

Board of Commissioners

Dirk Rohne – TBD
 Robert Stevens – TBD
 Frank Spence – TBD
 James Campbell – TBD
 Tim Hill – TBD

422 Gateway Ave, Suite 100
 Astoria, OR 97103
 Phone: (503) 741-3300
 Fax: (503) 741-3345
www.portofastoria.com

Regular Session

July 18, 2023 @ 4:00 PM
 10 Pier 1, Suite 209, Astoria, OR*

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
 - a. Canvass Votes for May 18, 2023 Regular District Election 3
 - b. Swear in Commissioners-Elect by Special Guest Clatsop County Sherriff Matt Phillips
 - Tim Hill – Position #3
 - Robert Stevens – Position #4
 - c. Elect Officers for Fiscal Year 2023-2024
5. COMMISSION REPORTS
6. CHANGES/ADDITIONS TO THE AGENDA
7. 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.
8. CONSENT CALENDAR:
 - a. Meeting Minutes –
 - Budget Committee Meeting 05/10/23 6
 - Workshop Meeting 05/16/23 10
 - Budget Committee Meeting 05/24/23 13
 - b. Financials – May 2023 15
 - c. Event Calendar – July 2023 21
9. ACTION:
 - a. Boatyard Master Plan – Proposal Review 22
 - b. Letter of Engagement for audit firm Talbot, Korvola, & Warwick, LLP 74
 - c. Commission Committee Assignments 2023-2024 86
 - d. Resolution 2023-03 Making Business Appointments and Authorizations 87
 - e. RFE 0151 North Coast Civil & Design – Professional Services Contract 90
 - f. RFE 0152 Precision / Overbay Grading 98
 - g. Quadiant Agreement 106
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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.

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

11. EXECUTIVE DIRECTOR COMMENTS
12. UPCOMING MEETING DATES:
 - a. Regular Session – August 1, 2023 at 4:00 PM
 - b. Workshop Session – August 15, 2023 at 4:00 PM
13. ADJOURN

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTlzQT09>
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.

Please Note:

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



Clatsop County
Clerk and Elections

820 Exchange St., Suite 220, Astoria, OR 97103
(503) 325-8511 phone / (503) 325-9307 fax
Website: www.co.clatsop.or.us
Email: clerk@co.clatsop.or.us

June 12, 2023

Port of Astoria
Attn: Melanie Wiegardt
422 Gateway Ave., Suite 100
Astoria, OR 97103

Enclosed you will find a copy of the Abstract of Votes for **Port of Astoria** relating to the Regular District Election held on **May 16, 2023**.

In accordance with ORS 255.295, please canvass the votes and notify the Clatsop County Clerk & Elections Department **within forty (40) days of receipt by signing and returning this letter to:**

Tracie Krevanko, County Clerk
Clatsop County Election Office
820 Exchange Street, Suite 220
Astoria, OR 97103

I appreciate your prompt reply.

With regards,

Tracie Krevanko, CERA, CEA
Clatsop County Clerk



This is to verify receipt of the Abstract of Votes from Clatsop County Clerk & Elections. I have canvassed the votes for **Port of Astoria**, relating to the **May 16, 2023 Regular District Election**.

It has been determined those persons having received the highest number of votes are qualified to hold the office, and any exceptions are noted below.

Authorizing Signature

6-19-23

Date

Summary Results Report
Clatsop County May 2023 Election
May 16, 2023

OFFICIAL RESULTS

Clatsop

STATISTICS

	TOTAL
Registered Voters - Total	30,864
Ballots Cast - Total	9,923
Ballots Cast - Blank	6
Voter Turnout - Total	32.15%



I certify the votes recorded on this canvass correctly summarizes the tally of votes cast for the May 16, 2023 Regular Election.

06/08/2023

Tracie Krevanko, County Clerk

Date

Summary Results Report
Clatsop County May 2023 Election
May 16, 2023

OFFICIAL RESULTS

Clatsop

Port of Astoria, Commissioner, Position 3

Vote For 1

	TOTAL
Tim Hill	5,918
Write-In Totals	34
Not Assigned	34
Total Votes Cast	5,952
Overvotes	0
Undervotes	3,971

Port of Astoria, Commissioner, Position 4

Vote For 1

	TOTAL
Robert Stevens	5,079
John Lansing	2,333
Write-In Totals	18
Not Assigned	18
Total Votes Cast	7,430
Overvotes	2
Undervotes	2,491

**MEETING MINUTES
MAY 10, 2023**

PORT OF ASTORIA
BUDGET COMMITTEE MEETING
PIER ONE BUILDING
#10 PIER 1, SUITE 209
ASTORIA, OR 97103

Call to Order:

Executive Director Will Isom called the Budget Committee Meeting to order at 1:04 pm.

Roll Call:

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

Citizen Committee Members Present: Bill Young; John Lansing; Tad Pedersen; and Steve Kraske. Walt Postlewait was absent.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; and Finance, HR & Business Services Manager Melanie Howard.

Selection of Budget Committee Chair:

Budget Committee member John Lansing moved to nominate Bill Young to serve as the Chair of the Budget Committee for fiscal year 2023-2024. As there were no other nominations, the committee moved to a vote. The motion was unanimously approved.

Reading of the Budget Message for Fiscal Year 2023-2024:

Executive Director Will Isom read the Budget Message for FY 2023-2024 and covered the following:

- The budget represents the Port's best estimation of the available resources, operational requirements, and capital requirements for the upcoming year.
- The budget also represents the Port's continued efforts to uphold our mission statement: to generate economic growth and prosperity in a safe and environmentally responsible manner for its citizens through the creation of family wage jobs and prudent management of its assets.
- The Port's budget serves as a working document to provide guidance for staff and the Commission to ensure resources are being deployed in a way that best serves the Port and the community we serve.
- This is a unique and exciting time to be a part of the Port of Astoria. Whereas the last few years have been spent stabilizing the organization, navigating the impacts of COVID-19, and planning a path forward with the engagement of stakeholders and community members, this upcoming year will be focused on securing the financial resources necessary to carry out these plans, working with contractors, regulatory bodies and legislators. We will ensure these projects will be done safely, efficiently, and in an environmentally responsible manner.
- This year's proposed budget prioritizes the continued need for capital investment, particularly into revenue-producing infrastructure, including the rehabilitation of Pier 2 West and the Airport Industrial Park expansion.
- The budget also recognizes the inflationary economic environment we are currently in that is driving up the cost of labor, materials, and services. It is a priority if the Port to work with outside agencies on

grant and other funding opportunities, which will allow us to continue meeting our fiduciary obligations of managing assets and investing in business operations that contribute to the local job force and economy.

- The rehabilitation of Pier 2 West continues to be a focus of time and resources. The need for continued stability for the seafood processors on the pier is not a point of negotiation. Despite the high costs, now estimated to exceed \$24 million, the Port will find a way forward that rehabilitates the infrastructure for many years to come. The Port is currently pursuing funding through multiple channels, including applications submitted for the Federal Maritime Administration's Port Infrastructure with Sustainability and Equity Grant Program, as well as legislative funding requests at the state and federal levels.
- It also has become a priority of the Port to engage with the community, with our business partners, and with other agencies in the area. Through transparency and cooperation, we believe that we can not only find success but celebrate it.
- Isom gives thanks to the Budget Committee community volunteers. Input and feedback are crucial in the check and balance mechanism to ensure the resources and assets the port is tasked with managing for the public's interest are utilized in a fiscally responsible manner.
- Isom thanks the Port Commission and Port staff for their time and continued dedication to their work. The Port is on an upward trajectory, although the organization still faces many challenges.
- Isom is optimistic about the Port's future through enhancing and maintaining Port assets and properties, continuing to improve the business model of the Port, providing quality customer service to our users, and building upon the positive reputation the Port has built over the last few years.

Presentation and Review of Proposed Budget for Fiscal Year 2023-2024

Finance, HR & Business Services Manager Melanie Howard presents the proposed budget for FY 2023-2024. Howard refers to page five of the packet, beginning with an introduction to the budget process. It is the responsibility of the Budget Committee to review the budget, consider public comment, and discuss and revise the budget as needed. Once the review process is complete, the Budget Committee is expected to approve the budget and property taxes, and the approved budget is presented to the Board of Commissioners for Adoption. Howard reviewed budget highlights, drawing attention to major changes or shifts in the budget compared to prior years. Highlights include:

- In prior years, there were five major operating departments for budgetary purposes: Waterfront West, Waterfront East, the Airport, Administrative, and Security departments. This year, three additional departments were added, splitting up Waterfront West and Waterfront East. Now there are Waterfront West Piers and Property, Waterfront West Boatyard, Waterfront West Cruise, Waterfront East Properties, Waterfront East Marina, Airport, Administrative, and Security departments. Howard notes that this change makes for a more robust budget, but it helps with transparency and tracking of specific revenue centers such as cruise income, the Boatyard, and the Marina.
- Howard refers to the Budget Overview on page six of the packet. The General Fund appropriates \$12,903,852 in both resources and expenditures. Chart two on page six of the packet breaks resources and expenditures into five major categories. Materials and Services are the largest at \$4.5 million, Capital Outlay at roughly \$3.5 million, Personnel Services at roughly \$3 million, Debt Service at \$1.6 million, and an Unappropriated Ending Balance of roughly \$280,000.
- Howard continues to the summary of the Port's revenues expenditures in the General Fund Overview on page seven of the packet. Howard notes that there is a change in operating revenues versus non-operating revenues. Non-operating revenues are property taxes and grant income; capital expenditures are the biggest non-operating expense. Grant Revenues, tax revenues, capital expenditures, and debt service are the biggest non-operating items.
- Concerning Operating Revenues, the Port's largest areas of income are lease and rental income and gross fuel sales, though fuel sales are offset by fuel expense. Additionally, there is re-billed expense

revenue, which is offset by utility and other expenses and dockage and harbor fees. Marina and Boatyard revenues bring in roughly \$700,000, and miscellaneous other revenues bring in roughly \$300,000. The proposed budget for total operating revenues is \$8.8 million.

- Howard refers to Operating Expenses on page eight of the packet. The largest item is Personnel Services, which is close to \$3 million this year. Utility and fuel expenses are offset somewhat by rebilled utility and fuel income. The total operating expense is estimated at roughly \$7.5 million.
- Howard notes that the Port has been recognizing income from harbor fees both as actual revenue and in our budgets from prior years. It was not included in this year's budget and will not be in this year's actual revenues.
- Howard refers to non-operating revenues and expenses on page nine of the packet. Grants are estimated to be roughly \$2 million. Property taxes are estimated to be close to one million. Smaller budgeted items include revenue from timber tax, other county revenues, and interest income. Capital outlay this year is budgeted close to \$3.5 million. Principal and interest expense together is about \$1.65 million. These are the major highlights of the non-operating budget numbers.
- While revenues have returned to pre-pandemic levels, the Port continues to face the difficult responsibility of repairing or replacing aging infrastructure and maintaining assets that benefit the public but which may not necessarily generate consistent revenues. As an example, replacing 25 pilings in the West Basin Marina currently costs upwards of \$200,000, which represents a significant portion of the Marina's operating budget. To mitigate these obstacles, particular care is taken to maximize revenues and minimize expenses wherever possible.
- There is a significant increase in water and sewer expense of about \$260,000. This is mostly to correct for underbudgeting in this current fiscal year. It's a difficult one because seafood processors use large volumes of water. The water usage and, therefore, the billing can vary significantly year-over-year.
- Howard notes revenues from harbor fees stopped in this current fiscal year after a federal ruling against the Port. Harbor fee revenues account for a decrease from last year's budget of about \$363,000.
- In regard to Cruise Ship income, Howard notes there is an increase in the proposed dockage budget, though the bundle fee went down slightly. This is due to a change in how the revenue is recognized. In prior years, the Port used to piecemeal the rebilling for longshore leave, gangway rentals, utilities, et cetera. A few years ago, Deputy Director Matt McGrath headed the process of creating a bundle fee which is a catch-all for those charges. Now there is some profit built into the rebill and to the bundle fee. Howard notes that cruise ship expenditures are detailed on page 29 of the packet.
- The Port is budgeted for 20 ocean-going cruise ships and 45 riverboats for this coming year. The budgeted amounts are based on the current tariff, with eight percent added to the published dockage fee in anticipation of a tariff increase.
- In the summer of 2021, a Resolution was adopted to establish seasonal mortgage rates and an escalating fee schedule at the Marina. With annual increases of roughly two dollars per linear foot moorage revenues increased by nine percent from the prior fiscal year ending in 2021. The proposed budget has an increase of six percent from the current adopted budget.
- Looking at Boatyard revenues, the chart on page 12 of the packet shows five-year trends, including actual revenues and budgeted revenues. Annual revenues from the fiscal year ending in 2020 increased by \$327,452, which is about 184% in just a five-year period. Based on current year trends, the proposed budget builds in an eight percent increase over the adopted budget for the fiscal year ending 2023. The Boatyard has seen exponential growth in haul-out revenues over the past several years.
- Fuel prices remain high. Budgeted fuel prices are relatively stable for the coming fiscal year, but are still higher than what they had been in prior years.
- Deputy Director Matt McGrath discusses highlights for FY2023-24 Capital Projects. The Boatyard Feasibility Study established the need for additional infrastructure and expanded services at the Boatyard. The next step in the process is to create a master plan for the facility. The master planning process should take approximately six months and is estimated to be complete by December. McGrath

discussed the status of the Pier 2 West rehabilitation project, grading at the Overbay Houseworks property, the Pier 1 Pile Replacement project, 422 Gateway building updates, power upgrades to T-Dock at the Marina, and development at the Airport Industrial Park. For the complete discussion, please see the meeting audio.

- Executive Director Isom requests that Budget Committee members send any questions they have to Howard before next Friday so that Howard can provide answers at the next Budget Committee meeting.
- Commissioner Stevens thanks Howard for her presentation and efforts in creating the budget.

Next Meeting Date:

- Budget Committee Meeting – May 24, 2023 at 1:00 PM

Adjourned

Budget Committee Chairman Young adjourned the meeting at 2:26 PM.

APPROVED:

ATTEST:

TBD, Board Chairman
Board of Commissioners

TBD, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

July 18, 2023
Date Approved by Commission

**MEETING MINUTES
MAY 16, 2023**

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

Call to Order:

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

Roll Call:

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

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

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

Also Attending: Ethan Myers of *The Astorian*.

Pledge of Allegiance

Changes/Additions to the Agenda:

There were no changes or additions to the agenda.

Public Comment:

No public comment was received.

Action Items:

6a. Update on Public Outreach

Finance, HR, & Business Services Manager Melanie Howard gives a presentation regarding Port public outreach efforts. Highlights include:

- Over the past couple of years, Howard has developed a plan for more public engagement where the Port would be sharing our own story instead of being talked about. We are now engaging ourselves with the public.
- The Port's Facebook account has reached over 100,000 individuals. Howard explains that this means 100,000 unique accounts have looked at content posted by the Port of Astoria in the past 30 days. The recent Facebook post for the CL Lindy was exceptionally popular.
- Howard has engaged with professional design services to re-design the Port newsletter. The updated newsletter will be rolling out with the fall edition coming this September.
- The website is also undergoing a re-design to modernize the page and allow for optimal viewing on mobile devices. This update will be coming in the next three to four months.

- There is a lot of different marketing in progress for the Airport Fly-In event scheduled for this August. The event will be advertised on Facebook as well as other marketing channels and banners have been ordered.
- The Boatyard will be hosting a BBQ this summer that will be open to the public. The Boatyard hosted this event last year, and it was well attended.

Action Items:

7a. Business Oregon Contract Approval – AOC4 and Piers 2 & 3 Integrated Planning Project

Deputy Director Matt McGrath refers to the Business Oregon grant contract included on page three of the packet. The contract is for an integrated planning grant for the Pier 2 West and AOC4 projects. Last year conversations began to see if these projects could be tied together. It makes more sense to extend the sea wall down towards the slip and then over to the Boatyard. Maul Foster is going to be looking at combining those projects so that we can do the permitting, design, and reconstruction under one project. This solution provides for a more environmentally robust solution; rather than monitoring in-water over the next 30 years, this would completely encapsulate the project on the AOC 4 side. There have been a number of meetings between the Port and DEQ to discuss this solution. Karen Homolac with Business Oregon initially contacted the Port to combine these projects and has been assisting with the process. Isom adds that integrating projects increases grant prospects.

McGrath inquires if the Commissioners has any questions.

- Commissioner McClaine notes that the document states that the project needs to be fully funded prior to receiving the grant dollars. McGrath clarifies that the planning project needs to be fully funded, not the remediation solution. The total cost for the planning project is \$65,000; \$40,000 are funds the Port is already spending with Maul Foster for the AOC 4 project, along with the \$25,000 grant agreement from Business Oregon.
- Isom adds that with the AOC 4 contamination, there is an obligation as a public agency to get something done and come up with the best deal that we could and move forward to figure out the best solution. Integrating these projects is the best path forward and the best way to leverage the funds from the partially responsible parties.

Commissioner Spence moved to approve the Business Oregon grant agreement in the amount of \$25,000. Commissioner Campbell seconded. The motion carried 5-0 amongst the Commissioners present.

Commission Comments:

Commissioner Campbell did not have any comments.

Commissioner Stevens commented on the following:

- Inquired how the Business Oregon grant agreement is endorsed. The Business Oregon grant agreement has a signature line for the Commission President but not for staff. Isom explains that if the Port has an internal document, staff ask for a motion from the Commission for the Executive Director to sign. For documents that come from external agencies, there may be a different process. The Port's bylaws do not specify as to who should sign a document.

Commissioner Spence commented on the following:

- Reminds everyone that it is election day. Election results will be posted beginning at 8:00 pm this evening.

Commissioner McClaine commented on the following:

- Commissioner McClaine comments that his experience on the Port Commission has been educational and interesting. Recommends for members of the public to get involved



in your local community. Would like to congratulate Port staff for their unity and fellow Commissioners for their leadership.

Commissioner Rohne did not have any comments.

Executive Director Comments:

- Paving is complete for the lot near the Cannery Pier Hotel and the Red Building. Striping will be complete tonight.
- The Port is participating in the Clatsop Works summer internship program. Through Melanie's work, we've hired an intern for the summer. The intern is a student at Seaside High School and will be working in the Administrative Office over the summer. It's exciting to support the program; Keven Leahy has done a lot of work to expand the program. It's a great opportunity for local high school and college students to get work experience and introduce them to local employers.
- The Boatyard BBQ is planned for this July.
- The Rose Festival will be starting in a couple of weeks. Naval ships will be stopping by the Port tentatively from June fourth through the sixth.
- The Port Budget Committee met last week and will be meeting again next week to, hopefully, approve the budget for the next fiscal year.
- Best of luck to those on the ballot for tonight's election.

Upcoming Meeting Dates:

- Budget Committee – May 24, 2023 at 1:00 PM
- Regular Session – June 6, 2023 at 4:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 4:26 PM.

APPROVED:

ATTEST:

TBD, Board Chairman
Board of Commissioners

TBD, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

July 18, 2023
Date Approved by Commission

**MEETING MINUTES
MAY 24, 2023**

PORT OF ASTORIA
BUDGET COMMITTEE MEETING
PIER ONE BUILDING
#10 PIER 1, SUITE 209
ASTORIA, OR 97103

Call to Order:

Budget Committee member Bill Young called the Budget Committee Meeting to order at 1:04 pm.

Roll Call:

Commissioners Present: Dirk Rohne*; Robert Stevens; Frank Spence; Jim Campbell; and Scott McClaine. Dirk Rohne attended via Zoom.

Citizen Committee Members Present: Bill Young; John Lansing; and Steve Kraske. Walt Postlewait and Tad Pedersen were not present.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; and Accounting & Business Services Manager Melanie Howard.

Also Attending: Commissioner Elect Tim Hill.

Continue Review of Proposed Budget for Fiscal Year 2023-2024:

Budget Committee Chair Bill Young inquires if anyone has any questions regarding the budget. As no questions were presented, Young asks Finance, HR & Business Services Manager Melanie Howard to note any changes to the budget from the previous Budget Committee Meeting. Howard refers to the General Fund Resources detailed on page twenty of the budget document and explains that there is a minor change that moved some cruise ship budgeted bundle fees to budgeted dockage. For Waterfront West Cruise budgeted resources line 37 Dockage, the number was updated from \$579,125 down to \$525,511. The difference was moved to line 49 cruise ship Rebilled Bundle, which was increased from \$214,463 to \$268,077. This was a small adjustment with how Howard decided to account for a minimum dockage plus bundle fee. Bill Young notes that this adjustment is a part of the budget process to make the budget more transparent and straightforward.

Public Comment:

There were no requests for public comment.

Approval of Proposed Budget for Fiscal Year 2023-2024:

Young inquires if there are any questions before the Committee vote on the budget document. No questions were presented.

John Lansing moved to approve the proposed budget for fiscal year 2023-2024 and forward it to the Port Commission. Commissioner McClaine seconded. The motion passed unanimously.

Approval of Tax Rate for Fiscal Year 2023-2024:

Committee Chair Young reads from the budget document. The Port is seeking the tax rate of \$.1256 per \$1,000 of assessed value for the upcoming fiscal year 2023-2024. This is the permanent rate that was included in the budget. There is no change from the previous fiscal year.

John Lansing moved to approve the tax rate of \$0.1256 per \$1,000 of assessed value within the taxing district for fiscal year 2023-2024. Commissioner Campbell seconded. The motion passed unanimously.

General Discussion

- Commissioner Robert Stevens comments that *The Astorian* did not print today's Budget Committee meeting in their upcoming events. The Port may need to contact the paper to include these meetings in the future. Howard answers that the Port published a notice in the paper for the Budget Committee Meetings as well as a publication notice for the Commission Meeting, which includes a summary of the budget.
- Commissioner Scott McClaine thanks fellow Commissioners and Budget Committee members for their participation, adding that the budget is not an easy document to read. McClaine thanks staff for the well-presented budget package.
- Young thanks Howard for the well-organized and straightforward document. Young adds that the only request he had for Howard was to include a Port staff organizational chart.
- Committee member John Lansing asks if the Executive Director can expand on the recent article in *The Astorian*. Isom explains that the article was a follow-up to a discussion that was had at a previous Commission meeting regarding this concept of integration between a number of projects along the central waterfront. Isom comments that in the past, oftentimes, the articles that may have appeared in the paper were more about ancillary things going on or things that weren't as pertinent to the operations of the Port. Myers stays focused on what he deems as being the most important. It has been good to have someone like that who is helping inform the public. Over the last few years, it's difficult to find anything negative in the paper that's been reported. Isom adds that his expectation isn't to present everything as rosy and positive but to be fair and to present the facts.

Adjourned

Budget Committee Chairman Young thanked the citizen committee for their time and Port staff for their time and efforts. Postlewait adjourned the meeting at 1:37 PM.

APPROVED:**ATTEST:**

TBD, Board Chairman
Board of Commissioners

TBD, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

July 18, 2023
Date Approved by Commission



MAY 2023 FINANCIALS NARRATIVE

For July 2022 through May 2023, the Port is showing an operating gain of \$1,098,861. This operating gain is trailing prior-year profits by \$25,018 and is \$840,923 below budget projections. Operating revenue YTD is at 89% and operating expenses are at 98% of seasonally trended budget. Non-operating income is at 99% and non-operating expenses are 78% of budget. Total net income YTD is \$2,260, which is \$108,385 behind budget expectations.

The budget and prior-year deficits for dockage are \$(440,259) and \$(381,020), respectively. For the year-to-date budget, \$349,733 had been included for estimated Harbor Fee income; the total FY23 budgeted amount for Harbor Fee income is \$380,000, none of which is expected to be collected. Looking at the prior-year differences, for July 2021 through May of 2022 the Port had billed for \$345,600 of Harbor Fee income.

Lease and rental income was \$321,938 less than budgeted, primarily as a result of a partial deferment of the Bornstein warehouse loan; the decrease in income will be offset by a decrease to debt service.

