

## Board of Commissioners

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

422 Gateway Ave, Suite 100  
 Astoria, OR 97103  
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 Fax: (503) 741-3345  
[www.portofastoria.com](http://www.portofastoria.com)

### Regular Session

November 7, 2023 @ 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.
7. CONSENT CALENDAR:
  - a. Meeting Minutes –
    - Workshop Session 09/19/23 ..... 3
    - Regular Session 10/03/23 ..... 7
  - b. Financials –
    - August 2023..... 11
    - September 2023 ..... 16
  - c. Event Calendar – November 2023 ..... 21
8. ACTION:
  - a. Northwest Forest Link Lease..... 22
  - b. Approve SDAO Contract..... 43
9. ADVISORY:
  - a. Executive Director Evaluation – George Dunkel ..... 45
  - b. Port Infrastructure Development Program Grant Announcement
10. PUBLIC COMMENT – for non-agenda items  
 This is an opportunity to speak to the Commission for 3 minutes regarding Port concerns not on the agenda.
11. EXECUTIVE DIRECTOR COMMENTS
12. UPCOMING MEETING DATES:
  - a. Workshop Session – November 21, 2023 at 4:00 PM
  - b. Regular Session – December 5, 2023 at 4:00 PM
13. ADJOURN

Please Note:

Agenda packets are available online at:

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

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



## Board of Commissioners

### HOW TO JOIN THE ZOOM MEETING:

**Online:** Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUeIxNy9hYTFPQTlzQT09>  
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

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at [admin@portofastoria.com](mailto:admin@portofastoria.com).

Please Note:

Agenda packets are available online at:

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

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

**MEETING MINUTES  
SEPTEMBER 19, 2023**

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

**Call to Order:**

Chairman Stevens called the Workshop Session to order at 12:30 pm.

**Roll Call:**

**Commissioners Present:** Robert Stevens; Frank Spence; Jim Campbell; and Tim Hill. Commissioner Dirk Rohne was not present.

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

**Port Counsel:** Eileen Eakins.

**Also Attending:** Executive Director of the West Coast Seafood Processors Association Lori Steel and Rebecca Norden Bright with *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. Authorize Letter to DEQ Regarding NPDES Permit Requirements**

The Executive Director of the West Coast Seafood Operators Association, Lori Steel, joins the meeting via Zoom. Steel explains that the public comment period is currently underway regarding the Department of Environmental Quality's (DEQ) permitting requirements for seafood processor Da Yang Seafood. Steel has identified a number of major concerns in the draft permit, including proposed limits for metals (without the testing technology available), daily sampling requirements, and unreasonable requirements related to chlorine. Steel notes that Da Yang does not use chlorine, but testing can produce false positives for chlorine. The draft permit for Da Yang will set a precedent as it is the first of nine individual permits that need to be issued in Oregon. Steel asks for the Port's support in submitting written comments and thanks Deputy Director McGrath for drafting the letter. Steel hopes DEQ will work with the seafood processors to collaborate to find solutions that work for the facility and DEQ. Steel thanks the Commission for their time and inquires if they have any questions.

- Commissioner Stevens inquires if there are seafood processors in Salem to point out the fact that this is a coastal issue. Steel responds that she has extensive support from Oregon legislators who are supportive and involved, but there have not been any action items on the topic; Steel has also met with the governor's office on this issue.

Commissioner Hill moved to approve the letter to the Department of Environmental Quality regarding National Pollutant Discharge Elimination System requirements. Commissioner Spence seconded. The roll call vote occurred as follows:

Commissioner Hill: Yes.

Commissioner Spence: Yes.

Commissioner Campbell: Yes.

Commissioner Stevens: Yes.

The motion carried 4-0 amongst the Commissioners present.

#### 6b. Funding Agreement – Industrial Development Fund

Executive Director Isom refers to the funding agreement document on page five of the packet. This item has been in progress for several years. Originally the Clatsop County Industrial Revolving Fund was created for the North Coast Business Park. Over time the fund grew, and there was not a plan to dispense the funds. The Airport Industrial Park meets the same objectives and represents the same base. Isom and McGrath have held numerous meetings with county staff and made presentations to the County Commission. Last week, the County Commission approved \$250,000 to be used for the Airport Industrial Park for plans, studies, permitting, and infrastructure.

- Commissioner Campbell inquires if the funding can be used for road improvements. McGrath explains that the initial \$250,000 is specifically for predevelopment use. Initially, the Port requested \$850,000, and the county requested to break up the request. Once the \$250,000 is used, funds can be requested for further development.
- Commissioner Stevens notes that the \$250,000 is the first step, and it is important to maintain relations with the County. McGrath comments that the Port will be presenting progress to the County Commission as predevelopment projects move along.
- Isom publicly thanks Clatsop County for their support. County staff and particularly County Manager Don Bohn have been good partners to work with. Bohn's background in Washington County and as a longtime administrator is appreciated on both a personal and professional level.

The Port Commissioners thank Clatsop County for the funding and look forward to this cooperative effort.

Commissioner Campbell moved to accept the funding agreement from the Clatsop County Industrial Development Revolving Fund in the amount of \$250,000. Commissioner Spence seconded. The roll call vote occurred as follows:

Commissioner Hill: Yes.

Commissioner Spence: Yes.

Commissioner Campbell: Yes.

Commissioner Stevens: Yes.

The motion carried 4-0 amongst the Commissioners present.

#### **Presentation:**

##### 7a. Commission Training – Port Counsel Eileen Eakins

Port Counsel Eileen Eakins thanks the Commission and staff for inviting her to provide in-person training for staff and Commissioners. Eakins' presentation covers the topics of authorities, duties,

and liabilities of Port Commissioners and staff. The Commissioners thank Eakins for her personalized training session. For the complete training, please see meeting audio.

**Commission Comments:**

Commissioner Campbell commented on the following:

- Requests to hold an executive session regarding real estate. Campbell will speak with the Executive Director offline.

Commissioner Spence did not have any comments.

Commissioner Hill commented on the following:

- Thanks to Eileen Eakins for her presentation.

Commissioner Stevens commented on the following:

- The Oregon Public Ports Association (OPPA) will be holding a reception and meeting on September 28-29<sup>th</sup>.
- The Executive Director's Evaluation is coming up. The Commission needs to decide if they are to use the Special Districts Association of Oregon (SDAO) or another method.

**Executive Director Comments:**

- The OPPA annual conference is coming up on September 28<sup>th</sup>-29<sup>th</sup>. If you are interested in attending, please contact Stacy before the 21<sup>st</sup>.
- Last night, the Astoria City Council held the first reading of the city's zoning code amendment for the Astoria Waterfront Master Plan. Deputy Director Matt McGrath and others made comments on behalf of the Port during the meeting. There has been progress since the last Planning Commission meeting, but there are issues that remain.
- Met with Colin Cooper, the new Executive Director of the Columbia Pacific Economic Development District.
- Was invited to participate in a SDAO hiring panel for the new Executive Director of the Sunset Empire Transportation District. County Manager Don Bohn and City Manager Scott Spence will also be participating on the panel.

**Upcoming Meeting Dates:**

- Regular Session – October 3, 2023 at 4:00 PM
- Workshop Session – October 17, 2023 at 4:00 PM

**Adjourned:**

Chairman Stevens adjourned the meeting at 4:15 PM.

**APPROVED:****ATTEST:**

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Robert Stevens, Board Chairman  
Board of Commissioners

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Tim Hill, Secretary  
Board of Commissioners

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant / Administrative Coordinator

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November 7, 2023  
Date Approved by Commission

DRAFT

**MEETING MINUTES  
OCTOBER 3, 2023**

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

**Call to Order:**

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

**Roll Call:**

Commissioners Present: Robert Stevens; Frank Spence; Jim Campbell; Tim Hill; and Dirk Rohne.

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

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

Also Attending: Lori Beth Culp of Lor's Tours and Rebecca Norden-Bright with *The Astorian*.

**Pledge of Allegiance**

**Commission Reports:**

Commissioner Hill reported on the following:

- Impressed with the letter the Executive Director drafted to the City of Astoria in regard to the Astoria Waterfront Master Plan (AWMP).

Commissioner Spence reported on the following:

- Attended the Oregon Public Ports Association (OPPA) annual conference held in Astoria at the Cannery Pier Hotel.
- Sundial Travel has purchased two double-decker buses to shuttle cruise passengers around town; this will alleviate the need for the Clatsop Cruise Hosts to charter buses.
- Inquires if the Vector Solutions agreement is operational at the airport. Deputy Director McGrath answers that yes, Vector Solutions is in use at the airport.

Commissioner Rohne reported on the following:

- Thanks to the City of Astoria for their support of the AWMP.

Commissioner Campbell had nothing to report.

Commissioner Stevens reported on the following:

- Attended the Astoria City Council Meeting last night. The zoning amendments were approved four to one in favor of supporting the master plan without encumbrances from controlled use.
- Attended the State of Oregon Public Works conference along with Executive Director Isom. There will be new regulations from the Department of Environmental Quality (DEQ) and the Department of Energy for ports.

**Changes/Additions to the Agenda:**

The Executive Director of the West Coast Seafood Processors Association, Lori Steel, had an

emergency and will not be presenting today. Item 8b, Bureau of Ocean Energy Management Offshore Wind Energy Discussion, will be removed from the agenda.

Commissioner Rohne moved to approve the agenda as amended. Commissioner Hill seconded. The motion carried 5-0 amongst the Commissioners present.

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

No public comment was received.

**Consent Calendar:**

The Consent Calendar consisted of the following:

- Meeting Minutes – 07/18/2023 Regular Session and 08/01/2023 Regular Session
- Event Calendar – September 2023

Commissioner Rohne moved to approve the consent calendar as presented. Commissioner Campbell seconded. The motion carried 5-0 amongst the Commissioners present.

**Advisory Items:**

**8a. Airport Master Plan – Mead & Hunt**

Angela Archibeque and Marieke Armstrong with planning firm Mead & Hunt share progress with the Airport Master Plan update. The presentation focuses on alternative development, land use, financial feasibility, and next steps for the airport. Presentation highlights include:

- Mead & Hunt has taken an inventory of environmental factors surrounding and including the airport property.
- The demand forecast has been submitted to the Federal Aviation Administration (FAA) and was approved in September.
- The facility requirement assessment is complete. This is based on the forecast and will determine what facilities will be needed for the next 20 years.
- There is a future demand for increased based aircraft. Future hangar development locations are included to increase the capacity at the airport to meet the needs of future demand.
- Alternative development options begin on page 17 of the packet. Airfield alternatives will resolve runway crossings to comply with FAA guidance. Demand will dictate which alternative will be the best path forward.
- The Coast Guard may expand operations, including an additional helipad.
- Currently, the Capital Improvement Plan is in progress. When it is complete, the Airport Layout Plan (ALP) will be submitted to the FAA. Once the FAA approves the ALP, the master plan will be finalized.

The Commission thanks Archibeque and Armstrong for their informative and thorough presentation.

**8b. Executive Director Annual Review Discussion**

Commissioner Stevens explains that the Executive Director's review is coming up. Stevens inquires how the Commission would like to proceed this year. If the Port would like to seek outside assistance, such as the Special Districts Association of Oregon (SDAO), the decision needs to be made in the next couple of weeks. George Dunkel is open to a modified process. Discussion includes:

- Rohne comments that he has worked to achieve a standardized professional process for the Executive Director's review. Last year, the Commission worked on creating a shared evaluation template. The final evaluation document was fruitful, and the cost with SDAO is reasonable. The document has already been developed, and the most professional way to conduct the review is with a third party, such as SDAO.



- Campbell disagrees with the SDAO process and did not find the evaluation document relevant.
- Spence supports the process with SDAO; it has been successful in the past. Each Commissioner's thoughts and opinions are collated into a final review.
- Hill will defer to the majority decision.
- Isom comments that however the review is conducted, there does need to be a collated single review from the Commission and that the evaluation metrics are shared with him prior to the review.

**Action Items:****8a. Request for Expenditure #0164 Travelift Wheel Replacement**

Executive Director Isom refers to Request for Expenditure #0164 on page 66 of the packet. There was an internal discussion about whether this item should be brought to the Commission as there is a budgeted line item for boatyard improvements. Since this expenditure is for a specific piece of equipment, there could be an argument that it's not part of the general infrastructure upgrades at the boatyard. The Travelift is currently operational, but the tire assembly is in need of replacement. Commissioner Rohne moved to approve the Request for Expenditure #0164 Travelift Wheel Replacement in the amount of \$9,140.95 plus shipping. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

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

Lori Culp of Lor's Tours speaks to the Commission regarding the Port's Facility Use agreement for tour operators. Lori comments that cruise passengers do not have enough options for tours in Astoria. Lori notes that the Port's insurance requirements and \$100 daily fee are too much for small tour operators. Lori reads a letter to the Commission. For the complete letter, please see meeting audio.

