

## Port from 1A

On March 15, Leskin came back with a more definitive resolution that laid out six criteria for commercial vessels:

1. Complies with all local, state and federal laws and regulations.
2. Complies with all Port of Siuslaw requirements for moorage.
3. A commercial vessel is any vessel engaged in a maritime trade, the fishery or carries passengers for hire.
4. A "historic vessel" is defined as any vessel that is at least 50 years old.
5. The port manager, in his sole discretion, shall determine what constitutes a commercial or historic vessel.
6. Any vessel which meets the definition of "commercial" or "historic" shall receive the commercial discount.

The commission welcomed the list, except criterion five.

In a tense exchange, Buckwald said he would refuse to sign off on the resolution, stating that criterion five was, "unacceptable to me. I will not vote for that when it's in there."

Buckwald explained that if Leskin had sole discretion over what constitutes a commercial vessel, then the rest of the clauses would be void, allowing Leskin to discriminate against any type of vessel he sees fit.

Leskin's argument was that if the port manager did not have discretion regarding these issues, the commissioners would have to be constantly involved with determining if vessels were commercial or not. If this happened, delays could occur, particularly if commissioners disagreed on a definition.

"If you're going to scratch it, then I'm withdrawing the motion," said Leskin.

"Then bring us back something next month, because it needs to be clarified to all the people," said Buckwald. "Not just to (the audience) here but to everybody. It's important, Steven."

The only commissioner who didn't question the clause immediately was Rickard, who asked, "Where does the manager's discretion come? Are we telling the manager every other little thing he can do?"

Duman, clearly agitated, replied, "No, we're only going to tell him one time. I don't agree with this resolution, Nancy. If you agree with the resolution, you can vote for this resolution. I don't care."

Duman pointed out that if the other five rules were followed, it wouldn't matter; tight regulations would make most complaints void.

A vote was taken and the resolution was passed, without criterion five, the only dissenting vote coming from Rickard.

On March 20, just five days after the board struck down the fifth clause, Leskin filed a complaint against Duman and Huntington to the Oregon Government Ethics Commission (OGEC):

"Commissioner Duman attended this meeting. He failed to disclose that he was a moorage customer, and hence his conflict. He engaged in discussions about the Resolution. After another commissioner, Mike Buckwald (his brother-in-law) suggested a modified Resolution, Commissioner Duman voted in favor of the Resolution (sic)."

He enclosed information on moorage contracts for both commissioners and directed the Ethics Commission to view a video of the public hearing at "about the 24-minute mark."

Leskin leveled two accusations at the commissioners, the first being collusion between Buckwald, Duman and Huntington, and the second that Duman and Huntington voted "yes" to protect their financial interests.

The first accusation stems from Buckwald's failure to disclose that he was Duman's brother-in-law — an accusation made more poignant because Duman was the person who nominated Buckwald to the board.

In his complaint, Leskin suggested Buckwald modified the resolution to help Duman, who also voted in favor.

By bringing Huntington into the complaint, Leskin indicated what he saw as a conspiratorial voting block: Duman connected to Buckwald through marriage, Huntington through commercial interests.

However, there is no public evidence or documentation to support this. In fact, a sample survey of votes cast by the commission over the past 12 months (June 2016 to June 2017) show 26 were made, 22 of which were unanimous and only four that were split. In those four, Buckwald voted against Duman half the time, as did Huntington.

Recordings of the meetings show the three disagreeing with each other often, particularly Duman and Buckwald.

The second complaint was that

the Huntington and Duman voted "yes" to protect their financial interest.

If there was one statement made by Duman that could be interpreted as supporting Leskin's claim, it would be a comment he made at the end of the March 15 meeting on an unrelated issue:

"The only reason I want to stay on this commission is, if I'm not on this commission, my boat's the next to go. It's already been tried to get kicked out of this port once by the last manager."

Duman's statement could be taken one of two ways, either meaning he's strictly on the board to protect his commercial boat, or he's describing himself as a "class."

According to the Oregon Government Standards and Practices Laws, Section III, Article 8 states that a board member may sometimes vote for a resolution that gives him financial gain, as long as casting the vote affects other people "to the same degree."

For example, a city counselor would have good cause to live in the city they are governing. If they did, however, there would inevitably be financial conflicts involved such as raising a gas tax or drafting stricter building codes. Instead of having the counselors recuse themselves every vote, they are distinguished as a "class," i.e. citizens of the city.

In this case, Duman and Huntington are also distinguished as a class: Commercial fishermen.

In this scenario, Duman's concerns about being kicked out of the port if Leskin had absolute authority to determine what class of vessel Duman owned could be valid. However, his concern would not just be for himself but all fishermen in his class.

