	6/1/2027
Amount:	NTE $355,000.00
Funding source:	BoatUS Foundation
PCA(s):	43010
GRANTEE INFORMATION	
Grantee:	Port of Newport
Address:	600 SE Bay Blvd. Newport, OR 97365
Project contact:	Aaron Bretz, Director of Operations
Phone:	541-406-0217
Email:	abretz@portofnewport.com
Fiscal contact:	Mark Brown, Director of Finance and Business Services
Phone:	541-265-7758
Email:	mbrown@portofnewport.com
AGENCY INFORMATION	
Project contact:	Dorothy Diehl
Phone:	503-983-3967
Email:	Dorothy.M.Diehl@dsl.oregon.gov
Procurement contact:	Michelle Johnson
Phone:	503-798-7978
Email:	Michelle.j.johnson@dsl.oregon.gov

STATE OF OREGON
GRANT AGREEMENT

Agreement No. 25-1048

This Agreement is between the State of Oregon acting by and through its Department of State Lands ("Agency" or "DSL") and Port of Newport ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and House Bill 2914 (2023).

SECTION 2: PURPOSE

The purpose of this agreement is to partner with the Port of Newport to reimburse funds for abandoned and derelict vessel (ADV) removals and other activities as set forth in Exhibit A to this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective ("Effective Date"), and terminates on June 1, 2027, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Dorothy Diehl, Project Manager
775 Summer St. NE Salem, OR 97301
503-983-3967
Dorothy.M.Diehl@dsl.oregon.gov

4.2 Grantee's Authorized Representative is:

Aaron Bretz, Director of Operations
600 SE Bay Blvd. Newport, OR 97365
541-406-0217
abretz@portofnewport.com

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to $355,000.00 ("Grant Funds") for the purposes described in Exhibit A. Agency shall pay the Grant Funds from monies available through the Oregon Abandoned and Derelict Vessel Fund. Grant Funds may be used only for eligible expenditures authorized by this Agreement.

Disbursement Generally. Agency shall disburse the Grant Funds upon receipt and approval of Grantee's invoices and required documentation and reports (see Exhibit A).

6.1 To be processed for payment, invoices must include the following information:

- Invoice date;
- Unique invoice number;
- Agency's Agreement number, 26-1014;
- Amount being invoiced;
- A description of the Project activities completed during the invoice period.

Grantee shall send invoices to the following address:

Department of State Lands
Attention: Accounts Payable, Nancy Laible
By email to: dsl.accounts.payable@dsl.oregon.gov

CC: dsl.waterways@dsl.oregon.gov

6.2 **Allowable Costs.** The Grant Funds are for the Project and shall only be used to pay for Allowable Costs of the Project. "Allowable Costs" means costs of the Project incurred by Grantee and used for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 hereof. Grantee shall not use any Grant Funds for costs outside of what is specified in this Agreement, whether or not related to this Agreement. Agency will not reimburse Grantee for costs incurred prior to the Effective Date or after the termination or expiration of this Agreement.

6.3 **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

6.3.1 Agency has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6.3.2 No default as described in Section 11 has occurred.

6.3.3 Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

6.4 Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency promptly after Agency's written demand but in any event no later than 30 days after Agency's written demand.

6.5 Duplicate Payment. Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:

7.1 Grantee is a governmental entity duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder;

7.2 The making and performance by Grantee of this Agreement (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "**Grantee Intellectual Property**" means any intellectual property owned by Grantee and developed independently from the work under this Agreement.

9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Grantee or Agency.

9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Grantee under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.3 If Work Product is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.

9.4 If Work Product is Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: INDEMNIFICATION

10.1 Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.

10.2 Grantee will have control of the defense and settlement of any claim that is subject to this

Section. But neither Grantee nor any attorney engaged by Grantee may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

Grantee will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Grantee in this Agreement or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

11.3 Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

11.5 Grantee uses or expends Grant Funds for any purpose other than that defined in this

Agreement.

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

13.1 In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Agreement, or any other agreement between Agency and Grantee, exceed the amount to which Grantee is entitled, Agency may, after notifying Grantee in writing, withhold from payments due Grantee under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING

OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Grantee;

16.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Grantee; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Grantee may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.2 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement, create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Grantee shall not, without Agency's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing or signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Grantee shall comply with the additional requirements set forth in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the “Project”), attached Exhibit B (Boat US Grant Agreement, with attachment).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of State Lands

By:______________________________ ______________
Kaitlin Lovell, Director Date

Port of Newport

By:______________________________ ______________
Name, Title Date

____
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By:_ Zoey Kohn email 4/8/26______________________________
Name, Title Date

EXHIBIT A

THE PROJECT

Part 1 – Background Purpose and Goals

Department of State Lands received an ADV Grant from the BoatUS Foundation for the purpose to leverage strategic partnerships for removal, disposal, prevention and education programs in Oregon Public Ports, including the following activities:

1. Remove and appropriately dispose of identified ADVs and associated debris.
2. Launch a public outreach and education campaign about the negative effects of ADVs and how to mitigate future occurrences.
3. Document the ADV removal process and post-removal environmental recovery.

Part 2 – Project Activities

Grantee will remove from the Port of Newport and appropriately dispose of ADV's identified and approved by the Agency contract administrator or program manager, along with associated debris.

Tasks necessary for accomplishing the Project include, but may not be limited to:

- Obtaining necessary permits and authorizations from regulatory agencies
- Removing and appropriately disposing of identified, approved ADVs and associated debris from the Port of Newport.
- Transporting boats to a dismantling site
- Dismantling the vessels
- Disposing of the resulting material
- Data collection and reporting of results to Agency as outlined by the agency in Part 3 below

Part 3 – Project Schedule, Budget, and Requirements

Due to specific requirements imposed by the BoatUS Foundation on behalf of NOAA, the Grantee shall not begin any activities until receiving notice to proceed in writing from Agency.

Once notice has been provided and activities have commenced, Grantee may request reimbursement from Agency at Grantee's discretion upon completion of activities and submission of requisite documentation of activities and reporting.

The Grantee shall:

- Fill out and submit the report document provided by Agency and provide the most up-to-date version of the document electronically each month regardless if work was done in that time period or not.
- Provide photographs to Agency of before, during and post implementation of the Project
- Coordinate with Agency and BoatUS Foundation to ensure access to observe and photograph/record Project activities for the purpose of education/outreach
- Provide receipts and scale tickets for the waste hauling and disposal
- Allow reasonable access to the Agency, BoatUS Foundation, and any pre-approved member of the media to take photos of the work being done in support of public outreach.
- Provide a written safety plan to the Agency for each approved project. The plan should consider and include;
    1. Safety in and around project site
    2. Management of all persons working on the project
    3. Safety briefing is conducted for all participants immediately prior to their involvement in hands on removal activities
- Take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause.
- Comply with the terms and requirements of the Grant Agreement executed between Agency and the BoatUS Foundation, attached as Exhibit B and incorporated herein by reference (Exhibit B).

EXHIBIT A

Additional Conditions

Grantee (on behalf of itself and its successors and assigns) acknowledges and agrees that it complies with the following Additional Conditions:

1. Certification Regarding Lobbying. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the Grantee certifies that to the best of Grantee's knowledge and belief, that:

   A. no Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   B. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions; and

   C. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. Specific Award Conditions. Grantee will comply with the following provisions:

   A. Compliance with Applicable Laws. Grantee will ensure that implementation of the Grant Purpose will meet all federal laws and regulations by completing any required federal consultations and obtaining all applicable permits and approvals. Any such requirements must be completed prior to the expenditure of federal funds or award match for those activities requiring permits and consultations. Verification of federal, state, tribal, and local permits and environmental compliance related to the Grant Purpose funded under this Agreement must be available to the NOAA Federal Program Officer or Technical Monitor, if requested by NOAA. Grantee must be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations

   B. Invasive Species Control. Pursuant to Executive Order #13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. NOAA recipients are expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, recipients should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

C. Review of External Communications. To ensure consistent and coordinated communication, Grantee must collaborate with the NOAA Marine Debris Program on their plans for outreach, such as events, products, and media coverage associated with the project. NOAA may require a preproduction review of Grant Purpose communications, for example publications, signage, social media, outreach and educational materials, and media plans, developed under this award. Grantee will coordinate with the Foundation's Federal Program Officer or Technical Monitor regarding outreach plans and planned media releases. Grantee will notify the Foundation's Federal Program Officer or Technical Monitor in a timely manner about any unplanned media engagement.

D. Use of NOAA Emblem (Logo). Outreach products produced under this Agreement or related to the Grant Purpose must acknowledge NOAA Marine Debris Program as a funding contributor, as well as any additional acknowledgements of the Bipartisan Infrastructure Law as appropriate. All project materials containing the NOAA emblem or name must be reviewed and approved by the NOAA Marine Debris Program communications team to determine whether its use is appropriate and consistent with agency guidance.

E. Reporting. Grantee will provide copies of final outreach products, website mentions, press materials, videos, and photographs to NOAA or include them as attachments to the Foundation's progress reports. Photographs should be high-resolution originals and should clearly show before, during, and post-implementation status of Grant Purpose sites and/or outreach efforts, demonstration of changed behaviors, and community involvement, when applicable. Grantee will ensure that photograph credits, captions, and date are included.

