

**Board of Commissioners**

Dirk Rohne – Chairman  
Robert Stevens – Vice-Chair  
Frank Spence – Secretary  
James Campbell – Treasurer  
Scott McClaine – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100  
Astoria, OR 97103  
Phone: (503) 741-3300  
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[www.portofastoria.com](http://www.portofastoria.com)

**Regular Session**

October 4, 2022 @ 4:00 PM  
10 Pier 1, Suite 209, Astoria, OR\*

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

\*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

**Agenda**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. COMMISSION REPORTS
5. CHANGES/ADDITIONS TO THE AGENDA
6. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing  
This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.  
In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
7. CONSENT CALENDAR:
  - a. Meeting Minutes –
    - Workshop Session 08/16/2022..... 3
    - Regular Session 09/06/2022 ..... 6
  - b. Financials – August 2022 ..... 11
  - c. Event Calendar – October 2022 ..... 17
8. ACTION:
  - a. Request for Expenditure #0129 – Pump Station Repairs ..... 18
9. PUBLIC COMMENT – for non-agenda items  
This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.  
In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES:
  - a. Workshop Session – October 18, 2022 at 4:00 PM
  - b. Regular Session – November 1, 2022 at 4:00 PM
12. ADJOURN

Please Note:

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**Board of Commissioners**  
**HOW TO JOIN THE ZOOM MEETING:**

**Online:** Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTlzQT09>  
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

**Dial In:** (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

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Please Note:

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<https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.

**MEETING MINUTES  
AUGUST 16, 2022**

**PORT OF ASTORIA  
WORKSHOP SESSION  
PIER ONE BUILDING  
#10 PIER 1, SUITE 209  
ASTORIA, OR 97103**

**Call to Order:**

Chairman Rohne called the Workshop Session to order at 4:00 pm.

**Roll Call:**

Commissioners Present: Dirk Rohne; Robert Stevens; Frank Spence; Jim Campbell, and Scott McClaine.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; and Executive Assistant/Administrative Coordinator Stacy Bandy.

Port Counsel: Eileen Eakins was not present for this session.

Also Attending: Cindy Yingst of *The Columbia Press* and Alexis Weisend of *The Astorian*.

**Pledge of Allegiance**

**Changes/Additions to the Agenda:**

There were no changes or additions to the agenda.

**Public Comment:**

No public comment was received.

**Action Items**

**6a. Lease with Solutions Yes**

Executive Director Isom explains that this agreement has been executed and is coming to the Commission for retroactive approval. There has been confusion as to whether the Executive Director has the authority to sign the lease with Solutions Yes; Port staff have been advised by the Port's auditors to take a conservative approach in interpreting the Port's internal spending policies. The lease agreement with Solutions Yes for the office copier is \$160 monthly for a total of 60 months.

*Commissioner Spence moved to approve the contract with Solutions Yes. Commissioner McClaine seconded. The motion carried unanimously 5-0 amongst the Commissioners present.*

**6b. Request for Expenditure #0124 – Replacement Dredge Hose**

Deputy Director McGrath refers to the Request for Expenditure on page eight of the packet. To replace the discharge hose on the Dixie dredge, the total cost is \$20,630.85. The typical lifespan of the discharge hose is 4-5 years; the last replacement was in 2018. The efficiency of the dredge has been severely hindered by the current hose.

- Commissioner Campbell inquires as to the length of the hose and if a second quote was obtained. Director Isom agrees to check into pricing with Englund Marine and verify that the quote is competitive.

Commissioner McClaine moved to approve Request for Expenditure #0124 Replacement Dredge Hose in the amount of \$20,630.85. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

#### 6c. Request for Expenditure #0125 – Boatyard Restroom Trailer

Deputy Director McGrath refers to the Request for Expenditure on page 11 of the packet. Over the last year, the Boatyard staff have set revenue records each month for the past year. There are increased users at the boatyard, and the current single portable toilet is not sufficient. The restroom trailer is a self-contained commercial-grade facility with two single restroom and shower stalls. This is one of the upgrades identified in the Boatyard Feasibility Study.

- Commissioner Stevens inquires if the Port has considered building a permanent structure for restroom facilities. McGrath explains that it has been discussed, but not until building placement on Pier 3 is determined. The restroom trailer is an early win to improve the boatyard facilities for users.

Commissioner McClaine moved to approve Request for Expenditure # 0125 Boatyard Restroom Trailer in the amount of \$45,700.00. Commissioner Spence seconded. The motion carried 4-1 amongst the Commissioners present.

#### Commission Comments:

Commissioner Stevens did not have any comments.

Commissioner Spence commented on the following:

- Refers to the Finance Committee agenda and inquires as to the status of the final Boatyard Feasibility Study report. McGrath explains that consulting firm BST Associates has provided draft findings, but they are still finalizing the report. The final report is expected in September.

Commissioner Campbell commented on the following:

- Inquires as to the results of the Boatyard Feasibility Study.

Commissioner McClaine did not have any comments.

Commissioner Rohne commented on the following:

- Refers to the upcoming Finance Committee meeting and notes that Greg Morrill should be included in the discussion concerning the East Mooring Basin.

#### Executive Director Comments:

- With the completion of the Boatyard Feasibility Study and the Airport Master Plan there will be a shift in focus. The Port will need to be aggressive in the pursuit of grant funding.
- Met with Clatsop County Manager Don Bohn and Assistant County Manager Monica Steel this morning to follow up with the Port's request for Industrial Revolving Funds. Don and Monica will be putting together a proposal for the County Commission to consider.
- Met with members of the Business Oregon leadership team including new Port Program Policy Coordinator Courtney Flathers, Regional Development Officer Melanie Olson, and members of the finance department. The group laid out a plan to reintroduce the Port's debt payments to Business Oregon.
- Will be meeting with Columbia Pacific Economic Development District (ColPac) Executive Director, Ayreann Colombo and Clatsop Economic Development Resources (CEDR) Executive Director Kevin Leahy.
- There will be an Enterprise Zone application forthcoming from Hyak Maritime.