**Executive Director Comments:**

- At last night's Astoria City Council meeting, the AWMP was approved, as well as the new zoning ordinance as originally proposed by the Port and City with the help of outside consultant Walker Macy. This was a culmination of efforts by many. Special thanks to Executive Director of the Astoria-Warrenton Chamber of Commerce David Reid, Executive Director of Clatsop Economic Development Resources (CEDR) Kevin Leahy, and Regional Representative with Business Oregon Melanie Olson. When the Port and City first embarked on this process, it was a landmark event. Previous City Manager Brett Estes, Community Development Director Meg Leatherman, and Public Works Director Jeff Harrington were a big part of getting this plan moving and were also all part of the 11-member advisory committee. Thanks to City Manager Scott Spence and City Planner Tiffany Taylor, who stepped in and did quite a bit of work to bring the project together. Thanks to the Astoria City Councilors for their support. Thanks to Councilor Brownson for

his support throughout the process. Now the work begins to bring the plan from the planning phase to fruition.

- The Oregon Public Ports (OPPA) conference was held last week. There were 11 of the 23 Oregon public ports represented at the event. It was informative to hear news from the state and federal levels.
- Participated in the interview panel for the Sunset Empire Transportation District's new Executive Director. George Dunkel of SDAO assisted the transit district in the process.
- Clatsop Community College is hosting an open house from 1-4 pm on October 14<sup>th</sup>, and the Clatsop Community College Foundation is hosting an event directly after.
- The Oregon State University extension office is offering a forestry tour on October 13<sup>th</sup> in Knappa.
- The annual Columbia Crossing is coming up this Sunday. The race is sold out and hosts 3,500 runners. The Astoria-Meglar Bridge will be shut down in the morning to midafternoon.

**Upcoming Meeting Dates:**

- Workshop Session – October 17, 2023 at 4:00 PM
- Regular Session – November 7, 2023 at 4:00 PM

**Adjourned:**

Chairman Stevens adjourned the meeting at 5:24 PM.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Robert Stevens, Board Chairman  
Board of Commissioners

\_\_\_\_\_  
Tim Hill, Secretary  
Board of Commissioners

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant – Administrative Coordinator

November 07, 2023  
Date Approved by Commission

**Port of Astoria**  
**Profit & Loss Actual vs. Budget**  
**August 2023 Estimates\***

	Actuals Jul 2023 - Aug 2023 EST	Actuals Jul 2022 - Aug 2022	Budget Jul 2023 - Aug 2023	Budget Variance Through Aug	% of Budget Through Aug	Full '23-'24 Budget
<b><u>Operating Revenues</u></b>						
Dockage & Vessel Service	138,070	57,786	114,763	23,307	120%	807,555
Lease & Rental Income	561,218	396,724	559,455	1,763	100%	3,060,111
Rebilled Expenses	413,452	326,169	379,170	34,282	109%	1,731,006
Boat Haulout	118,249	133,051	139,705	-21,456	85%	717,840
Marina Revenues	176,002	209,336	216,000	-39,999	81%	691,060
Fuel Sales	650,805	781,750	743,623	-92,818	88%	1,748,654
Ticket Revenues	910	1,500	1,575	-665	58%	3,600
Other Income	14,438	6,964	10,691	3,747	135%	70,393
<b>Total Operating Revenues</b>	<b>2,073,144</b>	<b>1,913,278</b>	<b>2,164,982</b>	<b>-91,838</b>	<b>96%</b>	<b>8,830,219</b>
<b><u>Operating Expenses</u></b>						
Personnel Services	463,455	424,819	510,517	-47,062	91%	2,994,266
Materials and Services	1,186,538	1,242,801	1,232,841	-46,303	96%	4,483,128
<b>Total Operating Expenses</b>	<b>1,649,993</b>	<b>1,667,620</b>	<b>1,743,358</b>	<b>-93,365</b>	<b>95%</b>	<b>7,477,394</b>
<b>Income from Operations</b>	<b>423,151</b>	<b>245,658</b>	<b>421,624</b>	<b>1,527</b>	<b>100%</b>	<b>1,352,825</b>
<b><u>Non-Operating Revenues</u></b>						
Property Tax Revenues-Genl Fund	14,461	11,494	12,413	2,048	116%	954,000
Timber Tax Revenues	0	0	0	0	0%	0
Other County Revenues	7,655	55	272	7,383	2,814%	39,500
Grants*	75,735	76,250	75,735	0	100%	21,764
Interest Income	9,271	2,276	3,030	6,241	306%	9,780
<b>Total Non-Operating Revenues</b>	<b>107,122</b>	<b>90,075</b>	<b>91,450</b>	<b>15,672</b>	<b>117%</b>	<b>1,025,044</b>
<b><u>Total Non-Operating Expenses</u></b>						
Capital Outlay*	244,141	159,510	244,141	0	100%	113,581
Interest Expense	10,456	618	10,457	-1	100%	447,114
Principal Expense	17,175	3,886	17,173	2	100%	1,208,513
<b>Total Non-Operating Expenses</b>	<b>271,773</b>	<b>164,013</b>	<b>271,771</b>	<b>2</b>	<b>100%</b>	<b>1,769,208</b>
<b>Net Income (Loss)</b>	<b>258,501</b>	<b>171,720</b>	<b>241,303</b>	<b>17,198</b>		<b>608,662</b>

\*Financials are presented as estimates during the period that Finance Manager is on leave. Updated financials for August and September will be presented in December.

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

**Port of Astoria**  
**Balance Sheet**  
ESTIMATED as of August 2023

August 31, 2023

**ASSETS**

**Current Assets**

**Cash & Cash Equivalents**

<b>Cash Funds</b>	745
Operating Account #1442	932,178
Payroll Account #5344	8,469
Bornstein MMA #0004	0
Money Market #1259	264,240
Restricted AOC4 MMA #0760	250,360

<b>Total Clatsop Community Bank</b>	1,455,247
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<b>Total Cash &amp; Cash Equivalents</b>	1,455,992
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<b>Accounts Receivable</b>	761,599
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<b>Other Current Assets</b>	3,124,258
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<b>Total Current Assets</b>	5,341,849
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<b>Fixed Assets</b>	35,346,412
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**Other Assets**

Long-term Receivables	16,352,851
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<b>TOTAL ASSETS</b>	<b>57,041,112</b>
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**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Accounts Payable	693,635
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Other Current Liabilities	14,745,189
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<b>Total Current Liabilities</b>	15,438,824
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**Long Term Liabilities**

Accrued Vacation Payable	156,798
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Accrued Sick Leave	167,614
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Notes Payable	13,007,848
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Net Pension Liability	1,337,577
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OPEB Liability	738,399
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Lease Liability	132,494
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Pollution Remediation AOC 4 Liability	2,564,338
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Less Current Portion LT Debt	-1,342,522
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<b>Total Long Term Liabilities</b>	16,762,546
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<b>Total Liabilities</b>	32,201,370
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**Equity**

Retained Earnings	24,581,241
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Net Income	258,501
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<b>Total Equity</b>	24,839,742
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>57,041,112</b>
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Capital Projects  
August 2023 ESTIMATES  
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL PROJECTS & GRANTS			CAPITAL PROJECTS & GRANTS			REMAINDER & PRIORITY	
			As Budgeted			Actual Spending To-Date			Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Rem
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 8/31/2023	Grants Received through 8/31/2023	Expenses through 8/31/2023 NET OF GRANTS		
WFW	21	P2 West Preconstruction	1,500,000	1,325,000	175,000	2,420	-	2,420	172,580	1
Airport	03	Airport Master Plan	88,885	82,470	6,415	28,742	21,764	6,977	(562)	2
WFW	17	Slip 1 Sampling and Analysis Plan	50,000	-	50,000	48,022	-	48,022	1,978	2
Administration	01	2023-24 IT Upgrades	30,000	-	30,000	-	-	-	30,000	3
Airport	04	Backfill and Site Prep Behind Overbay	60,000	-	60,000	-	-	-	60,000	3
WFW	20	Dredge Repairs - repair dredge pipe/replace cutter head	25,000	-	25,000	5,606	-	5,606	19,394	3
WFW	18	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	195,049	-	195,049	-	-	-	195,049	3
WFW	27		122,800	92,100	30,700	71,961	53,971	17,990	12,710	3
WFW - Boatyard	15	Boatyard Master Plan	87,500	76,000	11,500	9,474	-	9,474	2,026	3
Airport	07	Hangar Maintenance	25,000	-	25,000	-	-	-	25,000	4
Airport	13	Vegetation Management	30,000	-	30,000	5,468	-	5,468	24,533	4
WFW	16	2023-24 Security Upgrades: Security cameras, Marina security fencing	75,000	56,250	18,750	-	-	-	18,750	4
WFW	26	Link Belt Crane - load cells and wind meter	15,000	-	15,000	-	-	-	15,000	4
WFW	23	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	-	-	-	50,000	4
Airport	08	Industrial Park	300,000	250,000	50,000	-	-	-	50,000	5
Airport	09	Terminal Building Upgrades	75,000	-	75,000	31,190	-	31,190	43,810	5
Airport	11	Tide Gate Feasibility Study	49,800	49,800	-	-	-	-	-	5
WFE - Marinas	06	West Basin T-Dock Power	60,000	51,000	9,000	29,898	-	29,898	(20,898)	5
WFW	12	413 Gateway Building - Replace Siding/Flooring	55,000	-	55,000	-	-	-	55,000	5
WFW	19	Fire Suppression/System Upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
WFW	22	Pier 1 Building - New HVAC Outdoor Units (3)	25,000	-	25,000	-	-	-	25,000	5
WFW	24	Repave Gateway Avenue / Restripe	110,000	82,500	27,500	-	-	-	27,500	5
WFW - Boatyard	30	Boatyard Upgrades	150,000	-	150,000	202	-	202	149,798	5
WFW	10	422 Gateway Building - Remodel/Upgrades	100,000	-	100,000	-	-	-	100,000	6
WFE - Marinas	02	Dumpster Enclosure	10,000	-	10,000	-	-	-	10,000	7
WFW	25	Waterfront Master Plan - Wayfinding Signage	15,000	-	15,000	-	-	-	15,000	7
Airport	05	Backfill and Site Prep Behind Recology	100,000	-	100,000	-	-	-	100,000	8
WFW - Cruise	14	Gangway Landing Tower	65,000	-	65,000	-	-	-	65,000	10
		Misc	-	-	-	11,160	-	11,160	(11,160)	
<b>TOTALS</b>			<b>3,489,034</b>	<b>2,065,120</b>	<b>1,423,914</b>	<b>244,141</b>	<b>75,735</b>	<b>168,406</b>	<b>1,255,508</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	08/07/2023	82661	A & A Pest Control	105650	100.00
Bill Pmt -Check	08/07/2023	82662	A Coastal Lock & Key, LLC		43.00
Bill Pmt -Check	08/07/2023	82663	Aero Specialties		650.00
Bill Pmt -Check	08/07/2023	82664	Airside Solutions, Inc.		3,832.82
Bill Pmt -Check	08/07/2023	82665	America's Phone Guys		1,416.80
Bill Pmt -Check	08/07/2023	82666	AT&T	Acct # 019 295 1870 001	25.99
Bill Pmt -Check	08/07/2023	82667	Bayview Asphalt, Inc.		1,101.00
Bill Pmt -Check	08/07/2023	82668	Bio-Med Testing Services, Inc.	POASTORI	20.00
Bill Pmt -Check	08/07/2023	82669	CenturyLink	Acct # 497163267	104.14
Bill Pmt -Check	08/07/2023	82670	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	08/07/2023	82671	Chinook Marine Repair, Inc.	Acct # 3940	794.62
Bill Pmt -Check	08/07/2023	82672	Chris Gibbs - A/P	Reimbursement	40.89
Bill Pmt -Check	08/07/2023	82673	Cintas Corporation	10829	135.04
Bill Pmt -Check	08/07/2023	82674	City Lumber	Cust # 7259	2,034.59
Bill Pmt -Check	08/07/2023	82675	City of Astoria - utilities		690.45
Bill Pmt -Check	08/07/2023	82676	CityServiceValcon		26,911.56
Bill Pmt -Check	08/07/2023	82677	Clatsop County Fair & Expo	AIRPORT FLY-IN 2023	400.00
Bill Pmt -Check	08/07/2023	82678	Clatsop County Lawn & Tractor	544212	1,046.25
Bill Pmt -Check	08/07/2023	82681	Clatsop Economic Development Resour...	Membership renewal	1,000.00
Bill Pmt -Check	08/07/2023	82679	Columbia Screen Printing LLC		948.00
Bill Pmt -Check	08/07/2023	82680	Columbia Steel Supply		188.26
Bill Pmt -Check	08/07/2023	82682	Core & Main	267535	2,089.02
Bill Pmt -Check	08/07/2023	82683	Del's OK Point S Tire	POR101	528.88
Bill Pmt -Check	08/07/2023	82684	DEQ		4,905.74
Bill Pmt -Check	08/07/2023	82685	Drug Screens, Inc.		35.00
Bill Pmt -Check	08/07/2023	82686	Evans Plumbing, Inc.	Work Order #6-129870	291.17
Bill Pmt -Check	08/07/2023	82687	Fastenal	ORAST0062	186.94
Bill Pmt -Check	08/07/2023	82688	iFocus Consulting, Inc.		1,572.00
Bill Pmt -Check	08/07/2023	82689	J P Plumbing Company, Inc.	Cust ID: AS75	15.50
Bill Pmt -Check	08/07/2023	82690	J. Burk (A/P)	Reimbursement for Boatyard BBQ 2023	355.25
Bill Pmt -Check	08/07/2023	82691	Jackson and Son Oil		32,467.52
Bill Pmt -Check	08/07/2023	82692	Kiwi Glass, Inc.		625.00
Bill Pmt -Check	08/07/2023	82693	Landside Resources, Inc.	June 2023	1,450.00
Bill Pmt -Check	08/07/2023	82694	Larry Jones (Retiree)		832.14
Bill Pmt -Check	08/07/2023	82695	Lawson Products		417.72
Bill Pmt -Check	08/07/2023	82696	Metro Overhead Door	Acct # 14678	1,061.00
Bill Pmt -Check	08/07/2023	82697	Michael Magyar dba Magyar Land Surve...		2,980.00
Bill Pmt -Check	08/07/2023	82698	National Business Furniture LLC		8,576.36
Bill Pmt -Check	08/07/2023	82699	North Coast Records		600.00
Bill Pmt -Check	08/07/2023	82700	Northwest Local Government Legal Advi...	June 2023	6,105.00
Bill Pmt -Check	08/07/2023	82701	NW Natural		134.67
Bill Pmt -Check	08/07/2023	82702	P & L Johnson Mechanical, Inc.		876.56
Bill Pmt -Check	08/07/2023	82703	Pacific Power		2,779.41
Bill Pmt -Check	08/07/2023	82704	PacificSource Administrators	Employer ID: P00431	530.43
Bill Pmt -Check	08/07/2023	82705	Pape Machinery, Inc.	Cust # 101890	62.02
Bill Pmt -Check	08/07/2023	82706	PetroCard, Inc.	01-0004280	686.82
Bill Pmt -Check	08/07/2023	82707	Platt Electric Supply (Rexel)	Acct #135946	39.65
Bill Pmt -Check	08/07/2023	82708	QT POD		1,425.00
Bill Pmt -Check	08/07/2023	82709	Red Dwarf Graphx		2,032.00
Bill Pmt -Check	08/07/2023	82710	Robert D Hanks		554.76
Bill Pmt -Check	08/07/2023	82711	S. Bruce Conner	December 2022	2,100.00
Bill Pmt -Check	08/07/2023	82712	Shane Jensen - Grant Writer	Grant Writing - July 2023	9,072.50
Bill Pmt -Check	08/07/2023	82713	Shred-It	Cust # 16971101	120.00
Bill Pmt -Check	08/07/2023	82714	Sierra Springs	928320221793628	123.69
Bill Pmt -Check	08/07/2023	82715	SmartSign	Order # MPS-784214	1,065.84
Bill Pmt -Check	08/07/2023	82716	Special Districts Health Premiums	Cust # 03-0016324	48,029.05
Bill Pmt -Check	08/07/2023	82717	Stacy Bandy (A/P)		667.06
Bill Pmt -Check	08/07/2023	82718	Standard Insurance Co.	Policy # 00 158620 0001	1,954.79
Bill Pmt -Check	08/07/2023	82719	Staples Advantage		568.08
Bill Pmt -Check	08/07/2023	82720	State of Oregon - Employment Tax	BUS ID#: 0504015-4	5,280.76
Bill Pmt -Check	08/07/2023	82721	Sunset Auto Parts - NEW	Cust # 76004	355.83
Bill Pmt -Check	08/07/2023	82722	Sweet Septic and Portable Service	Airport Event	935.00
Bill Pmt -Check	08/07/2023	82723	Terry's Plumbing LLC.		61.23
Bill Pmt -Check	08/07/2023	82724	The Daily Astorian	Account # 12928	134.40
Bill Pmt -Check	08/07/2023	82725	Trails End Recovery		78.75
Bill Pmt -Check	08/07/2023	82726	Verizon Wireless #7705-1	270297705-00001	589.66
Bill Pmt -Check	08/07/2023	82727	Walter E. Nelson Co.	Cust # 1629	1,450.25
Bill Pmt -Check	08/07/2023	82728	Wells Electrical Contracting, Inc.		300.00
Bill Pmt -Check	08/07/2023	82729	Wilcox & Flegel	Acct # 0053592	50.67