F. Sharing of Project Products and Handling of Environmental Data or Peer Reviewed Publications. The NOAA Marine Debris Program may make products related to the Grant Purpose (such as environmental data, reports, photographs, or graphics) available to the public through the NOAA Marine Debris Program website, Clearinghouse or other means. Grantee will be accountable for management and access to environmental data and publications in accordance with this section and those in the Department of Commerce Terms and Conditions Section G.05.(j).

G. Data Sharing. Environmental data collected or created under this Agreement or for the Grant Purpose must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

H. Timeliness. Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the Grant Period (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

I. Disclaimer. Data produced under this Agreement or for the Grant Purpose and made available to the public by Grantee must be accompanied by the following statement: "These data and related items of information do not represent any agency determination, view, or policy."

J. Failure to Share Data. Failing or delaying to make environmental data accessible in accordance with the Foundation's Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Grantee is responsible for ensuring these conditions are also met by sub-grantees, subrecipients or subcontractors.

K. Funding Acknowledgement. Federal funding sources shall be identified in all scholarly publications. An 'Acknowledgements' section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the publisher.

L. Manuscript Submission. The final pre-publication manuscripts of scholarly publications produced with the Grant Funds shall be submitted to the NOAA Institutional Repository at http://library.noaa.gov/repository after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

M. Data Citation. Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

N. Maintain Project Files. Grantee must maintain Grant Purpose files for all marine debris removal activities taking place under this Agreement. These files must contain, at a minimum, project work plans and copies of all federal and state permits/consultations associated with project implementation. See also 2 C.F.R. 200.334 - .338 for any additional requirements.

O. Scientific Integrity. If Grantee is involved in the collection, assessment, oversight, or interpretation of scientific information, Grantee will be required to adhere, to the best of their ability, to the principles, policies and codes of conduct identified in NOAAs Policy on Scientific Integrity (NOAA Administrative Order 202-735D), which is available at: http://www.corporateservices.noaa.gov/ames/administrative_orders/chapter_202/202-735-D.html. The intent of the policy is to strengthen widespread confidence (from scientists, decision-makers, and the general public) in the quality, validity, and reliability of NOAA-funded science.

P. Written Safety Plan. Safety is a critical consideration for marine debris removal project implementation. Grantee must have a written safety plan for management of employees, contractors, and volunteers working on the project, as applicable. The plan should consider safety in and around project sites during and after project implementation, and take into account potential safety concerns with regard to the current and future use of the sites.

Grantee should ensure that a safety briefing is conducted for all participants immediately prior to their involvement in hands-on removal activities under this Agreement or related to the Grant Purpose. Grantee shall be responsible for exercising reasonable care and using best efforts to prevent accidents, injury or damage to all employees, contractors, persons and property, in and around the work site. All safety plans must be made available to NOAA upon request. For projects with any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities, it is the responsibility of Grantee to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of Grantee to ensure that any SCUBA diving activities using Grant Funds meet, at a minimum, all applicable federal, state, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

Q. Outstanding NEPA Documentation and Restricted Availability of Funds. "Debris removal and disposal" activities were not sufficiently defined for NOAA to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Grantee is not authorized to expend federal funds for these activities until the environmental review is complete. Grantee agrees to provide any information requested by NOAA that will assist NOAA in conducting an environmental review, which will consist of determining the applicability of and complying with any applicable environmental law requirement, including the National Environmental Policy Act (NEPA), Coastal Zone Management Act (CZMA), Endangered Species Act (ESA), Magnuson-Stevens Fishery Conservation and Management Act (MSA), Marine Mammal Protection Act (MMPA), and National Historic Preservation Act (NHPA). Grantee will be responsible for complying with all applicable local, state and federal law reviews prior to implementing activities under the awards. Once the environmental review is completed by NOAA, Grantee will be authorized to expend Grant Funds for the above activities unless there are other conditions placed on the award that would restrict this expenditure of funds. Pending completion of the additional environmental review, this specific award condition will not apply to administrative project planning for these activities, including equipment purchases, and subaward competition administration.

R. Signage. Grantee may be required to display signage throughout any active removal or construction phases that acknowledges funding from NOAA Marine Debris Program and other contributing partners. If applicable, the signage should be displayed in a prominent location at the removal site or at a convenient disposal site. Proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

S. Video Production and Agency Review. To ensure consistent and coordinated communication, Grantee must collaborate with the NOAA Marine Debris Program on their plans for any video production associated with the Grant Purpose. NOAA may require a preproduction review of the video(s) developed for the Grant Purpose. Grantee must coordinate with the Foundation's Federal Program Officer or Technical Monitor regarding planned video releases, as NOAA clearance may be needed prior to release. Videos produced for the Grant Purpose must acknowledge NOAA Marine Debris Program as a funding contributor, as well as any additional acknowledgements of the Bipartisan Infrastructure Law as appropriate. All project materials containing the NOAA emblem or name must be reviewed and approved by the NOAA Marine Debris Program to determine whether its use is appropriate and consistent with agency guidance. Recipients must provide copies of final videos to NOAA or include them as attachments to interim or final progress reports, as appropriate.

3. Assurances. Grantee certifies that it is in compliance with the following provisions, as applicable to the Grant Purpose:

   A. Grantee has the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the Grant Purpose.

   B. Grantee will give the awarding agency, the Comptroller General of the United States and, if appropriate, the applicable state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Grant Funds; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

   C. Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

   D. Grantee will initiate and complete the Grant Purpose within the applicable time frame after receipt of the Grant Funds.

   E. Grantee will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

   F. Grantee will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the Grant Purpose, the Grant Funds, or this Agreement.

   G. Grantee will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

   H. Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

I. Grantee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

J. Grantee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Grantee in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

K. Grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93¬205).

L. Grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

M. Grantee will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

N. Grantee will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

O. Grantee will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

P. Grantee will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Q. Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

R. Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies applicable to this Agreement.

S. Grantee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Grantee or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the Grant Purpose or this Agreement.

4. NOAA Financial Assistance Administrative Terms. Grantee will comply with the following provisions:

   A. Maintaining Integrity. Grantee shall maintain the scientific integrity of research performed pursuant to this Agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to any sub-recipients.

   B. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

   C. Compliance with NOAA Standards. In performing or presenting the results of scientific activities related to the Grant Purpose and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, Grantee and all sub-recipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

   D. Primary Responsibility. Grantee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the Foundation, Grantee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

   E. Administrative Processes, Grantee has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

   F. Investigations. Grantee will provide Foundation with all reasonable assistance Foundation requires in investigating and correcting violations of scientific integrity or scientific and research misconduct.

   G. Grantee shall require all subrecipients to comply with this Section 4 (NOAA Financial Assistance Administrative Terms).

5. Grantee will comply with all terms and conditions applicable to Grantee as a subrecipient set forth in the following:

   A. Department of Commerce Financial Assistance Standard Terms and Conditions; and

   B. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as adopted pursuant to 2 CFR § 1327.101.

Proactive Removal of ADVs in Oregon Public Ports

ADV Removal Funding Opportunity

Oregon Department of State Lands

Mr. Josh Mulhollem
775 Summer St. NE, Suite 100
Salem, OR 97301

waterways.dsl@dsl.oregon.gov
O: 503-983-3967

Ms. Dorothy Diehl

775 Summer St. NE, Suite 100
Salem, OR 97301

dorothy.m.diehl@dsl.oregon.gov
O: 503-983-3967

FollowUp Form

Terms & Conditions

This GRANT AGREEMENT (this "Agreement") is entered into as of May 28, 2025 (the "Effective Date") by BOATU.S. FOUNDATION, a nonprofit organization, and the below named organization (the "Grantee").

Organization Name

Oregon Department of State Lands

Project Name/Title*

Name of Project

Proactive Removal of ADVs in Oregon Public Ports

WHEREAS, to support the ADVs: Leveraging Strategic Partnerships for Removal, Disposal, Prevention and Education Program, the Foundation desires to make a grant to the Grantee in the amount and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. Amount of Grant.
For the purposes described below, the Foundation has approved a grant to the Grantee in the amount below (the "Grant Funds"), payable over the payment schedule as set forth herein., subject to paragraphs 5.A.(v) and 12 herein.

Amount Awarded

$1,000,000.00

Approved Budget

Budget Item	Grant Funds
Personnel (Salaries and Wages)	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00

Supplies	$0.00
Contractual	$1,000,000.00
Other	$0.00
Total Direct Charges	1000000
Indirect Costs (F&A)	$0.00
Total Project Costs	1000000

Match Amount Committed
$999,535.00

2. Purpose of Grant. The Grant Funds shall be used by Grantee solely for the purpose outlined below in the project objectives. (the "Grant Purpose") – such purpose as is more thoroughly described in the Grantee's Application and agreed upon amendments.

Project Purpose:

- Remove and appropriately dispose of identified ADVs and associated debris.
- Launch a public outreach and education campaign about the negative effects of ADVs and how to mitigate future occurrences.
- Document the ADV removal process and post removal environmental recovery.