Gross Marina revenues were at 95% of budget with Boatyard gross revenues at 105% of budget. Net profits from airport fuel sales were up \$110,380 from the prior year, while net profits from marina fuel sales were down \$6,404 from FY22.

Personnel services and materials and services were under the budgeted amounts by \$117,798 and \$15,818, respectively.

Looking at non-operating totals, debt service expense was \$751,419 below budget as a result of a new debt deferment agreement with Business Oregon. Capital spending in May was primarily for the airport master plan update, West Basin paving project, Slip 1 sediment sampling, and Airport vegetation management.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - May 2023	\$ 468,522	68,501	\$ 331,851	\$ 136,671	\$ 252,822	41,979	\$ 168,252	\$ 84,570
Jul - May 2022	\$ 427,330	77,517	\$ 280,238	\$ 147,092	\$ 232,181	54,660	\$ 151,628	\$ 80,553
Airport Fuel	Jet A Sales \$	Jet A Sales Gal	Jet A COGS	Jet A Profit	100LL Sales \$	100LL Sales Gal	100LL COGS	100LL Profit
Jul - May 2023	\$ 784,106	134,581	\$ 531,408	\$ 252,698	\$ 147,751	21,732	\$ 112,049	\$ 35,702
Jul - May 2022	\$ 534,984	116,473	\$ 374,680	\$ 160,304	\$ 90,921	16,215	\$ 73,205	\$ 17,716

Port of Astoria
Profit & Loss Actual vs. Budget
May 2023

	Actuals Jul 2022 - May 2023	Actuals Jul 2021 - May 2022	Budget Jul 2022 - May 2023	Budget Variance Through May	% of Budget Through May	Full '22-'23 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	732,123	1,113,143	1,172,382	-440,259	62%	1,226,657
Lease & Rental Income	2,521,249	1,951,990	2,842,647	-321,398	89%	3,118,224
Rebilled Expenses	1,565,722	1,344,639	1,572,471	-6,749	100%	1,713,380
Boat Haulout	587,998	543,486	558,314	29,684	105%	665,527
Marina Revenues	559,156	587,200	591,673	-32,517	95%	680,780
Fuel Sales	1,653,200	1,285,415	1,783,999	-130,799	93%	1,882,280
Ticket Revenues	2,275	5,735	8,640	-6,365	26%	9,540
Other Income	69,330	86,778	135,465	-66,135	51%	148,266
Total Operating Revenues	7,691,053	6,918,387	8,665,592	-974,538	89%	9,444,654
<u>Operating Expenses</u>						
Personnel Services	2,473,883	2,281,634	2,591,681	-117,798	95%	2,820,490
Materials and Services	4,118,308	3,512,874	4,134,127	-15,818	100%	4,481,686
Total Operating Expenses	6,592,192	5,794,508	6,725,808	-133,616	98%	7,302,176
Income from Operations	1,098,861	1,123,879	1,939,784	-840,923	57%	2,142,478
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	896,573	834,107	864,381	32,193	104%	890,248
Timber Tax Revenues	156,362	111,728	156,362	0	100%	198,811
Other County Revenues	221	36,130	38,234	-38,013	1%	39,500
Grants*	490,319	2,023,293	490,319	0	100%	1,940,763
Interest Income	3,592	1,379	16,653	-13,061	22%	18,303
Total Non-Operating Revenues	1,547,067	3,007,849	1,565,948	-18,882	99%	3,087,625
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	2,077,885	3,373,021	2,077,885	0	100%	3,959,368
Interest Expense	175,094	74,432	406,929	-231,835	43%	474,936
Principal Expense	390,689	109,361	910,273	-519,585	43%	1,135,728
Total Non-Operating Expenses	2,643,668	3,556,814	3,395,087	-751,419	78%	5,570,032
Net Income (Loss)	2,260	574,913	110,645	-108,385	2%	-339,929

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

Port of Astoria

Balance Sheet

as of May 2023

May 31, 2023

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	598,720
Payroll Account #5344	41,934
Bornstein MMA #0004	63,338
Money Market #1259	262,651
Total Lewis & Clark Bank	966,643

Total Cash & Cash Equivalents 967,388

Accounts Receivable 855,966

Other Current Assets 2,687,191

Total Current Assets 4,510,546

Fixed Assets 35,731,756

Other Assets

Long-term Receivables 18,012,523

TOTAL ASSETS 58,254,825

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 281,915

Other Current Liabilities 15,978,005

Total Current Liabilities 16,259,920

Long Term Liabilities

Accrued Vacation Payable 142,253

Accrued Sick Leave 158,204

Notes Payable 13,785,573

Net Pension Liability 829,427

Lease Liability 725,809

OPEB Liability 85,017

Pollution Remediation AOC 4 Liability 2,966,175

Less Current Portion LT Debt -963,782

Total Long Term Liabilities 17,728,678

Total Liabilities 33,988,598

Equity

Retained Earnings 24,263,967

Net Income 2,260

Total Equity 24,266,228

TOTAL LIABILITIES & EQUITY 58,254,825

Prepared by: Melanie Howard



Capital Projects
May 2023
Budget to Actual

DEPARTMENT AND PROJECT		CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
		Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 5/31/2023	Grants Received through 5/31/2023	Expenses through 5/31/2023 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Remvd
Department	Description								
WFW	P2 West PS&E Documents; CM/GC work to 100% Design	250,000	-	250,000	3,898	-	3,898	246,102	1
Airport	Airport Master Plan	389,253	361,163	28,090	420,755	407,428	13,327	14,764	2
Administration	2022-23 IT Upgrades	30,000	-	30,000	20,499	-	20,499	9,501	3
Airport	Backfill and Site Prep Behind Overbay	30,000	-	30,000	2,678	-	2,678	27,322	3
WFW	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	200,000	150,000	50,000	4,034	3,771	263	49,737	3
Airport	Hangar Maintenance	50,000	-	50,000	-	-	-	50,000	4
WFW	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	1,762	-	1,762	48,238	4
Airport	Vegetation Management	30,000	-	30,000	60,078	-	60,078	(30,078)	4
Airport	T-Hangar Fencing	50,000	37,500	12,500	38,089	28,567	9,522	2,978	4
Airport	Industrial Park	250,000	225,000	25,000	525	-	525	24,475	5
Airport	Terminal Building Upgrades	150,000	142,500	7,500	12,002	-	12,002	(4,502)	5
Airport	Tide Gate Feasibility Study	99,600	99,600	-	5,094	3,830	1,264	(1,264)	5
WFW	Fire suppression/system upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
WFW	Repave Gateway Avenue / Restripe	110,000	110,000	-	-	-	-	-	5
WFW - Boatyard	Boatyard Upgrades	650,000	455,000	195,000	136	-	136	194,864	5
Airport	Backfill and Site Prep Behind Recology	55,000	-	55,000	23,929	-	23,929	31,071	8
WFE - Marinas	West Marina Dredging	496,250	-	496,250	487,036	-	487,036	9,214	9
WFW - Boatyard	Boatyard Electrical Upgrades	10,000	-	10,000	58,494	-	58,494	(48,494)	9
Airport	Gator Utility Vehicle	15,000	-	15,000	19,599	-	19,599	(4,599)	9
Airport	Airport Generator	20,000	10,000	10,000	6,195	832	5,363	4,637	9
WFE - Marinas	West Marina Piling Replacement (25) Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	133,500	-	133,500	190,017	-	190,017	(56,517)	9
WFW	Pier 1 Face Chip Seal	221,875	-	221,875	195,019	-	195,019	26,856	9
WFW	Pier 1 Face Chip Seal	15,000	-	15,000	13,760	-	13,760	1,240	9
WFW	Repave Pier 2 Entrance to Gateway	50,000	-	50,000	41,500	-	41,500	8,500	9
WFW - Boatyard	Boatyard Stands	16,390	-	16,390	14,587	-	14,587	1,803	9
WFW	Replace Cruise Ship Gangway Decking	15,000	-	15,000	-	-	-	15,000	10
Airport	Utility Trailer	7,500	-	7,500	-	-	-	7,500	10
WFE	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	10
WFE - Marinas	East Mooring Basin Causeway Design & Repairs	500,000	350,000	150,000	-	-	-	150,000	10
WFW	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	10
	Misc				458,200	25,000	433,200	(433,200)	
TOTALS		3,959,368	1,940,763	2,018,605	2,077,885	469,428	1,608,457	410,148	

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	05/05/2023	✓ 82315	A & A Pest Control	105650	1,130.00
Bill Pmt -Check	05/05/2023	✓ 82316	AT&T	Acct # 019 295 1870 001	23.66
Bill Pmt -Check	05/05/2023	✓ 82317	Bogh Electric		150.00
Bill Pmt -Check	05/05/2023	82318	✓ CenturyLink	Acct # 497163267	101.84
Bill Pmt -Check	05/05/2023	82319	✓ Charter Business - 0229	8787 14 680 0000229	2,111.24
Bill Pmt -Check	05/05/2023	82320	✓ Charter Business - 0590	8787 14 001 0420590	59.51
Bill Pmt -Check	05/05/2023	82321	✓ Charter Business - 5595	Acct # 8787 14 002 0105595	189.97
Bill Pmt -Check	05/05/2023	82322	✓ Cintas Corporation	10829	270.08
Bill Pmt -Check	05/05/2023	82323	✓ City Lumber	Cust # 7259	448.85
Bill Pmt -Check	05/05/2023	82324	✓ City of Astoria - utilities		85,003.26
Bill Pmt -Check	05/05/2023	82325	✓ CityServiceValcon		2,493.22
Bill Pmt -Check	05/05/2023	82326	✓ Clean Sweep Maintenance, Inc.		143.75
Bill Pmt -Check	05/05/2023	82327	✓ Erin Hawkinson	Reimb for mileage driven - December 19,2022 to Apr...	198.00
Bill Pmt -Check	05/05/2023	82328	✓ Feenaughty Machinery Co.	Acct # PORTO003	109.99
Bill Pmt -Check	05/05/2023	82329	✓ Frank Spence, Commissioner	Reimb - Apr 2023	100.00
Bill Pmt -Check	05/05/2023	82330	✓ Haglund Kelley LLP		1,237.50
Bill Pmt -Check	05/05/2023	82331	✓ JFocus Consulting, Inc.		4,825.00
Bill Pmt -Check	05/05/2023	82332	✓ Jackson and Son Oil	Acct # 63045	8,825.11
Bill Pmt -Check	05/05/2023	82333	✓ Jeff Hale Painting		6,400.00
Bill Pmt -Check	05/05/2023	82334	✓ Jim Varner's Automotive		105.25
Bill Pmt -Check	05/05/2023	82335	✓ Jordan Ramis PC	Client ID 43046	142.50
Bill Pmt -Check	05/05/2023	82336	✓ Justin Grafton Studios		750.00
Bill Pmt -Check	05/05/2023	82337	✓ Kiwi Glass, Inc.		7,054.00
Bill Pmt -Check	05/05/2023	82338	✓ Lawson Products	Cust # 10075026	183.58
Bill Pmt -Check	05/05/2023	82339	✓ Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	45,864.52
Bill Pmt -Check	05/05/2023	82340	✓ North Coast Truck Parts	W/O#3302	151.00
Bill Pmt -Check	05/05/2023	82341	✓ Northwest Local Government Legal Advi...	Apr 2023	5,242.07
Bill Pmt -Check	05/05/2023	82342	✓ NW Marine Terminal Assn		1,527.00
Bill Pmt -Check	05/05/2023	82343	✓ P & L Johnson Mechanical, Inc.	Agreement 250	4,085.00
Bill Pmt -Check	05/05/2023	82344	✓ Pacific Power		2,326.62
Bill Pmt -Check	05/05/2023	82345	✓ PacificSource Administrators	Employer ID: P00431	3,019.24
Bill Pmt -Check	05/05/2023	82346	✓ PetroCard, Inc.	01-0004280	897.45
Bill Pmt -Check	05/05/2023	82347	✓ Platt Electric Supply (Rexel)	Acct #135946	115.99
Bill Pmt -Check	05/05/2023	82348	✓ Pro-Fresh LLC	P1 Bldg Commercial Steps	273.00
Bill Pmt -Check	05/05/2023	82349	✓ Recology Western Oregon		3,333.90
Bill Pmt -Check	05/05/2023	82350	✓ Recology Western Oregon (LA)	A1080000232	150.84
Bill Pmt -Check	05/05/2023	82351	✓ S. Bruce Conner	May 2023	2,100.00
Bill Pmt -Check	05/05/2023	82352	✓ Shane Jensen - Grant Writer	Grant Writing - Apr 2023	11,987.50
Bill Pmt -Check	05/05/2023	82353	✓ Sierra Springs	928320221793628	117.98
Bill Pmt -Check	05/05/2023	82354	✓ Special Districts Health Premiums	Cust # 03-0016324	48,942.30
Bill Pmt -Check	05/05/2023	82355	✓ Standard Insurance Co.	Policy # 00 158620 0001	1,935.06
Bill Pmt -Check	05/05/2023	82356	✓ Staples Advantage		132.55
Bill Pmt -Check	05/05/2023	82357	✓ Sunset Auto Parts - NEW <i>DNT</i>	Cust # 76004	145.38
Bill Pmt -Check	05/05/2023	82358	✓ The Daily Astorian		231.60
Bill Pmt -Check	05/05/2023	82359	✓ TJKE (Thyssenkrupp Elevator Corp)	Cust # 71259	690.18
Bill Pmt -Check	05/05/2023	82360	✓ Todd Newton		480.00
Bill Pmt -Check	05/05/2023	82361	✓ ULINE	Cust # 21657453	2,750.32
Bill Pmt -Check	05/05/2023	82362	✓ Verizon Wireless #7705-1	270297705-00001	612.80
Bill Pmt -Check	05/05/2023	82363	✓ Walter E. Nelson Co.	Cust # 1629	47.12
Total 102-02 - CCB Operating #1442					259,215.73
Total 102-00 - Cash					259,215.73
TOTAL					259,215.73

*Scott M. Clark
5 MAY 2023
@ 12:15 PM*

*all
whm*

11:07 AM
05/22/23

Port of Astoria
Vouchers Paid -- Operating Acct

Accrual Basis

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	05/22/2023	82364	A Coastal Lock & Key, LLC		6.00
Bill Pmt -Check	05/22/2023	82365	Advanced Remediation Technologies, Inc.		3,920.00
Bill Pmt -Check	05/22/2023	82366	Ag-Bag Forage Solutions		286.78
Bill Pmt -Check	05/22/2023	82367	America's Phone Guys		585.87
Bill Pmt -Check	05/22/2023	82368	Brendon Stock (A/P)	Reimb for Safety Boots and Clothing	115.63
Bill Pmt -Check	05/22/2023	82369	Campbell Environmental		1,230.00
Bill Pmt -Check	05/22/2023	82370	Card Service Center		4,733.15
Bill Pmt -Check	05/22/2023	82371	CenturyLink	Acct # 497163267	104.08
Bill Pmt -Check	05/22/2023	82372	Charter Business - 0229	8787 14 680 0000229	2,110.24
Bill Pmt -Check	05/22/2023	82373	Charter Business - 5587	Acct # 8787 14 002 0105587	57.88
Bill Pmt -Check	05/22/2023	82374	CHS Inc/Cenex	Cust # 195072	440.91
Bill Pmt -Check	05/22/2023	82375	Cintas Corporation	10829	202.56
Bill Pmt -Check	05/22/2023	82376	City of Warrenton		19,802.64
Bill Pmt -Check	05/22/2023	82377	CityServiceValcon		30,652.50
Bill Pmt -Check	05/22/2023	82378	Clatsop County Lawn & Tractor	544212	174.98
Bill Pmt -Check	05/22/2023	82379	Clean Water Technologies, LLC	Apr support	3,353.85
Bill Pmt -Check	05/22/2023	82380	DEQ		15,155.25
Bill Pmt -Check	05/22/2023	82381	Englund Marine (Airport)		83.00
Bill Pmt -Check	05/22/2023	82382	Englund Marine (Boatyard)		313.75
Bill Pmt -Check	05/22/2023	82383	Englund Marine (Marina)		695.47
Bill Pmt -Check	05/22/2023	82384	Englund Marine (MX)		1,565.97
Bill Pmt -Check	05/22/2023	82385	Equipment Rental Services	Cust # 205559	529.96
Bill Pmt -Check	05/22/2023	82386	Haglund Kelley LLP	Matter # 10437.016	1,417.50
Bill Pmt -Check	05/22/2023	82387	Harold Culver (Retiree)	K94770139 May 23	277.38
Bill Pmt -Check	05/22/2023	82388	Home Depot	6035 3225 3191 4798	373.04
Bill Pmt -Check	05/22/2023	82389	iFocus Consulting, Inc.		4,918.00
Bill Pmt -Check	05/22/2023	82390	J P Plumbing Company, Inc.	Cust ID: AS75	280.00
Bill Pmt -Check	05/22/2023	82391	Jackson and Son Oil		21,169.67
Bill Pmt -Check	05/22/2023	82392	Jim Varner's Automotive		1,343.40
Bill Pmt -Check	05/22/2023	82393	Landside Resources, Inc.	April 2023	1,250.00
Bill Pmt -Check	05/22/2023	82394	Larry Jones (Retiree)		1,109.52
Bill Pmt -Check	05/22/2023	82395	Lawson Products		418.53
Bill Pmt -Check	05/22/2023	82396	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	810.00
Bill Pmt -Check	05/22/2023	82397	Maul Foster & Alongi, Inc.		6,897.50
Bill Pmt -Check	05/22/2023	82398	Mead & Hunt		551.19
Bill Pmt -Check	05/22/2023	82399	North Coast Truck Parts		600.00
Bill Pmt -Check	05/22/2023	82400	NW Natural		766.47
Bill Pmt -Check	05/22/2023	82401	Office Express		2,563.08
Bill Pmt -Check	05/22/2023	82402	Oregon DMV	Acct # 60577	4.35
Bill Pmt -Check	05/22/2023	82403	Pacific Power		3,573.44
Bill Pmt -Check	05/22/2023	82404	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	05/22/2023	82405	PetroCard, Inc.	01-0004280	656.40
Bill Pmt -Check	05/22/2023	82406	Platt Electric Supply (Rexel)	Acct #135946	100.72
Bill Pmt -Check	05/22/2023	82407	Pro-Fresh LLC	Suite 206	175.00
Bill Pmt -Check	05/22/2023	82408	Quadient (postage)	X3391	300.00
Bill Pmt -Check	05/22/2023	82409	Recology Western Oregon (LA)	A1080000232	2,080.50
Bill Pmt -Check	05/22/2023	82410	Sherwin-Williams	4251-5877-1	97.48
Bill Pmt -Check	05/22/2023	82411	Solutions YES, LLC	Acct # PO03	88.10
Bill Pmt -Check	05/22/2023	82412	Special Districts Health Premiums	Cust # 03-0016324	48,942.30
Bill Pmt -Check	05/22/2023	82413	Special Touch Janitorial, Inc.	May 2023	3,712.50
Bill Pmt -Check	05/22/2023	82414	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	05/22/2023	82415	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	405.46
Bill Pmt -Check	05/22/2023	82416	Staples Advantage		492.29
Bill Pmt -Check	05/22/2023	82417	Sweet Septic and Portable Service	April 2023	260.00
Bill Pmt -Check	05/22/2023	82418	Terry's Plumbing LLC.		28.31
Bill Pmt -Check	05/22/2023	82419	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	05/22/2023	82420	Walter E. Nelson Co.	Cust # 1629	1,090.76
Bill Pmt -Check	05/22/2023	82421	Warrenton Fiber Company	Cust # Por Ast	1,304.20
Bill Pmt -Check	05/22/2023	82422	Wells Electrical Contracting, Inc.	W/O#3305	753.75
Bill Pmt -Check	05/22/2023	82423	DEQ	Stormwater permit 07/01/2023-06/30/2024	1,484.08

Total 102-02 - CCB Operating #1442

197,177.77

Total 102-00 - Cash

197,177.77

TOTAL

197,177.77

JPO OK
5-22-23

July 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3 6PM Astoria City Council Mtg	4 CXL - 4PM Regular Session July 4th - Office Closed	5 6PM CB City Council Mtg 7PM Gearhart City Council Mtg	6	7	8
9	10 6PM Seaside City Council Mtg	11 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	12 5PM Clatsop Cnty Commission	13 10AM Col-Pac EDD Mtg 1PM NW ACT	14	15
16	17 6PM Astoria City Council Mtg	18 4PM Regular Workshop Session	19	20	21	22
23	24 6PM Seaside City Council Mtg	25 330PM CEDR Board Mtg 530PM Astoria Planning 6PM Warrenton City 7:45AM AWACC	26 5PM Clatsop Cnty Commission	27	28	29
30	31	Aug 1	2	3	4	5



Port of Astoria
COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	July 18, 2023	
<u>DEPARTMENT:</u>	Boatyard / Operations	
<u>STAFF CONTACT:</u>	Matt McGrath	
<u>TOPIC:</u>	Boatyard Master Plan	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	<input checked="" type="checkbox"/>	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>Pursuant to the findings of the Boatyard Feasibility Study completed by BST Associates in 2022, a phased master plan for the Port’s Pier 3 Boatyard must be developed. The study demonstrated clear justification for additional infrastructure which will allow the Boatyard’s do-it-yourself model to flourish. The most pressing need elicited from the study is the addition of buildings in which vessel owners may complete maintenance projects during the harsh winter months. Harsh weather notwithstanding, boatyard demand continues to grow.</p> <p>The Port issued a Request for Proposals in April of 2023 to solicit qualified planners and received two proposals:</p> <p>Makers Architecture and Planning – Seattle, WA Maul, Foster & Alongi – Portland, OR</p> <p>The Port has completed projects with both firms, most recently with Maul, Foster & Alongi (“MFA”). Makers completed the original master plan in the early 2000’s while the Port has worked on numerous projects with Maul, Foster and Alongi over the last two decades including:</p> <p>AOC 4 design AOC 4 integrated planning to include Pier 2 West repairs Tongue Point 1200-Z stormwater plan and infrastructure design Central Waterfront 1200-Z stormwater plan and Pier 3 stormwater treatment plant design Airport 1200-Z stormwater plan development</p> <p>The Port conducted interviews with both firms in June of 2023.</p>		
<u>DOCUMENTS ATTACHED:</u>		
<p>Makers Master Plan Proposal Maul, Foster & Alongi Master Plan Proposal</p>		



COMMISSION MEETING

SUMMARY & FINANCIAL IMPACT:

Makers:

		2023 billing rate	Partner-in-Charge \$235	Project Manager \$185	Planning Support \$135	
Initiation and Kick-off						\$12,685
1	Project Management		6	24	12	\$7,470
2	Engagement Strategy <i>and Management Memo</i>		1	4	6	\$1,785
3	Kickoff Meeting		6	8	4	\$3,430
Existing Conditions						\$18,490
4	Site Tour, Interviews, Background Memo (prepared by PBS)		6	22	24	\$8,720
5	Vision Charrette		2	24	36	\$9,770
Alternative Concepts						\$16,440
6	Alternative Concepts <i>and Evaluation Meeting</i>		2	32	48	\$12,870
7	Alternative Refinement		2	8	12	\$3,570
Master Plan						\$ 20,780
8	Revised Preferred Plan and Implementation Strategies		2	6	4	\$2,120
9	Draft Master Plan		4	40	50	\$15,090
10	Final Master Plan		2	8	12	\$3,570
Supplemental Expenses						\$21,350
MAKERS travel and miscellaneous						\$1,350
PBS (civil and marine structures existing conditions memo, concept collaboration, costing)						\$20,000
TOTAL COST						\$89,745
Optional Tasks						\$26,310
<i>Milestone Briefings (3 recommended at the end of Phases 2, 3, and 4)</i>						\$11,310
<i>Additional technical analysis or detailed market study, as needed</i>						\$15,000
TOTAL COST WITH OPTIONAL TASKS						\$116,055