Total 102-02 - CCB Operating #1442

188,676.52

Total 102-00 - Cash

188,676.52

TOTAL

188,676.52

8-7-23  
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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	08/22/2023	82730	Advanced Remediation Technologies, Inc.	Job # OR0203-002.001	2,135.00
Bill Pmt -Check	08/22/2023	82731	Ag-Bag Forage Solutions		310.78
Bill Pmt -Check	08/22/2023	82732	Airside Solutions, Inc.		512.37
Bill Pmt -Check	08/22/2023	82733	Autio Company		450.00
Bill Pmt -Check	08/22/2023	82734	Bergerson Construction, Inc	Project # 23101 - POA PIER 2 CMGC	840.00
Bill Pmt -Check	08/22/2023	82735	Bio-Med Testing Services, Inc.	POASTORI	29.00
Bill Pmt -Check	08/22/2023	82736	Brendon Stock (A/P)		403.24
Bill Pmt -Check	08/22/2023	82737	Brian Jacobsen (A/P)	Reimbursement for CDL Physical	120.00
Bill Pmt -Check	08/22/2023	82738	Business Oregon	Acct # 1230000433 Loan # W04002	187,000.00
Bill Pmt -Check	08/22/2023	82739	Calhoun & DeJong, Inc.	Cust # PORT05	128.26
Bill Pmt -Check	08/22/2023	82740	Campbell Environmental	Marine Terminal Maintenance	420.00
Bill Pmt -Check	08/22/2023	82741	Card Service Center		7,028.99
Bill Pmt -Check	08/22/2023	82742	Cartomation, Inc.	Invoice #66	500.00
Bill Pmt -Check	08/22/2023	82743	Charter Business - 0229	Acct # 8412 10 899 0020535	2,126.76
Bill Pmt -Check	08/22/2023	82744	Charter Business - 5587	Acct # 8412 10 109 0023418	39.99
Bill Pmt -Check	08/22/2023	82745	Cintas Corporation	10829	206.36
Bill Pmt -Check	08/22/2023	82746	City of Warrenton		19,656.30
Bill Pmt -Check	08/22/2023	82747	CityServiceValcon	Acct # 0017404	34,314.05
Bill Pmt -Check	08/22/2023	82748	Clatsop Cruise Hosts.		505.65
Bill Pmt -Check	08/22/2023	82749	Clean Water Technologies, LLC	July support	3,352.89
Bill Pmt -Check	08/22/2023	82750	Core & Main	267535	1,067.17
Bill Pmt -Check	08/22/2023	82751	DebtBook	Reference 20220729-101932134	6,500.00
Bill Pmt -Check	08/22/2023	82752	Department of Licensing		0.04
Bill Pmt -Check	08/22/2023	82753	Dr. Roof, Inc.	Ref#1746-8406	9,776.60
Bill Pmt -Check	08/22/2023	82754	DSL		1,914.00
Bill Pmt -Check	08/22/2023	82755	Earthworx Excavation, LLC		3,542.50
Bill Pmt -Check	08/22/2023	82756	Englund Marine (Airport)		11.95
Bill Pmt -Check	08/22/2023	82757	Englund Marine (Boatyard)		9.45
Bill Pmt -Check	08/22/2023	82758	Englund Marine (Marina)		356.39
Bill Pmt -Check	08/22/2023	82759	Englund Marine (MX)		1,062.81
Bill Pmt -Check	08/22/2023	82760	Frank Spence, Commissioner		150.00
Bill Pmt -Check	08/22/2023	82761	Haglund Kelley LLP		5,890.00
Bill Pmt -Check	08/22/2023	82762	Harold Culver (Retiree)	K94770139 Aug 23	277.38
Bill Pmt -Check	08/22/2023	82763	Home Depot	6035 3225 3191 4798	555.21
Bill Pmt -Check	08/22/2023	82764	iFocus Consulting, Inc.		5,399.00
Bill Pmt -Check	08/22/2023	82765	J P Plumbing Company, Inc.	Cust ID: AS75	1,002.60
Bill Pmt -Check	08/22/2023	82766	Jackson and Son Oil		92,344.63
Bill Pmt -Check	08/22/2023	82767	Jeff Hale Painting	Airport FBO	11,000.00
Bill Pmt -Check	08/22/2023	82768	Jim Varner's Automotive		120.50
Bill Pmt -Check	08/22/2023	82769	Landside Resources, Inc.	July 2023	1,500.00
Bill Pmt -Check	08/22/2023	82770	Lawson Products	Cust # 10075026	206.69
Bill Pmt -Check	08/22/2023	82771	M&N WORKWEAR		174.80
Bill Pmt -Check	08/22/2023	82772	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	270.00
Bill Pmt -Check	08/22/2023	82773	Matt Hansen (A/P)		200.00
Bill Pmt -Check	08/22/2023	82774	Maul Foster & Alongi, Inc.	Project: 0475.02.17	3,923.75
Bill Pmt -Check	08/22/2023	82775	McCall Tire Center, Inc.	Cust # A21-01162	101.98
Bill Pmt -Check	08/22/2023	82776	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	22,534.21
Bill Pmt -Check	08/22/2023	82777	Melanie Howard (A/P)		16.19
Bill Pmt -Check	08/22/2023	82778	Morgan Soller	Reimbursement	927.49
Bill Pmt -Check	08/22/2023	82779	North Coast Truck Parts		45.00
Bill Pmt -Check	08/22/2023	82780	NW Natural		132.74
Bill Pmt -Check	08/22/2023	82781	Olson Asphalt Maintenance, LLC		3,964.00
Bill Pmt -Check	08/22/2023	82782	Oregon DMV	Acct # 60577	0.35
Bill Pmt -Check	08/22/2023	82783	Pacific Power		4,959.41
Bill Pmt -Check	08/22/2023	82784	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	08/22/2023	82785	PetroCard, Inc.	01-0004280	1,030.42
Bill Pmt -Check	08/22/2023	82786	Quadient (postage)	X3391	393.00
Bill Pmt -Check	08/22/2023	82787	Recology Western Oregon		3,342.23
Bill Pmt -Check	08/22/2023	82788	Recology Western Oregon (LA)	A1080000232	1,012.80
Bill Pmt -Check	08/22/2023	82789	Sierra Springs	928320221793628	109.69
Bill Pmt -Check	08/22/2023	82790	Solutions YES, LLC	Acct # PO03	186.07
Bill Pmt -Check	08/22/2023	82791	Special Touch Janitorial, Inc.	July 2023	4,368.75
Bill Pmt -Check	08/22/2023	82792	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	08/22/2023	82793	Staples Advantage		411.02
Bill Pmt -Check	08/22/2023	82794	Sweet Septic and Portable Service	July 2023	390.00
Bill Pmt -Check	08/22/2023	82795	Talbot, Korvola & Warwick, LLP	Client # 7770000.501	23,000.00
Bill Pmt -Check	08/22/2023	82796	Terry's Plumbing LLC.		211.53
Bill Pmt -Check	08/22/2023	82797	TKE (Thyssenkrupp Elevator Corp)	Cust # 71259	690.18
Bill Pmt -Check	08/22/2023	82798	ULINE	Cust # 21657453	3,296.97
Bill Pmt -Check	08/22/2023	82799	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	08/22/2023	82800	Walter E. Nelson Co.	Cust # 1629	203.22
Bill Pmt -Check	08/22/2023	82801	Warrenton Fiber Company	Cust # Por Ast	856.25
Bill Pmt -Check	08/22/2023	82802	Wells Electrical Contracting, Inc.		5,156.75
Bill Pmt -Check	08/22/2023	82803	Oregon DMV	Acct # 60577	4.00

485,441.74

Total 102-02 CCB Operating #1442

*270 OK 8-22-23*

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**Port of Astoria**  
**Profit & Loss Actual vs. Budget**  
**September 2023 Estimates\***