3. Grant Period.
For purposes of this Agreement, the "Grant Period" shall mean the period commencing on the Effective Date and ending on June 1, 2027 thereof, subject to paragraphs 5.A.(v) and 12 herein. Following the expiration of the Grant Period (or earlier termination as set forth in this Agreement), Grantee agrees to repay to the Foundation any unexpended Grant Funds.

Tenative Timeline
Please complete a tentative timeline for the project.

Notice of Award (May)
Award Negotiations (June)
Grant agreement executed (June/July)
Develop "application" process and review criteria for Ports (June-August)

Accept applications (July-Sept)
Engagement Phase 1 (July-Sept)
Meet with applicants on site (August/September)

Develop metrics gathering/tracking system (June-August)

Outreach Phase 1 (July/August)
Ports/DSL solicit bids (Sept-December)
Vessel removals begin (Oct 2025 - Feb 2027)
Outreach Phase 2 (March 2027)
Final invoice is paid (April 2027)
Final metrics are synthesized into a report (May 2027)

4. Grant Funding Schedule.

Subject to paragraphs 5.A.(v) and 12 herein, the Grant Funds to support the Grant Purpose shall be paid to Grantee per the schedule below. Each payment shall be delivered to the Grantee electronically through the Foundation's online payment system Bill.com.

Notwithstanding the foregoing, the Foundation, in its sole discretion, may accelerate payments (i.e., pay additional amounts to the Grantee in order to pay the total amount of the Grant Funds sooner), or withhold payments based on lack of compliance with the terms of this Agreement.

July 1, 2025 Payment Amount
$100,000.00

October 1, 2025 Payment Amount
$250,000.00

January 2, 2026 Payment Amount
$250,000.00

April 1, 2026 Payment Amount
$200,000.00

July 1, 2026 Payment Amound
$150,000.00

October 1, 2026 Payment Amount
$50,000.00

January 2, 2027 Payment Amount
$0.00

April 1, 2027 Payment Amount
$0.00

June 1, 2027 Final Payment Amount

$0.00

5. Grantee's Acknowledgment of NOAA Sub-Grant.

A. Grantee (on behalf of itself and its successors and assigns) acknowledges and agrees that:

(i) The Grant Funds are provided to the Grantee as a sub-grant by the Foundation under a grant award from the National Oceanic and Atmospheric Administration ("NOAA") under Award Number NA23NOS9990090 (the "Primary Grant") in response to the Foundation's proposal "ADVs – Leveraging Strategic Partnerships for Removal, Disposal, Prevent and Education";

(ii) The Primary Grant and the Grant Funds are subject to certain terms and conditions imposed by NOAA and applicable federal laws and regulations, including (but not limited to) those terms and conditions attached hereto as Exhibit A which terms and conditions apply to the Grantee mutatis mutandis. (the "Additional Conditions");

(iii) In addition to and without limiting any of its other obligations herein, the Grantee will (a) comply with the Additional Conditions, and all applicable laws and regulations, as related to its receipt and use of the Grant Funds and its performance under this Agreement and (b) assist the Foundation (as the Foundation may reasonably require) in connection with the Foundation's compliance with the Additional Conditions and any other terms and conditions imposed by NOAA and applicable laws and regulations with respect to the Primary Grant (including, but not limited to, the disbursement of the Grant Funds);

(iv) Distribution of Grant Funds to the Grantee is dependent (among other things) on NOAA fully funding the Primary Grant, and if the Primary Grant (or its funding) is delayed or terminated, becomes unavailable, or is not fully funded for any reason (or no reason) (each a "Primary Grant Adverse Event"), then the Grant Funds (in whole or in part) may not be distributed or made available to Grantee and the Foundation;

(v) In addition to any other rights available to the Foundation under this Agreement, the Foundation may at any time (with or without notice to the Grantee) terminate or suspend this Agreement (and the funding or distribution of any or all Grant Funds) at any time including but not limited to in connection with a Primary Grant Adverse Event;

[Exhibit A]

B. Grantee on behalf of and for itself, its Affiliates, and each of their successors and assigns (each a "Grantee Party") acknowledges and agrees that:

(i) No Grantee Party has any claim, action, suit, cause of action, or recourse of any kind (a "Claim"), against the Foundation, GEICO, any Affiliate of GEICO, NOAA, or any of their officers, directors, employees, managers, stockholders, members, representatives, agents, successors or assigns (the "Released Parties") in connection with (a) any Primary Grant Adverse Event, (b) any termination or suspension of this Agreement by the Foundation or its successors or assigns, or (c) any failure, suspensions or delays in funding all or any part of the Grant Funds,

(ii) Each Grantee Party hereby fully and forever waives, releases and discharges any or all Claims (whether or not legal or equitable or based in contract, quasi-contract -- e.g., reliance or unjust enrichment, tort or otherwise) it now has (or may in the future have) against any of the Released Parties whether actual or potential, real or imaginary, in connection with (a) any Primary Grant Adverse Event, (b) any termination or suspension of this Agreement by the Foundation or its successors or assigns, or (c) any failure, suspensions or delays in funding all or any part of the Grant Funds, and

(iii) No Grantee Party shall assert, initiate, pursue or maintain any Claim against any of the Released Parties in connection with any Primary Grant Adverse Event, any termination or suspension of this Agreement by the Foundation or its successors or assigns, or any failure, suspensions or delays in funding all or any part of the Grant Funds.

C. As used herein:

(i) The term "Affiliate" means any present or future entity that controls, is controlled by, or is under common control with another entity. Control exists when an entity owns or controls directly or indirectly at least fifty

percent (50%) plus one share of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

(ii) The term "GEICO" means the Government Employees Insurance Company.

6. Restrictions on the Use of Grants Funds. Grantee shall not use Grant Funds nor any income earned thereon to:

A. Carry on propaganda or otherwise to attempt to influence legislation,

B. Participate in, nor intervene in (including the publishing or distribution of statements) a political campaign on behalf of or in opposition to any candidate for public office, or to otherwise influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive,

C. Pay any Federal appropriated funds to any person to influence or to attempt to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, or

D. Inure to the benefit of or be distributable to any officer, director, or member of the Grantee, except that the Grantee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its and the Foundation's tax-exempt purposes,

E. Make any payment, distribution, or otherwise provide financial support to a foreign entity or foreign non-governmental organization that is not monitored by the Grantee, or

F. Undertake any activity that does align with charitable mission of BoatU.S. Foundation under the original grant received.

7. Reporting. During the Grant Period, Grantee shall provide to the Foundation bi-annual reports on the status of the fulfillment of the Grant Purpose as well as interim/unaudited financial statements by April 15th for the preceding period of October 1 through March 31 and by October 15th for the preceding period of April 1 through September 30. In addition, Grantee shall promptly provide such additional information, reports and documents as the Foundation may reasonably request and will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with the grant, for the purpose of making such financial reviews, verifications or grant evaluations as may be deemed necessary by the Foundation. Following the expiration of the Grant Period (or earlier termination as set forth in this Agreement), Grantee shall provide to the Foundation a complete financial accounting as to the use and expenditure of the Grant Funds.

8. Records and Audit. Grantee shall maintain complete and accurate accountings, receipts, books, and records pertaining to its use of the Grant Funds. Grantee shall retain such accountings, receipts, books, and records for four (4) years after the Grant Funds have been fully spent. Without limiting the generality of the foregoing and of Section 7, not more than once during the Grant Period, the Foundation may request an independent audit, conducted at the Grantee's sole expense, as to the use and expenditure of the Grant Funds.

9. Publicity. The Foundation retains the right to disclose Grantee's name and the amount of the grant, and use Grantee's logo, in internal and external communications, including, without limitation, on its website, in its outreach materials, to any public media, and on social media. Furthermore, in accordance with this paragraph 9, the Foundation will review and approve any proposed publicity by the Grantee relating to this grant, including any press release, publicity, post on social media, or use of any trademarks and service marks of the Foundation, of GEICO, or of any Affiliate of GEICO. Grantee shall cooperate with the Foundation in any efforts to announce the award of the Grant Funds. For these purposes, Grantee hereby grants the Foundation a royalty-free, fully-paid, nonexclusive, perpetual, and irrevocable license (including the right to sublicense) to use, store on its servers, copy, display, and distribute Grantee's name and/or trademarks and any trademarks associated with Grantee's products or services, in connection with the Grant Funds awarded under this Agreement. Grantee may not make any public statement pertaining to the award of the Grant Funds without the Foundation's express prior written permission. Grantee will submit to the Foundation all materials for publication, posting, or broadcast related to the grant for approval base don the approval timeline provided by the Foundation prior to the intended date of publication, posting, or broadcast or submission for publication, posting, or broadcast for the Foundation's review and approval. Grantee agrees to promptly forward to the Foundation copies of any news releases,

published materials, media articles, or social media posts mentioning this grant that come to the Grantee's notice or attention.

10. Indemnification. Grantee hereby agrees to release, indemnify, defend and hold harmless the Foundation, its affiliates, and their respective trustees, directors, officers, managers, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, brought by any third party or arising from or in connection with any act or omission of Grantee, its trustees, directors, officers, managers, employees, or agents, in applying for or accepting the Grant Funds, in expending or applying the proceeds of the Grant Funds, or in carrying out the Grant Purpose to be funded or financed by the Grant Funds.