- The Port has hired a Night Patrolman. Isom welcomes John Rowden to the Port Authority team.
- Port GIS consultant, Mark Scott, has passed away. There will be a celebration of life on August 27<sup>th</sup> at 4 pm at the Barbey Center.
- Commissioner Campbell is happy to hear the Port has requested Industrial Revolving Funds. The road system at the airport is in need of repair. Commissioner Rohne notes the Industrial Revolving fund was originally intended for the North Coast Business Park development.
- Commissioner Campbell inquires as to the timeline of the Scoular project. Deputy Director McGrath explains that the project is behind due to supply chain issues. Scoular has scheduled a soft opening and a ribbon cutting for October 18<sup>th</sup>. The facility is expected to be fully operational in early 2023.

**Upcoming Meeting Dates:**

- Regular Session – September 6, 2022 at 4:00 PM
- Finance Committee Meeting TENTATIVE – September 14, 2022 at 12:00 PM
- Workshop Session – September 20, 2022 at 4:00 PM

**Adjourned:**

Chairman Rohne adjourned the meeting at 4:32 PM.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Dirk Rohne, Board Chairman  
Board of Commissioners

\_\_\_\_\_  
Frank R. Spence, Secretary  
Board of Commissioners

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant / Administrative Coordinator

\_\_\_\_\_  
October 4, 2022  
Date Approved by Commission

**MEETING MINUTES  
SEPTEMBER 6, 2022**

**PORT OF ASTORIA  
REGULAR SESSION  
PIER ONE BUILDING  
#10 PIER 1, SUITE 209  
ASTORIA, OR 97103**

**Call to Order:**

Chairman Rohne called the Regular Session to order at 4:00 PM.

**Roll Call:**

**Commissioners Present:** Dirk Rohne; Robert Stevens; Frank Spence; and Jim Campbell. Commissioner Scott McClaine was absent.

**Staff Present:** Executive Director Will Isom; Deputy Director Matt McGrath; Finance, HR and Business Services Manager Melanie Howard; and Executive Assistant/Administrative Coordinator Stacy Bandy.

**Port Counsel:** Eileen Eakins was not present at this session.

**Also Attending:** Cindy Yingst of *The Columbia Press*; Ethan Myers of *The Astorian*; and Cameron Hunt with Rivian Automotive.

**Pledge of Allegiance**

**Commission Reports:**

**Commissioner Campbell** had nothing to report.

**Commissioner Stevens** reported on the following:

- Met with Chris Connaway about lumber and cargo operations on Pier 1.

**Commissioner Rohne** had nothing to report.

**Commissioner Spence** reported on the following:

- Attended the Special Districts Board Member training session last week.
- The City of Astoria's Development Commission will be discussing ongoing riverwalk improvements. Improvements include lighting, signage, and a Portland-loo type restroom at the 14<sup>th</sup> Street Astoria Nordic Heritage Park, among other improvements. The City has approved \$600,000 and \$180,000 in matching funds from the Astor West Urban Renewal District fund for Riverwalk improvements from the Astoria Megler Bridge to Hamburg Drive. In total, almost 2 million dollars will be spent on the beautification of the riverwalk. Spence thanks the City of Astoria for their efforts.

**Changes/Additions to the Agenda:**

There were no changes or additions to the agenda.

**Public Comment for items on the agenda:**

There were no requests for public comment.

**Consent Calendar:**

The Consent Calendar consisted of the following:

- Meeting Minutes – 06/21/2022 Workshop Session, 07/05/2022 Regular Session, 07/19/2022 Workshop Session, and 08/02/2022 Regular Session.
- Financials – July 2022
- Event Calendar – September 2022

Finance, HR and Business Services Manager Melanie Howard discusses July 2022 financial highlights. Howard explains the actuals to budget are close to budget and prior year; expense increases can be attributed to the increased cost of fuel. July 2021 dockage was significantly higher than current year due to the dockage from the Norwegian cruise ship. There was \$31,467 budgeted for Harbor Fee income in July; total budgeted Harbor Fee income for the fiscal year is \$380,000, none of which is expected to be collected. There will be a running deficit due to the new developments with the Harbor Fee. Prior year differences will carry into August and September though transient dockage income will help to mitigate the differences. Marina and Boatyard revenues continue to exceed budget and prior year. Personnel services continue to be under budget.

*Commissioner Spence moved to approve the consent calendar as presented. Commissioner Stevens seconded. The motion carried unanimously 4-0 amongst the Commissioners present.*

**Advisory Items:****8a. Rivian Charging Station**

Deputy Director Matt McGrath refers to the Rivian materials beginning on page 28 of the packet. McGrath explains that Rivian specializes in electric truck and SUV production. McGrath has been in discussion with Rivian over the last year to see if there are opportunities for electric vehicle charging stations on Port property. The proposed total area would be 35,000 square feet and include 12 charging stations. Expected revenues would be three times what the Port is currently receiving from parking fees. Rivian would be responsible for the development, infrastructure, installation, and maintenance of the area. McGrath introduces Cameron Hunt with Rivian to speak to the Commission. Discussion highlights include:

- Commissioner Rohne refers to the packet materials and inquires where the option II site is located. McGrath answers that the Journey's End lot has been identified.
- Executive Director Isom refers to the Astoria Waterfront Master Plan and notes that this project could be an early win in improving access and availability to amenities around the West Mooring Basin.
- Commissioner Spence notes that he likes the high-profile location of the proposed site.
- Commissioner Campbell notes the proposed site is highly developable and there may be more suitable sites in the area.
- Cameron Hunt with Rivian explains that the area does not have many options for electric vehicle charging. The Port's location is excellent for extending electric vehicle charging infrastructure for the area. Rivian is offering a cost-free option for the Port including ongoing operation and maintenance of the chargers.
- Commissioner Stevens inquires how revenue will be collected from the charging stations. Hunt explains that currently there is no fee for using the stations. The Port would see revenue in the form of rent from Rivian to the Port at a rate of \$125 monthly for each station (p37). Hunt adds there would be additional space required for Rivian infrastructure equipment, which would not be included in the rental space.
- Isom inquires if the charging stations can be used for other electric vehicles. Hunt answers that the charging plug is Combined Charging System (CCS), which allows for other vehicles to be accepted in the future. Another option is a Level II charger which would allow any electric vehicle to charge.