	Actuals Jul 2023 - Sep 2023 EST	Actuals Jul 2022 - Sep 2022	Budget Jul 2023 - Sep 2023	Budget Variance Through Sep	% of Budget Through Sep	Full '23-'24 Budget
<b><u>Operating Revenues</u></b>						
Dockage & Vessel Service	246,838	216,582	232,142	14,696	106%	807,555
Lease & Rental Income	821,530	581,035	816,733	4,797	101%	3,060,111
Rebilled Expenses	648,258	618,818	609,747	38,511	106%	1,731,006
Boat Haulout	182,446	204,080	214,285	-31,839	85%	717,840
Marina Revenues	256,143	278,008	292,500	-36,358	88%	691,060
Fuel Sales	882,269	953,493	910,902	-28,633	97%	1,748,654
Ticket Revenues	1,535	2,000	2,275	-740	67%	3,600
Other Income	18,069	8,847	13,906	4,163	130%	70,393
<b>Total Operating Revenues</b>	<b>3,057,088</b>	<b>2,862,863</b>	<b>3,092,490</b>	<b>-35,402</b>	<b>99%</b>	<b>8,830,219</b>
<b><u>Operating Expenses</u></b>						
Personnel Services	692,262	656,694	771,773	-79,511	90%	2,994,266
Materials and Services	1,822,898	1,639,433	1,654,645	168,253	110%	4,483,128
<b>Total Operating Expenses</b>	<b>2,515,160</b>	<b>2,296,128</b>	<b>2,426,418</b>	<b>88,742</b>	<b>104%</b>	<b>7,477,394</b>
<b>Income from Operations</b>	<b>541,928</b>	<b>566,736</b>	<b>666,072</b>	<b>-124,144</b>	<b>81%</b>	<b>1,352,825</b>
<b><u>Non-Operating Revenues</u></b>						
Property Tax Revenues-Genl Fund	16,974	20,949	15,204	1,770	112%	954,000
Timber Tax Revenues	0	0	0	0	0%	0
Other County Revenues	7,655	55	7,726	-71	99%	39,500
Grants*	75,735	139,305	75,735	0	100%	21,764
Interest Income	10,293	2,507	3,495	6,798	295%	9,780
<b>Total Non-Operating Revenues</b>	<b>110,658</b>	<b>162,815</b>	<b>102,160</b>	<b>8,498</b>	<b>108%</b>	<b>1,025,044</b>
<b><u>Total Non-Operating Expenses</u></b>						
Capital Outlay*	330,884	347,656	330,884	0	100%	113,581
Interest Expense	62,315	915	62,273	42	100%	447,114
Principal Expense	154,568	5,840	189,967	-35,399	81%	1,208,513
<b>Total Non-Operating Expenses</b>	<b>547,768</b>	<b>354,411</b>	<b>583,124</b>	<b>-35,357</b>	<b>94%</b>	<b>1,769,208</b>
<b>Net Income (Loss)</b>	<b>104,818</b>	<b>375,140</b>	<b>185,108</b>	<b>-80,289</b>		<b>608,662</b>

\*Financials are presented as estimates during the period that Finance Manager is on leave. Updated financials for August and September will be presented in December.

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



**Port of Astoria**  
**Balance Sheet**  
ESTIMATED as of September 2023

September 30, 2023

**ASSETS**

**Current Assets**

**Cash & Cash Equivalents**

<b>Cash Funds</b>	2,150
Operating Account #1442	684,053
Payroll Account #5344	11,581
Bornstein MMA #0004	0
Money Market #1259	264,765
Restricted AOC4 MMA #0760	250,857

<b>Total Clatsop Community Bank</b>	1,211,256
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<b>Total Cash &amp; Cash Equivalents</b>	1,213,406
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<b>Accounts Receivable</b>	903,391
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<b>Other Current Assets</b>	3,035,649
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<b>Total Current Assets</b>	5,152,445
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<b>Fixed Assets</b>	35,346,412
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**Other Assets**

Long-term Receivables	16,352,226
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<b>TOTAL ASSETS</b>	<b>56,851,083</b>
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**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Accounts Payable	768,461
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Other Current Liabilities	14,634,017
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<b>Total Current Liabilities</b>	15,402,478
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**Long Term Liabilities**

Accrued Vacation Payable	156,798
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Accrued Sick Leave	167,614
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Notes Payable	13,007,848
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Net Pension Liability	1,337,577
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OPEB Liability	738,399
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Lease Liability	132,494
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Pollution Remediation AOC 4 Liability	2,564,338
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Less Current Portion LT Debt	-1,342,522
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<b>Total Long Term Liabilities</b>	16,762,546
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<b>Total Liabilities</b>	32,165,024
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**Equity**

Retained Earnings	24,581,241
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Net Income	104,818
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<b>Total Equity</b>	24,686,059
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>56,851,083</b>
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Capital Projects  
September 2023 ESTIMATES  
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL PROJECTS & GRANTS			CAPITAL PROJECTS & GRANTS			REMAINDER & PRIORITY	
			As Budgeted			Actual Spending To-Date			Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Rem
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 9/30/2023	Grants Received through 9/30/2023	Expenses through 9/30/2023 NET OF GRANTS		
WFW	21	P2 West Preconstruction	1,500,000	1,325,000	175,000	3,400	-	3,400	171,600	1
Airport	03	Airport Master Plan	88,885	82,470	6,415	33,124	21,764	11,360	(4,945)	2
WFW	17	Slip 1 Sampling and Analysis Plan	50,000	-	50,000	50,022	-	50,022	(22)	2
Administration	01	2023-24 IT Upgrades	30,000	-	30,000	-	-	-	30,000	3
Airport	04	Backfill and Site Prep Behind Overbay	60,000	-	60,000	-	-	-	60,000	3
WFW	20	Dredge Repairs - repair dredge pipe/replace cutter head	25,000	-	25,000	5,606	-	5,606	19,394	3
WFW	18	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	195,049	-	195,049	-	-	-	195,049	3
WFW	27		122,800	92,100	30,700	77,426	53,971	23,455	7,245	3
WFW - Boatyard	15	Boatyard Master Plan	87,500	76,000	11,500	15,921	-	15,921	(4,421)	3
Airport	07	Hangar Maintenance	25,000	-	25,000	-	-	-	25,000	4
Airport	13	Vegetation Management	30,000	-	30,000	17,300	-	17,300	12,700	4
WFW	16	2023-24 Security Upgrades: Security cameras, Marina security fencing	75,000	56,250	18,750	-	-	-	18,750	4
WFW	26	Link Belt Crane - load cells and wind meter	15,000	-	15,000	9,570	-	9,570	5,430	4
WFW	23	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	-	-	-	50,000	4
Airport	08	Industrial Park	300,000	250,000	50,000	-	-	-	50,000	5
Airport	09	Terminal Building Upgrades	75,000	-	75,000	31,449	-	31,449	43,551	5
Airport	11	Tide Gate Feasibility Study	49,800	49,800	-	-	-	-	-	5
WFE - Marinas	06	West Basin T-Dock Power	60,000	51,000	9,000	51,854	-	51,854	(42,854)	5
WFW	12	413 Gateway Building - Replace Siding/Flooring	55,000	-	55,000	-	-	-	55,000	5
WFW	19	Fire Suppression/System Upgrades - Pier 2	20,000	-	20,000	2,104	-	2,104	17,896	5
WFW	22	Pier 1 Building - New HVAC Outdoor Units (3)	25,000	-	25,000	-	-	-	25,000	5
WFW	24	Repave Gateway Avenue / Restripe	110,000	82,500	27,500	-	-	-	27,500	5
WFW - Boatyard	30	Boatyard Upgrades	150,000	-	150,000	5,609	-	5,609	144,391	5
WFW	10	422 Gateway Building - Remodel/Upgrades	100,000	-	100,000	-	-	-	100,000	6
WFE - Marinas	02	Dumpster Enclosure	10,000	-	10,000	-	-	-	10,000	7
WFW	25	Waterfront Master Plan - Wayfinding Signage	15,000	-	15,000	-	-	-	15,000	7
Airport	05	Backfill and Site Prep Behind Recology	100,000	-	100,000	350	-	350	99,650	8
WFW - Cruise	14	Gangway Landing Tower	65,000	-	65,000	-	-	-	65,000	10
		Misc	-	-	-	27,150	-	27,150	(27,150)	
<b>TOTALS</b>			<b>3,489,034</b>	<b>2,065,120</b>	<b>1,423,914</b>	<b>330,884</b>	<b>75,735</b>	<b>255,149</b>	<b>1,168,765</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	09/08/2023	82804	A Coastal Lock & Key, LLC		45.00
Bill Pmt -Check	09/08/2023	82805	Ag-Bag Forage Solutions		2,156.77
Bill Pmt -Check	09/08/2023	82806	Airside Solutions, Inc.		2,175.25
Bill Pmt -Check	09/08/2023	82807	ALS Environmental		48,022.00
Bill Pmt -Check	09/08/2023	82808	America's Phone Guys		395.89
Bill Pmt -Check	09/08/2023	82809	Anchor Graphics		90.00
Bill Pmt -Check	09/08/2023	82810	AT&T	Acct # 019 295 1870 001	24.17
Bill Pmt -Check	09/08/2023	82811	B.I.G. Enterprises, Inc.		16,961.00
Bill Pmt -Check	09/08/2023	82812	C-TechSolutions LLC		1,035.00
Bill Pmt -Check	09/08/2023	82813	Carl Paronen (Retiree)		4,337.28
Bill Pmt -Check	09/08/2023	82814	CenturyLink	Acct # 497163267	101.90
Bill Pmt -Check	09/08/2023	82815	Charter Business - 0229	Acct # 176526401 08/22/23	954.71
Bill Pmt -Check	09/08/2023	82816	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	09/08/2023	82817	Cintas Corporation	10829	135.04
Bill Pmt -Check	09/08/2023	82818	City Lumber	Cust # 7259	197.41
Bill Pmt -Check	09/08/2023	82819	City of Astoria - Finance		1,500.00
Bill Pmt -Check	09/08/2023	82820	City of Astoria - utilities		136,591.02
Bill Pmt -Check	09/08/2023	82821	CityServiceValcon		120,824.18
Bill Pmt -Check	09/08/2023	82822	Clatsop County Lawn & Tractor	544212	513.95
Bill Pmt -Check	09/08/2023	82823	Core & Main	267535	2,450.00
Bill Pmt -Check	09/08/2023	82824	Del's OK Point S Tire	POR101	1,564.00
Bill Pmt -Check	09/08/2023	82825	Earthworx Excavation, LLC	Inv#1323	1,925.00
Bill Pmt -Check	09/08/2023	82826	Eaton Corporation	422333	1,937.75
Bill Pmt -Check	09/08/2023	82827	Hauer's Lawn Care & Equip	W/O#3302	104.90
Bill Pmt -Check	09/08/2023	82828	iFocus Consulting, Inc.		5,651.00
Bill Pmt -Check	09/08/2023	82829	J P Plumbing Company, Inc.	Cust ID: AS75	973.50
Bill Pmt -Check	09/08/2023	82830	Jackson and Son Oil		118,326.23
Bill Pmt -Check	09/08/2023	82831	Kate Fleischmann (A/P)		16.19
Bill Pmt -Check	09/08/2023	82832	Lawson Products	Cust # 10075026	217.14
Bill Pmt -Check	09/08/2023	82833	North Coast Civil Design LLC		5,840.00
Bill Pmt -Check	09/08/2023	82834	North Coast Truck Parts	W/O#3311	74.00
Bill Pmt -Check	09/08/2023	82835	Northwest Hydro, Inc.		26,000.00
Bill Pmt -Check	09/08/2023	82836	Northwest Local Government Legal Advi...	August 2023	1,650.00
Bill Pmt -Check	09/08/2023	82837	NW Natural	Acct #2737126-9	133.01
Bill Pmt -Check	09/08/2023	82838	Oregon Airport Management Assn	Registration - Matt McGrath	195.00
Bill Pmt -Check	09/08/2023	82839	Oregon DMV	Acct # 60577	6.15
Bill Pmt -Check	09/08/2023	82840	P & L Johnson Mechanical, Inc.		165.00
Bill Pmt -Check	09/08/2023	82841	Pacific Power		9,231.19
Bill Pmt -Check	09/08/2023	82842	PacificSource Administrators	Employer ID: P00431	2,741.81
Bill Pmt -Check	09/08/2023	82843	Peterson / CAT		55,000.00
Bill Pmt -Check	09/08/2023	82844	PetroCard, Inc.	01-0004280	1,352.93
Bill Pmt -Check	09/08/2023	82845	Platt Electric Supply (Rexel)	Acct #135946	101.07
Bill Pmt -Check	09/08/2023	82846	Quadiant (postage)	X3391	212.97
Bill Pmt -Check	09/08/2023	82847	Recology Western Oregon		6,557.00
Bill Pmt -Check	09/08/2023	82848	Recology Western Oregon (LA)	A1080000232	43.54
Bill Pmt -Check	09/08/2023	82849	S. Bruce Conner	September 2023	2,100.00
Bill Pmt -Check	09/08/2023	82850	Shane Jensen - Grant Writer	Grant Writing - August 2023	9,611.25
Bill Pmt -Check	09/08/2023	82851	Shenwin-Williams	4251-5877-1	631.69
Bill Pmt -Check	09/08/2023	82852	Shred-It	Cust # 16971101	60.00
Bill Pmt -Check	09/08/2023	82853	Special Districts Health Premiums		98,994.05
Bill Pmt -Check	09/08/2023	82854	Stacy Bandy (A/P)		399.23
Bill Pmt -Check	09/08/2023	82855	Standard Insurance Co.	QuickBooks generated zero amount transaction for bi...	
Bill Pmt -Check	09/08/2023	82855	Staples Advantage		140.18
Bill Pmt -Check	09/08/2023	82856	STAR RENTALS	W/O#3387	164.18
Bill Pmt -Check	09/08/2023	82857	Sunset Auto Parts - NEW	Cust # 76004	163.47
Bill Pmt -Check	09/08/2023	82858	The North Coast Oregonian	September 2023	40.00
Bill Pmt -Check	09/08/2023	82859	Verizon Wireless #7705-1	270297705-00001	497.29
Bill Pmt -Check	09/08/2023	82860	Walter E. Nelson Co.	Cust # 1629	1,927.66
Bill Pmt -Check	09/08/2023	82861	Wells Electrical Contracting, Inc.		10,800.89
Bill Pmt -Check	09/08/2023	82862	Winning Solutions, Inc.		400.00
Total 102-02 - CCB Operating #1442					704,499.83
Total 102-00 - Cash					704,499.83
<b>TOTAL</b>					<b>704,499.83</b>