11. Non-Compliance; Remedies. If the Foundation determines, in its sole discretion, (a) that Grantee has substantially violated or failed to comply with the terms set forth in this Agreement, (b) that the Grant Funds are not being used in an effective and efficient manner to further the Grant Purpose, or (c) that continuation of this Agreement could reasonably be expected to result in the failure of the Foundation to qualify as a tax-exempt organization under Section 501(c)(3) of the Code and/or a public charity under the Code or to have any other material adverse impact on the Foundation, then the Foundation may, in addition to any other legal remedies it may have, (i) terminate this Agreement upon written notice to Grantee, (ii) temporarily or permanently withhold any remaining Grant Funds, and/or (iii) require the repayment to the Foundation of any unexpended Grant Funds no later than thirty (30) days after receiving the Foundation's written demand. Furthermore, Grantee shall immediately repay to the Foundation any portion of the Grant Funds which have been spent or committed for any purpose other than the Grant Purpose. The Foundation may also avail itself of any other remedies available by law. This Agreement may be enforced by the Foundation by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that the Foundation shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

12. Miscellaneous Provisions.

A. Governing Law and Venue. Virginia law shall govern this Agreement and all disputes arising from, or related to, this Agreement, including, without limitation, contract, tort, statutory, and equity disputes. The courts in state of Virginia shall have exclusive jurisdiction over all such disputes, and Grantee hereby consents to the jurisdiction of those courts.

B. Survivability. The obligations under this Agreement will be continuous and survive expiration or termination of the Agreement as required by law or intended by their nature, including but not limited to, Sections 8, 9, and 111 of this Agreement.

C. Severability. Each provision of this Agreement shall be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement shall remain in full force and effect.

D. Assignment. The Foundation may assign any of its rights or delegate any of its obligations under this Agreement without the consent of Grantee. Grantee may not assign, or transfer by operation of law or court order, any of Grantee's rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.

E. Entire Agreement, Amendment, Waiver. This Agreement represents the entire agreement between the parties hereto and is intended to be the final expression of their agreement with respect to the subject matter hereof. No modification of this Agreement may be made except by written agreement, signed by duly authorized representatives of the parties hereto. No failure by the parties to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver. Any waiver must be made in writing and a waiver shall only be effective as to the specified event and shall not be deemed a waiver of any other right, remedy or any other provision.

F. Counterparts. The parties may sign this Agreement in separate counterparts, and each counterpart will constitute an original, but all counterparts together will constitute one instrument.

G. No Agency. Grantee, and not the Foundation, is solely responsible for all activities supported by the Grant Funds, the content of any product, report, or service created with the Grant Funds, and the manner in which any such product, report, or service may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

H. No Pledge. Each of the Foundation's grants is considered individually and no grant award should be construed as a precedent for subsequent gifts. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity, for this or any other project. The Grant Funds awarded under this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as of the Effective Date.

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

Name*

Josh Mulhollem

Job Title at Grantee Organization*

Waterways Stewardship Program Manager

Date*

06/09/2025

File Attachment Summary

Applicant File Uploads

No files were uploaded

Port of Newport

OLD BUSINESS AGENDA ITEM

DATE: 22 Jul 2026

RE: Amendments to KPFF Agreement for Engineering Services on NOAA Pier

TO: Port of Newport Board of Commissioners

ISSUED BY: Aaron Bretz, Director of Operations

BACKGROUND

Previously, the Executive Director approved a service agreement with KPFF to provide engineering support for the NOAA Pier Repair project that lasted through the end of the contracting phase. That agreement excluded construction support such as submittal analysis, requests for information analysis from the contractor, and special inspections.

Now that we have entered the construction phase of the project, these services require us to amend our service agreement with KPFF to include this work, which is necessary to keep the project moving.

The initial agreement was for services not to exceed $22,030.

DETAIL SUPPORTING

The estimated additional work consists of structural engineering construction administration (estimated $14,000), cathodic protection engineering construction administration (estimated $13,000), onsite inspections (estimated up to $18,000). This represents an additional $45,000 to the original agreement for a total of $67,030.

BUDGET IMPACTS

We have room in the budget as it was amended to cover this cost. This is reimbursable by insurance.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE EXCUTIVE DIRECTOR OR HER REPRESENTATIVE TO AMEND THE SERVICE AGREEMENT WITH KPFF FOR AN AMOUNT NOT TO EXCEED AN ADDITIONAL $45,000.

Port of Newport

NEW BUSINESS AGENDA ITEM

DATE: **22 Jul 2026**

RE: **Rejection of Bids for PD5 & 3 Electrical Upgrade in the Interest of the Public**

TO: **Port of Newport Board of Commissioners**

ISSUED BY: **Aaron Bretz, Director of Operations**

BACKGROUND

We received 7 responsive bids from responsible bidders on the PD5 & 3 electrical upgrade project. The lowest bid was about for $739,000. Our budget for this project this fiscal year was for $262,500. The low budget number was due to an error on my part; the engineer on the project did an excellent job of forecasting budget, and he rightfully recommended that we wait to finalize the budget figure based on the most recent copper prices around January, just before we were prepared to begin work on bidding the project. He provided me with the projected copper price based on the market at that time for the materials, and I provided that figure for the budget without adding the estimated cost of the rest of the project that was previously provided. The mistake was made by me, and not by the electrical engineer.

Unfortunately, due to the very tight budget we have this year, even if I had not made the error, we likely would not have been able to budget to complete this project due to the cost. I can avoid this error in the future by providing the same budget figure back to the electrical engineer for verification at the same time I send those numbers to finance for the draft budget.

It is my recommendation that because we have such a large budget shortfall on the project, it is in the public interest to reject all bids and complete the project in the following fiscal year.

BUDGET IMPACTS

We do not have sufficient budget to complete the project this year at the price of $739K.

RECOMMENDED MOTION

I MOVE TO REJECT ALL BIDS ON THE PORT DOCK 5 AND 3 ELECTRICAL UPGRADE PROJECT ON THE GROUNDS THAT IT IS IN THE PUBLIC INTEREST TO DO SO.

Port of Newport

FINANCE DEPARTMENT MONTHLY REPORT

DATE: 28 July 2026
PERIOD: July 1, 2025 to June 30, 2026
TO: Paula Miranda, Executive Director
ISSUED BY: Mark A. Brown, Director of Finance and Business Services

Financial Statements and Revenue Review

Attached for Commission review are the Balance Sheet and Income Statements through June 30, 2026. Also included are revenue comparison charts reflecting year-to-date (YTD) revenues compared to the prior year, all Fund Balance Sheet, and an income statement comparing Revenue and expenses year-to-year.

These reports are intended to provide additional context for current financial conditions and revenue trends as the Port continues to manage cash flow and reserves.

Executive Summary:

- FY 2025-26 General Fund Operating revenue exceeded budget by $490,734.
- For FY 2025-2026 General Operating Income exceeded expenses by $44,185.
- Operating expenses were favorable by $2.2 million.
- Total cash declined $1.53 million year-over-year.
- General Operating Fund balance ended the year at negative $309,537.
- Commercial Marina and International Terminal exceeded budget expectations.
- RV occupancy and revenues continue to decline consistent with national trends.
- Rogue Brewery bankruptcy remains a significant uncertainty with an estimated recovery of approximately $200,000.
- Elite Dynamics implementation and online reservation systems continue to improve operations and customer service.

Auditor

The audit times are tentatively scheduled. The Auditor will perform preliminary field work the week of July 27th, the remainder, which is the main part, will be in late September.

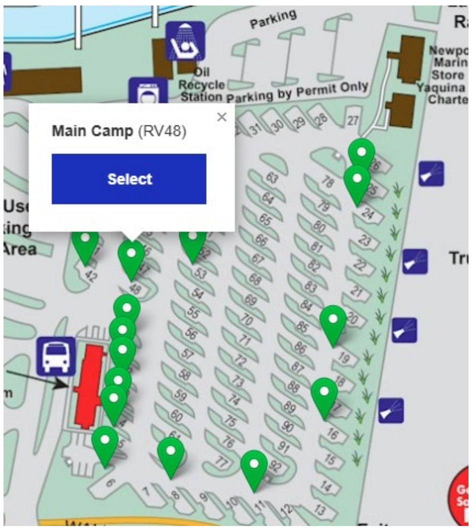
System Transition Details

Staff are starting to better understand the Elite Dynamics system; new guidelines are being rollout and new Standard Operating Procedures (SOP) are being written.

Online Presence
The Port has relaunched it's online presence and Mobile phone presence for the RV Park. Once the System has been fully vetted, this will be rolled out to the Marina for Transient Moorage, and to the Commercial Marina for Invoicing and Payment data.

Port staff has some initial issues with the Online system; this has caused work for South Beach staff. Elite Dynamics have or are addressing and correcting each of the identified issues.

Port Customers appear to be satisfied with the new system, the system includes a map where customers can book their reservation, as shown below.