- Isom inquires about the length of the charging cables and comments that the Port has many users with trailers. Hunt answers that the charging cable is 4ft long and there are charging stations specifically for those with trailers.

#### 8b. Boatyard Expansion – Feasibility Study

Deputy Director McGrath refers to the Final Boatyard Feasibility Report on page 44 of the packet. The Executive Summary on pages 50 and 51 of the packet shows the three components of the study and where the Port's priorities lie. The recommendation is to develop the existing boatyard with the existing lift. Discussion highlights include:

- Priorities include an environmental building to house the existing lift, shops for vendors, restroom facilities, and reconstructing the Pier to accommodate for additional moorage.
- The study serves as a guiding document to substantiate the development of the boatyard and will help the Port in securing grants from various agencies. McGrath notes there is potential for the boatyard with a larger lift, but currently it is best to proceed with boatyard development with the current lift.
- The recommendation for the East Morning Basin is to look into a public-private partnership.
- Commissioner Campbell is concerned about the boatyard's use of space with each vessel. Campbell recommends storing boats closer together when inactive. McGrath notes that the Travellift limits how close vessels can be stored.
- Isom notes that with any of the waterfront assets the Port would want to ensure it is the best use for the space.
- Commissioner Rohne comments that the Boatyard Feasibility Study is a tool not just for planning purposes but serves as a defensible plan to use in applying for future grant funding.
- Isom comments that much like the early wins for the Astoria Waterfront Master Plan (AWMP), the Commission approved the expenditure for the restroom trailer at the last meeting.
- Commissioner Spence appreciates the detail of the study. It's helpful to see the cost alternatives and scaled-down options.
- Commissioner Stevens comments that a dependable boatyard is valuable. The study identified the value of the boatyard's proximity to marine parts and repair. Stevens inquires as to the difference between the current 88-ton lift and an 85-ton lift. McGrath answers that the standard specification for the lift is 85-ton, but due to a modification the current lift has an additional 3-ton capacity.
- Commissioner Stevens notes that the study states the current lift is deteriorated and inquires as to how much longer it will be operational. McGrath answers that it will need to be replaced within the next five years.
- Stevens notes that updating the signage for the boatyard is a low-hanging fruit. The current boatyard is not welcoming.
- Commissioner Spence comments that the East Mooring Basin is located in the Enterprise Zone and the Opportunity Zone. There are incentives and tax credits available for private developers.

#### Action Items:

##### 9a. FY 2022-23 Pile Replacement Award

Deputy Director McGrath explains that the Port published an Invitation to Bid in August for the 2022-23 pile replacement. Bids were received from Bergerson Construction and Legacy Contracting. Bergerson Construction bid \$383,695 and Legacy Contracting bid \$547,760. The



disparity is due to mobilization costs. McGrath adds that the Port has budgeted a total of \$355,375 for this work; the project cost will be \$28,000 more than the budgeted amount. In four years, the West Basin piling replacements will be completed. Commissioner Rohne notes the evaluation forms and scoring elements for the award; the project was awarded to the highest scorer considering all factors.

Commissioner Spence moved to approve and award the contract for the FY 2022-23 Pile Replacement to Bergerson Construction in the amount of \$383,695. Commissioner Stevens seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

9b. Request for Expenditure #0127 Emergency Repairs – Pier 1 Dock

Deputy Director McGrath explains this RFE is needed due to damage caused by a fishing vessel. Emergency repairs have been completed to repair the dock, and the charges will be billed to the vessel. The Port is looking for retroactive approval for this expenditure.

Commissioner Spence moved to approve the Request for Expenditure #0127 Emergency Repairs – Pier 1 Dock in the amount of \$11,164.96. Commissioner Rohne seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

9c. Request for Expenditure #0128 Emergency Repairs – Pier 2 West

Deputy Director McGrath explains that Pier 2 West is continuing to deteriorate. McGrath shares a satellite image of the area in need of repair on Pier 2. The dock has deteriorated to a point where Da Yang is not able to use the area shown. The intent is to purchase steel plates that can be installed temporarily so that the dock will be functional. Once the Port can begin the long-term solution, the steel plates can be removed and reused. Commissioner Stevens inquires if they are similar to what the Port currently has for temporary repairs, McGrath answers, yes.

Commissioner Spence moved to approve Request for Expenditure #0128 Emergency Repairs – Pier 2 West in the amount of \$50,000. Commissioner Campbell seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

**Public Comment for items not on the agenda:**

Retired longshoreman, Steve Kraske, recommends the Port seek opportunities for cargo on Pier 1. Kraske believes that logs and lumber are possibilities. For full comments, please see meeting audio.

**Executive Director Comments:**

- Thanks to Port staff and Deputy Director McGrath for filling in while Isom was on vacation.
- There are huge challenges for the Port moving forward. It's healthy to have conversations as to the best path forward.
- The first cruise ship of the fall season arrived today. There will be 12 ships coming to the Port this September and October.
- The Finance Committee has recommended for Port staff to move forward in evaluating Port property for potential sale or lease. Isom is working with Port Counsel, Eileen Eakins, to develop a Request for Proposal (RFP) to engage a commercial realtor. Isom would like the scope to be broad in how it is addressed in the RFP to allow for flexibility. Having a consultant in tune with

current market conditions to provide expertise on retainer would be a benefit. The RFP is currently in process.