OGEC took a more simple approach to Leskin seven days later, stating in its report:

"After reviewing the materials you submitted and the meeting video to which you referred, it does not appear that the decision that the commissioners were making had or could have any financial impact on the commissioners themselves."

Leskin said he had been attempting to right the port's financial ship for months, stating, "We want to put things in a unified, logical way" in a Sept. 21, 2016, meeting.

In March 2016, an increase in revenue of \$20,000 was reported from the year prior. Then, in April 2016, income increased by \$16,000 while expenses decreased \$10,000.

In his State of the Port address Jan 18, 2017, Caputo stated, "Under



JARED ANDERSON/SIUSLAW NEWS

**Port of Siuslaw Board of Commissioners (from left) Terry Duman, Nancy Rickard, Mike Buckwald and Bill Meyer decide the fate of Steven Leskin's employment Aug. 7.**

the leadership of Port Manager Steven Leskin, the port has increased revenue and decreased expenses."

Although the general funds did lower from time to time, this was primarily due to the renovations the port had made to the facilities and other projects it was working on.

Leskin attempted to raise funds in a number of ways, one being a requirement for moorage insurance. In 2015, a 30-gallon oil spill occurred, costing the port \$6,000 to clean, according to Leskin.

"I look out on our fleet and I see an aging fleet," Leskin told the commission in July 2016. "A lot of old boats, boats that aren't cared for. I see these as liabilities waiting to happen."

Boat insurance is partially determined by the size of the vessel, but Leskin quoted a \$1 million policy for a commercial vessel at roughly \$300 a month, which the board supported enthusiastically. In addition, Leskin began charging late fees on moorage customers, with collections being made and lawyers contacted in some instances.

But the collections quickly led to complaints.

In a March 31, 2017, meeting, Leskin pulled a year's worth of data from the reservations systems comment section.

He stated that the port's overall score was an A-, explaining, "When I go through people's comments, tons of comments, consistently people say nice things about us. We see

people bring us flowers. I see people bringing (employee) Kelly (Stewart) sweets. People bring us pizza. We are doing fine."

Those comments, however, were from people checking out; short timers and RV residents.

The commissioners, meanwhile, were seeing a completely different story in their public meetings from moorage customers. The first major complaint came Aug. 17, 2016, from James Freeman. Wanting to moor his recreational vessel long term, Freeman said he had run into problems with Leskin and the staff over getting a permanent slip; On Feb. 15, Gordon Owen lodged a complaint that led to a protracted argument with the board, lasting months (Siuslaw News, May 24, 2017); On March 15, Len Christensen complained that after revamping his boat, he was denied his commercial discount: He was a tuna fisherman and had a license, with insurance; On April 19, moorage customer Steve Starnes recounted a time when Leskin asked him to move his electrical cords from over the dock to under the dock, a practice he felt unsafe.

"He absolutely does not know what he's doing around marine operations," Starnes said. "I don't know who hired this person for this position, but they definitely need to look into that because that could become a dangerous issue — a dangerous issue for everyone."

But it was an explosive public meeting March 15 involving David Swinney and Michelle Culwell, who have been moorage customers for 12 years, that brought the discord between the port commission and its manager to a whole new level.

At the beginning of the meeting, Culwell, who leases the moorage with Swinney, stood up to make official complaints to the commission. In her hand was a manila binder overflowing with paperwork detailing their position.

"When I went to renew our moorage agreement on Feb. 3, (the employee) said she wasn't going to take our money because we were

late. They were going to put us on a month-to-month."

The month-to-month fee is more costly than the annual fee. For example, an annual fee for a vessel up to 20 feet is \$840. The monthly rate is \$132, or \$1,584 a year.

Culwell insisted that she never received any bills or reminders and that the staff refused to accept her payments.

There were also issues with her insurance, particularly arguments about the boat length. Culwell said that her boat was 35 feet, but port documents showed 37 feet — a difference of \$167 for an annual rate.

Culwell said she tried to convince the port, but staff would not listen. Culwell then stated she received threatening letters from the port.

"The threats and the belligerence originates in the office. It doesn't come from us. And it got worse throughout the month with the way port staff treated us. We still don't have a moorage agreement. We're still on a month-to-month at the discretion of the port manager, who has sole discretion to throw us out if he deems it. I would just like to have some fair treatment."

At the end of the meeting, after the commercial designation had been discussed, Leskin read a prepared statement describing the issue from the port's perspective. In it, Leskin explained that Swinney had come into the office to pay his moorage bill, but was told that Kelly Stewart, who usually handles moorage leases, was not in the office due to illness.

See PORT 8A

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