MFA:

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1. Project Management	34	\$7,545	\$0	\$0	\$7,545
2. Community Engagement	73	\$11,560	\$0	\$0	\$11,560
3. Kick-Off Meeting	13	\$3,275	\$0	\$0	\$3,275
4. Background & Existing Conditions	67	\$10,930	\$150	\$8,050	\$19,130
5. Vision Charrette	49	\$8,610	\$600	\$1,472	\$10,682
6. Plan Alternative Concepts	42	\$7,090	\$0	\$6,969	\$14,059
7. Preferred Alternative Refinement	15	\$2,590	\$0	\$2,944	\$5,534
8. Final Plan & Implementation Strategy	124	\$19,535	\$0	\$1,150	\$20,685
9. Plan Completion & Adoption	49	\$7,380	\$150	\$0	\$7,530
Total Estimated Cost:					\$100,000



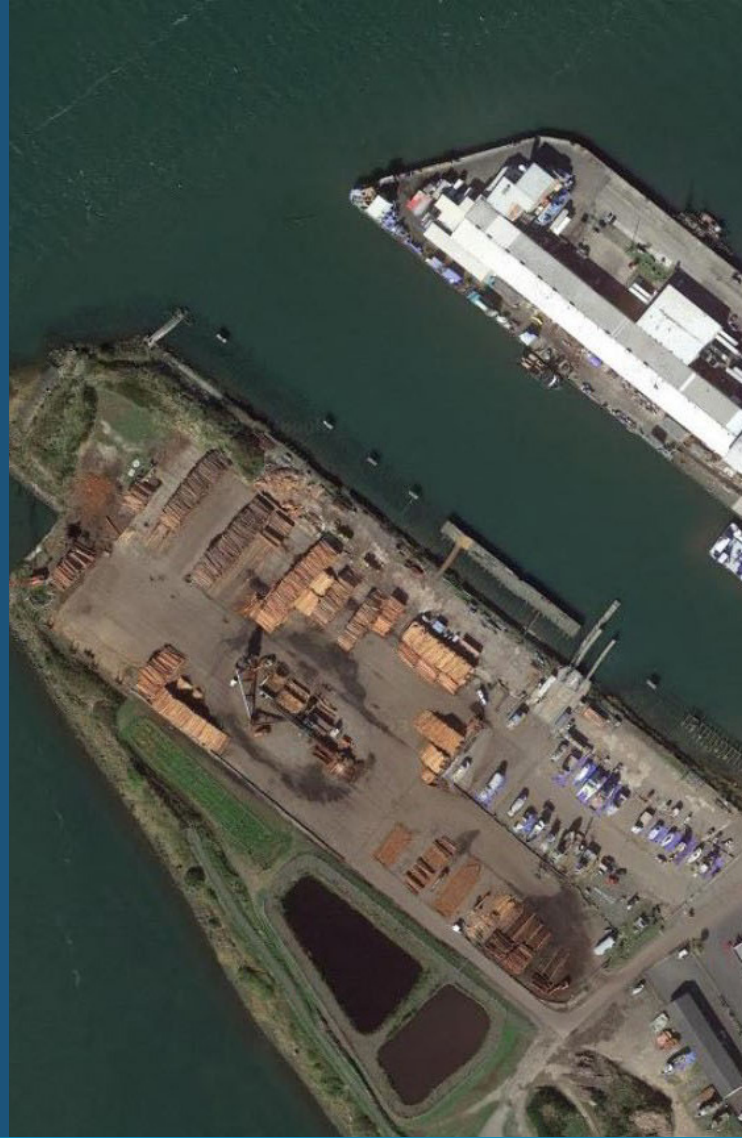
COMMISSION MEETING

NEXT STEPS/TIMEFRAME: *Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.*

Jul 2023 – Authorize contract to begin work on the Master Plan
Aug / Sep 2023 – Begin public engagement process
Oct / Nov 2023 – Charette and plan alternative concepts; preferred alternative refinement
Nov / Dec 2023 – Final plan and implementation strategy
Dec 2023 / Jan 2024 – Plan completion and adoption

STAFF RECOMMENDATION:

Contract with MFA to complete Boatyard Master Plan



Boatyard Master Plan

Port of Astoria

MAY 12, 2023

Prepared by:

MAKERS architecture and urban design, LLP

Principal Place of Business:

500 Union Street, Suite 700
Seattle, WA 98101

Primary Contact:

Julie Bassuk, Partner
206-602-6195
julieb@makersarch.com

MAKERS
architecture • planning • urban design

make (māk) *vb* **1** to bring into being by shaping or altering **2** to form in the mind, a judgment or plan **3** to put together by combining parts **4** to build, construct, formulate, devise, create **5** to prepare for use; arrange **6** to cause to happen

May 12, 2023

Matt McGrath
Deputy Director
Port of Astoria
mmcgrath@portofastoria.com

RE: REQUEST FOR PROPOSALS - BOATYARD MASTER PLAN

Dear Mr. McGrath and selection committee members,

MAKERS architecture and urban design, LLP (MAKERS) is pleased to submit our proposal for the Port of Astoria's Boatyard Master Plan. This bid will be valid until November, 2023. We believe this effort is critical to clarify the Port's operational needs, improve site use efficiency, and plan for future growth. We offer a proven approach and have assembled a great team to ensure a successful effort.

As a planning firm, MAKERS' goal is not to win potential future design contracts, but to help our clients set their projects up for success. This phase of our work is our specialty and critical to our practice. In our 20+ years helping ports plan facilities investments, we have developed a methodology and skillset which emphasizes a strategic focus on decision-making, transparent and unbiased analysis, building support through public engagement, and developing actionable recommendations.

MAKERS will dedicate two experienced land use and facilities planners to this effort: Julie Bassuk and Rachel Miller. They offer outstanding capabilities to facilitate discussions with Port staff, leadership, and the community; understand existing issues and long-term needs; and create a feasible plan for investment. PBS Engineering will augment the MAKERS team to create concepts that maximize workflow efficiency, protect operational flexibility, and accommodate future growth.

We are confident that our team's skills and experience will enable the Port to get this project moving and achieve its goals. We would be honored to work with the Port on this effort.

Sincerely,



Julie Bassuk, AICP
Partner

julieb@makersarch.com

500 Union Street, Suite 700
Seattle, WA 98101

p 206.652.5080
f 206.652.5079

www.makersarch.com

Key Staff

MAKERS

MAKERS architecture and urban design, LLP (MAKERS) was established in 1972 to help communities and organizations envision their future and make achievable plans to get there. Our multidisciplinary approach resolves complex issues by integrating collaboration, analysis, and feasibility. Our plans have proven their effectiveness at building consensus around a vision, harnessing market forces, establishing a roadmap for action, and attracting partners and funding to support implementation. Our firm’s size and culture allow us to be client-focused and nimble, while our experienced staff deliver high quality products.

MAKERS is especially skilled at helping ports maximize assets and meet future needs at their facilities. Our core expertise includes:

- Needs assessments
- Concept designs and alternatives evaluation
- Implementation phasing and funding strategies
- Stakeholder and community outreach

For the Boatyard Master Plan, we propose Julie and Rachel as the core project team. They are experienced land use planners and designers, and have worked together on many similar planning projects. Their qualifications are expanded on the following page; team resumes start on page 11.

PBS

PBS Engineering and Environmental Inc. (PBS) has supported port agencies on over 1,300 projects in the last 36 years, with a team of over 280 engineers, survey, technical, and support staff. In the past year PBS has provided capital planning assistance to the Port of Astoria for the boatyard at Pier 3, civil and structural engineering to the Port of Vancouver, and marine engineering and construction management services to the City of Warrenton.

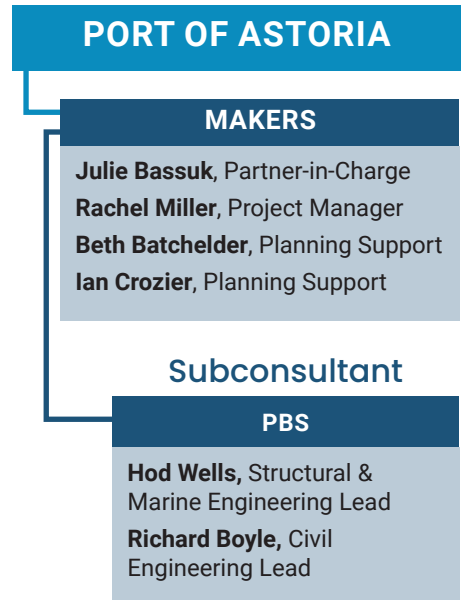
PBS will support MAKERS by providing civil, structural, and marine engineering services that leverage their previous work on the site. Hod and Richard will summarize existing marine and civil conditions in a background memo, collaborate with MAKERS to develop and evaluate alternative concepts, and provide planning level cost estimates to support the project. PBS team qualifications are expanded on page 4; team resumes start on page 16.

Page Organization

For easy reference, please find RFP Submittal Requirements linked here:

Proposed Staff	3
Project Approach	5
Project Timeline & Cost	7
Experience Summary	9
Full Resumes	11

Additional proposed tasks are noted in italics on page 6.



MAKERS



Julie Bassuk, AICP
Partner-in-Charge

Julie is a certified planner with over 25 years of experience leading and facilitating complex visioning, planning, and investment projects. Julie focuses on building and supporting great teams, effective coordination and collaboration with her clients, and delivering high quality products on time and under budget. She is an expert facilitator and enjoys engaging diverse stakeholders, including community-based organizations, staff, elected officials, and business interests.

Key Project Experience

- Marine Trades Area Land Use Planning, Port of Bellingham, WA
- Central Waterfront Marine Trades Area Master Plan, Port of Port Angeles, WA
- Strategic Investment Plan, Port of Astoria, OR
- Strategic Business Plan, Comprehensive Scheme of Harbor Improvements, and Master Plan, Port of Longview, WA
- Austin Point Dockside Infrastructure Plan, Port of Woodland, WA
- Historic Waterfront District Master Plan, Port of Kennewick, WA



Rachel Miller
Project Manager

Rachel has 14 years of experience leading equitable, multidisciplinary community and urban design planning efforts. She is adept at using urban design to solve multiple challenges simultaneously and distilling complex information into actionable plans. She strategizes and leads meaningful community engagement processes and has analyzed, problem-solved, and produced reports for over 50 projects. As an urban designer and planner, she actively listens to communities to understand their assets and co-create culturally appropriate designs and plans.

Key Project Experience

- Port of Anacortes Cap Sante Marina North Basin Concept Plan, Anacortes, WA
- Port of Edmonds Visual Impacts Analysis, Edmonds, WA
- Marysville Downtown Master Plan, Marysville, WA
- HUD Disaster Mitigation Guidebook
- Northeast Fisheries Science Center Facilities Strategic Plan, Monterey Bay, CA

MAKERS' partners don't sit on the sidelines.

Julie will actively participate in each critical step and be present at all key meetings.

As the project manager, Rachel will be the primary point of contact for the Port of Astoria.

Rachel has played a similar role in multiple land use planning projects that promote operational efficiency, economic vitality, and community involvement.

PBS



Hod Wells, PE, LEED AP, ENV SP Structural and Marine Engineering Consultant

Hod Wells is a versatile engineer and project manager with 31 years of experience in structural and civil engineering, with a specialty in Oregon Coast and Columbia River marine engineering. His maritime experience includes the design of floating and fixed docks, piers, and wharves; planning-level engineering and estimating in support of strategic business plans and capital improvement plans; rehabilitation of marine structures; design of buildings and utility infrastructure; and project management.

Key Project Experience

- » Boatyard Feasibility Study, Port of Astoria, OR
- » 17th Street Dock Reconstruction, Astoria, OR
- » Work Pier Rehabilitation, City of Warrenton, OR

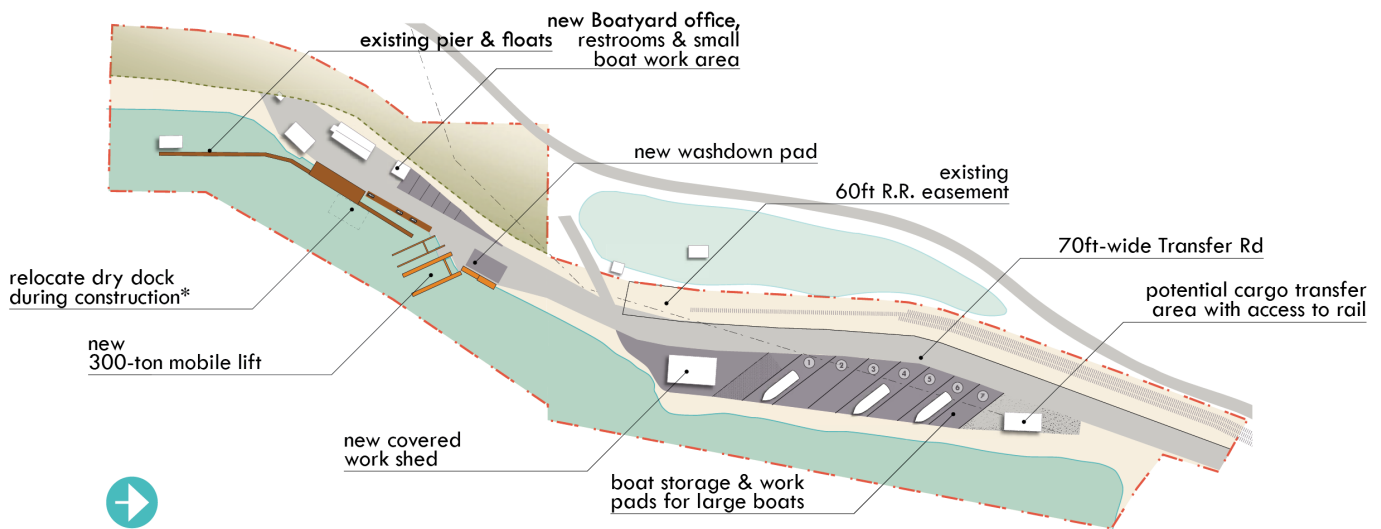


Richard Boyle, PE Sr. Water Resources and Civil Engineer

Richard Boyle is an accomplished professional engineer with 30 years of experience in management, design, and construction administration of public and private infrastructure improvements. As a Senior Water Resources and Civil Engineer, Richard is responsible for the investigation, analysis, design, and construction management of site civil, water, sanitary sewer, and surface water improvement projects. Richard is proficient in working with multi-discipline teams to effectively deliver site civil, surface water management, treatment, and quantity control designs in support of site development projects.

Key Project Experience

- » Near Space Corporation Hangar Expansion, Port of Tillamook, OR
- » US101 at Asbury Creek, ODOT, Arch Cape, OR
- » Indian Creek Stormwater Facility, City of Longview, WA



Port of Toledo Boatyard Master Plan.

Project Approach

Our team will work closely with the Port to develop a vision, master plan, and feasible investment strategy for the Boatyard. MAKERS approach, refined over decades of experience completing plans for industrial waterfronts and pacific northwest ports, will emphasize the following:

Leverage assets

The Boatyard Master Plan is a much-needed effort to ensure the Port can accommodate the long-term needs of Astoria's maritime community. MAKERS will focus on leveraging existing assets to create functional, efficient, and safe work spaces. Our team will ensure the plan addresses site constraints, including infrastructure reuse challenges, circulation and parking, habitat enhancement, etc.

Build a sense of shared ownership

This project site is of interest to multiple waterfront stakeholders, business owners, and key partners. As visioning activities commence, MAKERS will incorporate this input and expand the stakeholder list. Our team will creatively engage the port community and the public to build support for the project and help generate support for implementation.

Be more than a site plan

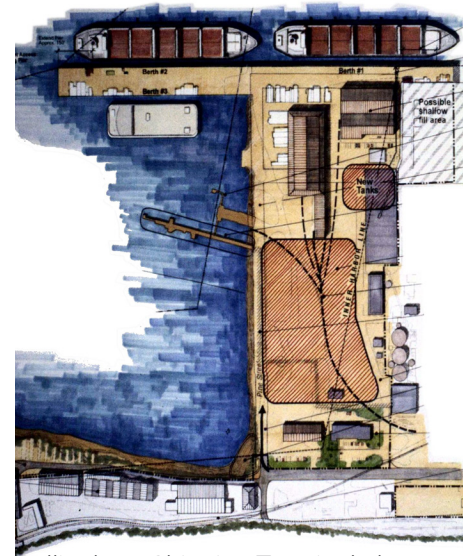
MAKERS will ensure site development decisions are aligned with economic trends and market realities, work within the Port's budget, and take advantage of funding opportunities. Our products are buildable plans that outline how improvements can be funded and constructed. Such a strategy starts with realistic cost estimates and funding source analysis. We'll identify a phasing program that can be implemented incrementally and coordinate with existing operations.

Be flexible

Finally, Boatyard planning will depend on shifting markets and unexpected opportunities. We will work with the Port to include contingency plans or alternate courses of action to account for and anticipate changing future conditions.

Work Plan

Our proposed work plan groups tasks from the Port's RFP into four key phases and is described on the following page. This time-tested process has been refined after leading many similar industrial waterfront master plans. Given space constraints, we've summarized the Port's thoughtful Scope of Requested Services but have not restated all details here. That said, there are a few areas where our experience suggests a slight variation from the RFP. *These are noted in italics.*



Bellingham Shipping Terminal plan.



The Port of Port Angeles Central Waterfront Master Plan expanded the travel lift dock and added marine repair buildings.

Phase 1: Initiation & Kick-Off

Collaborate with the Port's project team to **initiate the project**, clarify work plan and timeline, identify internal and external stakeholders and checkpoints, and confirm communication protocols. Prepare and conduct project **kick-off meeting** to clarify goals, introduce the work plan, and discuss key opportunities and constraints. Develop an **engagement strategy** with input from the kick-off. *We recommend covering internal communication protocols, committee participation, and community engagement strategies in one memo.*

Phase 2: Existing Conditions

Review background data and **conduct interviews** with key stakeholders to evaluate current and future functional needs. Document existing conditions, assess space allocation, and functional efficiency during **facility tours**. Prepare and conduct a **vision charrette** to:

- Review draft findings and proposed efficiency recommendations
- Envision ideal site configuration and work flows to support Port goals and future growth
- Explore opportunities to utilize existing assets and expand connectivity with adjacent areas

PBS will summarize key existing conditions in a **background memo** and MAKERS will summarize planning drivers and visioning workshop outcomes in a **milestone briefing**. This is an important checkpoint to convey key findings and confirm Phase 3 direction.

Phase 3: Alternative Concepts

Draft concepts to explore the operational, cost, and implementation considerations of different approaches to meet projected needs. Gather feedback from key stakeholders and the community. Review concepts, discuss advantages and disadvantages, and identify the preferred direction. *Confirm the **preferred plan and draft implementation strategy** at a **milestone briefing**.*

Phase 4: Master Plan

Compile key project outcomes, recommended actions, and the implementation strategy into a **draft report**. Present recommendations in a **final briefing** and incorporate feedback into a **final plan**.

Please note, we are not proposing to complete Optional Task 10, but will set the Master Plan up to support development of a larger lift when demand warrants.

Phase 1 Deliverables

- » Kick-off briefing
- » Engagement Plan (*includes Project Management Memo contents*)

Phase 2 Deliverables

- » Background Memo
- » Vision charrette
- » Milestone briefing

Phase 3 Deliverables

- » Alternative concepts
- » Preferred Plan and Draft Implementation Strategy
- » Milestone briefing

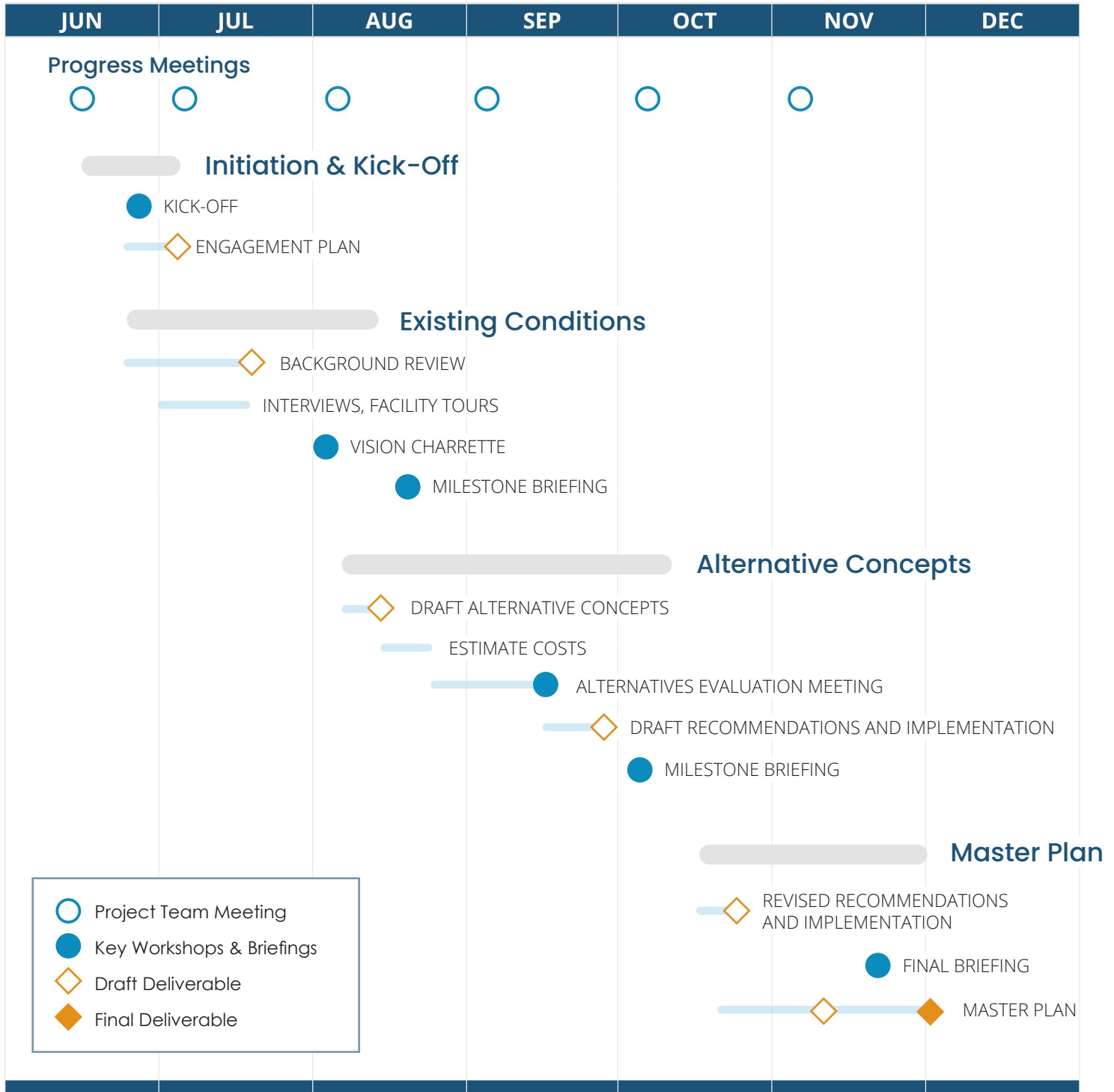
Phase 4 Deliverables

- » Revised Preferred Plan and Implementation Strategy
- » Draft and final Master Plan
- » Final briefing

Project Timeline and Cost

Schedule

Our suggested timeline outlines an initial approach to developing the Port of Astoria Boatyard Master Plan by November, 2023. This is intended as a starting point for discussion and can be tailored as needed.



Project Cost

Our suggested budget for this project is outlined below. Suggested scope modifications and optional task are in italics. We are happy to refine this estimate if needed to align with the Port's priorities.