- The Port held a celebration BBQ at the Boatyard last week; thanks to Melanie Howard for her efforts in putting the event together.
- Scoular will be holding a ribbon-cutting ceremony on Tuesday, October 18<sup>th</sup>.
- The quarterly Finance Committee meeting will be tomorrow at 12pm. Grant writer, Shane Jensen, will give a grant update.

**Upcoming Meeting Dates:**

- Finance Advisory Committee – September 7, 2022 at 12:00 PM
- Workshop Session – September 20, 2022 at 4:00 PM
- Regular Session – October 4, 2022 at 4:00 PM

**Adjourned:**

Chairman Rohne adjourned the meeting at 5:12 PM.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Dirk Rohne, Board Chairman  
Board of Commissioners

\_\_\_\_\_  
Frank R. Spence, Secretary  
Board of Commissioners

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant – Administrative Coordinator

October 4, 2022  
\_\_\_\_\_  
Date Approved by Commission



## AUGUST 2022 FINANCIALS NARRATIVE

For July through August 2022, the Port is showing an operating gain of \$245,658. This operating gain is trailing prior-year profits by \$328,316 and is \$179,459 below budget projections. Operating revenue YTD is at 95% and operating expense is at 105% of seasonally trended budget. Non-operating income is at 84% and non-operating expense is 88% of budget. Total net income YTD is \$171,720, which is \$173,063 behind budget expectations.

The budget and prior-year deficits for dockage are \$(65,067) and \$(324,846), respectively. For the year-to-date budget, \$62,334 had been included for estimated Harbor Fee income; the total FY23 budgeted amount for Harbor Fee income is \$380,000, none of which is expected to be collected. Looking at the prior-year differences, for July and August of 2021 the Port had received \$248,000 from the docked Pride of America cruise ship and \$58,500 of Harbor Fee income.

Lease and rental income was \$129,410 less than budgeted, primarily as a result of an unbudgeted deferment of the Bornstein warehouse loan, which is paid through Bornstein lease payments, for the first three months of the fiscal year. The decrease in income will be offset by a decrease to debt service, with the first payment budgeted for September but not expected to be made until December.

Gross Marina revenues were roughly 106% of budget and prior year with Boatyard gross revenues at roughly 125% of budget and prior year. Net profits from fuel sales were up \$28,325 from prior year.

Personnel services came in \$24,364 under budget while materials and services were \$123,221 over budget. Of the overage in materials and services, approximately \$96,000 can be attributed to fuel costs.

Looking at non-operating totals, debt service expense is \$23,128 below budget, as a result of a new debt deferment agreement with Business Oregon. Under the new agreement being prepared there will be some debt service, but it will be significantly less than what was originally budgeted.

### Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Aug 2022	\$ 288,871	50,379	\$ 204,234	\$ 84,637	\$ 40,685	10,662	\$ 26,529	\$ 14,156
Jul - Aug 2021	\$ 266,906	56,939	\$ 173,141	\$ 93,765	\$ 23,903	14,623	\$ 15,956	\$ 7,947
Airport Fuel	Jet A Sales \$	Jet A Sales Gal	Jet A COGS	Jet A Profit	100LL Sales \$	100LL Sales Gal	100LL COGS	100LL Profit
Jul - Aug 2022	\$ 160,274	51,379	\$ 112,145	\$ 48,129	\$ 25,830	6,871	\$ 20,604	\$ 5,226
Jul - Aug 2021	\$ 58,966	27,004	\$ 39,721	\$ 19,245	\$ 14,602	3,939	\$ 11,736	\$ 2,866

**Port of Astoria**  
**Profit & Loss Actual vs. Budget**  
**August 2022**

	<b>Actuals Jul 2022 - Aug 2022</b>	<b>Actuals Jul 2021 - Aug 2021</b>	<b>Budget Jul 2022 - Aug 2023</b>	<b>Budget Variance Through Aug</b>	<b>% of Budget Through Aug</b>	<b>Full '22-'23 Budget</b>
<b><u>Operating Revenues</u></b>						
Dockage & Vessel Service	57,786	382,632	122,853	-65,067	47%	1,226,657
Lease & Rental Income	396,724	392,858	526,134	-129,410	75%	3,118,224
Rebilled Expenses	326,169	335,844	328,016	-1,847	99%	1,713,380
Boat Haulout	133,051	106,426	108,554	24,496	123%	665,527
Marina Revenues	209,336	196,641	197,074	12,262	106%	680,780
Fuel Sales	781,750	505,340	696,438	85,312	112%	1,882,280
Ticket Revenues	1,500	2,745	5,931	-4,431	25%	9,540
Other Income	6,964	40,603	26,881	-19,917	26%	148,266
<b>Total Operating Revenues</b>	<b>1,913,278</b>	<b>1,963,089</b>	<b>2,011,880</b>	<b>-98,602</b>	<b>95%</b>	<b>9,444,654</b>
<b><u>Operating Expenses</u></b>						
Personnel Services	424,819	399,083	467,183	-42,364	91%	2,820,490
Materials and Services	1,242,801	990,032	1,119,581	123,221	111%	4,481,686
<b>Total Operating Expenses</b>	<b>1,667,620</b>	<b>1,389,115</b>	<b>1,586,764</b>	<b>80,857</b>	<b>105%</b>	<b>7,302,176</b>
<b>Income from Operations</b>	<b>245,658</b>	<b>573,974</b>	<b>425,117</b>	<b>-179,459</b>	<b>58%</b>	<b>2,142,478</b>
<b><u>Non-Operating Revenues</u></b>						
Property Tax Revenues-Genl Fund	11,494	14,755	20,100	-8,606	57%	890,248
Timber Tax Revenues	0	0	0	0	0%	198,811
Other County Revenues	55	195	7,407	-7,352	1%	39,500
Grants*	76,250	1,430,695	76,250	0	100%	1,940,763
Interest Income	2,276	370	3,050	-774	75%	18,303
<b>Total Non-Operating Revenues</b>	<b>90,075</b>	<b>1,446,015</b>	<b>106,807</b>	<b>-16,732</b>	<b>84%</b>	<b>3,087,625</b>
<b><u>Total Non-Operating Expenses</u></b>						
Capital Outlay*	159,510	1,536,628	159,510	0	100%	3,959,368
Interest Expense	618	855	10,638	-10,021	6%	474,936
Principal Expense	3,886	5,204	16,993	-13,107	23%	1,135,728
<b>Total Non-Operating Expenses</b>	<b>164,013</b>	<b>1,542,688</b>	<b>187,141</b>	<b>-23,128</b>	<b>88%</b>	<b>5,570,032</b>
<b>Net Income (Loss)</b>	<b>171,720</b>	<b>477,302</b>	<b>344,783</b>	<b>-173,063</b>	<b>50%</b>	<b>-339,929</b>