9-8-23 OK  
JTB

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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	09/22/2023	82865	A & A Pest Control	105650	545.00
Bill Pmt -Check	09/22/2023	82866	A Coastal Lock & Key, LLC		9.00
Bill Pmt -Check	09/22/2023	82867	Aviation Laboratories	AS450	1,405.00
Bill Pmt -Check	09/22/2023	82868	Bergerson Construction, Inc	Project # 23101 - POA PIER 2 CMGC	1,580.00
Bill Pmt -Check	09/22/2023	82869	Bio-Med Testing Services, Inc.	POASTORI	78.00
Bill Pmt -Check	09/22/2023	82870	Bogh Electric		582.00
Bill Pmt -Check	09/22/2023	82871	Campbell Environmental		1,900.00
Bill Pmt -Check	09/22/2023	82872	Card Service Center		5,813.76
Bill Pmt -Check	09/22/2023	82873	Cartomation, Inc.	Invoice #67	500.00
Bill Pmt -Check	09/22/2023	82874	Charter Business - 0229	Acct # 176526401	1,836.36
Bill Pmt -Check	09/22/2023	82875	Charter Business - 5587	Acct # 176561001	39.99
Bill Pmt -Check	09/22/2023	82876	Charter Business - 5595		379.94
Bill Pmt -Check	09/22/2023	82877	CHS Inc/Cenex	Cust # 195072	412.59
Bill Pmt -Check	09/22/2023	82878	Cintas Corporation	10829	135.04
Bill Pmt -Check	09/22/2023	82879	City Lumber	Cust # 7259	56.66
Bill Pmt -Check	09/22/2023	82880	City of Warrenton		55,260.12
Bill Pmt -Check	09/22/2023	82881	CityServiceValcon	Cust # 0017404	950.00
Bill Pmt -Check	09/22/2023	82882	Clatsop County Lawn & Tractor	544212	163.38
Bill Pmt -Check	09/22/2023	82883	Clean Water Technologies, LLC	August support	7,241.11
Bill Pmt -Check	09/22/2023	82884	COSTCO	1985	134.99
Bill Pmt -Check	09/22/2023	82885	Cranesmart Systems, Inc.		9,570.00
Bill Pmt -Check	09/22/2023	82886	Department of Licensing		0.20
Bill Pmt -Check	09/22/2023	82887	DEQ	Project # 117915-00	4,716.04
Bill Pmt -Check	09/22/2023	82888	Englund Marine (Airport)		9.07
Bill Pmt -Check	09/22/2023	82889	Englund Marine (Boatyard)		89.18
Bill Pmt -Check	09/22/2023	82890	Englund Marine (Marina)		167.02
Bill Pmt -Check	09/22/2023	82891	Englund Marine (MX)		1,537.03
Bill Pmt -Check	09/22/2023	82892	Fastenal	ORAST0062	120.68
Bill Pmt -Check	09/22/2023	82893	Haglund Kelley LLP		4,155.00
Bill Pmt -Check	09/22/2023	82894	Harold Culver (Retiree)	K94770139 Sep 23	277.38
Bill Pmt -Check	09/22/2023	82895	Home Depot	6035 3225 3191 4798	987.73
Bill Pmt -Check	09/22/2023	82896	iFocus Consulting, Inc.		628.00
Bill Pmt -Check	09/22/2023	82897	J P Plumbing Company, Inc.	Cust ID: AS75	353.00
Bill Pmt -Check	09/22/2023	82898	Jackson and Son Oil		57,607.98
Bill Pmt -Check	09/22/2023	82899	Jim Varner's Automotive		311.70
Bill Pmt -Check	09/22/2023	82900	Landside Resources, Inc.	August 2023	1,225.00
Bill Pmt -Check	09/22/2023	82901	Lawson Products	Cust # 10075026	218.51
Bill Pmt -Check	09/22/2023	82902	M&N WORKWEAR		701.73
Bill Pmt -Check	09/22/2023	82903	Maul Foster & Alongi, Inc.		13,437.50
Bill Pmt -Check	09/22/2023	82904	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	4,382.48
Bill Pmt -Check	09/22/2023	82905	Meiner Detail		600.00
Bill Pmt -Check	09/22/2023	82906	Metro Overhead Door	Acct # 14678	704.00
Bill Pmt -Check	09/22/2023	82907	NW Natural		156.42
Bill Pmt -Check	09/22/2023	82908	P & L Johnson Mechanical, Inc.		2,564.67
Bill Pmt -Check	09/22/2023	82909	Pacific Power	Acct #09996911-022 2 T-DOCK Power Advanc Paym...	29,898.00
Bill Pmt -Check	09/22/2023	82910	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	09/22/2023	82911	PetroCard, Inc.	01-0004280	1,166.09
Bill Pmt -Check	09/22/2023	82912	Pro-Fresh LLC		1,944.60
Bill Pmt -Check	09/22/2023	82913	Recology Western Oregon (LA)	A1080000232	2,114.61
Bill Pmt -Check	09/22/2023	82914	Solutions YES, LLC	Acct # PO03	170.41
Bill Pmt -Check	09/22/2023	82915	Special Touch Janitorial, Inc.	September 2023	4,706.25
Bill Pmt -Check	09/22/2023	82916	Sweet Septic and Portable Service	August 2023	390.00
Bill Pmt -Check	09/22/2023	82917	VenTek International		582.26
Bill Pmt -Check	09/22/2023	82918	Walter E. Nelson Co.	Cust # 1629	1,189.42
Bill Pmt -Check	09/22/2023	82919	Warrenton Fiber Company	Cust # Por Ast	635.88
Bill Pmt -Check	09/22/2023	82920	Wells Electrical Contracting, Inc.		8,165.30
Bill Pmt -Check	09/22/2023	82921	Will Isom (A/P)	Reimb for mileage driven	54.34
Bill Pmt -Check	09/22/2023	82922	Winning Solutions, Inc.		300.00

Total 102-02 - CCB Operating #1442

235,137.80

Total 102-00 - Cash

235,137.80

**TOTAL**

**235,137.80**

*OK*  
*Wio*  
*9-22-2023*  
*[Signature]*  
*22 Sept 23*

# November 2023

November 2023							December 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	3	4	5	6	7	1	2
12	13	14	8	9	10	11	10	11	12	13	14	8	9
19	20	21	15	16	17	18	17	18	19	20	21	22	23
26	27	28	22	23	24	25	24	25	26	27	28	29	30
			29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1 7PM Gearhart City Council Mtg	2	3	4
5	6 6PM Astoria City Council Mtg	7 4PM Regular Session 6PM CB City Council Mtg	8 5PM Clatsop Cnty Commission	9 10AM Col-Pac EDD Mtg 10AM NWOEA Mtg 1PM NW ACT Clatsop Comm College	10 Veteran's Day (Observed) (Port office closed)	11
12	13 6PM Seaside City Council Mtg	14 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	15	16	17	18
19	20 6PM Astoria City Council Mtg	21 4PM Regular Workshop Session	22	23 Thanksgiving Holiday (Port office closed)	24	25
26	27 6PM Seaside City Council Mtg	28 330PM CEDR Board Mtg 6PM Warrenton City Council Mtg 7:45AM AWACC Breakfast Mtg	29	30	Dec 1	2

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## COMMERCIAL LEASE AGREEMENT

Date: **December 1st, 2023**

Between: **Port of Astoria (“Port”)**  
422 Gateway Avenue, Suite 100  
Astoria, Oregon 97103  
Ph: 503-741-3300  
Email: admin@portofastoria.com

And: **Northwest Forest Link (“NFL”)**  
Suite 100, 950 12th Avenue, Longview, WA 98632  
Ph: 360-353-5132  
Email: rliebe@nwforestlink.com

### 1. PREMISES.

1.1 Leased Area. Port leases to Tenant and Tenant leases from Port the following described property (“Premises”) according to the terms and conditions stated herein (“Lease”).

Pier 1  
Astoria, OR 97103  
(Approximately 3.88 acres on Pier 1 – Enclosed Fenced Area by Pier 1 West)  
[Map is attached as Exhibit A.]

### 2. TERM.

2.1 Original Term. The original term (“Original Term”) of this Lease shall be twenty-four (24) months, commencing on December 1<sup>st</sup>, 2023 (“Commencement Date”) and ending on November 30<sup>th</sup>, 2025. Tenant’s obligations under this Lease shall commence on the Commencement Date.

2.2 Option to Renew. At least ninety (90) days before the end of the Original Term, the parties shall confer to determine whether to renew the Lease according to its current or amended terms. If both parties agree by written amendment to renew the Lease in its original form or as amended, Tenant shall have two (2) options to renew for an additional term (“Option Term”) of twenty-four (24) months each, upon the agreed-upon terms, covenants, and conditions. For purposes of this paragraph, the terms of this Agreement that may be amended shall be limited to those relating to operational or environmental issues. Key provisions of the Agreement, including but not limited to terms in Sections 1 through 7 regarding rent, occupancy, or duration of the Agreement, shall not be subject to renegotiation.

- A. If the parties do not agree to renew the Lease by the end of the Original Term, the Lease Agreement shall terminate.
- B. If the parties agree to renew the Lease before the expiration of the Original Term, the first Option Term shall commence on the expiration of the immediately preceding term. The second Option Term shall commence on the expiration of the first Option Term unless Tenant provides written

notice of termination to the Port no later than one hundred eighty (180) days prior to the expiration of the first Option Term.

- C. Tenant shall not be entitled to renew this Lease if Tenant is in default of the performance of its obligations hereunder at the date of notice of renewal is due or at the date the renewal term is to commence.

**3. POSSESSION.** Tenant's right to possession shall commence on the Commencement Date.

**4. CONDITIONS FOR OCCUPANCY.** Tenant's occupation of the Premises is conditioned upon the following:

4.1 Zoning. Occupancy is permitted under local zoning ordinances.

4.2 Capital Improvements. Tenant shall make Port-approved capital improvements necessary for the preparation and commencement of its operations, including but not limited to rocking and paving on Pier 1 and making roadway improvements approved in advance by the Port. Except as otherwise agreed to in writing between Tenant and the Port, the cost for any capital improvements required or undertaken under this paragraph shall be borne by the Tenant.

**5. RENT.** During the Term of the Lease, Tenant shall pay to Port the following Rent:

5.1 Base Rent. Initial Base Rent shall be \$0.085/SQ FT (169,026 SQ FT) per month. Total sum of **\$14,367.21** per month.

5.2 Additional Rent. In addition to the Base Rent, Tenant shall pay as Additional Rent all taxes (including property taxes), insurance costs, utility charges, tariffs, Port fees, and any other sum that Tenant is required to pay to Port or to third parties under this Lease.

5.3 Escalation. The Base Rent shall be increased on the yearly anniversary of the Commencement Date by a percentage equal to the Percent Annual Increase in the Consumer Price Index ("CPI") published by the United States Bureau of Labor Statistics of the United States Department of Labor "Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted," or the nearest comparable data if such index is no longer published. CPI calculation will be based on the most recent 12-month percent change published on the anniversary date of lease commencement. In no event shall the Base Rent be reduced below that of the prior year.

**6. PAYMENT TERMS.**

6.1 First and Last Month's Rent. First and last month's Base Rent shall be payable in advance prior to occupancy.

6.2 Due Date. Rent shall be payable in advance on the first (1<sup>st</sup>) day of each month at the Port address on page one (1) of this Lease. Additional Rent shall be paid in the manner specified on the invoice for the charges.