Time System

The Port implemented a time clock kiosk in the Commercial Marina to streamline employee timekeeping and improve operational efficiency. The kiosk, consisting of a configured iPad, when fully implemented will allow staff to easily clock in and out each day, switch between shifts with different pay rates, and transfer between departments as needed. The kiosk strengthens internal controls by allowing employees to directly record their own time, reducing the need for supervisor intervention and minimizing the potential for data-entry errors. Additional time clocks will be rolled out to South Beach Operations and the International Terminal.

Prior to implementation, employees relied on personal cell phones to track their start and end times, which was not an ideal process, and created potential record-retention and documentation concerns. Additionally, seasonal employees do not have access to computers, requiring supervisors or other staff members to enter time on their behalf.

The new time clock kiosk eliminates these challenges by providing all staff with a dedicated, accessible, and accurate method for recording their work hours.

The kiosk strengthens internal controls by allowing employees to directly record their own time, reducing the need for supervisor intervention and minimizing the potential for data-entry errors. The new process is expected to reduce payroll administration time and improve the accuracy of labor allocation.

Bankruptcy
The Auction at Rogue brewery has occurred. Shannon has indicated we should hopefully get $200,000, but at this time there a lot uncertainty. The distillery has been emptied.

Year-to-Year Revenue Comparison – General Operating Fund

Area	CY Revenue	PY Revenue	Variance	
Leases	1,062,660	926,689	135,972	Favorable
Moorage	2,514,783	2,270,742	244n041	Favorable
RV Space Rental	1,033,447	1,382,413	-348,966	Unfavorable

Nationally, RV Space revenue has declined

** The Port stopped invoicing Oregon Brewing for their leased space. The Port filed a claim for $1.2 million with the Bankruptcy Court.

Fiscal year Department Revenue Comparison – General Operating Fund

Area	Lease	Moorage	Services	RV Space	Fees	Misc	Totals*
South Beach	483,042	1,351,085	16,657	1,025,574	256,304	-399	3,132,024
Comm Mrna	196,647	950,602	249,338		228,335	298,024	1,922,628
NIT Cargo		53,090	122,351		12,913		188,354
NIT Fishing	382,971	156,123	410,713		410,713	73	1,125,670

RV Park and Marina Occupancy
After comparing the Ports performance with external benchmarks, we found that lower occupancy is consistent across the United States. To increase use by short term customers, special offers were approved by the Executive Director.

Main RV Park
Occupancy Percent

Month	2022-23	2023-24	2024-25	2025-26
July	96.28%	102.73%	98.56%	94.11%
August	98.74%	101.16%	99.80%	97.16%
September	95.94%	102.28%	98.30%	87.21%
October	62.89%	52.07%	37.06%	81.78%
November	31.87%	26.37%	23.66%	16.92%
December	21.88%	24.50%	15.85%	8.92%
January	25.14%	18.10%	16.16%	9.82%
February	28.65%	26.16%	29.08%	15.22%**
March	36.23%	31.63%	32.29%	6.59%
April	44.10%	34.57%	27.03%	5.49%
May	68.76%	59.19%	51.82%	28.57%
June	97.90%	89.71%	83.73%	54.95%

RV Park Annex
Occupancy Percent

Month	2022-23	2023-24	2024-25	2025-26
July	85.71%	92.99%	89.21%	79.84%
August	85.11%	94.17%	91.90%	88.71%
September	78.65%	76.09%	69.10%	65.58%
October	36.54%	19.29%	19.04%	8.90%
November	18.80%	17.01%	4.62%	0%
December	15.94%	16.60%	0.00%	0%
January	21.16%	15.30%	0.00%	0%
February	20.67%	19.10%	12.23%	0%
March	12.49%	12.90%	10.24%	1.92%
April	16.20%	20.64%	13.99%	3.85%
May	44.17%	42.06%	31.58%	23.08%
June	67.44%	71.22%	62.31%	46.15%

Dry Camp Main
Occupancy Percent

Month	2022-23	2023-24	2024-25	2025-26
July	53.04%	55.90%	45.30%	36.36%
August	43.50%	57.37%	44.40%	36.18%
September	39.29%	5.44%	36.00%	18.43%
October	15.39%	3.00%	8.66%	56.54%
November	9.33%	1.48%	8.33%	57.1%
December	4.70%	1.01%	6.54%	19.56%
January	2.58%	0.13%	1.61%	56.31%
February	3.59%	6.50%	4.23%	0%
March	2.58%	8.89%	4.56%	4.84%
April	3.38%	5.33%	4.67%	4.0%

May	11.34%	1.86%	8.57%	12.00%
June	20.24%	18.86%	16.52%	12.00

Dry Camp Overflow
Occupancy Percent

Month	2022-23	2023-24	2024-25	2025-26
July				
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				2.7%

South Beach Marina Occupancy Percent

* This might be slightly inflated by abandoned and derelict vessels;
Starting February 2026, does not include annual Moorage

Month	2022-23	2023-24	2024-25	2025-26
July	95.84%	91.33%	89.87%	92.54%
August	94.46%	90.60%	88.20%	93.32%
September	93.30%	81.91%	88.98%	92.11%
October	81.40%	81.16%	77.22%	87.78%
November	52.83%	47.96%	46.08%	50.19%
December	50.39%	46.34%	44.62%	46.85%
January	50.40%	17.24%	45.97%	46.63%
February	49.83%	44.42%	45.48%	38.86%**
March	49.84%	44.84%	44.31%	37.79%
April	58.32%	55.66%	56.11%	44.14%
May	88.82%	85.21%	86.56	70.63%
June	90.26%	88.32%	90.73%	72.43

Transient Vessels
Occupancy Percent

Month	2022-23	2023-24	2024-25	2025-26
July		73.07%	65.61%	63.8%
August		68.95%	52.80%	70.07%
September		59.72%	70.05%	63.75%

October		33.74%	38.98%	33.11%
November		25.37%	34.72%	29.35%
December		22.27%	27.55%	26.25%
January		20.92%	27.11%	28.49%
February		27.53%	26.59%	16.48%
March		28.45%	27.69%	
April	3.56%	28.47%	30.37%	
May	15.99%	44.49%	38.31%	
June	23.52%	45.00%	41.81%	

Commercial Marina*
Occupancy Percent (Full occupancy is 80%)
* This might be slightly inflated by abandoned and derelict vessels
Starting February 2026, does not include annual/semiAnnual Moorage

Month	2022-23	2023-24	2024-25	**2025-26**
July	59.94%	77.00%	79.66%	74.37%
August	83.30%	83.20%	80.65%	75.45%
September	62.82%	79.07%	79.36%	83.87%
October	63.30%	79.28%	75.69%	74.74%
November	67.44%	81.04%	73.21%	76.02%
December	69.72%	81.79%	74.90%	74.42%
January	75.65%	79.66%	78.26%	73.27%
February	82.12%	80.05%	79.72%	62.79%**
March	77.63%	79.29%	76.71%	63.91%
April	75.79%	77.30%	75.65%	56.14%
May	76.40%	76.03%	70.49%	55.34%
June	77.30%	74.18%	77.65%	64.31%

** Switch to Elite Dynamics, The Vacancy calculates occupancy differently, excluding Long-term stays this reduces Occupancy

General Operating Fund
Budget Vs Actual
The Port's overall cash position as of June 30, 2026, **declined by $1,534,226** to $4,291,177 as compared to its cash position on June 30, 2025.

Balance Sheet
The Preliminary Year-end financial statements are provided for reference

General Operating Fund Cash Position

In January, Port staff transferred $700,000 from Reserve Funds to the General Operating Fund. **The Ports General Operating Cash Balance declined by $791,261** as compared to its cash position on June 30, 2025.

The current General Operating Fund balance is **$-309,537** and remaining Reserve Funds of $1,319,152. By December 31, 2026 Port staff hope to transfer a portion of this balance back to the Reserve fund. Between February and April, the Port incurs a higher concentration of expenses, some of this is due to annual software licensing, insurance renewals, and other first-of-year activity.

At some point this year, the Port will see funds from the Rogue bankruptcy which will improve the ports liquidity.

General Operating Funds (GOF) FY 2025-26, Budget Vs Actual:

** Includes a portion of Rogue Brewery lease.*

All Departments	
Narrative	Amount
Operating Revenue is favorable by	490,734
Operating Expenses are favorable by	2,218,991
Operating Income is favorable by	2,709,725
Non-operating Revenue is favorable by	8,850,426
Non-Operating Expenses are favorable by	2,121,229
Non-Operating Income is favorable by	10,971,655
Income before Loans and Depreciation is favorable by	13,681,380
Loans	0
Overhead Allocation is	186,219
Depreciation expense is	2,271,342

Variance Explanation

Overall, the Port's financial performance compared favorably to budgeted income and expenses, despite the loss of Rogue Brewery. However, several planned capital projects were not completed during the fiscal year. The significant increase in non-operating income is largely the result of a gain recognized from leasehold improvements.

Non-Departmental (dept 000)

This department accounts for debt service other than General Obligation (GO) bond payments, as well as fund transfers occurring within the General Operating Fund. This is only the Principle Portion of the Debt Service. The Interest portion of the payment is included in the Departmental budget and expenditures, as required by GASB/GAAP.

Establishing and reporting on this department is required by the Department of Revenue.