		Partner-in-Charge	Project Manager	Planning Support	
		2023 billing rate	\$235	\$185	\$135
Initiation and Kick-off					\$12,685
1	Project Management	6	24	12	\$7,470
2	Engagement Strategy <i>and Management Memo</i>	1	4	6	\$1,785
3	Kickoff Meeting	6	8	4	\$3,430
Existing Conditions					\$18,490
4	Site Tour, Interviews, Background Memo (prepared by PBS)	6	22	24	\$8,720
5	Vision Charrette	2	24	36	\$9,770
Alternative Concepts					\$16,440
6	Alternative Concepts <i>and Evaluation Meeting</i>	2	32	48	\$12,870
7	Alternative Refinement	2	8	12	\$3,570
Master Plan					\$ 20,780
8	Revised Preferred Plan and Implementation Strategies	2	6	4	\$2,120
9	Draft Master Plan	4	40	50	\$15,090
10	Final Master Plan	2	8	12	\$3,570
Supplemental Expenses					\$21,350
MAKERS travel and miscellaneous					\$1,350
PBS (civil and marine structures existing conditions memo, concept collaboration, costing)					\$20,000
TOTAL COST					\$89,745
Optional Tasks					\$26,310
<i>Milestone Briefings (3 recommended at the end of Phases 2, 3, and 4)</i>		6	36	24	\$11,310
<i>Additional technical analysis or detailed market study, as needed</i>					\$15,000
TOTAL COST WITH OPTIONAL TASKS					\$116,055

Experience Summary

MAKERS has routinely completed the following services required for the Port's Boatyard Master Plan:

- A. Industrial Waterfront Land Use Planning
- B. Design Concepts and Alternative Analysis
- C. Public Outreach and/or Stakeholder Coordination
- D. Implementation Strategy

The table below summarizes our relevant port planning projects with the components highlighted above. The first four projects are spotlighted on the following pages with the information requested in the RFP.

MAKERS' PROJECT EXPERIENCE	A	B	C	D
Marine Trades Area Land Use Planning, Port of Bellingham	●	●	●	●
Strategic Business and Capital Investment Plan, Port of Toledo	●	●	●	●
Marine Terminals Master Plan, Port of Everett	●	●	●	
Austin Point Dockside Infrastructure Plan, Port of Woodland		●	●	●
Central Waterfront Marine Trades Area Master Plan, Port of Port Angeles	●	●	●	●
Marine Terminal and Boat Basin Subarea Plan, Port of Pasco	●	●	●	●
Strategic Business and Capital Investment Plan, Port of Astoria	●	●	●	●
Marine Terminals Land Use Planning, Port of Anacortes	●	●	●	●

Previous Planning Projects

Marine Trades Area Land Use Planning

PORT OF BELLINGHAM

MAKERS is developing a plan for the Port of Bellingham's Marine Trades Area (MTA), following completion in 2019 of the Waterfront District Subarea Plan and further district development. The current MTA footprint will soon expand to support three surrounding clean-up efforts with the Washington Department of Ecology. MAKERS is leading a team to assess conditions on-site and understand impacts of the clean-up efforts. The team is exploring development options to create a plan for infrastructure, transportation, and commerce within the MTA.

Reference

Greg McHenry, Senior Planning Analyst
 (360) 676-2500, Ext. 331
 2022 - ongoing
 \$150,000



Port of Bellingham land use charrette.

Strategic Business and Capital Investment Plan

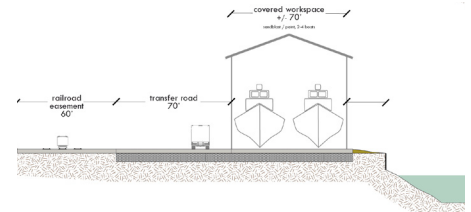
PORT OF TOLEDO

After assisting the Port with their 2013 plan - which facilitated major infrastructure investments, and job growth - the Port hired MAKERS to update the plan in 2018. The update included in-depth stakeholder interviews, site visits, and close coordination with staff led to an actionable plan that was adopted in September 2018.

The plan supports continued expansion of Port facilities, employment opportunities, marine trades education, and community outreach. It is informed by a review of the Port's existing facilities and ongoing projects, market conditions, and economic development opportunities. The Port relies heavily on grant funding, and the Plan provides the details necessary for competitive applications. Key recommended capital investments will enable year-round service capabilities at the Boatyard.

Reference

Bud Shoemake, Port Manager
(541) 336-5207
2012-2013, 2017-2018
\$20,000, \$32,000



Boatyard capital investments section.

Marine Terminals Master Plan

PORT OF EVERETT

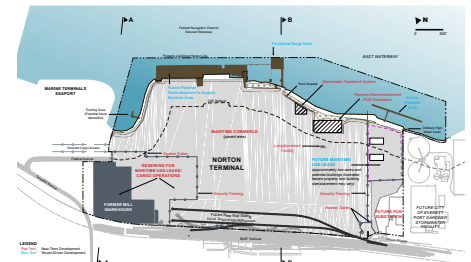
MAKERS helped the Port of Everett develop a long-term plan for its Marine Terminals. The primary challenge was to provide a proper medium for stakeholders to submit concerns and appropriately address them while meeting the Port's economic development and waterfront industrial property use goals. Primary outreach efforts included:

- Community survey mailers
- Newsletter updates
- Focus group workshops with key stakeholders
- Open house/community meetings
- Commission presentations

Since adoption of the Master Plan, the Port of Everett acquired the industrial property to the east and MAKERS assisted the Port in updating the plan to include the new Norton Terminal.

Reference

Laura Gurley, Planner
(425) 388-0720
2006, 2020-2021
\$68,000, \$27,000



Port of Everett Norton Terminal plan.

Austin Point Dockside Infrastructure Plan

PORT OF WOODLAND

MAKERS led public engagement and public access concept planning efforts as a part of a team assessing the feasibility of a shipping terminal at the Port of Woodland's Austin Point property. Understanding the critical role industry of representatives, the community, the Cowlitz Indian Tribe, and other stakeholders in this assessment, MAKERS developed a robust public engagement plan and mounted an extensive stakeholder outreach effort to guide project design and attract development partners and future tenants.

Reference

Jennifer Keene, Executive Director
(360) 225-6555
2021-2022
\$130,000

Appendix: Team Resumes

MAKERS

Julie Bassuk

Rachel Miller

Beth Batchelder

Ian Crozier

PBS Engineering

Hod Wells

Richard Boyle



Julie Bassuk AICP

Partner

Julie is a certified planner with over 25 years of experience leading and facilitating complex planning and visioning projects. She regularly helps distill complex information into succinct and effective documents, such as her work on the Port of Anacortes North and West Basin Plan, South Whidbey's Strategic Plan, Port Angeles's Harbor Resources Master Plan, and Washington Department of Fish and Wildlife's Your Marine Waterfront Guidebook.

Julie enjoys helping organizations and communities envision and realize their goals. Whether it's accommodating growth, transforming neighborhoods, or getting the most out of our waterfront, Julie believes in creating quality environments that work. Her experience is diverse, with a focus on neighborhood and facility planning for Port Districts, Cities, and Federal Agencies.

Experience

MAKERS, 25 years
Other, 3 years

Education

Commercial Real Estate
Certificate, University of
Washington, 2003

Bachelor of Arts,
Liberal Arts Honors Program,
Urban Studies;
University of Texas, 1996

Professional

Seattle Design Commission
past chair

American Institute of
Certified Planners

Select Awards & Presentations

Coconino County JLUS Arizona
APA Award
2019 Honorable Mention
Regional or General or
Comprehensive Plan

Tempe Facilities Master Plan
Arizona APA Award
2019 Honorable Mention
Master Plan/Project/Study

Port and Waterfront Plans

- Marine Trades Area Land Use Planning, Port of Bellingham, WA
- Austin Point Dockside Infrastructure Plan, Port of Woodland, WA
- Strategic Investment Plan, Port of Astoria, WA
- Strategic Business Plan, Comprehensive Scheme of Harbor Improvements, and Master Plan, Port of Longview, WA
- Historic Waterfront District Master Plan, Kennewick, WA
- Marine Terminals Master Plan Addendum, Port of Everett, WA
- Central Waterfront Master Plan, Port of Port Angeles, WA
- Marina Master Plan, City of Oak Harbor, WA
- Marine Facilities Master Plan, Port of Port Angeles, WA
- Clover Island Master Plan, Port of Kennewick, WA
- North and West Basin Concept Plan, Port of Anacortes, WA
- Strategic Plan and Comprehensive Scheme, Port of South Whidbey Island, WA
- Waterfront Plan, Port of Friday Harbor, WA
- Harbor Resource Management Plan and Shoreline Master Program, City of Port Angeles, WA
- Comprehensive Plan Update, Port of Anacortes, WA
- Boat Haven Design, Port of Port Townsend, WA
- Comprehensive Plan, Port of Silverdale, WA
- Marine Terminals Master Plan, Port of Everett, WA
- Marina Area Parking Management Plan, City of Westport, WA
- Cruise/Container Terminal EIS Graphics, Port of Seattle, WA
- Fishermen's Terminal Uplands Plan, Port of Seattle, WA
- Terminal 91 Conceptual Land Use Plan, Port of Seattle, WA
- US Coast Guard Integrated Support Center Seattle Relocation Study, Port of Seattle, WA
- Terminal 91 Facilities Plan, Port of Seattle, WA
- Waterfront Plan Phase I, City & Bureau of Juneau, AK
- Boat Haven Master Plan, Port of Anacortes, WA
- Public Access Plan, Port of Anacortes, WA
- Strategic Investment Plan, Port of Astoria, OR
- Marine Terminals Master Plan, Port of Everett, WA



Rachel Miller AICP

Senior Associate

Rachel leads MAKERS' multidisciplinary subarea and equitable planning work. As an urban designer and planner, she enhances communities' understanding of themselves and their place through context-sensitive and culturally appropriate plans. She applies strong community engagement, facilitation, analysis, project management, graphics, and interpersonal skills to help communities understand their options and realize their visions.

Experience

14 years

Education

Master of Urban Design and Planning, University of Washington, 2011

Master of Landscape Architecture, University of Washington, 2011

Urban Design Certificate, University of Washington, 2011

Bachelor of Science, Architecture, Geography minor, Ohio State University, 2003

Professional

UW Urban Design and Planning Professionals Council Chair, 2016-2017

Port and Waterfront Plans

- Cap Sante Marina North Basin Concept Plan, Port of Anacortes, WA
- Visual Impacts Analysis, Port of Edmonds, WA
- Marysville Downtown Master Plan, Marysville, WA
- Aberdeen Comprehensive Plan, Aberdeen, WA
- Naval Base Kitsap & Naval Magazine Indian Island Joint Land Use Study, Kitsap County, WA
- Harbor Resources Management Plan, Port Angeles, WA
- Brownfields Community Planning, Everett, WA
- Central Waterfront Planning, Everett, WA

Other Project Experience

- HUD Site Planning Disaster Mitigation Guidebook
- Olympia Capital Mall Triangle Subarea Plan, Olympia, WA
- Los Padrinos Facilities Master Plan, Los Angeles County, CA
- Auburn and Boulevard Park Community Plans, Burien, WA
- Canyon Park Subarea Plan, Bothell, WA
- Kerby/Albina Municipal Service Center Master and Implementation Planning, City of Portland, OR
- Martin Way Corridor Study, Lacey, WA
- Olympia Downtown Strategy, Olympia, WA
- Quil Ceda Village Site Plan, Tulalip, WA
- Northeast Fisheries Science Center Facilities Strategic Plan, Monterey Bay, CA

Publications and Presentations

- Judkins Park: Connecting People and Places, Walkable WA Symposium, 2017
- Achieving Social Equity around Light Rail Mobile Workshop, APA National Conference, 2015
- Measuring Urban Design and Social Equity, Walkable WA Symposium, 2015 and APA WA Conference, 2013
- West African Immigrants' Hybrid Spaces and Identities in Rainier Valley, Seattle in *Transcultural Cities: Border-Crossing and Placemaking*. Edited by Jeffrey Hou, Routledge, 2013



Beth Batchelder

Associate 2 Planner/Landscape Designer

Beth's organized and efficient project management approach delivers successful results for clients on complex projects with multiple stakeholders and committees. A trained landscape designer and planner, Beth tackles challenges and opportunities with tenacity and a steadfast nature. She is an effective facilitator, skilled at engaging stakeholders and community members to find creative solutions to complex challenges through active dialogue. With a positive attitude and great sense of humor, Beth has developed productive relationships with clients and industry partners.

Experience

MAKERS, 5 years
Other, 13 years

Education

Master of Ecological Landscape Design, The Conway School, 2015

Bachelor of Arts, Music Education, Western Washington University, 2003

Professional

Flying House Productions, Board of Directors, 2020-2021, 2022-2023

Select Awards & Presentations

Coconino County JLUS Arizona APA Award 2019 Honorable Mention Regional or General or Comprehensive Plan

Port and Waterfront Plans

- Marine Trades Area Planning, Port of Bellingham, WA
- Lakebay Marina Feasibility Study, Lakebay, WA
- Strategic Business Plan, Port of Longview, WA
- Austin Point Dockside Infrastructure Plan, Port of Woodland, WA
- Historic Waterfront District Master Plan, Port of Kennewick, WA
- Marine Terminals Master Plan, Port of Everett, WA

Other Project Experience

- Site Planning for Disaster Mitigation Guidebook, US Department of Housing and Urban Development
- Capital Facilities Plan, Lacey, WA
- Seattle Public Utilities Drainage and Wastewater Vision Plan, Seattle, WA
- Coconino Joint Land Use Study, Coconino County, AZ
- Pacific Hospital PDA Buildings Reuse and Assessment Predevelopment Activities, Seattle, WA
- HUD Site Planning Disaster Mitigation Guidebook
- Los Padrinos Facilities Master Plan, Los Angeles County, CA
- Facilities Needs Assessment, Post Falls, ID
- Facilities Needs Study & Master Plan, Auburn, WA
- Citywide Space Planning Study, Portland, OR
- Government Center Plan, Fife, WA
- Utilities Operations and Maintenance Facilities Plan, Bellevue, WA
- San Juan County Public Works Operations Master Plan, San Juan County, WA
- Washington State Housing Authority Technical Assistance, Washington State
- Washington State Guidebook on Military & Community Compatibility, Washington State
- Delta Park Master Plan, Chicopee, MA *
- Wetland Mitigation Plan, Sammamish, WA *
- Portland Pollinator Vision Plan, Portland, ME *
- Backyard Conservation Forest Plan, Sammamish, WA *

* Prior to MAKERS



Ian Crozier AICP

Associate Planner

Ian brings relentless curiosity, creative strategic thinking, and a commitment to quality work to his projects at MAKERS. Skilled in technical writing, quantitative analysis, cartography, and public engagement, Ian has worked in both MAKERS' community planning and municipal facilities planning lines of business, with a special interest in zoning reform and addressing housing scarcity. In his work Ian strives to empower stakeholders to approach complex problems by presenting issues at stake in clear, relatable terms.

Prior to joining MAKERS Ian completed degree programs in International Affairs and Urban Planning and served as a Peace Corps volunteer working to build literacy and community institutions in rural Paraguay. While studying urban planning at the University of Washington, Ian traveled to Copenhagen, Denmark, to study vernacular multi-family housing types. His experience abroad helps him tackle planning problems with an open mind and first principles approach.

Experience

5 years

Education

Master of Urban Planning,
University of Washington, 2017

Bachelor of Arts, International
Affairs, Lewis & Clark College,
2003

Professional

AICP, #32157

Teaching Artist, Seattle
Architecture Foundation
2017-2020

Peace Corps Volunteer,
Paraguay 2011-2013

Facilities & Strategic Planning

- Tempe Facilities Master Plan, Tempe, AZ
- Redmond Facilities Strategic Management Plan, City of Redmond, WA
- Maintenance and Operations Center Plan, City of Redmond, WA
- Kerby/Albina Municipal Service Center Master and Implementation Planning, City of Portland, OR
- Community Engagement Strategic Plan, Burien, WA *

Community Planning

- Ambaum and Boulevard Park Community Plans, Burien, WA
- Comprehensive Plan, Aberdeen, WA
- Rainier/Grady Subarea Plan, Renton, WA
- Housing Action Plan Code Phase 1 Updates, Spokane, WA
- Canyon Park Subarea Plan, Bothell, WA
- Marysville Downtown Master Plan, Marysville, WA
- South University District Subarea Plan, Spokane, WA
- Housing Action Plan, SeaTac, WA
- Housing Action Plan, Federal Way, WA
- Housing Action Plan, Puyallup, WA
- Comprehensive Plan & Housing Action Plan, Moses Lake, WA
- Housing Action Plan Guidebook, Dept. of Commerce, WA
- Delridge Triangle Community Redesign, Seattle WA
- Cross-Corridor Light Rail Study, Snohomish County, WA
- Southwest Urban Growth Area Boundary Planning Study, Snohomish County WA
- U District Mobility Plan, Seattle, WA

* Prior to MAKERS

Hod Wells PE, LEED AP, ENV SP

Role on Project: Structural and Marine Engineering Consultant



Hod Wells is a versatile engineer and project manager with 31 years of experience in structural and civil engineering, with a specialty in Oregon Coast and Columbia River marine engineering. His maritime experience includes the design of floating and fixed docks, piers, and wharves; planning-level engineering and estimating in support of strategic business plans and capital improvement plans; rehabilitation of marine structures; design of buildings and utility infrastructure; and project management.

RELEVANT PROJECT EXPERIENCE

Boatyard Feasibility Study, Port of Astoria, Astoria, Oregon. Project manager for the preparation of concept-level site plans and construction cost estimates to support the Port's boatyard feasibility study. The study included eight major projects with estimated capital costs of more than \$50 million. The projects include new boatyard support buildings, a haul-out pier, and reconstruction of two deteriorating marine structures.

17th Street Dock Reconstruction, Astoria, Oregon. Project manager for the design of a replacement for an aging public dock for the City of Astoria. The multipurpose dock is homeport to two 210-foot-long U.S. Coast Guard medium-endurance cutters, the Steadfast and the Alert. The dock is also home to the historic lightship Columbia, an exhibit that is part of the adjacent Columbia River Maritime Museum. The dock also serves sternwheeler-type Columbia River tour boats and small pleasure craft. Responsibilities included project management of the multidisciplinary consulting team that provided civil, structural, electrical, and mechanical engineering; surveying; permitting; and construction management and public involvement services.

Work Pier Rehabilitation, City of Warrenton, Warrenton, Oregon. Engineer of Record for the rehabilitation of the City of Warrenton's work pier at the municipal marina. The timber structure had been expanded over the years and was operating under a reduced load rating when the City undertook a comprehensive condition assessment and rehabilitation program to restore the pier to full operational load-carrying capacity. PBS completed the second and third phases of the rehabilitation design, prepared contract documents and environmental permits, and is managing construction for the City. Repairs included new piling, pile caps, stringers, abutment, and decking.

Boatyard Improvements and Haul-out Pier, Toledo, Oregon. Project manager for the program refinement, final design, and construction services related to the construction of a new boat haul-out pier for the Port of Toledo. The Port's boatyard services Pacific fishing fleet vessels with lengths up to 120 feet. The facility consists of twin 120-foot-long, steel pile-supported concrete finger piers with a pile-supported turning apron. The pier supports a 600-metric-ton-capacity mobile boat hauler, which was a significant upgrade to their existing 80-ton hauler. Construction of the new pier enabled the Port to drastically increase its capacity for servicing large vessels, and allowed for the decommissioning of the existing floating dry dock.

Strategic Business Plan, Port of Toledo, Toledo, Oregon. Engineer responsible for supporting the Port of Toledo's planning efforts for their boatyard and industrial park. Services included preliminary scoping and layout of improvements and preparation of cost estimates.

EXPERIENCE

31 Years

TENURE AT PBS

4 Years

EDUCATION

BS Mechanical Engineering, University of Notre Dame

ACCREDITATION

Professional Civil Engineer, OR #48114, WA #44034, CA #C070237

Envision Sustainability Professional

LEED Accredited Professional

ASSOCIATIONS

Professional Engineers of Oregon

Structural Engineers Association of Oregon

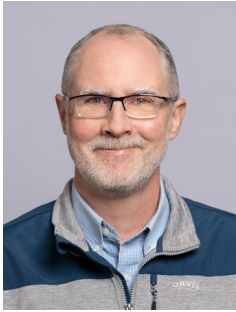
American Institute of Steel Construction

Institute for Sustainable Infrastructure

American Concrete Institute

Richard Boyle PE

Sr. Water Resources and Civil Engineer



Richard Boyle is an accomplished professional engineer with 30 years of experience in management, design, and construction administration of public and private infrastructure improvements. As a Senior Water Resources and Civil Engineer, Richard is responsible for the investigation, analysis, design, and construction management of site civil, water, sanitary sewer, and surface water improvement projects. Richard is proficient in working with multi-discipline teams to effectively deliver site civil, surface water management, treatment, and quantity control designs in support of site development projects.

RELEVANT PROJECT EXPERIENCE

EXPERIENCE

30 Years

TENURE AT PBS

2 Years

EDUCATION

Civil & Water Resources Engineering, Portland State University

Planning, Public Policy & Management, University of Oregon

ACCREDITATION

Professional Civil Engineer, Oregon #72882PE

ASSOCIATIONS

American Society of Civil Engineers, American Public Works Association

Water Environment Federation

Northwest Regional Floodplain Management Association

River Restoration Northwest

Near Space Corporation Hangar Expansion, Port of Tillamook, Oregon. PBS is currently providing engineering services to support a building expansion for this Port tenant. This work includes grading, utility, and civil design services to meet National Environmental Policy Requirements. Site challenges include proximity to the floodplain, a flat site, low permeability of soils and copious amounts of fill previously deposited on the site. PBS completed the stormwater design and stormwater management plan for the facility which includes subsurface vaults that provide detention to meet discharge requirements.

US101 at Asbury Creek, Oregon Department of Transportation, Arch Cape, Oregon. Hydraulic design lead for the replacement of a fish passage barrier culvert crossing of US101. Project services require coordination with regulatory agencies (Oregon Department of Fish and Wildlife, National Marine Fisheries Service, US Army Corps of Engineers) to determine the manner of restoring fish passage. Project focus is on replacing the culvert with a bridge, restoring fish passage, and providing long term stream complexity, roughness, and stability.

Indian Creek Stormwater Facility, City of Longview, Longview, Washington. Deputy project manager and hydrologic and hydraulic design lead for this fish passage barrier removal and flood mitigation project. Performed hydrologic and hydraulic analysis of the Indian Creek drainage and conveyance system identifying the location and extent of flooding resulting from the removal of the fish passage barrier. Completed a constructability and cost analysis to optimize conveyance and storage improvements to restore fish passage while providing flood protection along the conveyance system.