\*Capital Outlay/Grants year-to-date budget set to match Revenue/Expense, not seasonally adjusted.

# Port of Astoria

## Balance Sheet as of August 2022

August 31, 2022

### ASSETS

#### Current Assets

##### Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	1,459,482
Payroll Account #5344	20,792
Bornstein MMA #0004	63,314
Money Market #1259	262,455
Total Lewis & Clark Bank	1,806,043

Total Cash & Cash Equivalents 1,806,788

Accounts Receivable 683,354

Other Current Assets 1,558,765

Total Current Assets 4,048,907

Fixed Assets 35,648,238

#### Other Assets

Long-term Receivables 5,869,778

**TOTAL ASSETS 45,566,923**

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

Accounts Payable 608,280

Other Current Liabilities 2,507,186

Total Current Liabilities 3,115,466

##### Long Term Liabilities

Accrued Vacation Payable 142,253

Accrued Sick Leave 158,204

Notes Payable 13,785,573

Net Pension Liability 829,427

OPEB Liability 725,809

Pollution Remediation AOC 4 Liability 2,966,175

Less Current Portion LT Debt -352,679

Total Long Term Liabilities 18,254,763

Total Liabilities 21,370,230

#### Equity

Retained Earnings 24,024,974

Net Income 171,720

Total Equity 24,196,694

**TOTAL LIABILITIES & EQUITY 45,566,923**



Capital Projects  
August 2022  
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 08/31/2022	Grants Received through 08/31/2022	Expenses through 08/31/2022 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Remvd
WFW	21	P2 West PS&E Documents; CM/GC work to 100% Design	250,000	-	250,000	1,960	-	1,960	248,040	1
Airport	03	Airport Master Plan	389,253	361,163	28,090	64,553	76,250	(11,697)	39,788	2
WFE - Marinas	16	West Marina Dredging	496,250	-	496,250	885	-	885	495,365	2
WFE - Marinas	17	West Marina Piling Replacement (25)	133,500	-	133,500	-	-	-	133,500	2
Administration	01	2022-23 IT Upgrades	30,000	-	30,000	18,977	-	18,977	11,023	3
Airport	04	Backfill and Site Prep Behind Overbay	30,000	-	30,000	-	-	-	30,000	3
Airport	05	Backfill and Site Prep Behind Recology	55,000	-	55,000	3,138	-	3,138	51,862	3
WFW	18	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	221,875	-	221,875	-	-	-	221,875	3
Airport	02	Airport Generator	20,000	10,000	10,000	-	-	-	10,000	4
Airport	07	Hangar Maintenance	50,000	-	50,000	-	-	-	50,000	4
Airport	10	T-Hangar Fencing	50,000	37,500	12,500	-	-	-	12,500	4
Airport	13	Vegetation Management	30,000	-	30,000	5,401	-	5,401	24,599	4
WFW	23	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	1,762	-	1,762	48,238	4
Airport	06	Gator Utility Vehicle	15,000	-	15,000	-	-	-	15,000	5
Airport	08	Industrial Park	250,000	225,000	25,000	500	-	500	24,500	5
Airport	09	Terminal Building Upgrades	150,000	142,500	7,500	-	-	-	7,500	5
Airport	11	Tide Gate Feasibility Study	99,600	99,600	-	-	-	-	-	5
Airport	12	Utility Trailer	7,500	-	7,500	-	-	-	7,500	5
WFE	14	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	5
WFW	19	Fire suppression/system upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
WFW	20	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	5
WFW	22	Pier 1 Face Chip Seal	15,000	-	15,000	525	-	525	14,475	5
WFW	24	Repave Gateway Avenue / Restripe	110,000	110,000	-	-	-	-	-	5
WFW	25	Repave Pier 2 Entrance to Gateway	50,000	-	50,000	41,500	-	41,500	8,500	5
WFW	26	Replace Cruise Ship Gangway Decking	15,000	-	15,000	-	-	-	15,000	5
WFW	27	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	200,000	150,000	50,000	820	-	820	49,180	5
WFW - Boatyard	28	Boatyard Electrical Upgrades	10,000	-	10,000	-	-	-	10,000	5
WFW - Boatyard	29	Boatyard Stands	16,390	-	16,390	-	-	-	16,390	5
WFW - Boatyard	30	Boatyard Upgrades	650,000	455,000	195,000	136	-	136	194,864	5
WFE - Marinas	15	East Mooring Basin Causeway Design & Repairs	500,000	350,000	150,000	-	-	-	150,000	6
		Misc				19,783	-	19,783	(19,783)	
<b>TOTALS</b>			<b>3,959,368</b>	<b>1,940,763</b>	<b>2,018,605</b>	<b>159,940</b>	<b>76,250</b>	<b>83,690</b>	<b>1,934,916</b>	