6.3 Forms of Payment. Acceptable forms of payment are:

Check  
Money Order  
ACH

- 6.4 Late Charges. Any Rent or other payment to the Port required of Tenant under this Lease, including but not limited to Additional Rent, if not paid within ten (10) days after it becomes due, shall bear compound interest at the rate of nine percent (9%) per annum, compounded annually (but in no event exceeding the maximum rate of interest permitted by law), from the due date until paid. In addition to interest, the Port may charge and collect as a penalty a late charge equal to five percent (5%) of the amount of the late payment.
- 6.5 Other Remedies. In addition to any Late Charges, the Port shall have all other remedies available at law for Tenant's default. Collection of a Late Charge shall not be in lieu of nor be deemed a waiver of the breach caused by the late payment.
- 6.6 Collections: Per ORS 697.105, if Tenant has an overdue balance, it may be assigned to a private collection agency for collection after thirty (30) days' written notice to Tenant of the intended assignment. A collection fee will be added to the Tenant's overdue balance if assigned to a private collection agency per the following schedule:
- Balance of \$0 - \$50,000.00 = 50% collection fee  
Balance of \$50,001.00 - \$75,000.00 = 40% collection fee  
Balance of \$75,001.00 - \$100,000.00 or over = 35% collection fee

## **7. SECURITY DEPOSIT.**

- 7.1 Amount. In addition to payment of First and Last Month's Rent under paragraph 6.1, Tenant shall deposit with Port the sum of **\$21,550.81** (1.5 x Base Rent) as security for Tenant's faithful performance and observance of the terms, provisions, and conditions of this Lease ("Security Deposit"). Port shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit.
- 7.2 Deductions Upon Default. If Tenant defaults on any of the terms, provisions, or conditions of this Lease, including without limitation the payment of Base Rent and Additional Rent when due, Port may use, apply, or retain any part of the Security Deposit required for the payment of costs incurred by Port by reason of Tenant's default, including but not limited to costs to remedy any damages or deficiencies required to be remedied for Port to reenter or relet the Premises.
- 7.3 Deposit Reimbursement. If Port is required to deduct any portion of the Security Deposit in accordance with the provisions of this Lease, upon demand Tenant will immediately reimburse Port for the amount of the Security Deposit so deducted to fully restore the Security Deposit required under paragraph 7.1 of this Lease.
- 7.4 Return of Deposit. Except as provided in paragraph 7.2 of this Lease, upon Tenant's full and faithful compliance with all of the terms, provisions, covenants, and conditions of this Lease, including but not limited to delivery of possession of the Premises to Port as provided herein, the Security Deposit, less any deductions due to Port in accordance with this Lease, shall be returned to Tenant within thirty (30) days of the effective date of termination.
- 7.5 Attempted Assignment Void. Tenant shall not assign or encumber, or attempt to assign or encumber, the Security Deposit, and neither Port nor its successors or assigns shall be bound



by any such assignment, encumbrance, or attempted assignment or encumbrance. Any such assignment shall be void.

## **8. USE OF THE PREMISES.**

- 8.1 Permitted Uses. The Premises shall be used for storage, handling, shipping, and maintenance of logs and equipment (“Permitted Uses”) and for no other purpose without the consent of Port, which consent shall not be unreasonably withheld. If the Permitted Uses are or becomes prohibited by law or governmental regulation, or the Conditions for Occupancy cease to apply pursuant to Section 4 of this Lease, this Lease shall terminate on thirty (30) days’ written notice to Tenant.
- 8.2 Parking. Tenant shall be provided five (5) parking permits for non-exclusive parking adjacent to the Pier 1 Building. In addition, Tenant, its customers, agents, and invitees shall have the non-exclusive right to use common parking areas on Port properties. Additional parking permits adjacent to the Pier 1 Building may be purchased from the Port.
- 8.3 Terms of Use. In connection with the Permitted Uses, Tenant shall comply with the following:
- A. Tenant may load and unload cargo on the west side of Pier 1 as long as adequate water depth is maintained. If, through no fault of the Port, or if dredging cannot be accomplished to maintain adequate water depth due to unavailability, regulatory restrictions, or other determination by the Port that dredging is not feasible, the Port may direct Tenant to the face of Pier 1 as an alternative for loading and unloading cargo, or may require the Tenant to temporarily cease operations until an adequate location can be determined. If, in the Port’s sole determination, no adequate location is available for loading and unloading Tenant’s cargo, Port shall so notify Tenant in writing. Upon receipt of such notice, Tenant’s sole remedy shall be to terminate the Lease as provided in section 19.1.B, and all other terms herein for early termination shall apply.
  - B. At Tenant’s sole cost and expense, Tenant shall comply with all applicable laws, rules, and regulations of Port and any other public authority, including but not limited to complying with all applicable permitting and licensing requirements and all directives and orders issued by any regulatory agency. Unless expressly stated otherwise in this Lease or prohibited by law, penalties for violations of Port rules and regulations shall be in addition to, and not exclusive of, Port’s remedies under this Lease.
  - C. Tenant shall maintain the Premises in a clean and orderly state consistent with Tenant Best Management Practices, which are attached hereto as Exhibit D and incorporated herein by this reference.
  - D. Tenant shall refrain from any activity that would make it impossible for Port to insure the Premises against casualty; increase the insurance rate to the Port; or prevent Port from taking advantage of any ruling of the Oregon Insurance Rating Bureau or successor that enables Port to obtain reduced premium rates for fire and/or casualty insurance policies, unless Tenant pays the additional cost of the insurance as Additional Rent.
  - E. Tenant shall refrain from any use that would be reasonably offensive to the public or to occupants or users of neighboring premises, or that does or may create a nuisance or damage the structural value or commercial reputation of the Premises. Such uses may include, but are not limited to, causing or permitting the presence or accumulation of

garbage, refuse, or other debris that may attract pests or vermin and/or emit a foul odor; obstructing Common Areas, public walkways, parking areas, or any other area outside the Premises; or creating or allowing the presence of any condition that creates a hazard to the health or safety of any person. Permitted Uses shall not be deemed reasonably offensive to the public or to occupants or users of neighboring premises or to create a nuisance or damage the structural value or commercial reputation of the Premises provided Tenant complies with the Best Management Practices attached hereto as Exhibit D and incorporated herein by this reference.

- F. Tenant shall refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Port.
- G. Tenant shall refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the Premises without the written consent of Port.
- H. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in paragraph 8.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. As used in this paragraph, "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. "Hazardous Substance" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

## **9. COMMON AREAS; CHARGES.**

- 9.1 Definition. "Common Areas" shall mean any parking areas, roadways, sidewalks, landscaped areas, security areas, piers, docks, and any other areas owned by Port and located within or without the Premises, where such areas have been or may be designated by Port for use by the general public or for tenants' common use.
- 9.2 Tenant's Use. Tenant, its customers, agents, and invitees shall have the non-exclusive right to use Common Areas. Specifically but not exclusively, Tenant understands and agrees that the 24,912 sq ft of Pier 1 West as depicted in Exhibit A is a Common Area which the Port may schedule for use by additional vessels. Tenant and Port agree to work collaboratively to schedule these vessels to minimize impacts to operations.
- 9.3 Port's Rights. With respect to Common Areas, Port reserves the following rights:
  - A. To establish reasonable rules and regulations for use;

- B. After providing sixty (60) days' written notice to Tenant, to close all or any portion temporarily or permanently as needed to achieve Port's business or operational objectives;
- C. To construct, alter, or remove buildings or other improvements, and to change the layout, including modifying their shape and size;
- D. To exercise any of Port's governmental powers therein.

9.4 Common Area Expenses. Costs and expenses incurred by the Port for the repair and maintenance of the Common Areas and the facilities therein ("Common Area Expenses") are apportioned among all Port tenants. Common Area Expenses shall include a reasonable allocation of overhead costs for the Port to manage such Common Areas but shall not include costs for capital improvements; repairs, maintenance, and replacements paid for by insurance proceeds or third parties; or costs incurred to remove or remediate any Hazardous Materials existing in, on, or under the Property as of the Commencement Date.

Tenant's annual proportionate share of Common Area Expenses shall be calculated by multiplying the total Common Area Expenses for each year during the lease term by the Tenant's Percentage as defined below:

"Tenant's Percentage" shall mean the percentage, the numerator of which is the number of square feet of the Premises and the denominator of which is the total number of square feet of land owned by the Port and rented to or made available for rent by tenants within the Pier 1 area.  
[See Exhibit C.]

Payment of the Tenant's Percentage of Common Area Expenses shall be due and payable within thirty (30) days of billing. Upon written request from Tenant, Port shall supply reasonable and appropriate supporting documentation for the invoiced Common Area Expenses, but such request shall not act to extend the due date for such payment.

## **10. REPAIRS AND MAINTENANCE.**

10.1 Port's Obligations. The following shall be the responsibility of Port:

- A. Perform routine repairs and maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Port or tenants.
- B. Perform routine repairs and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the Premises.
- C. Respond within a reasonable time to Tenant's written notification to Port of the need for repairs or maintenance under this paragraph.
- D. The management, treatment, storage, handling of, or any compliance issues associated with storm water generated by or resulting from operations of Port or its current or past tenants, agents, invitees, or contractors, or any sediments located within the storm

water system that were caused by or the result of operations of Port or its current or past tenants, agents, invitees, or contractors, either before or after the Commencement Date.

10.2 Tenant's Obligations. The following shall be the responsibility of Tenant and shall be at Tenant's sole expense:

- A. Perform repairs to any area necessitated by the deliberate acts or negligence of Tenant, its agents, employees, or invitees.
- B. Provide written notice to Port of the need for repairs or maintenance pursuant to this Section. Port's obligation to make such repairs shall not mature until a reasonable time after Port has received such written notice.
- C. Perform all other repairs or alterations necessitated by or arising out of Tenant's use of the Premises, including but not limited to obligations to comply with laws and regulations.
- D. Correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.
- E. Tenant shall only be responsible for management of storm water generated by or resulting from its operations on the Premises (including Tenant's construction or installation of improvements or equipment) commencing from Tenant's possession of the Premises (by moving logs onto the Premises, by commencing construction or installation of its improvements or equipment on the Premises, or otherwise) through the Lease term.

10.3 Reimbursement of Costs. If Tenant fails or refuses to perform its obligations under this Section 10, the Port may, but is not obligated to, complete the maintenance and repairs and charge the actual costs thereof to Tenant as Additional Rent. Tenant shall reimburse Port for such expenditures upon demand, together with interest at the rate of nine percent (9%) per annum from the due date of any and all invoices for such work issued by the Port. Except in an emergency, which for purposes of this Section shall include any circumstance creating an immediate risk of personal injury, property damage, or violation of any applicable environmental regulation, rule, code, ordinance, or statute, Port shall provide Tenant with a minimum of five (5) days' written notice outlining with reasonable particularity the maintenance or repairs required. If Tenant fails within that time to initiate or perform to completion such maintenance or repairs, Port may commence work as provided in this paragraph.

10.4 Inspection of Premises. Port shall have the right to inspect the Premises at any reasonable time or times pursuant to paragraph 22.6. However, such inspection shall not be deemed to waive Tenant's obligation to provide notice as provided in paragraph 10.2(B).

10.5 Interference with Tenant. In performing its inspections or obligations under this Section, Port shall not cause unreasonable interference with Tenant's use of the Premises. Tenant shall have no right to an abatement of rent nor any claim against Port for any reasonable or

necessary inconvenience or disturbance resulting from Port's performance of its obligations under this Section.

## 11. ALTERATIONS.

- 11.1 Consent. Tenant shall make no improvements or alterations of any kind on the Premises without first obtaining the Port's Tenant Improvement Permit. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.
- 11.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by the Port shall be the property of Port when installed. All improvements and alterations performed on the Premises by the Tenant shall be the property of Tenant when installed and shall become the property of Port upon expiration or termination of the Lease; or, at Port's option, be required to be removed by Tenant at Tenant's expense and the Premises restored to their original or better condition.

## 12. INSURANCE.

- 12.1 Insurance Required of Tenant. Before taking possession of the Premises, Tenant shall procure and thereafter during the term of the Lease continue to carry the following insurance coverage at Tenant's expense:
- A. Worker's Compensation Insurance coverage as required by law.
  - B. Comprehensive general liability insurance with an insurance company licensed to do business in Oregon having a Financial Strength Rating (FSR) of not less than 'A' and a Financial Size Category (FSC) of not less than 'X' according to Best's Insurance Guide, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with a \$1,000,000 umbrella or a policy with \$3,000,000 per occurrence limits. The Port allows for Tenant to complete the "Insurance Requirements Questionnaire" to apply for lower insurance limits based on Tenant's business operations. Upon receipt of a completed form, the Port will notify Tenant in writing if they qualify for a lower insurance requirement. The Port reserves the right to request an updated "Insurance Requirements Questionnaire" in the event that the Tenant's business operations change. If Tenant does not complete and submit the "Insurance Requirements Questionnaire" the aforementioned insurance coverage limits will be required.
    - i. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities under the Lease.
- 12.2 Certificates. Prior to occupancy, Tenant shall provide to Port certificates evidencing the policies required in paragraph 12.1, and thereafter on Port's request. Such certificates shall name Port as an additional insured and require that written notice be given to Port a minimum of ten (10) days prior to any change or cancellation of the policy.
- 12.3 Modifications. Port reserves the right to unilaterally modify insurance requirements under this Lease, including adding new policies or requiring higher limits of coverage to the extent reasonable, and require Tenant's compliance within sixty (60) days of

providing a written notice to Tenant. Port shall not adjust any specific policy or coverage requirement more frequently than once every calendar year without good cause.