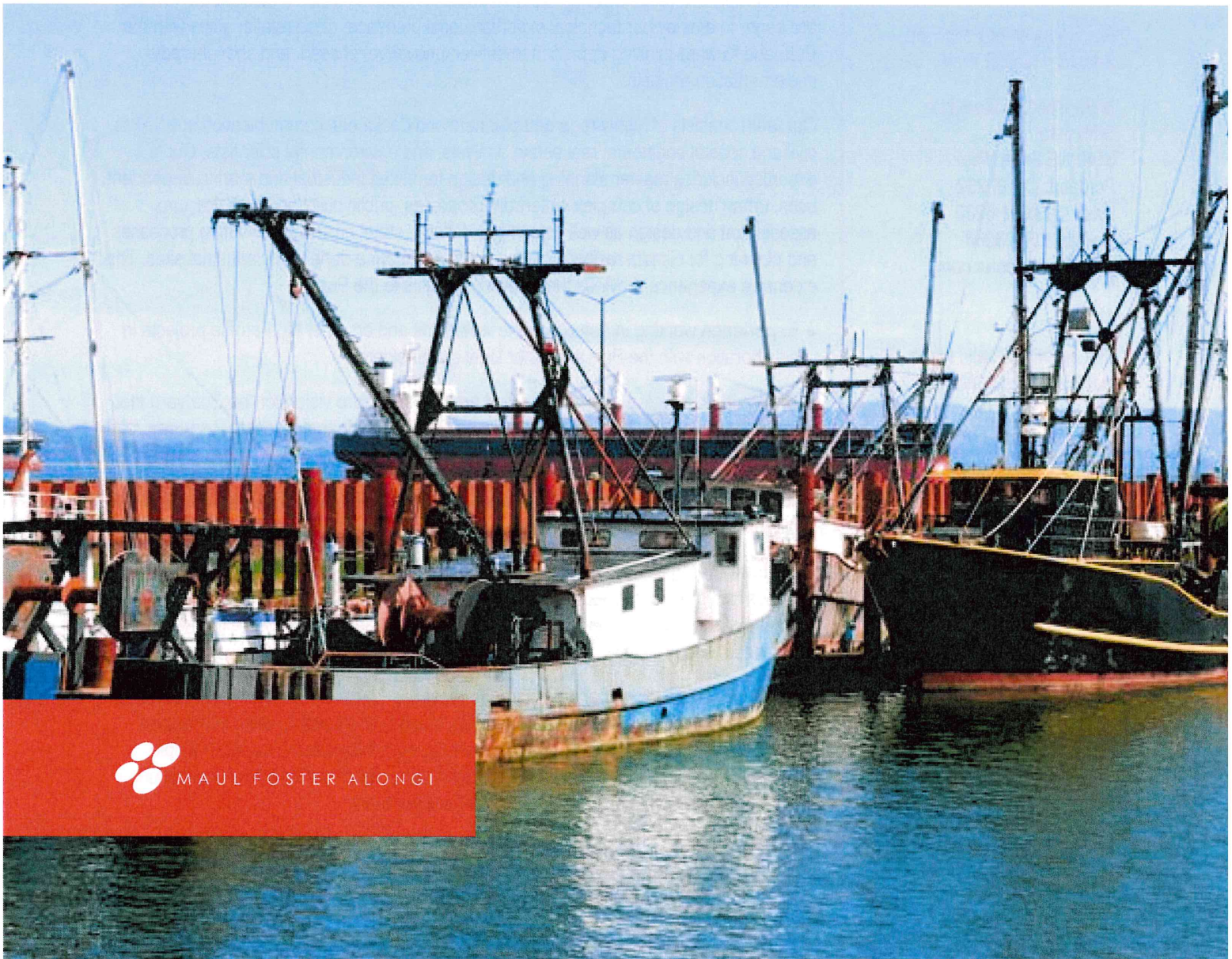
Delfel Road Realignment and Intersection Improvements, Clark County, Washington. Fish passage design lead for the PBS team selected by Clark County to support the design of the Delfel Road Realignment project. The PBS team provides structural engineering, geotechnical engineering, hydrology and hydraulic engineering, fish passage design engineering, landscape architecture, public involvement support, and traffic engineering/roundabout design review.

Storm Water Real Time Control, Clean Water Services, Washington County, Oregon. Project management, design, and operation of surface water real time control systems for advanced performance of surface water treatment, detention, and retention facilities.

Port of Astoria

Boatyard Master Plan

May 12, 2023



MAUL FOSTER ALONGI

May 12, 2023

Port of Astoria Boatyard Master Plan

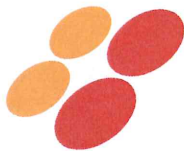
To: Matt McGrath,
Deputy Director
Port of Astoria
422 Gateway Avenue,
Suite 100
Astoria, OR 97103

**Re: Request for Proposals—
Boatyard Master Plan**

Main Point of Contact:

Seth Otto
3140 NE Broadway
Portland, OR 97232
Desk: 503.501.5230
Cell: 503.577.3268
sotto@maulfoster.com

The bid will be valid for six (6)
months after submission.



MAUL
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Dear Matt McGrath:

Maul Foster & Alongi, Inc. (MFA), has assembled a qualified team of professionals to partner with the Port Astoria (Port) to complete a master planning process for the Port's Pier 3 Boatyard property in Astoria, Oregon. The combined expertise of our MFA team, with subject area experts from KPFF Consulting Engineers and Cascara Land Design, is specifically tailored to develop creative and actionable solutions to assist the Port. We are eager to employ our technical expertise, local presence, close relationships with the Port, and forward-thinking approach to deliver innovative, phased, and shovel-ready implementation projects.

Our team consists of highly regarded planners and designers, communication specialists, civil and coastal engineers, real estate analysts, and environmental scientists. Our expertise includes master planning and design for mixed industrial and marine-dependent uses, urban design of complex waterfront properties, public utility and infrastructure assessment and design as well as complex federal, state, and local permitting processes and planning for climate resiliency in the context of marine-dependent industrial sites. This extensive experience provides the following benefits to the Port:

- **Experience** working in Astoria on the waterfront and on other high-profile projects in collaboration with the Port and other local stakeholders.
- **Creativity** to develop a compelling and appropriate future vision for the Boatyard that meets multiple objectives and provides the Port with a clear, actionable long-term road map for implementation.
- **Knowledge** of the port and marine industry and experience supporting ports' strategic planning and public engagement efforts around marine trades industrial sites.
- **Understanding** of market trends, infrastructure design, regional climate resiliency issues and practices including planning, designing, permitting, and developing industrial site improvements near critical shoreline areas to help create innovative, balanced, and protective solutions.

The MFA team is available and prepared to meet the Port's identified project needs and is also positioned to assist with future funding, design, engineering, and construction phases. We will work collaboratively to ensure smooth integration between multiple overlapping projects on the Astoria waterfront. Please reach out if you have questions about our qualifications or would like to interview our team.

Sincerely,

Maul Foster & Alongi, Inc.

Seth Otto, AICP, LEED AP
Project Manager, Principal Planner

Erik Bakkom, PE
Principal in Charge

1. Project Experience

Who We Are and What We Do

We assist clients as they successfully manage the risks and opportunities associated with challenging projects including site development, facility management, and complex environmental challenges.



MAUL
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Maul Foster & Alongi, Inc. (MFA), is an integrated planning, engineering, environmental science, public involvement, and GIS consulting firm specializing in the revitalization of underperforming, constrained properties from downtowns to waterfronts to industrial areas. Founded in 1996, we provide clients with a one-stop shop that includes creating a future-use vision, preparing planning documents, and design and construction oversight. MFA offers creative and award-winning professional services to clients representing diverse industries and municipal sectors. MFA employees exceed our clients' expectations and deliver our work on time and on budget. We know that our success is directly tied to our clients' achievements, and the responsibility for facilitating those achievements motivates our MFA team both individually and collectively.

We have partnered with these subconsultants to bring a multidisciplinary team tailored to the project needs. We also have relationships with a broad range of professional service firms that can supplement this team and provide additional technical services as the project evolves.



KPFF Consulting Engineers Founded in 1960, KPFF provides civil engineering, structural engineering, and survey services for projects of all scales. KPFF has 22 locations with over 1,300 employees, including more than 190 professionals in their Oregon offices. From Astoria to Coos Bay, KPFF has provided civil engineering services for over 75 projects along the Oregon Coast and for multiple Port clients, including the recent Port of Astoria Waterfront Master Plan and several projects ongoing with the Port of Astoria. KPFF engineers have expertise in the climatic and seismic conditions along the coast that affect site selection and development. KPFF's experience at the Oregon Coast has given the firm insight into the process of improving public infrastructure, the authorities having jurisdiction, and the associated permitting issues involved. They have completed master plans of all scales and are prepared to support the Port of Astoria's Pier 3 expansion.

Why the MFA Team?



Integration of Different Services

Our team provides an integrated, multidisciplinary full-service option for the Port for creative and practical master planning, outreach, and design.



Current Insight

We have current insight into the opportunities and constraints at Pier 3 through our collective experience working with the Port and their tenants on the Astoria Waterfront.



Waterfront and Marine Trade Experience

Our team is familiar with the unique aspects of planning and designing around complex waterfront properties for marine-dependent industrial clients and operators.



Cascara Land Design is a landscape architecture and planning firm based

in Portland, Oregon, that serves a wide range of clients throughout the Pacific Northwest. Cascara offers creative, thoughtful, and feasible design solutions that assist their clients in establishing the best use of available land. Cascara's experience developing strong connections between people and places, movement and urban form, and nature and the built environment enables it to generate solutions that have a lasting positive impact on the communities it serves.

Relevant Project Experience

Port of Anacortes Cap Sante Marina Upland Redevelopment Masterplan and Design Anacortes, Washington

MFA and Cascara assisted the Port of Anacortes with visioning and master planning as it redeveloped waterfront property adjacent to the Cap Sante Marina. MFA guided a community engagement process, evaluated existing conditions, and conducted a market assessment to create redevelopment scenarios and an implementation strategy for the selected redevelopment. The redevelopment project transformed underutilized historical industrial property to provide open space, public waterfront access, and public amenities such as a boardwalk and plaza, and it expanded marina parking and commercial uses. MFA prepared the preliminary supporting infrastructure design for a scenario that was selected as part of MFA's redevelopment strategy. The selected redevelopment scenario included community, port, and commercial uses. MFA's design work included public roadway realignment; stormwater, sanitary sewer, and fire protection system utilities; grading and erosion control; and parking areas. MFA also prepared construction cost estimates for the civil design components.

Technical Service Areas: Master planning and visioning; Facilitate community engagement; Evaluate existing infrastructure; Cost estimate; Funding strategy

Owner: Port of Anacortes

Contact Person: Brenda Treadwell

Contact Person Phone Number: 360.299.1811

Contract Amount: \$180,000

Completion Date: 2020

Relevant Project Deliverables: preliminary development plans, preliminary cost estimate, entitlement and permitting analysis study, funding strategy study, communications strategy: ow.ly/3piY500mlit

Wrangell Waterfront Industrial Property Assessment and Redevelopment Study Wrangell, Alaska

MFA was hired by the City and Borough of Wrangell, Alaska, to evaluate the redevelopment potential of a former 50 acre mill and log export facility on Shoemaker Bay into a new boatyard. The engineering team evaluated the existing infrastructure, identified obstacles to redevelopment, developed a phased redevelopment strategy, and drafted opinions of probable construction costs of the phased redevelopment. The MFA team also performed an economic and market study of the boatyard development. MFA facilitated a workshop with the Borough Assembly that evaluated redevelopment options for the property.

Technical Service Areas: Master planning and visioning; Evaluate existing infrastructure; Facilitate workshop with city leaders; Cost estimate; Economic and market analysis

Owner: The City and Borough of Wrangell

Contact Person: Jeff Jabusch (retired)

Contact Person Phone Number: 907.305.0086

Contract Amount: \$87,000

Completion Date: 2016

Relevant Project Deliverables: economic and market study, conceptual development plans, cost estimates: <http://ow.ly/fJJx500mT7A>



Pictured left to right: Port of Anacortes Cap Sante Marina Upland Redevelopment Masterplan and Design, Port of Grays Harbor East Terminal 4 Site Feasibility Study

Port of Klickitat Marine Recreation Masterplan Bingen, Washington

MFA worked on a multiphased marine recreation planning project for the Port of Klickitat at its Bingen Harbor location. The first phase of the project involved inspecting and evaluating existing infrastructure including in-water structures (floats, gangways, approach aprons, pilings, and boat ramp) and upland facilities (the Bingen Harbor Park restroom, septic system, potable water system, stormwater system, and parking area). During this phase, MFA also completed a single-beam hydrographic survey of Bingen Harbor and its inlet to the Columbia River. The next phase of the project involved the planning, layout, and design of a 118-vessel recreation marina with commercial vessel moorage, transient moorage, emergency response boat houses, a pump-out station, and a fueling station.

MFA also completed the planning, layout, and design of the 126-stall parking facility (97 passenger vehicles and 29 vehicles with boat). The facility includes tie-down and ready areas to serve the existing boat launch. Pedestrian routes limit conflict with boat unloading and loading operations, the commercial vessel moorage is accessible by bus. Future phases of work will include designing a trail system around Bingen Harbor and other upland amenities.

Technical Service Areas: Master planning and visioning; Evaluate existing infrastructure; Cost estimate; Funding strategy

Owner: Port of Klickitat

Contact Person: Margie Ziegler

Contact Person Phone Number: 509.493.1655

Contract Amount: \$65,000

Completion Date: 2014

Relevant Project Deliverables: marina plan, upland recreation facility plan, cost estimates: <http://ow.ly/58OZ500IU1a>

Port of Grays Harbor East Terminal 4 Site Feasibility Study Aberdeen, Washington

The Port of Gray's Harbor purchased an approximately 55-acre vacant waterfront industrial property in the City of Aberdeen. They hired MFA to complete a feasibility study and plan for the port to put the former 55-acre State Route 520 bridge pontoon construction site back into use. This effort required a multidisciplinary examination that ensured we were able to capture the right information to inform the complete redevelopment process. The process included GIS and landscape architecture to understand the current site conditions and to plan the future site conditions, permitting and planning required to revitalize the site, communication among the consultants and port teams, environmental to better understand the current conditions and elements that would trigger different permit requirements, and engineering to sequence the phased revitalization. When the final report was completed, the Port had the guidance and planning necessary to present the options to their port commission. The commission determined the next steps to take in the process to make incremental improvements to this vacant waterfront site and bring it back into use.

Technical Service Areas: Evaluate existing infrastructure; Redevelopment analysis; Cost estimate; Funding strategy

Owner: Port of Grays Harbor

Contact Person: Randy Lewis

Contact Person Phone Number: 360.533.9513

Contract Amount: \$65,000

Completion Date: 2021

Relevant Project Deliverables: Eight phased redevelopment alternative plans, cost estimates for each plan, permitting matrix: <http://ow.ly/bfYm500IU7U>

St. Helens Waterfront Area-Wide Planning St. Helens, Oregon

MFA is assisting the City of St. Helens as it revitalizes more than 215 acres of industrial waterfront property. The city engaged MFA to perform due diligence and evaluate redevelopment potential of a former Boise Cascade veneer mill. MFA provided a full range of services to St. Helens and helped the city obtain over \$1 million for planning and technical studies for multiple phases. In 2017, MFA led a multidisciplinary planning team and was tasked with evaluating market trends, infrastructure conditions, transportation systems, and environmental concerns in the waterfront planning area. The planning process included a significant community engagement effort. MFA continues to support the city in evaluating redevelopment opportunities on several of the waterfront properties including marine-related industry on the former Cascade Tissue property and reuse of the municipal wastewater lagoon into an upland sediment disposal facility.

Technical Service Areas: Master planning and visioning; Community engagement; Evaluate existing infrastructure; Redevelopment analysis; Cost estimate; Funding strategy

Owner: City of St. Helens

Contact Person: John Walsh

Contact Person Phone Number: 503.366.8211

Contract Amount: \$250,000 (Framework plan)

Completion Date: ongoing

Relevant Project Deliverables:

Waterfront Framework Plan: https://www.sthelensoregon.gov/sites/default/files/fileattachments/administration/page/50331/cosh_framework_plan.pdf

Video: <https://vimeo.com/670032908>

Port of Astoria Waterfront Master Plan Port of Astoria, Oregon

KPFF provided civil and structural engineering services to develop a master plan for a nearly 65-acre industrial waterfront site that will capture the unique, vibrant identity of the City of Astoria. Features of the plan include pedestrian circulation, a new hotel, adjustable community space, and a blend of public and commercial buildings that all serve to connect residents and visitors with the water.

Technical Service Areas: Master planning; Cost estimating; Infrastructure and utilities evaluation

Owner: Port of Astoria | **Contact Person:** Matt McGrath

Contact Person Phone Number: 503.298.0909, mmcgrath@portofastoria.com

Contract Amount: \$10,000 KPFF Fees

Completion Date: 2022

Relevant Project Deliverables: High-level assessment of existing infrastructure and utilities based on existing information; review planning teamwork in progress/draft alternative concepts and provide internal feedback; written descriptions of finding in the final master plan report: https://www.astoria.or.us/Astoria_Waterfront_Master_Plan.aspx



Wrangell Waterfront Industrial Property Assessment and Redevelopment Study

Eugene Riverfront Redevelopment Eugene, Oregon

KPFF is providing project management, civil engineering, structural engineering, and land surveying services for the planning and design of the public transportation and utility infrastructure. MFA provides planning and permitting support, environmental management strategy, environmental construction oversight, and agency coordination. The formerly industrial site consists of approximately 16.5 acres owned by the city of Eugene, previously occupied by Eugene Water and Electric Board (EWEB) along the Willamette River near downtown Eugene. The redeveloped site will include restaurants, open space, a new city park, shops and retail to enjoy for residents and visitors alike. The project's vicinity to the river allows for the community to have a renewed and reinvigorated experience with the Willamette River. New pathways and open space provide connection to the river's ecosystem and the historic EWEB steam plant. The KPFF team delivered the design and construction documents on schedule in 2020 and will support the project through the multiple phases of construction.

Technical Service Areas: Project management; Local, state, and federal agency permitting; Utility, roadway, and infrastructure civil and structural engineering design; Environmental remediation

Owner: City of Eugene - Public Works and Engineering

Contact Person: Doug Singer

Contact Person Phone Number: 541.682.8460

Contract Amount: \$1,393,492 (KPFF Civil Fee), \$125,000 (MFA Contract Amount)

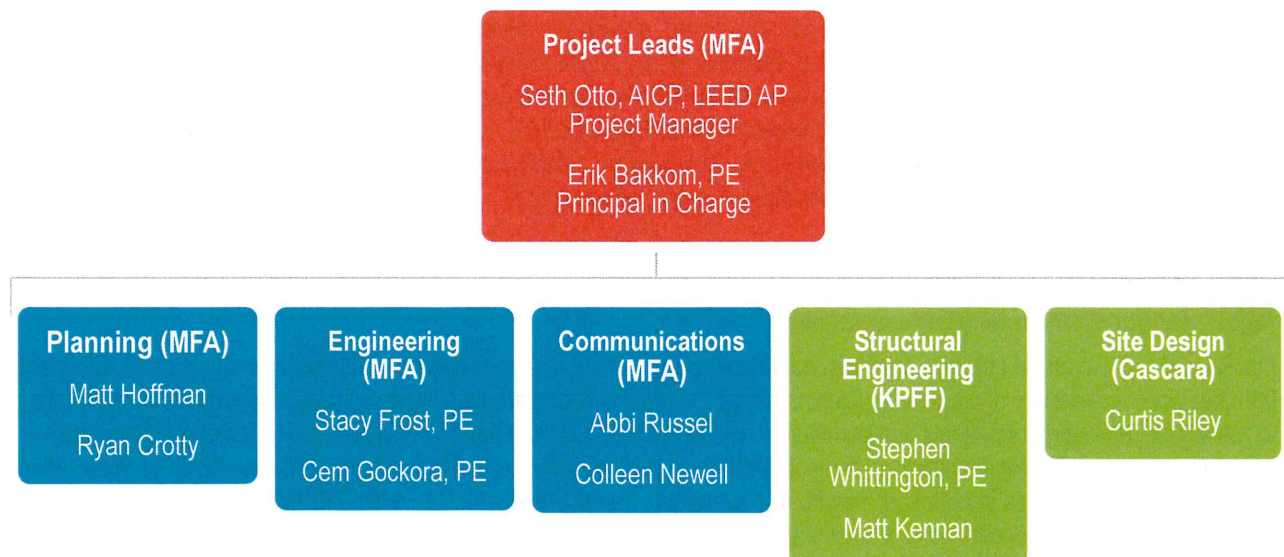
Completion Date: Ongoing (delivering as-builts)

Relevant Project Deliverables: Project management of overall redevelopment and multiple permitting and construction packages; utility, roadway, and infrastructure planning and design for redevelopment of former industrial waterfront property; early remediation and work drawing packages for overall site; permitting through state and federal agencies including Army Corps, DSL, and FEMA

<http://ow.ly/wEJT500mRwl>

2. Proposed Staff Key Staff

MFA has assembled a team of professionals with a wide variety of experience and skill sets to provide the Port with innovative and cost-effective planning, engineering, and design services. Brief descriptions for selected staff and a project organization chart are provided below. Full résumés for all proposed staff can be found in Appendix A.



Staff Bios



Seth Otto, AICP, LEED AP
Principal Planner | Project Manager

Mr. Otto is a principal planner with a passion for community development, urban revitalization, and environmental restoration. His work focuses on land use planning, brownfield redevelopment, public policy, and sustainability. He has 20 years of experience and currently leads MFA's planning team. He is recognized as a strong and effective project and team manager with expertise in collaboration with diverse multidisciplinary teams. Mr. Otto manages large and complex projects in which his attention to detail, familiarity with reporting and administrative requirements, communication skills, and collaborative approach are valuable assets to clients.



Erik Bakkom, PE
Principal Engineer | Principal In Charge

Mr. Bakkom has 25 years of experience in environmental engineering, with expertise in the areas of sediment remediation, waterfront facilities planning, brownfield/industrial site cleanup, and solid waste facility design. He is experienced with coordinating client project portfolios for municipalities and private organizations. Mr. Bakkom routinely works with diverse teams that include engineers, scientists, planners, ecologists, and regulatory specialists. Mr. Bakkom has led the design and construction efforts for various complex sediment and waterfront remediation projects for multimillion-dollar projects in Oregon and Washington. His design philosophy is to look at the comprehensive system and how pieces interact in order to simplify the design and determine the most efficient and constructible solution.



Stacy J. Frost, PE
Principal Engineer

Mr. Frost has assisted clients with all aspects of site development for over 20 years. He works closely with both large and small project teams to develop design concepts and help create development strategies that benefit the community. Mr. Frost's experience as a professional engineer includes leading the civil design of industrial, commercial, residential, waterfront, and port developments. His extensive experience with public-private partnership projects often involves brownfield projects, including several award-winning brownfield redevelopments in the Pacific Northwest. He seeks out opportunities to leverage his experience in brownfield redevelopment for his clients, and he emphasizes incorporating the remediation strategy into the redevelopment.



Matt Hoffman
Senior Planner

Mr. Hoffman has over 15 years of experience advising public and private clients on real estate matters related to land use planning, development economics, and real estate strategy. Combined with this expertise, his technical dexterity, environmental science background, public finance, and public engagement experience are instrumental to providing actionable guidance on predevelopment feasibility and alternatives analysis, market analysis, economic development and marketing strategy, and acquisitions and dispositions. For ten years before joining MFA, Mr. Hoffman worked as a senior project manager at Heartland LLC, a Seattle-based real estate advisory firm.



Abbi Russell
Senior Communications Specialist

Ms. Russell has extensive strategic planning, community engagement, media relations, and crisis communications experience from her work on a variety of projects and issues from multimillion-dollar state highway projects and major natural disasters to real estate development projects and community events. With 15 years of hands-on experience in public relations and community outreach for the construction, transportation, and port industries, Ms. Russell knows how to make communications a two-way street. She uses experience, insight, and strategy to develop and execute highly effective work plans that inform and engage diverse audiences, build relationships, and lead to constructive outcomes.



Stephen Whittington, PE, SE
Associate | Structural Lead

Stephen Whittington joined KPFF in 2004 and has over two decades of experience in structural and waterfront engineering and construction. During his tenure at KPFF, he has focused on structural design of waterfront structures, bridges, retaining walls, structural investigations and assessments, and cost estimating. Prior to joining KPFF, Stephen worked for 10 years in the field as a project engineer on large transportation projects across the southeastern US, including bridges over 2 navigable bays in Florida. Stephen brings a unique and rare combination of skills to his projects, having worked as both a project engineer for a large infrastructure contractor and as a structural design engineer. This experience helps him anticipate potential construction issues during design and helps his team develop higher-quality constructible bid documents.