Port of Astoria  
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
<b>102-00 - Cash</b>					
<b>102-02 - CCB Operating #1442</b>					
Bill Pmt -Check	09/06/2022	81429	A Coastal Lock & Key, LLC		95.00
Bill Pmt -Check	09/06/2022	81430	Advanced Remediation Technologies, Inc.		975.00
Bill Pmt -Check	09/06/2022	81431	Airside Solutions, Inc.		616.60
Bill Pmt -Check	09/06/2022	81432	AT&T	Acct # 019 295 1870 001	24.55
Bill Pmt -Check	09/06/2022	81433	Bear Power Fencing		943.63
Bill Pmt -Check	09/06/2022	81434	Card Service Center		4,494.38
Bill Pmt -Check	09/06/2022	81435	Charter Business - 0229	8787 14 680 0000229	2,115.09
Bill Pmt -Check	09/06/2022	81436	Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	09/06/2022	81437	Charter Business - 5595	Acct # 8787 14 002 0105595	179.97
Bill Pmt -Check	09/06/2022	81438	Cintas Corporation	10829	183.02
Bill Pmt -Check	09/06/2022	81439	City Lumber	Cust # 7259	201.55
Bill Pmt -Check	09/06/2022	81440	City of Astoria - Finance		1,500.00
Bill Pmt -Check	09/06/2022	81441	City of Astoria - utilities		206,678.10
Bill Pmt -Check	09/06/2022	81442	Clatsop County Lawn & Tractor	544212	652.66
Bill Pmt -Check	09/06/2022	81443	Cruise the West, Inc.	2022 Membership Renewal	6,500.00
Bill Pmt -Check	09/06/2022	81444	Daily Journal of Commerce	Acct # 10029290	135.52
Bill Pmt -Check	09/06/2022	81445	Del's OK Point S Tire	POR101	63.00
Bill Pmt -Check	09/06/2022	81446	DSL	63924-RF Western Oregon Waste/Recology Headqu...	1,063.00
Bill Pmt -Check	09/06/2022	81447	Earthworx Excavation, LLC	Inv#1196	1,687.50
Bill Pmt -Check	09/06/2022	81448	Englund Marine (Airport)		173.84
Bill Pmt -Check	09/06/2022	81449	Englund Marine (Boatyard)		27.09
Bill Pmt -Check	09/06/2022	81450	Englund Marine (Marina)		188.70
Bill Pmt -Check	09/06/2022	81451	Englund Marine (MX)		1,364.48
Bill Pmt -Check	09/06/2022	81452	EPIC Aviation, LLC - fuel	AST0770GP	24,810.36
Bill Pmt -Check	09/06/2022	81453	Forklift Headquarters	W/O#2197	595.00
Bill Pmt -Check	09/06/2022	81454	Frank Spence, Commissioner	Reimb - July 2022	100.00
Bill Pmt -Check	09/06/2022	81455	Harold Culver (Retiree)		1,323.90
Bill Pmt -Check	09/06/2022	81456	Jackson and Son Oil		168,143.69
Bill Pmt -Check	09/06/2022	81457	Mascott Equipment Co, Inc	Acct # 2099	1,069.47
Bill Pmt -Check	09/06/2022	81458	Mead & Hunt		28,659.72
Bill Pmt -Check	09/06/2022	81459	Melanie Howard (A/P)	Boatyard BBQ 2022	392.44
Bill Pmt -Check	09/06/2022	81460	Northwest Local Government Legal Advi...	August 2022	5,280.00
Bill Pmt -Check	09/06/2022	81461	Northwest Parking Equipment Co.		324.55
Bill Pmt -Check	09/06/2022	81462	NW Natural		376.40
Bill Pmt -Check	09/06/2022	81463	P & L Johnson Mechanical, Inc.	Work order #38472	580.33
Bill Pmt -Check	09/06/2022	81464	Pacific Power		7,212.80
Bill Pmt -Check	09/06/2022	81465	PacificSource Administrators	Employer ID: P00431	1,965.60
Bill Pmt -Check	09/06/2022	81466	PetroCard, Inc.	01-0004280	726.89
Bill Pmt -Check	09/06/2022	81467	Platt Electric Supply (Rexel)	Acct #135946	1,075.53
Bill Pmt -Check	09/06/2022	81468	Rachel Johnson (A/P)		1,699.00
Bill Pmt -Check	09/06/2022	81469	S. Bruce Conner	September 2022	2,100.00
Bill Pmt -Check	09/06/2022	81470	Shane Jensen - Grant Writer	Grant Writing - July 2022	7,432.50
Bill Pmt -Check	09/06/2022	81471	Shred-It	Cust # 16971101	60.00
Bill Pmt -Check	09/06/2022	81472	Sierra Springs	928320221793628	233.72
Bill Pmt -Check	09/06/2022	81473	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	09/06/2022	81474	Standard Insurance Co.	Policy # 00 158620 0001	1,847.15
Bill Pmt -Check	09/06/2022	81475	Staples Advantage		412.72
Bill Pmt -Check	09/06/2022	81476	State and Federal Surplus Property	Steel Plate	1,500.00
Bill Pmt -Check	09/06/2022	81477	The North Coast Oregonian		80.00
Bill Pmt -Check	09/06/2022	81478	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	09/06/2022	81479	Verizon Wireless #7705-1	270297705-00001	562.60
Bill Pmt -Check	09/06/2022	81480	Walter E. Nelson Co.	Cust # 1629	1,560.63
Bill Pmt -Check	09/06/2022	81481	Whitney Equipment Co., Inc.	Quote 38915-0	14,054.20