- 12.4 Additional Security. In addition to the insurance requirements in this Section, the Port may, for good cause, require Tenant to post a bond or other form of security to protect Port assets or otherwise ensure repair of excessive damage specifically attributable to Tenant's use of the Premises, including but not limited to damage to parking lots, driveways, and roads caused or substantially increased by operation of vehicles or equipment.
- 12.5 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any insured loss or damage, and neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policies in question obtained by both parties expressly permit waiver of subrogation or if the insurance companies for both parties agree in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

### **13. TAXES AND UTILITIES.**

- 13.1 Property Taxes and Assessments. As a public entity, Port does not pay property taxes, but Tenant may be assessed directly by the County for property taxes specific to the Premises. Tenant shall pay as due all real property taxes and special assessments assessed against the Premises and all taxes on its personal property located on the Premises. As used herein, "real property taxes" includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Port or Tenant. Tenant will provide Port with proof of payment of real property taxes before such payments become past-due.
- 13.2 Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including but not limited to charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, internet and janitorial services. If any utility services are provided by or through Port, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered, Port shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand. Utility rates are subject to change. Port will provide thirty (30) days' notice to Tenant of these changes.

### **14. DAMAGE AND DESTRUCTION**

- 14.1 Partial Damage. If the Premises are partly damaged and Section 10.2 does not apply, Port shall repair the Premises at Port's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays beyond the control of Port, such as but not limited to labor strikes and extreme weather events.
- 14.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the structure before the damage and Section 10.2 does not apply, either party may elect to immediately terminate the Lease by providing written notice to the other not more than forty-five (45) days following the date of damage. All rights and obligations of the parties shall terminate as of the date of the notice, and Tenant shall be entitled to the reimbursement of any prepaid amounts for the remainder of the Lease term. If

neither party terminates as provided in this paragraph, Port shall proceed as soon as reasonably possible to restore the Premises to substantially the same condition as prior to the damage or destruction, without interruption except for work stoppages beyond the Port's reasonable control, such as but not limited to labor strikes and extreme weather events.

14.3 Rent Abatement During Repairs. Rent shall be abated during the repair period to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage is the result of Tenant's deliberate or negligent acts.

14.4 Damage Late in Term. If damage or destruction to which Sections 14.1 or 14.2 would apply occurs within one-hundred eighty (180) days before the end of the then-current Lease term, notwithstanding any other provisions in this Lease Tenant may elect to terminate the Lease by providing written notice to Port within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Port under Section 19.1.

## **15. LIABILITY AND INDEMNITY.**

15.1 Liens. Except for activities for which Port is responsible under the Lease, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from any liens. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure discharge of the lien or file with the County Recorder cash or sufficient corporate surety bond or other surety to bond around the lien as provided under Oregon law.

15.2 Failure to Discharge Lien. If Tenant fails to pay any claims of lien or to discharge any lien upon demand by Port, Port may do so and collect the cost as Additional Rent, which amount shall bear interest at the rate of nine percent (9%) per annum from the date expended by Port. Such action by Port shall not constitute a waiver of any right or remedy which Port may have on account of Tenant's default.

15.3 Disputed Liens. Notwithstanding the parties' rights and obligations under paragraphs 18.1 and 18.2, Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, provided Tenant notifies Port in writing of the dispute and bonds around the lien as provided under Oregon law.

15.4 Indemnification. Except as otherwise agreed in this Lease, Tenant shall indemnify, defend, and hold Port harmless from all liability or expense arising in connection with any item of actual or alleged injury (including death) or damage to the extent caused by any act or omission of Tenant or its employees, agents, or contractors, except to the extent caused by the negligence or other wrongful act of Port; provided that, where such items of actual liability, damages, costs, or expenses arise from the concurrent negligence of Tenant and Port, Tenant's obligations of indemnity under this paragraph shall not be effective to the extent of Port's negligence or other fault. Tenant's obligations under this paragraph shall survive the expiration or earlier termination of this Lease. Except as otherwise agreed in this Lease, Port shall indemnify, defend, and hold Tenant harmless from all liability or expense arising in connection with any item of actual or alleged injury (including death) or damage to the extent caused by any act or omission of Port or its employees, agents, or contractors, except to the extent caused by the negligence or other wrongful act of Tenant; provided that, where such items of actual liability, damages, costs, or expenses arise from the concurrent negligence of Tenant and Port, Port's obligations of indemnity under this paragraph shall not

be effective to the extent of Tenant's negligence or other fault. Port's obligations under this paragraph shall survive the expiration or earlier termination of this Lease.

## 16. "AS-IS"; QUIET ENJOYMENT.

- 16.1 Condition of Premises. Except as specifically agreed to by the parties under this Lease, Tenant takes the Premises "AS IS," with all faults, whether known or unknown.
- 16.2 Port's Warranty. Port warrants that it is the owner of the Premises and has the right to lease them. Port warrants that the Tenant shall have the right to quiet enjoyment of the Premises for the purposes described in this Lease, subject to the terms and conditions stated herein.
- 16.3 Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

## 17. ASSIGNMENT AND SUBLETTING.

- 17.1 Port's Consent Required. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Port. Any attempted assignment shall be void. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall be deemed a waiver in a subsequent instance. Port may withhold or condition such consent in its sole and arbitrary discretion.
- 17.2 Release of Liability for Security Deposit Reimbursement. If Port sells or leases to a third party all or part of the land or structure in which the Premises are located, Port shall have the right to transfer Tenant's Security Deposit to the purchaser or lessee and Port shall thereupon be released by Tenant from all liability for the return of the Security Deposit, and Tenant agrees to look solely to such purchaser or lessee for the return of the Security Deposit.

## 18. DEFAULT.

- 18.1 By Tenant. The following shall be events of default by Tenant:
- A. Default in Rent. Failure of Tenant to pay Base Rent, Additional Rent, or other charge due under the Lease within ten (10) days of the applicable due date stated in paragraph 6.2 of this Lease. It is the responsibility of Tenant to ensure Port has on record accurate and current contact information, including any special instructions regarding where invoices for charges due under this Lease are to be sent. Tenant's failure to receive an invoice due to incorrect contact information will not relieve Tenant of liability for late fees, interest, or any other charges due under this Lease as a result of late payment.



- B. Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease other than the payment of Rent or other charges under paragraph 18.1(A), within twenty (20) days after the date of Port's written notice to Tenant specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- C. Insolvency. Insolvency of Tenant; assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Port that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.
- D. Abandonment. Failure of Tenant to occupy the Premises for one or more of the purposes permitted under this Lease for twenty (20) days or more, unless such failure is excused under another provision of this Lease.

18.2 By Port. The following shall be events of default by Port:

- A. Breach of Obligations. Failure to comply with any of Port's duties and obligations under this Lease within thirty (30) days of receipt of a written notice from Tenant describing with reasonable particularity the basis for the claimed default. If the claimed default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Port begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable.

## **19. REMEDIES ON DEFAULT.**

19.1 Termination.

- A. Default by Tenant. In the event of a default by Tenant, at its sole option the Port may terminate the Lease by providing thirty (30) days' written notice to Tenant. Whether or not the Lease is terminated under this paragraph, Port shall be entitled to recover damages from Tenant for the default, and Port may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help without liability for damages and without having accepted a surrender. In addition, Port shall be entitled to damages as provided in paragraph 19.2.

- B. Default by Port. In the event of a default by Port, Tenant may terminate the Lease by providing a minimum of thirty (30) days' written notice of termination to Port. On the effective date of such termination, Tenant's duties and obligations under the Lease, including payment of Rent and Additional Rent, shall be excused, provided Tenant has vacated the Premises and complied with all requirements for Surrender at Expiration as provided in Section 20 of this Lease. Tenant's damages for termination under this paragraph shall be limited to reimbursement of any costs paid in advance to Port, including pre-paid Rent for any unfinished term and Tenant's Security Deposit, less any deductions by Port pursuant to the terms of this Lease. Port shall not be liable to Tenant for any economic nor non-economic damages, including incidental or consequential damages, resulting from or attributable to Tenant's early termination of the Lease under this paragraph.
- 19.2 Port's Damages. In the event of termination or retaking of possession pursuant to paragraph 19.1(A), Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:
- A. The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.
  - B. The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
  - C. Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the date the Premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date the premises are relet.
- 19.3 Reletting. In the event of termination or retaking of possession following default by Tenant, Port may relet the Premises but shall not be required to relet for any use or purpose other than that specified in the Lease or for a purpose which Port may reasonably consider injurious to the Premises, or to any tenant that Port may reasonably consider objectionable. Port may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.
- 19.4 Right to Sue More than Once. Port may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 19.5 Port's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Port shall have the option to do so after thirty (30) days' written notice to Tenant. All of Port's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of invoicing by Port. Such action by Port shall not waive any other remedies available to Port because of the default.

19.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

## **20. SURRENDER AT EXPIRATION OR TERMINATION.**

20.1 Condition of Premises. Upon expiration of the Lease term or earlier termination for default or impracticality, Tenant shall deliver all keys to Port and surrender the Premises in the same condition as on the Commencement Date, reasonable wear and tear excepted. Alterations constructed by Tenant with permission from Port shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Repairs due to depreciation and wear from ordinary use for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. If Tenant fails to restore the Premises to their original condition, reasonable wear and tear excepted, the Port may undertake such repairs and recover costs thereof from the Tenant.

20.2 Personal Property. Upon expiration or termination of the Lease, Tenant shall remove all property and equipment owned by the Tenant. Tenant's failure to do so shall be deemed an abandonment of such property, and Port may retain such property and all rights of Tenant in such property shall cease. Alternatively, by notice in writing given to Tenant within twenty (20) days after removal was required, Port may elect to require Tenant to remove the property, or to effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Port for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Port.

20.3 Holdover. If Tenant does not vacate the Premises at the time required, Port shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to one-hundred-fifty percent (150%) of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Tenant's failure to remove property and equipment that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply. If a month- to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Port given not less than ten (10) days prior to the termination date, which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **21. MISCELLANEOUS.**

21.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

21.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party in such suit or action shall be entitled to recover from the other party its reasonable costs incurred in such action as well as attorney fees determined reasonable by the court, at trial, on petition for review, and on appeal.

- 21.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered by personal delivery, United States mail, or email, addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.
- 21.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 21.5 Recording. This Lease shall not be recorded without the written consent of Port.
- 21.6 Entry for Inspection. Port shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the Premises, or to show the Premises to any prospective tenant or purchaser; provided that in performing its inspections, Port shall not cause unreasonable interference with Tenant's use of the Premises. In addition, Port shall have the right, at any time during the last two (2) months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.
- 21.7 Proration or Refunding of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of a specified rental period, the Rent shall be prorated as of the date of commencement or termination. In the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.
- 21.8 Severability. If a provision hereof shall be declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 21.9 Time of Essence. Time is of the essence in the performance of the parties' obligations under this Lease.
- 21.10 Applicable Laws. This Lease shall be interpreted according to the laws of the State of Oregon without regard to conflict of law provisions. ORS 777.250, ORS 777.258 and U.S.C., Section 46, Chapter 411, shall apply to this Lease.
- 21.11 Entire Agreement. This Lease, including all referenced Exhibits, constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the entire Lease, understand it, and agree to be bound by its terms and conditions.

**PORT OF ASTORIA**

**Northwest Forest Link**

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_



**SURVEY OF POTENTIAL LEASE AREAS FOR THE PORT OF ASTORIA  
SITUATED IN THE SE 1/4 OF SECTION 12, T8N, R10W, N.M.,  
AND SW 1/4 SECTION 7, T8N, R9W, N.M.,  
CITY OF ASTORIA,  
CLATSOP COUNTY, OREGON**

APRIL 28, 2018  
SHEET 2 OF 2



PIER 1 EXHIBIT

**LINE TABLE**

LINE	DISTANCE	BEARING
L-14	30.81'	S72°15'07"E
L-15	23.71'	N75°03'13"E
L-16	37.01'	S87°40'33"E
L-17	86.43'	N48°23'35"E
L-18	18.20'	N37°33'23"E

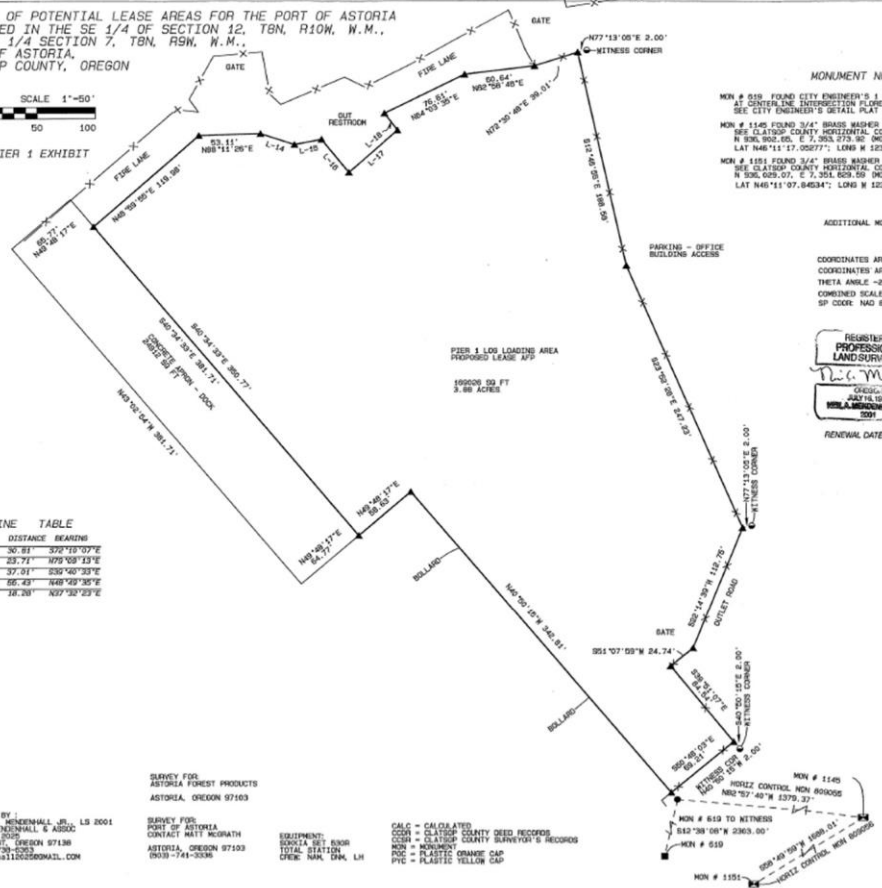
**SURVEY FOR:**  
ASTORIA FOREST PRODUCTS  
ASTORIA, OREGON 97103