Non-Departmental, Department 000	
Narrative	Amount
Non-operating revenue is unfavorable	1,956,982
Non-Operating Expenses are favorable	144,178

Variance Explanation

Administrative Department

Administration, Department 100	
Narrative	Amount
Operating revenue is unfavorable by	153,338
Operating expenses are favorable by	267,366
Operating income is unfavorable by	420,704
Non-operating revenue is unfavorable by	90,820
Non-operating expenses are unfavorable by	33,756
Non-operating income is unfavorable by	124,576
Depreciation expense is	173,594

Variance Explanation
This budget is reasonably close to actuals; therefore no explanation will be provided.

Commercial Marina, Department 300	
Narrative	Amount
Operating Revenue is favorable by	646,628
Operating Expenses are favorable by	717,743
Operating Income is favorable by	1,394,372
Non-operating Revenues are unfavorable	277,193
Non-Operating Expenses are favorable by	111,645
Non-Operating Income is unfavorable by	165,548
Net income (before Deprec & loans) is favorable by	1,228,824
Depreciation expense is	166,935
Overhead allocation is	474,644

Variance Explanation

- Major projects have not be completed including the electrical work on Port Dock 5, Permits for Port Dock 7, and planning for Pacific Seafood processing.

International Terminal, Department 500..501	
Narrative	Amount
Operating revenue is favorable by	260,324
Operating expenses are favorable by	248,445
Operating income is favorable by	508,7696
Non-operating revenue is favorable by	746,068
Non-operating expenses are favorable by	1,752,231
Non-operating income is favorable by	2,498,299
Income before Deprec and Loans is favorable	3,007,068
Depreciation expense is	1,330,732
Overhead allocation is	182,825

In addition to an income statement for the International Terminal, I have provided in your financial statements an income statement for Fishing activities and Cargo activities at the International Terminal.

Variance Explanation

Some projects that were projected to be complete, are not yet complete. Squid have been a boon to the International Terminal this year, with a record number of pounds being offloaded. That combined with the Terminal Services have put the International Terminal into a positive position this year, even when overhead and depreciation is included!

South Beach, Department 700	
Narrative	Amount
Operating revenue is unfavorable	569,556
Operating expenses are favorable	953,230
Net operating income is favorable	383.,673
Non-operating revenue is favorable	10,429,353
Non-operating expenses is favorable	146,931
Non-operating income is favorable	10,576,284
Income before Deprec and Loans is favorable	10.,959,957
Depreciation expense is	600,080
Overhead Allocation is	488,816

Variance Explanation:

No major projects were completed in South Beach this past year, this includes the RV park overhang, dredging, a new compactor, and engineering for a new Service Dock. Non-Operating Revenue is high as a result of acquiring Rogue Brewing companies Leasehold improvements.

NOAA Lease Revenue Fund

Cash Position

The Revenue Bond covenants require the Port to set aside the maximum future bond payment of $1,761,721.

The current cash balance in the NOAA Fund is $2,234,506. After meeting the required bond set-aside, $472,785 remains available in the NOAA Fund.

In Fiscal Year 2027, the Port is planning to dredge the NOAA berths as required under the contract, the Port will need to make sure it has the cash reserves to dredge these berths.

NOAA Lease Revenue Fund	
Narrative	Amount
Operating revenue is unfavorable by	166,795
Operating expenses are favorable by	62,945
Operating income is unfavorable by	103,849
Non-operating revenue is favorable by	27,116
Non-operating expenses are favorable by	71,774
Income before Deprec and Loans is unfavorable	4,959
Depreciation expense is	1,498,095
Overhead Allocation is	186,219

Variance Explanation (NOAA)

The variance is due to unprocessed increases related to the insurance costs of NOAA.

Other Fund Balances

Reserve Fund (Fund 600)

Cash available. after transfer of $700,000 $1,319,152

Bonded Debt Fund (Fund 400)

Cash available: The Port has $453,530 set aside for Bond Payments.

The Port has received 1,090,320 out of an estimated $1,055.000 which is more than expected.

Facility Maintenance Fund (Fund 200)

The Port has $592,103 set aside for future projects.

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

Past Due Balances.

The transfer of account balances from Pacsoft to Elite Dynamics was completed successfully, and all balances were aged correctly during the conversion process.

However, when the Port initially implemented Elite Dynamics, service ticket data was provided to the vendor in spreadsheet format. The vendor then processed this data and imported it into Elite Dynamics for invoicing. During that process, some invoices were assigned incorrect due dates, causing certain invoices to appear as past due when they were not actually delinquent.

To address this issue, the Aging Report has been adjusted to exclude those customers whose invoices were incorrectly classified as past due, ensuring that the report more accurately reflects outstanding receivables.

Aging Report is sent separately with notes.

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Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month	Month	May			June			Comment
Name	Name	Total Owe	90 days	120+ days	Total Owe	90 days	120+ days	
C00011	Cape Cleare Inc	1,204	369	768	1,572	67	1,137	Paying down
C00023	Refuge Fisheries, INC ; Eclipse	4,275	97	4,120	3,957	57	3,717	Paying down
C00099	David Day	4,124	97	236	4,124	384	333	No payments - Seize/Collections letter
C00105	Lewis Hill	271	86	-	-	-	-	
C00132	Tiburon Fisheries; Cap Elza	1,185	129	-	4,920	-	129	Payment plan
C00133	Tiburon Fisheries LLC; Defiant	9,454	-	9,454	11,063	-	9,454	Payment plan
C00138	Steve Lovin - Lucky One	593	-	593	593	-	593	
C00139	Anona Kay Enterprises, LLC	6,888	1,385	67	1,580	-	1,453	Paying down
C00161	Matt Munkres	2,178	407	1,684	2,585	87	2,091	Put on Credit Hold
C00167	Safe Coast Seafoods	918	177	708	1,095	34	884	Reached out about past due recently
C00175	Russel Diede	2,425	-	1,822	2,492	-	1,822	Last paid 2/20 credit Hold
C00176	Russel Diede	197	164	-	197	34	164	0
C00187	Harrison Tibbetts	184	-	184	184	-	184	Collections letter
C00204	Trident Seafoods Corp; Pacific Ram	2,131	315	-	-	-	-	
C00205	Trident Seafoods Corp; Marcy J	91	46	-	4,360	46	46	
C00240	Free Spirit Seafood LLC	871	-	871	871	-	871	Collections letter
C00262	Dustin & Kristi Winn	550	-	550	550	-	550	Collection letter - Charter Permit
C00303	Aaron (Zhang Yuan) Tang	2,616	-	2,616	2,616	-	2,616	Seizure letter
C00306	JKO Enterprises LLC; Nordic Valor	1,973	860	-	2,216	1,113	860	
C00320	Emerald Sea LLC	4,274	205	-	4,355	296	205	Need Payment or Credit Hold
C00353	Donald Koskela	457	-	457	457	-	457	Charter License, Collections letter
C00363	Johnny Russell	5,728	860	3,176	4,928	832	3,236	Collections/Seize
C00372	Brad Scudder	67	34	-	-	-	-	
C00381	NMFS/NOAA; Last Straw	763	-	653	4,018	109	653	
C00394	Daniel Kistler	1,711	-	1,711	1,711	-	1,711	Collections/Seize
C00412	Gary Lewis	226	-	5	226	-	5	Collections letter NO CREDIT
C00444	Jason Albee	1,717	-	1,717	1,717	-	1,717	Paid $3434.01 on Booking Card, Reverse??
C00455	John Ellis ; Miss Yvonne	88	34	-	396	55	34	
C00457	Paul Fisher	1,056	-	1,056	1,056	-	1,056	Collections/Seize
C00462	Chris Garrett	3,909	-	3,909	3,309	-	3,309	Piad 3270.12 in bookings/Duplicate??
C00471	Gregory Temple	3,508	-	2,301	3,508	-	2,301	Credit Hold (no Services)
C00494	ODFW - Ophiodon	905	-	905	905	-	905	0

Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month	Month	May				June			Comment
Name	Name	Total Owe	90 days	120+ days		Total Owe	90 days	120+ days	
C00511	L & C Fisheries; Miss Emmaline	261	130	-		-	-	-	
C00525	Deborah Lane	259	-	259		259	-	259	Collections letter
C00529	Sam Andrews	238	-	238		238	-	238	Collections letter
C00539	Smith and Hika Fisheries LLC- IDA B	31,304	159	27,765		31,345	946	27,424	Paying down.
C00542	Treg Montagne	2,616	-	2,616		2,616	-	2,616	Paid $2564.80 in Bookings… Duplicate??
C00543	Scott Hewitt	474	-	474		474	-	474	Collections letter
C00549	Angela & Don Carter	250	-	250		250	-	250	Collections letter
C00573	Samantha Auteri	2,711	2,703	8		2,711	-	2,711	Collections letter
C00582	Shaunna Adams	54	-	54		54	-	54	Collections letter/Write off
C00633	Dan Lay	232	-	232		232	-	232	Collections letter/Collections
C00636	MidCoast Fisheries LLC; Equalizer	1,524	383	693		2,122	448	1,076	Hasen't made payment in a while Status?
C00657	Pablo Garin	450	-	450		450	-	450	Collections letter/ Collections
C00670	Lori Baker	266	-	266		266	-	266	Collections letter/ Collections
C00672	Transmarine Navigation Corporation	50,566	-	50,566		50,566	-	50,566	Rapid review of invoice to get Port payment.
C00688	Ken Dixon	87	-	87		87	-	87	Collections letter/Write off
C00697	Dan Krouse	65	-	65		65	-	65	Collections letter/Write off
C00722	Jayne Fontaine	65	-	65		65	-	65	Collections letter/Write off
C00735	Doug Phillips	157	38	81		157	38	119	Collections letter/Lot Storage NIT/Seizure
C00747	Clint Henry Young	436	-	436		436	-	436	SOLD boat Colledctions letter/Collections
C00750	Valerie Karnes	5,950	-	3,580		7,115	1,165	3,580	County to pay past due
C00763	John Foster	401	-	401		401	-	401	Collections
C00774	Justin Kruse	2,476	-	688		3,475	666	688	Collections Letter and/or PAID ON BOOKINGS
C00777	Travis Collier	4,004	-	335		5,320	-	335	Seizure
C00787	Lady Jaye LLC.	2,297	97	-		5,283	943	97	0
C00790	Tom Nagy	5,278	-	258		7,102	-	110	Seizing
C00792	Brookings Fishing Charters; Umatilla	5,981	-	5,981		5,481	-	5,481	Paying down from Rogue Fisheries
C00840	Billeter Marine - Regulator	1,515	-	1,515		1,024	-	1,024	Credit Hold (no Services)
C00936	Billeter Marine - Pacific Eagle	2,597	-	2,597		2,597	-	2,597	Credit Hold (no Services)
C00937	Billeter Marine	5,383	1,998	1,693		8,991	1,693	3,690	Credit Hold (no Services)
C00960	Pacific Seafood Pacific Surimi	3,505	951	851		-	-	-	
C00961	Raymond Carel -Saltybros LLC Lease	1,639	-	1,496		1,474	143	1,331	Paying down
C00967	Leslie Lee, Inc.	2,772	761	-		-	-	-	

Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month	Month	May			June			Comment
Name	Name	Total Owe	90 days	120+ days	Total Owe	90 days	120+ days	
C00969	F & S Fisheries	5,114	513	357	5,934	188	870	Credit Hold (no Services)
C00978	James Emory- Robin ANN	5,056	91	67	5,090	274	158	
C00981	Alfonso Barrera	231	-	231	231	-	231	Collections letter/Collections
C00982	Joe Lindholm Jr	152	76	-	-	-	-	
C00999	Alan Baird	4,849	292	149	-	-	-	
C01005	Greg Dewar	1,053	226	721	1,303	106	947	Credit Hold (no Services)
C01018	PACIFIC FISHERIES, LLC; Erin Nic	1,144	34	-	-	-	-	
C01032	Heritage Inc; Kylie Lynn	803	770	-	-	-	-	
C01039	Tana C Inc.	212	57	-	-	-	-	
C01044	Kurt Nichols; Islander	125	91	-	255	34	91	0
C01060	Fresh Wild Tuna, LLC; Royal Mariner	3,523	1,225	752	3,694	1,546	1,977	Credit Hold (no Services)
C01063	Robert Clark	586	-	586	586	-	586	no action
C01064	Mark Richardson	9,535	247	9,041	10,061	247	9,288	Payment plan
C01071	Western Breeze LLC	760	380	-	-	-	-	
C01075	Kenneth Hayner	504	34	142	528	34	176	Credit Hold (no Services)
C01079	Seawater Seafoods Co	826	192	-	1,248	634	192	paying down
C01093	Lloyd Dale Doyle Jr	1,032	-	1,032	1,032	-	1,032	Collections letter/Collections vessel gone. was on payment
C01103	Argos Inc; Timmy Boy	532	225	-	759	307	225	
C01115	Bob Kemp	1,451	763	226	-	-	-	
C01119	Sterling Morris	795	331	-	1,126	464	331	Credit Hold (no Services), no payment 90 days
C01136	JC Fisheries Inc.; Prospector	7,441	4,736	1,741	13,429	964	6,477	Credit Hold (no Services), no payment 90 days
C01147	Elic Stafford	76	-	76	76	-	76	Collections letter/Write off
C01150	Kaleb Thorson	2,616	-	2,616	2,616	-	2,616	Seizure letter/Seizure
C01155	Corsair Inc; Tauny Ann	1,401	868	533	1,435	-	1,401	Credit Hold (no Services), no payment 90 days
C01159	Rogue Fisheries; Dawn Treader	9,025	587	8,135	9,035	303	8,022	Paid a litle selling vessel/Lien on vessel
C01169	Brett Pankey	6,104	542	2,157	6,252	505	2,699	paid $2000, no action
C01177	RG Fisheries LLC	872	310	252	3,043	310	562	
C01178	Ripka Fisheries LLC; Jeanoah	11,184	1,576	-	14,422	2,924	1,576	
C01180	Challenge Fisheries Inc.	601	271	36	658	295	307	Need to apply payment/Credit
C01181	Patriot Fisheries	3,190	2,943	247	3,190	-	3,190	
C01188	F/V Pacific Inc.; Pacific	5,936	931	-	-	-	-	
C01193	Red Boat Inc/Trustin Inc; Coast Pride	3,674	3,560	-	-	-	-	

Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month Name	Month Name	May Total Owe	May 90 days	May 120+ days	June Total Owe	June 90 days	June 120+ days	Comment
C01201	Pat Dean	5,406	-	5,406	5,406	-	5,406	Paying down after vessel purchase
C01219	Sundad Fisheries LLC	1,390	595	34	1,798	761	629	Credit Hold (no Services), no payment 90 days
C01224	BP Fishing; Dawn Venture	3,089	34	3,022	3,123	34	3,055	Credit Hold (no Services), no payment 90 days
C01225	BP Fishing; Pacific Rim II	305	-	205	305	-	205	
C01228	Crabby FIsh, Inc.; Deacon	2,093	1,069	91	-	-	-	
C01241	Raven Enterprises Inc	1,628	305	-	-	-	-	
C01246	Rigel Greenway	437	-	437	437	-	437	Collections Letter/Collections
C01247	Surgener Fisheries- Triggerfish	3,122	57	-	3,381	144	57	
C01253	F/V Mark 1 LLC	871	-	871	-	-	-	
C01254	Aquarius Inc.; Monde Uni	4,149	100	57	4,633	584	157	Credit Hold (no Services), no payment 90 days
C01255	Big Wave Partnership	3,151	2,910	-	-	-	-	
C01257	Natalie Gail LLC	8,484	1,076	4,652	-	-	-	
C01262	Permit Four, LLC	1,576	468	-	2,029	1,108	468	Credit Hold (no Services), no payment 90 days
C01266	Jaka B Fisheries	1,128	389	120	1,317	619	509	
C01274	Mark Whittier	739	34	605	739	100	639	
C01275	Mark Whittier; Alana Ann	1,584	934	115	2,593	534	1,049	
C01279	A.S.K.; ALASKA TROJAN	635	213	-	-	-	-	
C01280	Surgener Fisheries- Tommy John	360	91	-	1,456	269	91	
C01284	Yager Fisheries LLC; Eddie and Rod	4,634	3,872	-	5,195	762	3,872	
C01288	Marathon Fisheries Inc	1,269	635	-	-	-	-	
C01295	Retherford Fisheries Inc.; Mandy J	1,618	344	-	-	-	-	
C01300	Tempo LLC	6,534	1,146	-	-	-	-	
C01305	F & S Fisheries	1,913	599	1,030	2,976	285	1,629	Credit Hold (no Services), no payment 90 days
C01310	Lynch Fisheries	673	673	-	673	-	673	No action
C01312	Harlan Matthews	1,050	401	280	2,276	369	682	Credit Hold (no Services), no payment 90 days
C01322	North American Fishing LLC	740	467	-	740	273	467	Collecitons letter/Collections
C01334	Derek Andersen	750	750	-	750	-	750	May have paid via bookings
C01385	Frank Button	745	61	122	745	562	182	Collections letter
C01465	David Lane	4,484	(100)	1,744	4,484	-	1,644	Paid Recently paying down
C01512	Bruce Garrett	2,616	-	2,616	2,616	-	2,616	May have paid via bookings
C01513	Michael Gatens	4,741	-	3,457	4,741	-	3,457	Seized will write off after sale date
C01527	Chestnut Fisheries LLC	6,081	5,218	38	2,839	826	1,867	Paid Recently paying down

Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month	Month	May			June			Comment
Name	Name	Total Owe	90 days	120+ days	Total Owe	90 days	120+ days	
C01599	Jonathan Knape	1,092	-	780	948	156	780	May have paid via bookings
C01633	Kelvin Vaughan	1,160	46	97	2,413	46	143	Credit Hold (no Services), no payment 90 days
C01637	Bill McCurdy- B05	4,880	-	4,880	4,880	-	4,880	May have paid via bookings
C01679	Kindred Fisheries, Inc; Saint Joseph	465	170	-	970	295	170	no action today
C01680	Kindred Fisheries, Inc; Paige Marie	5,137	193	822	-	-	-	
C01695	Bob Rudel	3,254	-	3,254	3,254	-	3,254	Booking 154 no balanceCollections letter
C01697	PACIFIC PROVIDER INC. LADY K	3,022	1,088	-	3,022	1,934	1,088	Credit Hold (no Services), no payment 90 days
C01720	Rodney Snyder	4,323	-	4,323	4,323	-	4,323	May have paid via bookings (00089.00981)
C01722	Miss Raven Charters LLC- Mike Sore	550	-	550	550	-	550	Charter License, Collections letter
C01741	Rasela Strasburg	12,775	-	9,760	12,931	156	9,760	Complicated, but must evict
C01746	Travis Taylor	30	-	30	30	-	30	Write off or Collection letter
C01807	Hale Abels	97	97	-	97	-	97	May have paid in bookings
C01815	West Coast Seafood LLC	13,059	2,981	-	-	-	-	
C01816	Carver Inc -Fuel Dock PD5	2,764	136	1,708	3,685	-	1,843	0
C01823	Oregon Brewing Company	220,000	25,615	166,571	220,000	27,815	192,185	0
C01830	Newport Fab Shop	11,762	1,921	3,982	-	-	-	
C01862	Southern California Seafoods	67,408	37,730	-	67,408	29,678	37,730	Contacting for payment
C01868	Living Pacific Seafood LLC	38,675	33,950	456	41,848	4,270	34,406	will pay. reviewing older tickets that were just added.
C01886	Gladius Fisheries LLC; Northern Ligh	158	158	-	158	-	158	Collections letter
C01887	Oregon Oyster Farms	910	910	-	910	-	910	Collections letter
C01951	Matheson Marine Services	6,711	120	47	3,744	209	167	0
C00064	Doyle Wormington/ Bogdan Baciu				2,150	2,150	-	
C00065	Joe Zelfer				468	156	-	
C00509	Neal Leslie				239	239	-	
C00535	Dan Cardoso				62	62	-	Looks like an Error ----
C00944	Bruce (Cole) McHenry				1,423	668	-	
C00945	Bruce (Cole) McHenry; Western Hunt				753	30	-	
C01069	Darrell Harper				337	337	-	
C01070	Miss Berdie Inc				13,057	3,020	-	
C01163	FV Wahoo Inc; CGS Fisheries				560	363	-	
C01324	John Zuanich				5,105	237	-	
C01814	NW Vessel Management				1,107	25	-	

Past Due Report

all numbers have been rounded to the nearest dollar

Not showing 0 to 60 days past due

Month	Month	May			June			Comment
Name	Name	Total Owe	90 days	120+ days	Total Owe	90 days	120+ days	
C01896	Seeadler LLC				97	97	-	
C01908	Ron Kemp				100	100	-	
C01909	Todd Korth- Dream Catcher				1,084	50	-	
0								
Total		**768,980**	**161,807**	**394,826**	**751,183**	**97,608**	**515,263**	

Port of Newport

DIRECTOR OF OPERATIONS REPORT

DATE: 7/22/2026

PERIOD: May 2026-June 2026

TO: Paula J. Miranda, Executive Director

ISSUED BY: Aaron Bretz

OVERVIEW DIROPS

Summary:
The recreational marina remains busy, and the Commercial Marina has been relatively busy with offloads. The International Terminal has slowed, although we do have a berthing application from a research vessel who intends to call at the Terminal in September. We continue to have an elevated amount of vandalism and disruptive conduct from people on Port properties. The 4th of July fireworks went very smoothly for us, and there were no problems at McLean Point to report from the event. The car show also went very smoothly this year and was widely attended in South Beach.

Detail:

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

  Still standing by to move into the implementation phase while the CAP program undergoes review.

- **NOAA MOC-P Pier Fire**

  WCC has begun pouring the precast concrete slabs, and we have been processing requests for information and contractor submittals. They are scheduled to begin work onsite in mid August.

- **RORO Dock Piling Assessment**

  Have followed up with Dept. of Agriculture and am awaiting a determination on approval to move forward.

- **Abandoned and Derelict Vessel Removal Funding Efforts**

  Held meeting with Regional Solutions Team to discuss permitting on the project that the Port of Toledo is pursuing. The Executive Director for the Port of Toledo is currently out of the office, and we're awaiting their successful application to DEQ to attain the permit the department would like them to have to commence work.

- **Dredging**

  Still on hold pending funding. Shoaling in South Beach continues to be an increasing problem as shown in last month's report.

- **<u>Port Dock 5 Electrical Pedestals</u>**
  See report.

- **<u>PIDP Grant</u>**
  Quarterly report was submitted for the past quarter; extended the window for bidding on the project to accommodate the changes we've made regarding the grubbing standards.

- **<u>Repairs of Port Dock 7 from sinking of ASHTELLA RHELYNN</u>**
  Proposal will be presented at the August meeting; repairs to commence after Port Commission approval in September.

- **<u>Rogue Bankruptcy Properties</u>**
  The whiskey barrels have been removed, but the barrel racks remain. We've passed this along to the bankruptcy attorney for disposition.

- **<u>New Dolphin at Terminal</u>**
  Permit process is ongoing.

- **<u>Security</u>**
  In the early morning hours of 03JUL, some vandals accessed the power supply to the Port Administration Building, removed the locks on the knife switches, and secured power to the building. This was an observed holiday, so the Port office was closed, and it took a couple hours to figure out that this was the source of an internet outage at the RV Park Office. We reenergized power and returned internet to the RV Park Office, and filed a police report. We did capture the individuals on the security cameras and provided the footage to the Police.

  Copper wire was stolen from the outside of the worksite in South Beach where the trustee's contractors are removing the wastewater equipment. We provided security camera footage to the police, and the contractors have filed a police report.

<u>Newport International Terminal- Don Moon, Supervisor</u>

<u>Billable Services Performed this Period (Jan-Feb)</u>

☒ Forklift –53.5 hrs **☒ Moorage – 52 Days**

☒ Hydraulic Crane 17 hrs **Axles- 30**

☒ Hoist Dock Tie Up –46.75 hrs

☒ Net Work – 15 days

☒ Labor – 70.5 hrs **☒ 120V power – 0 hrs**

☒Other Overtime Billed 2 hrs **☒ 208V power – 50 Days**

Cargo Related Operations:
Mobile Crane: 0
Forklift Rental by Stevedore: 0
Truck Toll: 0
Longshore Labor: 0

Harbormaster- Kody Robinson

South Beach Marina:

☒ Boat launches, June 1st- July 1st $ 6979 @ 581 launches

Recreational Marina:

Staff have been doing an excellent job of keeping the facilities, bathrooms, showers and laundry going even with getting callouts to address other facility issues. Staff continue to monitor and maintain derelict fleet. Staff will be moving majority of seized boats to service dock in the coming week. We are calling electrician to get a quote to do another repair in the annex RV that took out 5 spaces. This repair has a temporary fix on it to hopefully get us through the summer. Will be ramping up code enforcement with now having a full time wharfinger on staff to help with consistency. We will be devising a plan to maximize crew getting dock work done to not affect day to day callouts and interruptions, in hopes that these repairs can be done in an efficient way. These repairs include multiple failed triangles, multiple main-float through rods on G, H, and J docks, leveling of multiple fingers on all docks. Our updated Port supplies closet is still working out really well keeping track of everything and minimizing constant orders.
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Commercial Marina:

Port Dock 7 restrooms are still holding up after the re-do. Staff is working on isolating the 50 amp shore power plugs on the hoist dock, and setting them up to be removable so they wont get damaged as bad as they currently do with offloads and gear changeovers. In this process they will run new conduit underneath the hoist dock for the new wire and have line to pull extra wire for emergencies. Staff have been doing an excellent job keeping the storage lot cleaned up and continually working on it.

Staffing:

We are fully staffed with our full-time crew. With high traffic weeks we can never have to many crews on due to the upkeep of bathroom use and day-to-day operations. New wharfinger in South Beach is working out great and has already been a huge help with operations and filling in with CSR work.

Equipment:

All hoist's and cranes are operational on hoist dock. Working on getting an updated quote for sweeper unit for JD tractor. Parts will be getting order. South Beach Maveric and ranger are in the shop getting quotes for repairs.

NOAA MOC-P – Jim Durkee Supervisor

Vessels using the pier since my last report – Bell M Shimada, USCG Buoy Tender Elm.

FM 200 fire suppression system semi-annuals with Pye-Barker.

There was a change of command ceremony at NOAA.

The semi annual elevator maintenance was performed by AVS.

I submitted fingerprints to and passed the NOAA DoD background check/ anti terror screening.

Assisted NOAA security in locating and diagnosing an intermittent chirping alarm.

Staying ahead of monthly tasks and scheduled maintenance. Keeping good communication with NOAA CO, XO, and other command.

Staying on top of landscaping and small repairs to electrical and plumbing.

Met with Kody and crew about assisting with dock repairs.

A main camel and two backer pipes detached from the pier. Everything has been re attached using thicker chain. Thanks Kody and crew for the quick assist.

Preparing to schedule annual maintenance for certain pieces of equipment.

Preparing to receive contractors in august for the pier repair near berth one.