Curtis Riley, PLA, LEED AP
Principal Landscape Architect and Planner

Mr. Riley has over 17 years of professional experience in landscape architecture and master planning consulting services. His background encompasses a broad range of public and private projects and includes the development of conceptual master plans, the programmatic arrangement of thoughtful site designs, and the preparation of detailed design drawings for a wide variety of land uses. From concept to completion, Mr. Riley relies on his understanding of the relationship between regulation, physical site characteristics, and development feasibility to identify the best use of available land.

3. Cost and Timeline

MFA is excited to assist the Port as it prepares a master plan for the Pier 3 Boatyard facility that will support its continued operation as an asset in the lower Columbia and North Coast regions. The MFA team recognizes the transformative opportunity that a master planned Pier 3 Boatyard represents to the Port and the stakeholders it serves. We understand the project goal is to complete a master planning process that results in a site layout, design, and plan for utilities and industrial facilities that is actionable and market-supported by current and anticipated economic conditions.

MFA prides itself on beginning each project with the end in mind, ensuring that every aspect of our approach contributes to the Port's desired outcomes. Once selected, we will work with the Port to tailor our approach to fit the specific feasibility concerns of the property while ensuring consistency with the master plan budget. The MFA team will employ a three-stage methodology to facilitate the master planning process: (1) Discover, (2) Illuminate and (3) Activate. Throughout these three stages, the MFA team will also provide effective project management and conduct community engagement activities. The work plan below shows how we will organize the tasks to complete the master planning process.

Discover: The goal of this stage is to collect and analyze baseline information to build on work completed in previous phases and support a data gap analysis for moving forward. Our intent at this stage will be to build on the work completed by the Port and its partners that has advanced the project to its current stage.

The first step in this stage is to conduct a kickoff meeting. This meeting will be conducted at the Port's offices and include a site tour of the waterfront area. Using the available information, the MFA team will collectively develop an existing conditions assessment. This will identify existing physical attributes of the site; assess the condition and service life of the existing infrastructure; incorporate planned facility improvements within Slip 2 (if applicable); and review relevant regulations that guide and control development options for the site. This effort will also include one-on-one stakeholder interviews with Port Commissioners, key Port staff, and external stakeholders identified by the Port. At the conclusion of this stage, MFA will synthesize and present the data in a digestible summary of findings that allows Port staff to view the data through the lens of opportunities and constraints.

Illuminate: The goal of this stage is to evaluate the opportunities and constraints identified in the Discover stage to develop a range of potential land use and site configuration concepts for the master plan. During the Illuminate stage, MFA will facilitate planning and design activities to generate ideas for later refinement by stakeholders and Port staff. The MFA team will screen potential concepts that support project goals of developing an active waterfront that is a hub for a thriving marine trades sector supported by the infrastructure and investment necessary to optimize the Boatyard's functionality.

The Illumination stage will include one facilitated design charrette workshop with Port staff and key stakeholders to generate site land use and programming options.

Once the alternative concepts are identified, an alternatives analysis will establish a baseline to assist the Port as it narrows to a preferred alternative based on agreed criteria. Information used to evaluate master plan alternatives may include the following:

Activate: This stage delivers a preferred master plan concept for the Boatyard. The final document will align data gathered and synthesized during the Discover and Illuminate stages and will include refinements developed through robust stakeholder input. The outputs from this phase include identifying actions necessary to make the Pier 3 Boatyard ready to support site upgrades and potential new development. Our reporting will focus on identifying specific actions and directing next steps for implementation. We will work in partnership with Port staff to identify responsible parties, sources of funding, and timelines for implementation of the discrete actions.

Engage: Effective engagement must be tailored to the various audiences the Port is working to reach. As noted in the Discover, Illuminate, and Activate stages, engagement will occur through the master planning process. MFA recognizes that key stakeholders need a different level of detail and provide more technical input than the community at large. The Port needs feedback that provides critical insight into final design and demonstrates its commitment to working shoulder to shoulder with partners throughout the community. We use a variety of tools and methods to align with the Port's desired scope and target audiences including targeted individual and small group conversations, creative facilitation of in-person or virtual meetings, and innovative survey and data display tools. Where possible, we use existing tools and meetings so that information sharing is streamlined and efficient, and we find ways to engage virtually so that we meet community members where they are, on their own time. Working with Port staff, the team will craft a communications and engagement strategy that will be implemented through the planning process. The plan will define the level and type of communication needed at each key project milestone.

Work Plan Timeline

	May	Jun	July	Aug	Sept	Oct
PROJECT MANAGEMENT	1 2	3 * *	* *	* *	* *	* *
COMMUNITY ENGAGEMENT		5 6		12	15	
DISCOVERY PHASE						
• Kick Off Meeting		4				
• Background and Existing Conditions		7	8			
• Demand Analysis			9			
ILLUMINATION PHASE						
• Vision Charrette			10			
• Plan Alternative Concepts				11		
• Preferred Alternative Refinement					14	
ACTIVATION PHASE						
• Final Plan and Implementation Strategy					13	16
• Plan Completion and Adoption						17

Milestones by Phase

PRE-PROJECT

- 1 Solicitation closes
- 2 Proposal review and contract negotiation

PROJECT MANAGEMENT

- 3 Project management memorandum
- * Bi-weekly project team coordination meetings

COMMUNITY ENGAGEMENT

- 5 Community engagement strategy
- 6 Initiate public communication
- 12 Update website and media with initial concepts
- 15 Update website and media with final concept

DISCOVERY PHASE

- 4 Kick-off meeting
- 7 Stakeholder interviews
- 8 Background memo
- 9 Demand analysis

ILLUMINATION PHASE

- 10 Vision charrette
- 11 Initial concepts
- 14 Refined concepts

ACTIVATION PHASE

- 13 50% draft report to port staff
- 16 Pre-final draft to port staff
- 17 Plan adoption

Budget

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1. Project Management	34	\$7,545	\$0	\$0	\$7,545
2. Community Engagement	73	\$11,560	\$0	\$0	\$11,560
3. Kick-Off Meeting	13	\$3,275	\$0	\$0	\$3,275
4. Background & Existing Conditions	67	\$10,930	\$150	\$8,050	\$19,130
5. Vision Charrette	49	\$8,610	\$600	\$1,472	\$10,682
6. Plan Alternative Concepts	42	\$7,090	\$0	\$6,969	\$14,059
7. Preferred Alternative Refinement	15	\$2,590	\$0	\$2,944	\$5,534
8. Final Plan & Implementation Strategy	124	\$19,535	\$0	\$1,150	\$20,685
9. Plan Completion & Adoption	49	\$7,380	\$150	\$0	\$7,530
Total Estimated Cost:					\$100,000

4. Additional Tasks

The Port identified the Boatyard Services Demand Analysis as an Optional task. We believe the scope of the effort to conduct the analysis will become apparent after completing the Background evaluation, with consideration of the analysis conducted by BST Associates and PBS Engineering. We would like to evaluate the anticipated effort with the Port at that time.

We anticipate that additional seismic analysis of the Pier 3 Boatyard may be warranted beyond what is available under the project's existing conditions budget. Our team can provide a scope and proposed budget for that future work based on what we learn through completion of Task 4.

Other than Task 10, we do not anticipate any additional tasks at this point.

5. Additional Information

Both members of the MFA team (MFA and KPFF) have engaged with the Port over several years on relevant projects on the Astoria waterfront. We bring this familiarity to the Boatyard Master Plan project and understand how this project overlaps and complements the other work we are completing for the Port. Our team brings measurable efficiencies in performance and project management to this master planning effort. We are excited to hit the ground running.

Appendix A

Résumés



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Seth Otto, AICP, LEED AP

PRINCIPAL PLANNER

Seth is a principal planner with nearly 20 years of experience and currently leads MFA's planning team. His work focuses on land use planning, brownfield redevelopment, public policy, and sustainability. He is engaged in redevelopment planning for brownfield and underutilized properties around the Pacific Northwest for both public and private clients. He regularly supports project funding strategies and has written successful grant applications to state and federal agencies. He has managed several policy research studies focused on the scale and impact of brownfield properties on local and statewide levels and is active in working to implement new policies and programs that have been adopted by state and local governments around the region.

He has professional training in communications and facilitation. A regular component of his practice is management of public-engagement processes at multiple scales to inform communities about, and involve them in, issues related to environmental cleanup and community development. Seth is a regular speaker on the subject of brownfield redevelopment. He works with a variety of audiences, presenting information for public meetings, providing expert testimony at formal hearings, and speaking at conferences.

Qualifications

- MS, Community and Regional Planning:
University of Texas at Austin,
School of Architecture
- Fulbright Fellowship:
La Paz, Bolivia
- BA, Sociology and Spanish:
Linfield University

Professional Certifications

- American Institute of Certified Planners (AICP)
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Affiliations and Activities

- American Planning Association—
Oregon and Washington chapters
- Urban Land Institute
- Northwest Environmental Business Council

Firm Tenure

- 13 years

RELEVANT PROJECTS

St. Helens Waterfront Redevelopment – Community Visioning, Oregon

Mr. Otto wrote the successful grant application to Business Oregon and was the project manager of a project focused on gaining community input on a reuse vision for waterfront property. The Waterfront Redevelopment Integrated Planning project engaged with an advisor group of community leaders and stakeholders, confirmed and refined the vision and guiding principles for redevelopment of the waterfront, and, through an open house, broadly involved the St. Helens community in the planning process. The project also helped position the city for a successful application to the EPA for Area-Wide Planning and Community-Wide Assessment grants.

Lower Grand Employment Area,

Mr. Otto was the project manager supporting the city in a focused planning effort to evaluate strategic improvements to public infrastructure to catalyze growth in an underperforming industrial area. The project included market assessment, existing conditions analysis, and conceptual design. Mr. Otto facilitated two targeted stakeholder workshops with business and property owners. The project provided the city with a roadmap for identifying and acquiring funding to implement the public improvements.

Seth Otto, AICP, LEED AP

Spalding Industrial Park Action Plan, City of Grants Pass Grants Pass, Oregon

The closing of a former mill at the Spalding Industrial Employment Area in Grants Pass, created an underutilized industrial area with legacy contamination and lacking the infrastructure necessary for redevelopment. In 2018, the City of Grants Pass obtained an Area-Wide Planning grant from the U.S. Environmental Protection Agency to complete an assessment of the site and prepare an implementation action plan to direct future redevelopment.

Mr. Otto managed the consulting team that performed the grant-funded activities, including an existing conditions assessment to support conceptual redevelopment planning and infrastructure master planning. The final Action Plan provides the city with detailed implementation actions to facilitate development in the Plan Area and weighs relative benefits for alternative actions to support private development in the Plan Area. The plan presents a multifaceted strategy to promote job creation and economic development in the Plan Area. The Spalding Industrial Park has been designated by Business Oregon as a Regionally Significant Industrial Area.

Leichner Campus Master Plan, Vancouver, WA

Mr. Otto was the project manager of a multidisciplinary team supporting the county in developing the master plan for a large area of county-owned land for industrial and employment-related uses. The area also included a closed municipal landfill subject to an agreed order with the Washington State Department of Ecology. The master plan process considered reuse options and provided a disposition strategy for the county to follow in bringing the property to market. As part of this project, Mr. Otto also supported the county in a successful application to the Washington State Department of Ecology for a grant to fund environmental investigation, real estate market analysis, conceptual site planning, and community outreach to evaluate the potential benefit of acquiring a strategic property.

Oregon Brownfield Impact Study, Oregon

Mr. Otto served as project manager of the MFA team supporting statewide analysis of brownfield properties. The project was funded through the state business development department and was intended to review the return on investment from state brownfield-focused programs. The MFA team provided research support and directed the development of a much-needed statewide inventory of brownfield sites. Mr. Otto supported the development of findings and recommendations, which have been critical for the development of policy proposals presented to the Oregon state legislature in 2015.

Portland Brownfield Assessment, City of Portland, OR

Mr. Otto served as project manager of a multidisciplinary team that completed a policy study designed to examine the economic, environmental, and social impacts of brownfield properties in Portland, and review policy options for increasing the rate of brownfield redevelopment. The results of the effort will complement the city's Comprehensive Plan Update by helping to plan for long-term growth within the Urban Growth Boundary, meet increasing demand for developable land, and promote opportunities for infill development. Economic and financial factors were also considered in order to quantify the costs and benefits associated with targeted brownfield redevelopment.

Metro Regional Brownfield Scoping, Metro Regional Government, Portland, OR

Mr. Otto served as project manager of a multidisciplinary team that completed the analysis of the scale and impact of brownfield properties on the Portland Metro region. The analysis employed an innovative inventory methodology to categorize and extrapolate an estimated number of brownfield sites throughout the region. The inventory of known and expected properties provided a more accurate assessment of the real scale and impact of brownfields.



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Erik I. Bakkom, PE

PRINCIPAL ENGINEER

Mr. Bakkom has 25 years of experience in environmental engineering, with expertise in the areas of sediment remediation, waterfront facilities planning, brownfield/industrial site cleanup, and solid waste facility design. He is experienced with coordinating client project portfolios for municipalities and private organizations. Mr. Bakkom routinely works with diverse teams that include engineers, scientists, planners, ecologists, and regulatory specialists. Mr. Bakkom has led the design and construction efforts for various complex sediment and waterfront remediation projects for multimillion-dollar projects in Oregon and Washington. His design philosophy is to look at the comprehensive system and how pieces interact in order to simplify the design and determine the most efficient and constructible solution.

Qualifications

- BS, Environmental Engineering: New Mexico Institute of Mining and Technology

Licenses/Registration

- Professional Civil Engineer: Oregon, No. 72200
- Professional Civil Engineer: Washington, No. 43788
- Professional Civil Engineer: Idaho, No. 15529

Certifications

- 40-Hour HAZWOPER and 8-Hour Refresher Training
- Asbestos Awareness Training

Professional Associations

- American Society of Civil Engineers
- Western Dredging Association

Firm Tenure

- 19 years

RELEVANT PROJECTS

Sediment Remediation Design and Permitting for Port Industrial Facility, Astoria, Oregon

Mr. Bakkom is leading the preparation of remedial design documents to address a shoreline seep of petroleum mixed with groundwater and associated sediment contamination at the active slip at this port facility. The remedy relies on placement of reactive media to adsorb petroleum impacts, with a significant armoring requirement for large swells developed in the mouth of the Columbia River. Mr. Bakkom is currently assisting the client with port development strategy in order to obtain state and federal grant funding for other infrastructure improvements that may incorporate and strengthen the resiliency of the remedial action.

Sediment Remediation Feasibility Study for Port Industrial Facility, Astoria, Oregon

Mr. Bakkom supported the Port with the preparation of remedial alternatives to address a shoreline seep of petroleum mixed with groundwater and sediment contamination at the active slip at this port facility. The alternatives were developed for consideration by the regulator with the Feasibility Study that had been prepared by other responsible parties. Mr. Bakkom also supported engineering discussions during negotiations with those parties.

Solid Waste Landfill Redevelopment, Closure, and Monitoring, Astoria, Oregon

Mr. Bakkom was responsible for the preparation of documentation and details for closure of this former city landfill as part of redevelopment as a multi-use sports complex. Mr. Bakkom worked closely with the MFA site development lead engineer to integrate the landfill closure features (soil cap, membrane liners, venting systems) to maximize the synergistic benefits for both the property owner and the site developer, leading to the closure of this



Erik Bakkom, PE

previously abandoned landfill and its reenergized use as a state-of-the-art high school sports complex with significant community value.

Remedial Design, Permitting and Construction for Industrial Facility, Astoria, Oregon

Mr. Bakkom led the construction oversight, reporting, design, and permitting for the remediation of upland soil and sediment contamination associated with a historical ship construction and repair facility. The remedy required excavation of highly contaminated soils and sediments, followed by a soil cap and an in-water sand residuals cover. In order to perform cleanup on the local dike, approval from the U.S. Army Corps of Engineers Section 408 Program was required. MFA provided engineering support and review for the development of all federal, state, and local permits—including the Joint Permit Application for Clean Water Act Section 404/401/ESA and State Fill Permit.

Sediment and Bank Remedial Design and Construction for Historical Industrial Site, Portland, Oregon

Mr. Bakkom was the project manager and design lead responsible for the design and implementation of remedial activities for contaminated bank soil and sediment at an industrial site with approximately 3,000 feet of waterfront along the Willamette River. The remedial design required the construction of a clean sediment cap, rock armoring on the cap and bank slopes, bank excavation, bank fill and soil capping, bank erosion control, and riparian plantings. More than 20,000 cubic yards of contaminated soil was excavated and managed on and off site, in addition to more than 150,000 cubic yards of clean imported material that was placed as bank and sediment cap. The project was awarded the 2014 Large Project—Project Excellence Award by the Coasts, Oceans, Ports, and Rivers Institute of the American Society of Civil Engineers.

Technical Oversight for Sediment Remedial Design, Oregon

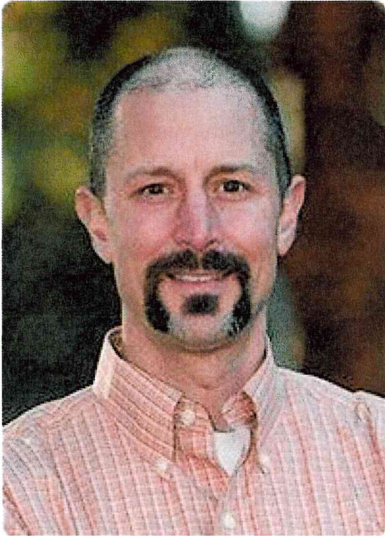
Mr. Bakkom provides technical assistance to the municipal client at two separate remediation sites in the Portland Harbor Superfund Site. Using his sediment remediation expertise, Mr. Bakkom participates in design approach development, the evaluation of remediation alternatives on industrial activities, and the review of work plans, reports, and agency communications for consistency with client priorities, site strategy, technical merit, and document quality.

Dredge and Shoreline Improvements Design for a Marine Contractor, Longview, Washington

Mr. Bakkom is the principal engineer for design and permitting for construction of a new industrial bulkhead and creation of an entrance channel at the client's newly acquired waterfront facility. After reviewing permit documents prepared by another consultant and then identifying significant issues with the combined project, he proposed segregating the two improvements into separate permits in order to simplify the regulatory approval process to prioritize the most urgent need. The entrance channel permitting was obtained and dredging was completed in 2021. After proposing a mitigation action to create new onsite bottomland in a less used area of the site, MFA is currently working through the final steps of federal permitting for the bulkhead project. MFA also assists the client with compliance activities related to their industrial stormwater permit.

Sediment Remediation Design and Construction Oversight for Port Authority, Washington

Mr. Bakkom was the senior engineer for the design and construction of a complex sediment remediation adjacent to a former wood-treating facility in a small tributary of the Columbia River. He oversaw the team of engineer during the preparation of the design, which included a precision dredging method for the removal of dioxin-contaminated sediment, integrating residuals management and enhancement of natural recovery processes; bank stabilization to prevent recontamination of sediment; wetland contamination excavation and restoration in a national wildlife refuge; and upland plantings. The permitting effort involved extensive coordination with federal, state, and local jurisdictions to address in-water construction, construction on federal land, archaeological concerns, potential impacts to endangered species, potential exposure of humans and the environment to contaminants, and construction in city-identified critical areas and within shorelines.



Matt Hoffman

SENIOR PLANNER

Mr. Hoffman has nearly 20 years of experience advising public and private clients on real estate matters related to land use planning, development economics, and real estate strategy. Combined with this expertise, his technical dexterity, background in environmental science, and experience in public finance and public engagement are instrumental in providing actionable guidance about predevelopment feasibility and alternatives analysis, market analysis, economic development and marketing strategies, and acquisitions and dispositions. Mr. Hoffman’s education and professional experience have been intentionally steered toward facilitating brownfield redevelopment. From his educational pursuits—where he blended finance, environmental studies, and urban planning—to his professional experience focused on predevelopment feasibility, real estate economics, and data analytics, Mr. Hoffman has used his skills to understand the risks and opportunities with brownfields to develop actionable plans for communities across Washington. For ten years before joining MFA, Mr. Hoffman worked as a senior project manager at a Seattle-based real estate advisory firm where he advised on regulatory and policy modifications and loved to help answer questions such as have land - what should I do with it and need land - where can we get it?

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Qualifications

- MUP, Urban Planning; Concentration in Real Estate: University of Washington
- BS, Environmental Studies & Applications; BA, Finance; Specialization, Environmental Economics: Michigan State University

Firm Tenure

- 5 years

PROJECT EXPERIENCE

Redevelopment Strategy for a Former 50-acre Mill and Log Export Site, Wrangell, Alaska

MFA was hired by the City and Borough of Wrangell, Alaska, to evaluate the redevelopment potential of a former 50-acre mill and log export facility on Shoemaker Bay. Mr. Hoffman led the redevelopment strategy in evaluating the future use of the site, identifying obstacles to redevelopment, developing a phased redevelopment strategy, and drafting the market assessment and potential demand of the phased redevelopment.

Seaport Landing Assessment and Redevelopment, Aberdeen, WA

In 2016, Mr. Hoffman led the market assessment and potential future use analysis and recommended next steps for redeveloping the Grays Harbor Historical Seaport Authority’s headquarters property into a maritime heritage center. The vision is to create a vibrant, mixed-use, working waterfront that embraces and reflects the rich history and character of Grays Harbor.

Spalding Industrial Park Action Plan, Grants Pass, Oregon

Mr. Hoffman led the feasibility assessment and implementation strategy for a 78-acre industrial complex within the city. The project included stakeholder engagement, coordination with business owners and developers, and the development of an infrastructure gap assessment. Based on demand and estimated site development costs a phased site plan, Mr. Hoffman identified funding sources and evaluated financing strategies including tax-increment financing to develop a roadmap to inform the city’s investments in this area.



Economic Feasibility Study for Westside Employment Center, Moses Lake, Washington

The Port of Moses Lake engaged MFA to prepare and conduct a feasibility study evaluating a conceptual industrial park on the west side of the port's property, totaling about 2,100 acres of undeveloped land. MFA led a multidisciplinary team to help the port assess the economic viability of the location, including what kind of business might be established there; determine what infrastructure investments were needed; and develop a funding strategy to support infrastructure improvements. Mr. Hoffman led the economic impact and feasibility study.

The port leveraged local funds and received \$3 million from the Washington State Community Economic Revitalization Board to provide road access to the center and develop water, sewer, and industrial stormwater mainlines. In addition, the port will install conduits to supply power and telecommunications along the main entrance road. It is estimated that the project will create 82 jobs in the Moses Lake community within five years after completion.

Columbia Business Park Feasibility Assessment, North Bonneville, WA

Mr. Hoffman is leading a feasibility study of redevelopment potential of a 40-acre industrial property in Skamania County. The study takes a strategic approach to evaluating market opportunities and managing risk. The planning process includes a demographic and industry assessment to identify potential users and a market assessment to evaluate the real estate potential on the site. This study will be combined with the infrastructure needs and land use policy and regulation assessments to provide recommendations for a public-investment strategy that diversifies risk and allows for phased development.

Interbay Armory Relocation and Redevelopment Planning, Seattle, WA

Mr. Hoffman led a multidisciplinary team working to understand regulatory and policy frameworks, physical site conditions, and community sentiment toward redevelopment scenarios and implementation plan paths for the relocation and reuse of the 25-acre National Guard Interbay Armory in the Ballard/Interbay neighborhood of Seattle. Development scenarios included industrial, multifamily, and civic uses. Efforts on this project reached a key milestone in November 2019, when a final report, including the Interbay Public Development Advisory Committee's recommendations and implementation plan, was given to the legislature and the Office of the Governor.

Hillyard Industrial Area Master Plan, Spokane, WA

Mr. Hoffman managed the market assessment and redevelopment prioritization strategy for the approximately 500-acre Hillyard industrial area in Spokane. Historically, the area was developed around a railyard. The area has struggled since the closure of that facility, but with construction of the North Spokane Corridor has come increased development potential. The market analysis identified emerging opportunities, and financial feasibility analysis supported land use policy and economic policy decisions.