Total 102-02 - CCB Operating #1442

504,566.87

Total 102-00 - Cash

504,566.87

**TOTAL**

**504,566.87**

*JPH OK*  
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Port of Astoria  
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
<b>102-00 · Cash</b>					
<b>102-02 · CCB Operating #1442</b>					
Bill Pmt -Check	09/19/2022	81482	Advanced Remediation Technologies, Inc.	Job # OR0203-005.001	585.00
Bill Pmt -Check	09/19/2022	81483	America's Phone Guys		582.41
Bill Pmt -Check	09/19/2022	81484	Business Credit Reports, Inc.	Cust # 559359	56.00
Bill Pmt -Check	09/19/2022	81485	C-TechSolutions LLC		820.00
Bill Pmt -Check	09/19/2022	81486	Campbell Environmental	Vera Slough Tide Gate Study	1,080.00
Bill Pmt -Check	09/19/2022	81487	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	09/19/2022	81488	Cintas Corporation	10829	183.02
Bill Pmt -Check	09/19/2022	81489	City Lumber	Cust # 7259	106.16
Bill Pmt -Check	09/19/2022	81490	City of Warrenton		3,366.93
Bill Pmt -Check	09/19/2022	81491	Clean Water Technologies, LLC	August Support	810.00
Bill Pmt -Check	09/19/2022	81492	Del's OK Point S Tire	POR101	36.06
Bill Pmt -Check	09/19/2022	81493	Drug Screens, Inc.		35.00
Bill Pmt -Check	09/19/2022	81494	Englund Marine (Airport)		671.08
Bill Pmt -Check	09/19/2022	81495	Englund Marine (Marina)		127.35
Bill Pmt -Check	09/19/2022	81496	Englund Marine (MX)		182.24
Bill Pmt -Check	09/19/2022	81497	EPIC Aviation, LLC - fuel	AST0770GP	1,000.00
Bill Pmt -Check	09/19/2022	81498	Equipment Rental Services	Cust # 205559	642.96
Bill Pmt -Check	09/19/2022	81499	Haglund Kelley LLP		5,387.50
Bill Pmt -Check	09/19/2022	81500	Hauer's Lawn Care & Equip		171.70
Bill Pmt -Check	09/19/2022	81501	Home Depot	6035 3225 3191 4798	365.04
Bill Pmt -Check	09/19/2022	81502	iFocus Consulting, Inc.		4,788.05
Bill Pmt -Check	09/19/2022	81503	Inland Electric, Inc.	Job # S12719S	488.00
Bill Pmt -Check	09/19/2022	81504	Jackson and Son Oil		44,865.22
Bill Pmt -Check	09/19/2022	81505	Jordan Ramis PC	Client ID 43046	95.00
Bill Pmt -Check	09/19/2022	81506	Landside Resources, Inc.	August 2022	1,925.00
Bill Pmt -Check	09/19/2022	81507	Lawson Products	Cust # 10075026	188.87
Bill Pmt -Check	09/19/2022	81508	M&N WORKWEAR		308.07
Bill Pmt -Check	09/19/2022	81509	Maul Foster & Alongi, Inc.		12,750.00
Bill Pmt -Check	09/19/2022	81510	North Coast Truck Parts	Acct # 358	6.00
Bill Pmt -Check	09/19/2022	81511	NW Natural		214.34
Bill Pmt -Check	09/19/2022	81512	OLSEN BAY MARINE SERVICES		2,002.50
Bill Pmt -Check	09/19/2022	81513	Olson Asphalt Maintenance, LLC		13,760.00
Bill Pmt -Check	09/19/2022	81514	P & L Johnson Mechanical, Inc.		775.08
Bill Pmt -Check	09/19/2022	81515	Pacific Power		2,183.62
Bill Pmt -Check	09/19/2022	81516	PetroCard, Inc.	01-0004280	738.64
Bill Pmt -Check	09/19/2022	81517	Quadient (postage)	X3391	237.00
Bill Pmt -Check	09/19/2022	81518	Ready2Go Restroom Trailers Sales LLC		45,700.00
Bill Pmt -Check	09/19/2022	81519	Recology Western Oregon		6,212.21
Bill Pmt -Check	09/19/2022	81520	Recology Western Oregon (LA)	A1080000232	984.81
Bill Pmt -Check	09/19/2022	81521	Rushing Marine Service, LLC		700.00
Bill Pmt -Check	09/19/2022	81522	Shane Jensen - Grant Writer	Grant Writing - Aug 2022	8,456.44
Bill Pmt -Check	09/19/2022	81523	Solutions YES, LLC	Acct # PO03	128.56
Bill Pmt -Check	09/19/2022	81524	Special Districts Health Premiums	Cust # 03-0016324	47,019.95
Bill Pmt -Check	09/19/2022	81525	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	81.16
Bill Pmt -Check	09/19/2022	81526	State and Federal Surplus Property	Steel Plate Freight	262.00
Bill Pmt -Check	09/19/2022	81527	Sunset Auto Parts - NEW	Cust # 76004	250.39
Bill Pmt -Check	09/19/2022	81528	Sweet Septic and Portable Service	August 2022	260.00
Bill Pmt -Check	09/19/2022	81529	Terry's Plumbing LLC.	W/O#2197	21.15
Bill Pmt -Check	09/19/2022	81530	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	09/19/2022	81531	Walter E. Nelson Co.	Cust # 1629	632.35
Bill Pmt -Check	09/19/2022	81532	Wilcox & Flegel	Acct # 0053592	73.44
Total 102-02 · CCB Operating #1442					212,736.29
Total 102-00 · Cash					212,736.29
<b>TOTAL</b>					<b>212,736.29</b>

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9-20-22

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whx



# October 2022

October 2022							November 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 25	26	27	28	29	30	Oct 1
2	3 7PM Astoria City Council Mtg	4 4PM Regular Session 6PM CB City Council Mtg	5 7PM Gearhart City Council Mtg	6	7	8
9	10 4PM Airport Advisory Committee 7PM Seaside City Council Mtg	11 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	12 6PM Clatsop Cnty Commission	13	14	15
16	17 7PM Astoria City Council Mtg	18 4PM Regular Workshop Session	19	20	21	22
23	24 7PM Seaside City Council Mtg	25 530PM Astoria Planning Commission 6PM Warrenton City 7:30AM AWACC	26 6PM Clatsop Cnty Commission	27 12PM CREST Council Mtg	28	29
30	31	Nov 1	2	3	4	5