**SURVEY BY:**  
NEIL A. WENZELHALL, JR., LS 2001  
REG. LAND SURVEYOR  
PO BOX 3009  
SEASIDE, OREGON 97138  
(503) 739-2200  
nwenzel@clatsopcountyoregon.gov

**SURVEY FOR:**  
PORT OF ASTORIA  
CONTACT MATT MCNATH  
ASTORIA, OREGON 97103  
(503) 744-3306

**EQUIPMENT:**  
SOKKIA SET 6308  
TOTAL STATION  
CIRCU: NINA, SHK, LH

**CALC - CALCULATED**  
COORD - CLATSOP COUNTY DEED RECORDS  
COORD - CLATSOP COUNTY SURVEYOR'S RECORDS  
MON - MONUMENT  
POC - PLASTIC ORANGE CAP  
PTC - PLASTIC YELLOW CAP



**MONUMENT NOTES:**

MON # 619 FOUND CITY ENGINEER'S 1 1/2" IRON ROD 300 SOLE 0.1' BELOW ROAD SURFACE. SET CONTROL LINE INTERSECTION FLOOR AND DIVISION. SEE CITY ENGINEER'S DETAIL PLAT # 2, N 504 184-04, E 7, 351, 401, 23 (W&A).

MON # 1145 FOUND 3/4" BRASS WASHED & SCREW FLUSH IN SIDEWALK. SEE CLATSOP COUNTY HORIZONTAL CONTROL LOG # 800056. N 500, 502, 501, E 7, 351, 273, 62 (MON).  
LAT N48°11'17.05277"; LONG W 123°51'57.01317"

MON # 619 FOUND 3/4" BRASS WASHED & SCREW FLUSH IN SIDEWALK. SEE CLATSOP COUNTY HORIZONTAL CONTROL LOG # 800056. N 500, 502, 501, E 7, 351, 273, 62 (MON).  
LAT N48°11'07.84534"; LONG W 123°51'27.02783"

ADDITIONAL MON NOTES SHEET 1

COORDINATES ARE OREGON STATE PLANE - NORTH ZONE  
COORDINATES ARE INTERNATIONAL FT.  
THETA ANGLE = 92°28'15" # MON # 1145  
COMBINED SCALE FACTOR 1.00005682  
SP CODE: NAD 83 (91)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Neil A. Wenzelhall, Jr.*  
CLATSOP COUNTY  
NEIL A. WENZELHALL, JR.  
2001  
RENEWAL DATE: 12/31/18



Exhibit B

Cruise Ship Zone

(Shown in White Outline)

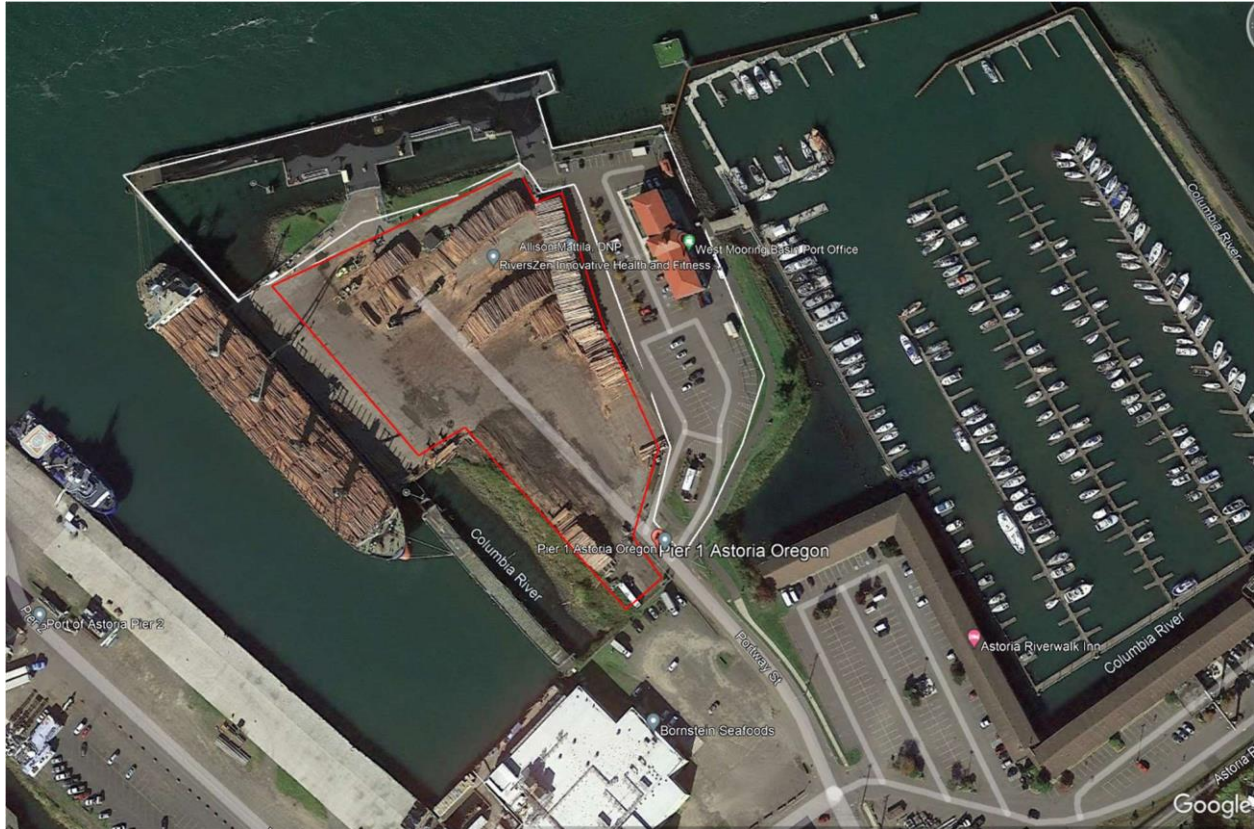




Exhibit C

Common Area for Pier 1



## Exhibit D

### Best Management Practices

Exhibit to be supplied  
by Northwest Forest Link

## Special Districts Association of Oregon Consulting Services Agreement

This Agreement (“Agreement”) is made effective as of November 7, 2023 by and between the Special Districts Association of Oregon (SDAO) 727 Center St NE, Salem Oregon 97301 and Port of Astoria Oregon. In this Agreement, the party who is contracting to receive services will be referred to as “Port of Astoria” and the party who will be providing the Services will be referred to as “SDAO”

- 1. DESCRIPTION OF SERVICES.** Beginning on November 8, 2023, SDAO will provide to Port of Astoria the following services (collectively, the “Services”) specified in the scope of work:

Facilitation of the Executive Director evaluation for Port of Astoria

**SCOPE OF WORK.** SDAO will develop in collaboration with Board of Directors and distribute to individual Board members the CEO evaluation form; Board Members will complete the evaluation individually and return to SDAO. Evaluations will be compiled into one composite evaluation. A draft composite evaluation will be distributed to the Board for review and approval. SDAO will also collect a self-evaluation from the CEO and distribute to the Board. SDAO will assist the Board in presenting the approved composite evaluation to the CEO.

- 2. PAYMENT FOR SERVICES.** In exchange for services Port of Astoria will pay compensation to SDAO for the Services in the amount not to exceed **\$1000.00**. This will be payable in a lump sum upon completion of the Services.
- 3. TERM.** This Agreement will terminate upon completion of project by SDAO. Contract term will be defined in the scope of work.
- 4. CONFIDENTIALITY.** SDAO, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for personal benefit of SDAO, or divulge, disclose, or communicate in any manner, any information that is proprietary to Port of Astoria. SDAO and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this agreement.

Upon termination of this Agreement, SDAO will return to Port of Astoria all records, notes, documentation, and other items that were used, created, or controlled by SDAO during the term of this Agreement.

- 5. LIMITATION OF LIABILITY.** Except for Consultant’s confidentiality, Consultant’s total liability to Port of Astoria shall not exceed the total payment for

services value regardless of whether any action or claim is based upon contract, tort (including negligence) or strict liability.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement superseded any prior written or oral agreements between the parties.
7. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and unenforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
8. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Oregon.
10. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
11. **SIGNATORIES.** This Agreement shall be signed on behalf of Port of Astoria by Robert Stevens, Chair of the Board of Directors and on behalf of SDAO by Frank Stratton, Executive Director and effective as of the date first written above.

Port of Astoria

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Stevens, Chair  
Board of Directors

Special Districts Association of Oregon

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Stratton  
Executive Director

**Port of Astoria General Manager  
Performance Evaluation  
November 2023**

Date of evaluation: \_\_\_\_\_

**Rating Scale Definitions (1 - 5)**

- Unsatisfactory ..... (1)    The employee’s work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
  
- Improvement Needed..... (2)    The employee’s work performance does not consistently meet the needed standards for the position. Serious effort is needed to improve performance.
  
- Meets Job Standards ..... (3)    The employee’s work performance consistently meets the standards of the position.
  
- Exceeds Job Standards .. (4)    The employee’s work performance is frequently or consistently above the standards of the position but has not achieved an overall level of outstanding performance.
  
- Outstanding ..... (5)    The employee’s work performance is consistently excellent when compared to the standards of the job.
  
- No Observation ..... (N/O)    The employee’s work performance was not observed.

**I. PERFORMANCE EVALUATION AND ACHIEVEMENTS**

A. <u>Board of Commissioners Relationships</u>	1	2	3	4	5	N/O
1. Effectively implements policies and programs approved by the board of commissioners. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Reporting to the board of commissioners is timely, clear, concise, and thorough. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Fosters a positive working relationship with commissioners .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effectively aids the board of commissioners in establishing long range goals. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Keeps the board of commissioners informed of current plans, and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provides the board of commissioners with a clear report of anticipated issues, opportunities, and risks that could come before the board. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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B.	<u>Public Relations</u>	1	2	3	4	5	N/O
1.	Projects a positive public image.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Courteous to the Board/Customers. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Maintains effective relations with media. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Effectively manages public relations .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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C.	<u>Effective Leadership of Staff</u>	1	2	3	4	5	N/O
1.	Delegates appropriate responsibilities. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Maintains a quality and committed staff with low turnover. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Training and education provided.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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D.	<u>Fiscal Management</u>	1	2	3	4	5	N/O
1.	Prepares realistic annual budget. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Controls expenditures in accordance with approved budget. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Keeps board of commissioners informed about revenues and expenditures, actual and projected. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Ensures that the budget addresses the board of commissioner's goals and objectives. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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E.	<u>Communication</u>	1	2	3	4	5	N/O
1.	Oral communication is clear, concise, and articulate....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Written communications are clear, concise, accurate, and timely .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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F.	<u>Personal Traits</u>	1	2	3	4	5	N/O
1.	Initiative. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Judgment. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Fairness and Impartiality. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Creativity. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Time Management. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

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G.	<u>Intergovernmental Affairs</u>	1	2	3	4	5	N/O
1.	Maintains effective communication with local, regional, state, and federal government agencies. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Financial resources (grants) from other agencies are pursued. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Contributes to good government through regular participation in local, regional, and state committees and organizations .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Lobbies effectively with city, county, state legislators and federal, state agencies regarding Port programs and projects.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Comments:

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**II. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD**

This section will measure the effectiveness of the Future Goals and Objectives (Sec. IV) from last year. These goals were based upon discussions during March/April 2023.

Goal 1: Manage engineering/design work and pursue funding opportunities to rebuild Pier 2

Goal 2: Make progress in expanding economic outlook and job creation through development/expansion projects on piers, waterfront properties and airport.

Goal 3: CEO is a champion for the Port in all aspects and continues to build public trust and stakeholder support for the organization.

Comments:

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**III. SUMMARY RATING**

	1	2	3	4	5	N/O
Overall Performance Rating - considering the results obtained against established performance standards as well as overall job performance, the following rating is provided: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

**IV. FUTURE GOALS AND OBJECTIVES**

Prioritize top five goals for the upcoming year for the general manager.

Priority	Goal

This Performance Evaluation Survey was completed by .....

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(Name of Commissioner)