Spokane University District, Spokane, WA

The City of Spokane is in the process of redeveloping its University District. Brownfield concerns and a lack of a coordinated implementation strategy had hindered redevelopment efforts. Mr. Hoffman led the market assessment, policy review, and stakeholder interview portions of the project as the city evaluated the feasibility of a range of future uses—including housing—in the district.

Washington State University Tree Fruit Research & Extension Center Redevelopment, Wenatchee, WA

The City of Wenatchee is exploring the potential to develop housing on a 9.5-acre portion of WSU's Tree Fruit Research & Extension Center to address the "missing-middle" housing challenges facing educational and medical service employees. Because of the presence of pesticides from the historical use of the property as a fruit orchard, the city contracted with MFA for assistance with applying for an Integrated Planning Grant through the Washington Department of Ecology, conducting an environmental assessment, and evaluating the feasibility of redeveloping the property for housing. Mr. Hoffman led a detailed study of the existing conditions influencing potential reuse options for the property, engagement with a technical advisory group comprising local stakeholders to understand how this property could be leveraged for housing, and conceptual site planning. The result of this work was a broadly supported action plan to clean up and redevelop the property.



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360.947.2203

Qualifications

- BA, Urban Planning and Sustainable Development: Western Washington University

Certification

- 40-hour HAZWOPER Training

Firm Tenure

- 2 years

Ryan Crotty

PROJECT PLANNER

Mr. Crotty is an environmental/land use planner experienced providing planning and permitting services to a variety of public- and private-sector clients, primarily in Washington and Oregon. He specializes in environmental documentation and compliance, preparing comprehensive development applications, performing site feasibility analyses, and conducting development review on behalf of public agencies. Using his in-depth experience in the evaluation of federal, state, and local regulations, Mr. Crotty interprets and conveys requirements to project teams and clients while preparing legally defensible development applications that agencies can process quickly.

RELEVANT PROJECTS

PERMITTING

East Terminal 4 Site Feasibility Study, Port of Greys Harbor, Aberdeen, Washington

Mr. Crotty was responsible for determining the regulatory framework and mitigation implications for more than ten site redevelopment alternatives being considered by the Port of Greys Harbor. He was responsible for working with a multidisciplinary team of consultants and the Port of Grey's Harbor management team as they developed potential redevelopment alternatives for an industrial marine site. His primary role was to assess each development alternative's regulatory context including assessing permit applicability, identifying key considerations or constraints, and determining potential mitigation requirements. He also worked with engineers to develop alternatives that would minimize regulatory involvement and environmental impact, thereby reducing the permitting review timeline, project risk, and mitigation.

Terminal 1 Waterfront Development Plan for Port of Vancouver, Vancouver, Washington

Mr. Crotty was lead author for the local permit applications and approvals required for integration and implementation of a master plan at an industrial site in Vancouver, Washington. He was responsible for integrating an existing master plan with the City of Vancouver's concept development plan criteria, helping to streamline the permitting process for implementation of individual elements included in the master plan. The master plan proposed developing 10.37 acres into a mix of residential units, retail and commercial office space, and a hotel. The project also included the adaptive reuse of an existing overwater building area as a marketplace, as well as public amenities such as an extension of the Columbia River Renaissance Trail and enhancement of an existing pier to add new civic open spaces and amenities. In addition to addressing the concept development plan criteria, Mr. Crotty drafted permit applications/documentation that would allow implementation of other aspects

Ryan Crotty

of the master plan. This included SEPA documentation (planned action) and a Shoreline Conditional Use and Substantial Development Permit.

Harbor Island Dock Demolition for King County Solid Waste Division, Seattle, Washington

Mr. Crotty was the lead author and project manager for this dock demolition work, which was conducted at the directive of the Washington Department of Natural Resources to fulfill the terms of an aquatic lands lease. He was responsible for actively managing the project, coordinating with applicable agencies, and preparing/managing permit applications. The project consisted of demolition of an approximately 76,000-square-foot derelict pier, upland shoreline grading, placement of a sand cap in the subtidal zone, and excavation/backfill in the intertidal zone to remove debris. Given the project's proximity to the Harbor Island Superfund Site and location at the mouth of the Duwamish River, the federal permit application process required close coordination with EPA and interested tribes.

Shipyards Habitat Project, Seattle, Washington

Mr. Crotty was the lead author for the permitting documents associated with construction of a habitat area at the mouth of the Duwamish River. The project consisted of construction of a habitat area as mitigation for natural resource damages incurred during historical operations at the site. The project also included significant improvements to existing marine facilities, both in water and upland. The project required the full suite of environmental and land use permits, including but not limited to a Department of Army Permit, 401 Water Quality Certification, Hydraulic Project Approval, SEPA Threshold Determination, Shoreline Conditional Use, Substantial Development, and Special Use Permit, Master Use Permit, and construction permits.

Tolt Pipeline Slope Stability Improvements for Seattle Public Utilities, King County, Washington

Mr. Crotty was the lead author for state and local permit applications pertaining to slope stability improvements to protect the integrity of water transmission pipelines. These pipelines are part of a managed water supply system that carries approximately 100 million gallons of water per day from the Tolt Reservoir to treatment and, ultimately, to the greater Seattle metropolitan area. The project was needed to ensure continued operation of the transmission pipelines, and to avoid a potential failure scenario that could impact the supply of drinking water for approximately 1.4 million people. The slope stability improvements were constructed within the shoreline jurisdiction, and in a heavily wooded area, triggering state and local environmental permits and extensive mitigation that required multiagency review and approval.

Terminal 5 Stormwater Improvements, Seattle, Washington

Mr. Crotty was the lead author for all permits required to improve existing stormwater infrastructure at an industrial site in Terminal 5 at the Port of Seattle. A tenant of the port finalized a stormwater master plan, which included modernization of their stormwater infrastructure to comply with new terms of an Industrial Stormwater General Permit. The project consisted of implementing the stormwater improvements identified in the master plan, including upgrading existing sitewide stormwater conveyance, treatment, and discharge infrastructure. The proposed work was conducted on an active industrial site within the shoreline jurisdiction of Elliot Bay and the Duwamish River.

Klamath Falls National Fish Hatchery for U.S. Fish and Wildlife Service, Klamath County, Oregon

Mr. Crotty was the lead author and permitting project manager for fish hatchery infrastructure improvements at a facility in Klamath County, Oregon. The purpose of the project was to increase the existing facility's capacity to artificially propagate lost river and short nose sucker fish, which are Endangered Species Act-listed species.

Mr. Crotty worked with the client to determine permit applicability and surface water jurisdiction, as well as to prepare and submit applicable land use, environmental, and construction permit/approval applications. Acquired permits/approvals included Klamath County Site Plan Review and Variance approval, a 1200-C permit (authorized on-site grading), and construction permits.



Stacy J. Frost, PE

PRINCIPAL ENGINEER

Mr. Frost has assisted clients with all aspects of site development for over 20 years. He works closely with both large and small project teams to develop design concepts and help create development strategies that benefit the community.

Clients appreciate Mr. Frost's focus on understanding their business goals and leading project teams that address these goals. He facilitates design charrettes, participates in public outreach and stakeholder engagement, and negotiates with public agencies and private stakeholder groups.

Mr. Frost's experience as a professional engineer includes leading the civil design of industrial, commercial, residential, waterfront, and port developments. His extensive experience with public-private partnership projects often involves brownfield projects, including several award-winning brownfield redevelopments in the Pacific Northwest. He seeks out opportunities to leverage his experience in brownfield redevelopment for his clients, with an emphasis on incorporating the remediation strategy into the redevelopment.

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Qualifications

- BS, Civil Engineering:
Oregon State University

Licenses/Registration

- Civil Engineer:
Washington, No. 41805
Oregon, No. 65669
Wyoming, No. 15111

Certifications

- 40-Hour HAZWOPER Training
- 2006 Leadership Clark County

Awards

- 2012 national "Edmund Friedman Young Engineer Award for Professional Achievement," American Society of Civil Engineers (ASCE)
- 2012 "Oregon State Award for Outstanding Early Career Engineers" by the Oregon State University College of Engineering
- 2006 "Young Engineer of the Year," Oregon section of ASCE
- 2006 "Accomplished Under 40," Vancouver Business Journal

Firm Tenure

- 11 years

RELEVANT PROJECTS

Redevelopment Strategy for a Former 50-acre Mill and Log Export Site, Wrangell, Alaska

MFA was hired by the City and Borough of Wrangell, Alaska, to evaluate the redevelopment potential of a former 50-acre mill and log export facility on Shoemaker Bay. Mr. Frost led the engineering team in evaluating the existing infrastructure, identifying obstacles to redevelopment, developing a phased redevelopment strategy, and drafting opinions of probable construction costs of the phased redevelopment.

Marine Recreation Master Planning, Bingen, Washington

Mr. Frost led a team in assisting the Port of Klickitat with a multiphased marine recreation planning project at the port's Bingen Harbor location. The first phase of the project involved the inspection and evaluation of existing infrastructure, including in-water structures such as floats, gangways, approach aprons, pilings, and boat ramp; and upland facilities such as the Bingen Harbor Park restroom, septic system, potable water system, stormwater system, and parking area. This phase also included the completion of a single-beam hydrographic survey of Bingen Harbor and its inlet to the Columbia River. The next phase of the project involved the planning, layout, and design of a 118-vessel recreation marina with commercial vessel moorage, transient moorage, emergency response boat houses, a pump-out station, and a fueling station. MFA also completed the planning, layout, and design of the 126-stall parking facility (97 passenger

Stacy J. Frost, PE

vehicles and 29 vehicles with boat). The facility includes tie-down and ready areas to serve the existing boat launch, pedestrian routes to limit conflict with boat unloading/loading operations, and bus access to the commercial vessel moorage. Future phases of work will include the design of a trail system around Bingen Harbor and other upland amenities.

Seaport Landing Assessment and Redevelopment, Aberdeen, Washington

The Grays Harbor Historical Seaport Authority, in partnership with the City of Aberdeen, is embarking on an ambitious journey to transform a closed lumber mill into a maritime heritage center that will be a catalyst for economic development and a model for sustainable redevelopment.

Mr. Frost was the engineering lead in preparing a master plan redevelopment strategy for this 25-acre former Weyerhaeuser Mill property to align with redevelopment priorities and funding availability. MFA has supported the Seaport Authority in obtaining Washington State Department of Ecology and EPA funds for environmental assessment and master planning. Community engagement has been central to this project. MFA designed and facilitated community engagement for the redevelopment plan, including establishing an advisory committee, conducting public meetings, and participating in

Design of a 10-acre Port Industrial Storage Area, Port of Vancouver, Vancouver, Washington

Mr. Frost designed the development of a new 10-acre industrial storage area, Parcel 1D, at the Port of Vancouver. The design work included grading, site lighting layout, pavement, fire protection, stormwater collection and conveyance systems, and analysis of the existing stormwater treatment facility. Because of the stormwater treatment facility outfall's proximity to the Columbia River, Mr. Frost had to perform a detailed backwater analysis of the storm system to ensure correct sizing of the pipes to prevent flooding on the site.

Port of Vancouver Terminal 5 Masterplan and Development, Vancouver, Washington

Mr. Frost managed the design and permitting for a multiphased redevelopment of a 140-acre industrial brownfield into a marine cargo laydown facility. The work included design of a water system for fire protection and potable use, a sanitary sewer system, a stormwater collection/conveyance system, two new access roads, grading, and erosion control; analysis of the existing stormwater pumping station and the existing stormwater treatment system; drafting Washington State Department of Transportation specifications, construction cost estimates, hydrology reports, and the stormwater pollution prevention plan; and obtaining the Washington State Department of Ecology Construction Stormwater General Permit. Mr. Frost also managed the engineering construction assistance and the creation of the as-built drawings.

Port of Vancouver Terminal 4 Improvements, Vancouver, Washington

Mr. Frost managed the design and permitting of surface and utility improvements to an existing port terminal, including the development of a new vehicle storage area over a 6-acre, environmentally capped landfill. Specific tasks included grading and the design of the water system, the sanitary sewer system, the stormwater collection/conveyance system, the stormwater treatment facility, and the road realignment. Mr. Frost also completed a "No-Net Rise" analysis meeting the requirements of the City of Vancouver's Critical Areas ordinance to allow placement of fill in the 100-year floodplain.

Boat Ramp Facility Master Planning, Woodland, Washington

Mr. Frost led a team in assisting the Port of Woodland with a marine recreation planning project at the port's Martin's Bar park location. The project included planning, alternative site plan layout analysis, conceptual design of a boat ramp on the Columbia River, parking area, and restroom facilities.



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Cem Gokcora, PE

SENIOR ENGINEER

Mr. Gokcora has over 20 years of experience in civil engineering, including site development, utility design, stormwater conveyance and treatment design, water systems design, solid waste facility design, vapor intrusion mitigation systems design and compliance assistance. His areas of expertise include project management, site development design (residential, commercial, and industrial), land-use entitlement, stormwater management, and construction cost estimating. Mr. Gokcora develops site plans that optimize client objectives relative to site and regulatory constraints and has successfully permitted projects within numerous jurisdictions in Washington and Oregon. He prepares detailed schedules covering design, permitting, and construction activities. He also provides construction period services, including site inspections and contract administration.

Qualifications

- MS, Engineering and Technology Management:
Portland State University
- BS, Civil Engineering:
Middle East Technical University

Licenses/Registration

- Professional Civil Engineer:
California, No. C 88736
- Professional Civil Engineer:
Idaho, No. 17290
- Professional Civil Engineer:
Oregon, No. 70867 PE
- Professional Civil Engineer:
Washington, No. 54676

Certifications

- 40-Hour HAZWOPER Training
- Basic First Aid and CPR Training

Firm Tenure

- 11 years

RELEVANT PROJECTS

SITE DEVELOPMENT

Skokomish Indian Tribe Housing Project Update and Facilities Master Plan, Skokomish Indian Reservation, WA

Mr. Gokcora has been part of the design team that prepared a preliminary site plan update for Phases 1 and 2 of a housing project located on the Skokomish Indian Reservation. He has provided the design team with site planning and preliminary infrastructure analysis/design services. Mr. Gokcora will prepare the construction plan set and specifications for Phase 2.

Mr. Gokcora has also been involved in the Skokomish Indian Tribe Facilities Master Plan project, in which he will assist the design team by assessing the infrastructure system serving the existing facilities and providing design alternatives with cost estimates for proposed public facility sites/buildings.

Brownfield Site Redevelopment for Large Industrial Warehouse Facility, Portland, OR

Mr. Gokcora led the design and permitting (with multiple agencies) effort for redevelopment of a former concrete structure manufacturing facility, a portion of which overlaid a former closed construction and demolition debris landfill, to a large-scale industrial warehouse complex (approximately 675,000 square feet of building area in total). The former facility, located along Columbia Slough and with a permitted outfall, is a registered Oregon DEQ environmental cleanup site. Mr. Gokcora assisted the design team with preparation of the remediation design submittal package which included landfill gas collection and venting system, and coordinated with DEQ's Cleanup Division for review and approval of the selected remedy. He prepared site civil components of City of Portland building permit application documents, and coordinated with all the involved city bureaus throughout the



Cem Gokcora, PE

application review process. Mr. Gokcora led the construction quality assurance program.

STORMWATER

Industrial Stormwater Treatment System, Low-Impact Development Design, and Tier II Response for Port Authority Boatyard and Industrial Properties, Astoria, OR

Mr. Gokcora assisted the design team in designing and permitting conveyance system modifications, including two pump stations, and a treatment system consisting of sedimentation and biofiltration enhanced with oyster shell filtration for metals removal, to address NPDES permit Tier II corrective action requirements. He prepared the design for two pump stations that will direct the collected stormwater to the proposed stormwater treatment facility. Mr. Gokcora prepared the construction plan set, which included force main profiles, a pump station site plan, and a stormwater treatment facility plan and details. He also provided construction period services and prepared record drawings.

Industrial Stormwater Permit Compliance, Treatment/Infiltration System Design and Permitting, and a Level 3 Engineering Report, Industrial Park, Vancouver, WA

Mr. Gokcora assisted the design team with on-call NPDES stormwater permit compliance services to a large waterfront industrial park with over 100 tenants. He has designed and permitted several stormwater infiltration facilities as well as Level 3 stormwater treatment measures required to meet NPDES permit benchmarks. Mr. Gokcora also provided construction assistance services during implementation of the first-phase improvements. He coordinated with the project archaeologist and the Department of Archaeology and Historic Preservation to obtain an excavation permit for pipe installation work within or adjacent to the footprint of found archaeological features on site.

SOLID WASTE

Landfill Redevelopment Planning, Cowlitz County, WA

Maul Foster & Alongi, Inc., led the redevelopment planning analysis of a 64-acre landfill for Cowlitz County and the Port of Longview. The privately operated landfill, located in Longview, had been in operation for over 30 years and had accepted over 8,000,000 cubic yards of waste, including demolition waste, woodwaste, paper waste products, boiler ash, and wastewater treatment solids. Mr. Gokcora was part of the design team that performed a technical feasibility analysis of potential remediation of the landfill. The feasibility study outlined several options for remediating the site by removing (mining) waste from the landfill and redeveloping the site to support industrial operations associated with the adjacent Port of Longview Barlow Point development. Large portions of the landfill are unlined, putting the landfill out of compliance with the current Washington Administrative Code for landfills. This condition presented unique challenges for removing and disposing of existing waste. As part of the study, Mr. Gokcora assisted the design team in preparing multiple options for transportation and disposal of mined waste, including cost estimates and timelines for each option.

REMEDIATION

Upland Remediation Design for Industrial Facility, Astoria, OR

Mr. Gokcora is the project engineer preparing the design for remediation of upland soil and sediment contamination associated with a historical ship construction and repair facility. Cost estimates have been developed for several approaches, such as excavation or dredging, on-site consolidation of soils and sediments, capping, and monitored natural recovery. Mr. Gokcora coordinated with the U.S. Army Corps of Engineers on the Section 408 process for restoration of an existing dike section on site as part of the remediation work. He worked with the project geotechnical consultant to prepare the Section 408 application, which included a dike design report, safety assurance review plan, and Section 408 checklist response. Mr. Gokcora also coordinated with Clatsop County regarding required conditional use permit application and assisted the design team with permit application preparation. All federal, state, and local permits have been obtained for the remediation project as of January 2020. Remediation construction is scheduled to start in summer 2020, and Mr. Gokcora will be managing the construction quality assurance program.



arussell@maulfoster.com
360.433.0223

Abbi Russell

SENIOR COMMUNICATIONS SPECIALIST

Ms. Russell has extensive strategic planning, community engagement, media relations, and crisis communications experience from her work on a variety of projects and issues, from multimillion-dollar state highway projects and major natural disasters to real estate development projects and community events. With 17 years of hands-on experience in public relations and community outreach for the construction, transportation, and port industries, Ms. Russell knows how to make communications a two-way street. She uses experience, insight, and strategy to develop and execute highly effective work plans that inform and engage diverse audiences, build relationships, and lead to constructive outcomes.

Education

- Bachelor of Arts in Public Affairs, Washington State University Vancouver

Firm Tenure

- 4 years

RELEVANT PROJECTS

Columbia-Snake River System Campaign, Pacific Northwest Waterways Association, Washington, Oregon, Idaho, and Montana

For the past four years, MFA has provided integrated communications, community engagement, and government relations services to deliver strategic messaging about the benefits of hydropower and river transportation to diverse audiences in Washington, Oregon, and Idaho. Ms. Russell's deep understanding of the maritime industry and her political awareness and ability to work with a variety of stakeholders provided a strong foundation for the development of a strategic plan for addressing this unique challenge. The approach MFA continues to follow with the client combines complex tools, tactics, messaging, and timing that inform and engage Northwest residents, lawmakers, agencies, and other stakeholders about the critical role of this system during a time of unprecedented interest and pressure.

Port of Anacortes Communications Support, Anacortes, Washington

MFA works as an extension of Port of Anacortes staff to provide cohesive, strategic communications support as the port educates residents about its role, informs its community about projects and initiatives, and advocates for project support and funding at the local, state, and federal levels. Ms. Russell acts as project manager and advisor, guiding strategy and content, and advising on community engagement.

Washington Public Ports Association Communications Support, Olympia, Washington

MFA works as an extension of Washington Public Ports Association (WPPA) staff to provide integrated communications support across WPPA's audiences and platforms. Ms. Russell acts as project manager and advisor, developing and guiding strategy and content for member communications and media relations. The MFA team has also assisted WPPA with branded messaging and website recommendations.

Petrichor Broadband Communications and Government Relations Support, Colfax, Washington

Petrichor Broadband is a publicly owned corporation formed by six public ports in Washington, with the mission of connecting underserved communities to broadband to help improve economic and community outcomes. Ms. Russell

Abbi Russell

advises Petrichor, its Executive Council, and the project team on strategic approaches, tools, and tactics to broadly communicate Petrichor's work, recognize its partners, and advocate for public funding for broadband infrastructure.

Comprehensive Plan Update, Port of Columbia, Dayton, Washington

The Port of Columbia manages many assets on behalf of the residents of Columbia County. These assets support economic vitality and quality of life for residents. Ms. Russell is managing a multidisciplinary project to identify and research port and community priorities with existing and potential future assets, provide a plan and tools for community input, and provide monthly updates to the elected commission in public workshops. Priorities include current and future land use, ownership of rail infrastructure, positioning current assets such as commercial spaces, recreation, grant opportunities, and more. The final deliverable is a comprehensive report that informs the Board of Commissioners and staff as they consider an update to the port's Comprehensive Plan.

Public Participation Support, Downtown Camas Association, Camas, Washington

Ms. Russell is managing a project to provide integrated facilitation, community engagement, communications, and planning and environmental advising services in support of the Downtown Camas Association's (DCA) Public Participation Grant. The grant helps the DCA involve its community in future cleanup of legacy contamination at the paper mill adjacent to downtown Camas. MFA helped the DCA form a Community Advisory Group (CAG), analyzed Environmental Justice needs near the project site, developed and implemented a strategic communications and community engagement plan, and drafts and delivers communications materials in coordination with the Washington State Department of Ecology. MFA's assistance helps ensure the CAG and community members have access to and understand the process, get their input included at key milestones, have their questions answered, and are well-positioned to meaningfully participate in public comment periods and future land use decisions.

Enrollment and Program Balancing, Portland Public Schools, Portland, Oregon

Portland Public Schools (PPS) is balancing its enrollment and program offerings to better serve Portland students, families, and communities. Working together with the district and MFA's GIS branch, FLO Analytics, Ms. Russell developed a comprehensive communications and engagement plan to connect with community members where they are and proactively communicate PPS's goals and the enrollment and program balancing process. The plan complemented the district's strategic planning work and integrated PPS's commitment to diversity, equity, and inclusion as the district works to implement constructive changes across its multicultural, urban district.

Manufactured Gas Plant Remediation, Eugene Water and Electric Board, Eugene, Oregon

Ms. Russell developed communications strategy, tactics, and messaging as the Eugene Water and Electric Board (EWEB) remediated a former manufactured gas plant site on the Willamette River. Working together with staff from EWEB, the Oregon DEQ, and MFA engineers and scientists, Ms. Russell developed talking points, materials, and signage to communicate information about the remediation, including odors associated with excavation work. The materials were not hazardous in low concentrations, but the odor could still be detected. The communications strategy and materials were designed to notify nearby businesses and residents about odors before excavation began and provide resources in case people had concerns or questions. The strategy also recommended that EWEB reach out proactively to local news media to share information about the project and potential odor. Due to these proactive measures and EWEB's outreach work in the community, EWEB received no complaints during material excavation and the project had balanced, factual coverage in local media.

Terminal 1 Waterfront Redevelopment Project, Port of Vancouver USA, Vancouver, Washington

With a former employer, Ms. Russell led communications for the port's waterfront redevelopment project at its original marine terminal on the Columbia River. The site is awash with local history and culture while occupying a location that is physically prominent, environmentally sensitive, and key to the community's economic future. Ms. Russell developed communications plans to reach and engage multiple audiences, including the public, businesses, elected officials, partners, and news media; developed content for the web, collateral materials, presentations, and more; managed extensive media relations; and provided strategic communications guidance to staff and leadership.