<b>RE#</b>	<b>0129</b>
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**REQUEST FOR EXPENDITURE**

S E C T I O N  A	Date:	9/13/22	Department:	Maintenance
	Staff Contact:	Joe Tadei	Vendor (if determined):	Whitney Equipment
	Description of Product or Service being requested:	Replace Variable Frequency Drive (VFD) for Pier 3 stormwater pump station.		
	Purpose of Product or Service being requested:	VFD has failed and needs to be replaced with new.		
	Cost Estimate:	\$14,054.20		
S E C T I O N  B	1. Does this expenditure exist within the current budget? <span style="float: right;">(Original Budget Amount)</span>			
	<input checked="" type="checkbox"/> No (Skip to Section C-2)		/ <input type="checkbox"/> Yes (Proceed) <span style="float: right;">\$ <input type="text"/></span>	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D)		/ <input type="checkbox"/> Yes (Proceed to Section C-1)		
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input type="checkbox"/> Yes				
S E C T I O N  C	1.			
	Account # for Budgeted Item (ex: XXX-XX)		TOTAL <span style="float: right;">NET OF GRANTS</span>	
	FY 2022-2023 Budget for this Account		\$ <input type="text"/> <span style="float: right;">\$ <input type="text"/></span>	
	Amount Spent Year-to-Date for this Account		\$ <input type="text"/> <span style="float: right;">\$ <input type="text"/></span>	
	Amount Available to Spend for this Account		\$ <input type="text"/> <span style="float: right;">\$ <input type="text"/></span>	
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
	2.			
	If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)?		<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	
	Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)		TOTAL <span style="float: right;">NET OF GRANTS</span>	
FY 2022-2023 Budget for the Account being reduced		710-00 <span style="float: right;">\$ 3,959,368 <span style="float: right;">\$ 2,018,605</span></span>		
Amount Spent Year-to-Date for this Account		\$ 249,012 <span style="float: right;">\$ 186,816</span>		
Amount Available to Spend for this Account		\$ 3,710,356 <span style="float: right;">\$ 1,831,789</span>		
What is being given up to accommodate the reallocation of funds for this expenditure?				
S E C T I O N  D	3			
	If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.			
(Specify date of Commission meeting when item is scheduled to be heard/approved)				
10/04/22				
S E C T I O N  E	Signature of Department Head		Signature of Operations Manager	
	Date		Date	
	Signature of Finance Manager		Signature of Executive Director	
	Date		Date	

*(over for Quotation Analysis)*

# Pier 3 Stormwater VFD

Project:

Joe Tadei

Erin Hawkinson

Quotes obtained by:

Procurement Method:

- Small procurement
- Intermediate procurement
- Sole source
- Emergency

- Request for Bid
- Request for Proposal

Solicitation Method:

- Verbal quotes (informal)
- Requests for written quotes (informal)
- Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Whitney Eq.	\$14,054.20	VFD logic control module.	Order will be placed upon commission approval.	Vendor is the dealer who supports repairs to Pier 2 & Pier 3 stormwater systems.	Component is proprietary to Pier 3 stormwater system. No alternate resource available.
Vendor selection & justification: (REQUIRED)					
Vendor is on contract with the port for the maintenance and repair of the stormwater pump stations on Pier 2 and Pier 3.					



16120 Woodinville-Redmond Road NE, Suite 3  
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300  
Vancouver, WA 98661 Phone: (360) 694-9175

8/24/2022

**Quote #: 38915 - 0**

**To: Port of Astoria**  
**Attn: Erin Hawkinson**  
**Email: emcdonnell@portofastoria.com**  
**Phone: 503 741-3333**

**Project Name: VFD Drive for Pump Station #3**

The following is Whitney Equipment Company's parts we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$165.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Matthew Ferree, phone 425-486-9499 x 111. Please call if you need further information or prices.

**SCOPE OF SUPPLY**

Hello Erin,

Here is our estimate for parts needed at your facility. Please review and if you would like to proceed, send us your purchase order or sign page three and return the entire quote. Thank you!

1 each            838419 VFD Drive

TOTAL            \$14,054.20

Mileage rates are subject to WECI price increases  
There is a three hour minimum on all service calls  
Lead Times: TBD based on parts arrival  
Freight Terms: FOB Factory, prepaid and added to invoice  
WECI is not responsible for shipping delays from manufactures

---

Sales tax is not included unless specified.  
Payment Terms: Net 30

Sincerely,

DodiRose Zooropa  
Assistant Service Coordinator  
dodirose@weci.com  
425-205-2746



**WHITNEY EQUIPMENT CO., INC.  
WOODINVILLE, WA  
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

**ACCEPTANCE:** Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

**ENTIRE AGREEMENT:** The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

**GOVERNING LAWS:** Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

**JURISDICTION AND VENUE:** Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

**ATTORNEYS FEES AND EXPERT COSTS:** The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

**WARRANTY:**

**THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.**

**TAXES:** Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

**PAYMENT TERMS:** All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

**CREDIT CARD PAYMENTS:** All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

**CREDIT:** Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

**PRICE:** The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

**STARTUP PAYMENTS:** If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

**SHIPMENTS AND DELIVERY:** Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute

Whitney Equipment Company, Inc.

a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

**NON-DELIVERY:** The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

**APPROVALS:** Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

**OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 –** Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

**LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

**STORAGE –** If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

**TITLE -** Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

**INSURANCE:** Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

**CANCELLATION:** The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

**ORAL STATEMENTS:** The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**CHANGES:** Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

**ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

**STATUTE OF LIMITATIONS -** To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

**INSPECTION:** Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products. It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

**NOT INCLUDED:** Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

**FREIGHT:** Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

**BACKCHARGES** will not be accepted unless approved by Seller, in writing, before any work is done.

**DELAYS:** Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.



DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.