Colleen Newell

STAFF COMMUNICATIONS SPECIALIST

Ms. Newell has over eight years of communications and community engagement experience. She has worked in the nonprofit and education sectors, helping create and implement organizational communications strategies from the ground up. She focuses on incorporating strategic storytelling to help clients effectively communicate and engage with their communities. Ms. Newell currently supports several projects focused on a variety of disciplines, including transportation, ports, and municipalities, giving her versatility in communications strategy development and implementation. Approaching every project with creativity and collaboration, she consistently produces exceptional, highly relevant content in a timely manner.

cnewell@maulfoster.com
971.254.8081

Qualifications

- B.A., Environmental Studies and Graphic Design:
Seattle University

Firm Tenure

- <1 year

RELEVANT PROJECTS

COMMUNICATIONS

Education and Advocacy Campaign, Pacific Northwest Waterways Association, Portland, Oregon

Ms. Newell provides communications support for the Pacific Northwest Waterways Association and their River Values Campaign. Through weekly content creation via website, e-newsletters, and social media, she helps to elevate their education and advocacy efforts in support of regional economic development.

Communications Support, Port of Anacortes, Anacortes, Washington

Ms. Newell develops weekly social media posts, articles, and e-newsletters to support the Port of Anacortes' communications program. Working in close collaboration with port staff, she helps generate ideas and pursue stories that are relevant and timely and communicate the value of the port to its community.

Communications Support, Port of Ridgefield, Ridgefield, Washington

Ms. Newell provides ongoing support for the Port of Ridgefield's communications needs, with a focus on the port's upcoming waterfront redevelopment and its economic and cultural benefits for Ridgefield and the region. She has drafted a variety of content highlighting the project and the port's community engagement efforts, including website content, articles, and an award submission.

Colleen Newell

Interagency Coordination, Washington State Department of Transportation, Seattle, Washington

Ms. Newell assists the Washington State Department of Transportation (WSDOT) as it coordinates with multiple Puget Sound agencies in preparation for a series of high-impact construction projects from 2024-2027. She supports monthly meetings with senior staff and executives from all Seattle-area transit agencies, including drafting agendas, taking notes, and distributing meeting materials.

Communications Support, Marion County Detroit Lake Marina Excavation, Detroit, Oregon

Ms. Newell provides community engagement and project support for Marion County's Detroit Lake Marina Excavation and Resiliency Project. She facilitates client and agency coordination and assists with public engagement, including an open house for community members to learn more about the project and provide input on beneficial reuse options for the excavated material.

Stakeholder Engagement Support, Pierce County Meat Processing, Pierce County, Washington

Ms. Newell assists with stakeholder outreach and engagement for Pierce and Thurston counties' regional assessment of meat production and processing capacity. She helps organize and create plans for livestock producer focus groups and captures feedback and key takeaways that identify potential solutions to the barriers producers face in processing their livestock.

Communications Management, Private High School, Portland, Oregon

Ms. Newell created and implemented a communications strategy for a private high school, supporting its goals of advancement, admissions, and event. She managed digital outreach and increased audience engagement through daily content creation via emails, social media posts, and website updates. She wrote and edited feature articles for the triannual school magazine and developed messaging for quarterly appeals to increase the number of donations and funds raised. She also planned and executed annual fundraising campaigns, which raised more than \$100,000 in 24 hours.



criley@cascaralanddesign.com
541.510.3200

Qualifications

- Bachelor of Landscape Architecture:
University of Oregon

Licenses/Registrations

- Registered Landscape Architect:
Oregon License No. 840
Washington License No. 1373
Idaho License No. LA-16822

Professional Certifications

- U.S. Green Building Council:
Leadership in Energy and Environmental Design Accredited Professional (LEED™ AP)

Firm Tenure

- 1 year

Curtis Riley, PLA, LEED AP

PRINCIPAL LANDSCAPE ARCHITECT AND PLANNER

Mr. Riley has over 17 years of professional experience in landscape architecture and master planning consulting services. His background encompasses a broad range of public and private projects and includes the development of conceptual master plans, the programmatic arrangement of thoughtful site designs, and the preparation of detailed design drawings for a wide variety of land uses. From concept to completion, Mr. Riley relies on his understanding of the relationship between regulation, physical site characteristics, and development feasibility to identify the best use of available land.

RELEVANT PROJECTS

Cascade Business Park Master Plan, Skamania, Washington

Mr. Riley collaborated with a multidisciplinary team to assist the Port of Skamania County to redevelop a 42-acre vacant property into the Cascades Business Park. The project is funded by the Washington State CERB planning grant and a Department of Ecology Integrated Planning Grant. Mr. Riley worked closely with the planning team to provide an overall vision for the business park to help identify the property's development potential.

Leichner Campus Master Plan, Vancouver, Washington

Clark County Department of Public Works engaged a multidisciplinary team to guide the master planning process for the closed Leichner Landfill and associated county-owned properties. The master planning process included community outreach to provide information to and seek feedback from residents, businesses, and private developers. Mr. Riley prepared master plan alternatives and 3-D perspectives that offered an overall conceptual design identifying where buildings, roads, landscape, pedestrian access, and other infrastructure might be located to support various types of future development.

SWIFT Center Campus Master Plan, Sedro-Wooley, Washington

Mr. Riley worked on a large, interdisciplinary team—including economists, transportation engineers, geotechnical engineers, and natural resource scientists—to evaluate opportunities for and constraints to redevelopment of the 225-acre property, prepare a conceptual site plan, and create land use policies to support implementation of the vision. Mr. Riley provided landscape design guideline standards and concepts that were incorporated into the master plan and led the civil engineering and landscape architecture team in the preparation of a 30-percent design for the first phase of development at the property.

Waterfront Brownfield Redevelopment Plan, Washougal, Port of Camas-Washougal, Washington

Mr. Riley was part of a multidisciplinary team that provided a plan for revitalization of 40 acres of the Washougal waterfront, including cleanup and redevelopment of a large former sawmill site. The project was a partnership between the public port and a private developer, with due diligence and master planning funded by a state Integrated Planning Grant. Mr. Riley prepared conceptual redevelopment site plans that included proposed commercial, high-density residential, and water-related uses with a multimodal waterfront trail.





Stephen Whittington

PE, SE

Associate | Structural Lead

years of experience:
in industry: 29 years
with KPFF: 19 years

education:
MS, Construction Engineering/Project Management,
University of Texas, Austin
BS, Civil Engineering,
Auburn University

registrations:
Professional Structural Engineer
OR, ID, WA

Professional Engineer
OR, FL, WA

key strengths:
waterfront experience
work with Port of Astoria

affiliations:
Chi Epsilon
Structural Engineers Association of
Washington
American Council of Engineering Companies
of Oregon

Stephen Whittington joined KPFF in 2004 and has over two decades of experience in structural and waterfront engineering and construction. During his tenure at KPFF, he has focused on structural design of waterfront structures, bridges, retaining walls, structural investigations and assessments, and cost estimating. Prior to joining KPFF, Stephen worked for 10 years in the field as a project engineer on large transportation projects across the southeastern US, including bridges over 2 navigable bays in Florida. Stephen brings a unique and rare combination of skills to his projects, having worked as both a project engineer for a large infrastructure contractor and as a structural design engineer. This experience helps him anticipate potential construction issues during design and helps his team develop higher-quality constructible bid documents.

Port of Astoria, Pier 2 West Replacement, Astoria, OR

Port of Newport, International Terminal Renovation, Newport, OR

Port of Vancouver, Berth 17 Rehabilitation, Vancouver, WA

Port of Vancouver, Terminal 1 Dock Removal and Replacement, Vancouver, WA

Port of Newport, NOAA Marine Operations Center - Pacific, Newport, OR

Port of Newport, Dock 5 Bid Book Independent Review, Newport, OR

City of Portland / Glacier NW/ Cargill, Portland Harbor Superfund Site Cleanup,
Dock and Seawall Analyses, Willamette River, Portland, OR

Port of Coos Bay, Railroad Swing Bridge Fender Repair, Coos Bay, OR

Port of Vancouver, Terminal 2 Berth 2, 3, 8 & 9 Cargo Load Ratings, Vancouver, WA

Port of Vancouver, Terminal 1 Timber Dock Repair, Vancouver, WA

Port of Astoria, Port of Astoria Storm Damage Assessments, Astoria, OR

Port of Vancouver, Terminal 1 Amphitheater Dock Structural Assessment and
Seismic Upgrades, Vancouver, WA

*Florida DOT, Hathaway Bridge Replacement Design-Build, St. Andrews Bay, FL

*Florida DOT, Midway Bridge Emergency Repairs, Choctawhatchee Bay, FL

**While working for another company.*



Matt Keenan PE

Principal

years of experience:

in industry: 27
with KPFF: 26

education:

BS, Physics, University of Oregon
BS, Civil Engineering, Oregon State University

registrations:

Professional Engineer
OR #56481
HI #12398

key strengths:

master planning and waterfront experience
work with Port of Astoria
coastal experience

affiliations:

American Public Works Association, Oregon
Chapter (Affiliate Member)

City Club of Eugene

Construction Specifications Institute (CSI)
Willamette Valley Chapter (Past President)

Eugene Area Chamber of Commerce

Tau Beta Pi National Engineering Honors Society

AIA-SWO (Affiliate Member)

Matt Keenan has over 25 years of experience working with multidisciplinary development teams to complete large, complex, and fast-tracked projects. His work encompasses waterfront development, utility infrastructure, bikeways and trails, roadways, sustainable stormwater, universal accessibility, urban redevelopment, parks and master planning. He understands how utility, transportation, and multi-modal infrastructure are designed to support vibrant and livable communities. Matt recently completed the Port of Astoria Waterfront Master Plan, and he is currently working on a proposed development at Pier 1 for Pacific Dream Seafoods.

- Port of Astoria, Waterfront Master Plan, Astoria, OR
- Pacific Dream Seafoods, Astoria Crab and Seafood, Pier 1, Port of Astoria, OR
- Port of Newport, International Terminal Redevelopment, Newport, OR
- Port of Bandon, Marian Redevelopment, Bandon, OR
- City of Newport, Coho/Brant Neighborhood Refinement Plan, Newport, OR
- City of Eugene, Riverfront Redevelopment and Infrastructure, Eugene, OR
- City of Albany, Waterfront Redevelopment, Albany, OR
- City of Eugene, Downtown Riverfront Park, Eugene, OR
- City of Lincoln City, Festival 51st Streetscape, Lincoln City, OR
- City of North Bend, Downtown Historic District Streetscape and Highway 101 Redevelopment, North Bend, OR
- Cannery Station Development and Public Infrastructure, Florence, OR
- Coos Bay Historical Society, Coos Bay Historical Museum, Coos Bay, OR
- PeaceHealth, RiverBend Master Plan, Springfield, OR
- PeaceHealth, Peace Harbor Emergency Department Expansion, Florence, OR
- City of Taft, Highway 101 Taft District Streetscape Redevelopment, Lincoln City, OR
- Oregon Coast Aquarium, Newport, OR
- City of Newberg, Newberg Riverfront Master Plan, Newberg, OR
- EWEB (Eugene Water & Electric Board), Riverfront Master Plan, Eugene, OR
- City of Springfield, Glenwood Waterfront Master Plan, Springfield, OR
- University of Oregon, Main Campus Infrastructure Master Plan, Eugene, OR
- City of Portland, Classical Chinese Gardens, Portland, OR
- City of Lake Oswego, Downtown Redevelopment, 'A' Avenue, Block 132, Block 136 and Millennium Park, Lake Oswego, OR



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July 1, 2023

Board of Commissioners
Port of Astoria
422 Gateway Ave, Suite 100
Astoria, Oregon 97103

Attention: President, Board of Commissioners

The Objective and Scope of the Audit of the Financial Statements

You have requested Talbot, Korvola & Warwick, LLP (“TKW”, “we”, “us”, or “our”) audit the basic financial statements of the Port of Astoria (the Port), as of and for the year ending June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Arrangement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity’s system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of Port’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.



RSM US Alliance is a premier affiliation of independent accounting and consulting firms. RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International. RSM US®, the RSM US Alliance logo and the RSM US Alliance signatures are proprietary to RSM US LLP, while RSM™ is used under license by RSM US LLP.

The Responsibilities of the Auditor (Continued)

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Port's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Board of Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Port complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Port involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Port received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the Required Supplementary Information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) requires to be presented to supplement the basic financial statements. Management is also responsible for the preparation of Supplementary Information (SI) presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the RSI and SI in any document that contains the RSI and SI and indicates that the auditor has reported on such RSI and SI. Management also agrees to present the RSI and SI with the audited financial statements or, if the RSI and SI will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the RSI and SI no later than the date of issuance of the RSI and SI and the auditor's report thereon.

The Board of Commissioners is responsible for informing us of its views about the risks of fraud within the Port, and its knowledge of any fraud or suspected fraud affecting the Port.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework (Continued)

Our audit will be conducted on the basis that management and when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Port from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the Port's financial statements. Our report will be addressed to the Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Port's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Port's books and records. The Port will determine that all such data, if necessary, will be so reflected. Accordingly, the Port will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Port personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Melanie Howard, Finance, HR and Business Services Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as drafting the financial statements or assistance with the adoption of GASB Statement No. 94 or 96, etc.), Melanie Howard, Finance, HR and Business Services Manager, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Parties' Understandings Concerning Situation Around COVID-19

To the extent any of the services described herein require a party to visit (Visiting Party) the other party's facilities (Host Party) in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of Port or TKW to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from Port personnel.
2. Timely responses to our inquiries.
3. Timely completion and delivery of client assistance requests.
4. Timely communication of all significant accounting and financial reporting matters.
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and expenses are incurred. Our fee for the services described in this letter is expected not to exceed \$48,750 for the year ending June 30, 2023 for the audit of the financial statements, unless the scope of the engagement is changed, the assistance which the Port has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. Billings are due upon submission.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information to them. You hereby consent to us sharing your information, including Confidential Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided such recipients are bound by written obligations of confidentiality that are as protective of your confidential information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent TKW gives the Port access to a Third-Party Product in connection with the services contemplated herein, the Port agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Port shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Port, or any user to whom the Port grants access to such Third-Party Product. The Port agrees to indemnify and hold TKW harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, liabilities, expenses, and costs (including legal fees, expenses, and costs) relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Port, or any user to whom the Port grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of TKW. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of TKW's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by TKW for the Port under this Arrangement Letter, or any documents belonging to the Port or furnished to TKW by the Port.

Use and Ownership; Access to Audit Documentation (Continued)

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable TKW policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in TKW's form. TKW reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Port, the Port will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because TKW will rely on the Port and its management and Board of Commissioners to discharge the foregoing responsibilities, the Port agrees to indemnify, hold harmless and release TKW and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Port's management.

THE PORT AND TKW AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY TKW OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL TKW OR THE PORT, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE PORT TO TKW UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE PORT OF ITS PAYMENT OBLIGATIONS TO TKW UNDER THIS ARRANGEMENT LETTER.

Confidentiality

TKW and the Port may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, TKW and the Port agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, TKW is permitted to disclose the Port's Confidential Information to TKW's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

Confidentiality (Continued)

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by TKW and the Port, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Data Protection Compliance (Continued)

TKW and the Port acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term “Personal Information” means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the Port or Port’s customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Where we are acting as a service provider under the California Consumer Privacy Act, including as amended or replaced (“CCPA”), we (i) will not sell any Personal Information received from the Port; (ii) will not disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Arrangement Letter, including to provide Personal Information to advisers or sub-contractors, or to the extent such disclosure is required by law. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may use the Personal Information to improve and develop services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Port-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at its sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

Either party may terminate this Arrangement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of TKW, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the Port acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the Port or an individual to be identified by third parties without your prior written consent.

The Port agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Port agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements will be necessary. The Port agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Port that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Port seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the Port agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Port agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Talbot, Korvola & Warwick, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Talbot, Korvola & Warwick, LLP also has not performed any procedures relating to this official statement or memorandum.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the Firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Port agrees it will compensate us for any additional costs incurred as a result of the Port's employment of one of our partners, principals, or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Arrangement Letter. The Port shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Port shall not knowingly cause TKW to violate any sanctions applicable to TKW. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Arrangement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the Port to TKW shall also be sent to the following address: 14945 SW Sequoia Parkway, Suite 150, Portland, OR 97224. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between TKW and the Port and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

TALBOT, KORVOLA & WARWICK, LLP

By *Julie B. Fahey*
Julie B. Fahey, Partner

Confirmed on behalf of the addressee:
Port of Astoria

Signature

Title

Date

COMMITTEE ASSIGNMENTS

Fiscal Year 2022 - 2023

ORGANIZATION	COMMISSION	ALTERNATE
NWACT Northwest Area Committee on Transportation	Scott McClaine	Staff
Col-Pac EDD/ NOEA Columbia-Pacific Economic Development District/ Northwest Oregon Economic Alliance	Robert Stevens	Staff
WFOA Western Fishboat Owners Association	Robert Stevens	Staff
LCSG Lower Columbia Solutions Group	Scott McClaine	Staff
CEDR Clatsop Economic Development Resources	Dirk Rohne	Staff
Clatsop Cruise Committee/ Cruise Hosts	Frank Spence	Staff
OPPA Oregon Public Ports Association	Franks Spence & Scott McClaine	Staff
Columbia River Salmon Advisory	Dirk Rohne	Staff
OCZMA Oregon Coastal Management Association	Frank Spence	Staff
Regional Solutions Group	Frank Spence	Staff
Airport Advisory Committee	Jim Campbell	Staff
Budget Committee	All Commissioners	Staff
Finance Advisory Committee	Jim Campbell	Staff
Marina Advisory Committee	Robert Stevens & Jim Campbell	Staff
City of Cannon Beach	As Needed Basis: Staff/Commissioner	Staff
City of Seaside	As Needed Basis: Staff/Commissioner	Staff
City of Gearhart	As Needed Basis: Staff/Commissioner	Staff
City of Astoria	As Needed Basis: Staff/Commissioner	Staff
City of Warrenton	As Needed Basis: Staff/Commissioner	Staff
Clatsop County	As Needed Basis: Staff/Commissioner	Staff
Fish Expo	As Needed Basis: Staff/Commissioner	Staff
Lower Columbia Tourism Committee	As Needed Basis: Staff/Commissioner	Staff



RESOLUTION
NO. 2023-03

MAKING BUSINESS APPOINTMENTS AND AUTHORIZATIONS

BE IT RESOLVED that the Board of Commissioners for the Port of Astoria hereby establishes the following appointments and authorizations for the Fiscal Year July 1, 2023 to June 30, 2024:

OFFICERS FOR BOARD OF COMMISSIONERS:

President – TBD
Vice-President – TBD
Secretary – TBD
Treasurer – TBD
Assistant Secretary/Treasurer – TBD

FINANCIAL:

1. Auditors (ORS 297.425) – Talbot, Korvola & Warwick, LLP
2. Municipal Finance (ORS 279.01) – David C. Ulbricht, Director of Municipal Advisory Services, Special Districts Association of Oregon
3. Budget Officer (ORS 294.331) – Finance, HR & Business Services Manager
4. Custodians of Funds – Board Treasurer and Executive Director, or their appointee
5. Investment of Surplus Funds (ORS 294.035 1 to 9) – Custodians of Funds
6. Authorized officer for application, receipt, or expenditure of loan and grant funds – Board Treasurer, Executive Director, or their appointee.
7. Expenditures:
 - A. Checks require a signature from one Commissioner and one of the following: Executive Director, Deputy Director, or Terminal and Customer Support Manager.
 - B. Expenditures of funds shall comply with Oregon’s public contracting laws and the Port of Astoria’s financial policies and procedures.
8. Authorized Financial Institutions:
 - A. Checking and Money Market Accounts – Lewis and Clark Bank, Astoria Branch.
 - B. Property Tax Revenue Receipts and Disbursements: Clatsop County Treasurer

LEGAL NOTICES:

1. Official Notice posting sites:
 - A. Port Office Lobby
 - B. Port website: www.portofastoria.com
2. Local Newspaper of Record: *The Astorian*
3. Trade Newspaper of General Statewide Circulation of Record for public improvement projects in excess of \$125,000: *The Daily Journal of Commerce*.
4. News media to receive notices by email: *The Astorian, Cannon Beach Gazette, Coast River Business Journal, Chinook Observer, Seaside Signal, Merchant's Exchange, KAST Radio, KMUN Radio, Astoria Warrenton Chamber of Commerce.*
5. Organizations receiving notices by email:
 - Cities: Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton
 - Counties: Clatsop
 - Chambers of Commerce: Astoria-Warrenton, Seaside, Cannon Beach

REGULAR MONTHLY BOARD MEETINGS:

1. Location: Port of Astoria, Board Room, 10 Pier One, Suite 209, Astoria, Oregon or Port of Astoria, Board Room, 422 Gateway Avenue, Suite 100, Astoria, Oregon.
2. Time: First Tuesday of each month, 4:00 PM Pacific Time, unless modified by the Commission with prior notice.

SPECIAL/WORKSHOP BOARD MEETINGS:

1. Location: Port of Astoria, Board Room, 10 Pier One, Suite 209, Astoria, Oregon or Port of Astoria, Board Room, 422 Gateway Avenue, Suite 100, Astoria, Oregon.
2. Time: Third Tuesday of each month, 4:00 PM Pacific Time, unless modified by the Commission with prior notice.
3. Other special meetings scheduled as necessary with proper notice.

OTHER BUSINESS:

1. Election Officer – Executive Director
2. Bond Officer – Executive Director
3. Legal Counsel – Northwest Local Government Legal Advisors, LLC.
4. Insurance Agent of Record – Wilson-Heirgood Associates
5. Employment-related documents shall recognize the Port of Astoria is an equal opportunity employer.
6. Registered office and agent (ORS 198.340):
 - Office – 422 Gateway Avenue, Suite 100, Astoria, Oregon 97103

Agent – Executive Director

7. Public Records Custodian (ORS 192.410 to 192.505) – Executive Director or his or her appointee.

ADOPTED BY THE BOARD OF COMMISSIONERS this 18th day of July 2023.

Yes _____

No _____

Absent _____

ATTEST:

TBD, Chairman
Board of Commissioners

TBD, Secretary
Board of Commissioners

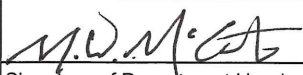
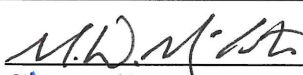




Port of Astoria
COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	July 18, 2023	
<u>DEPARTMENT:</u>	Airport / Operations	
<u>STAFF CONTACT:</u>	Matt McGrath	
<u>TOPIC:</u>	North Coast Civil Proposal	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>The Port has a tenant currently located in an executive hangar that is looking to build his own 100' x 80' hangar between the Bar Pilot and Lektro hangars. In order to do this, the Port needs to complete a utilities investigation to determine order of magnitude costs and a potential site plan and provide a potential site plan and order of magnitude costs.</p> <p>Once completed, this information will allow the Port to apply for funding through Business Oregon which could help fund the utilities infrastructure needed for the private hangar development.</p>		
<u>DOCUMENTS ATTACHED:</u>		
<p>Request for Expenditure 0151 North Coast Civil & Design – Professional Services Agreement</p>		
<u>SUMMARY & FINANCIAL IMPACT:</u>		
<p>Lease terms have yet to be finalized, as Port cannot enter into lease until utilities costs are determined; typical land lease rate of \$0.10/sq ft</p>		
<u>NEXT STEPS/TIMEFRAME:</u> <i>Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.</i>		
<p>Once approved by Commission, engage North Coast Civil to complete investigation, provide rough site plan and order of magnitude costs. Deliverables ETA - beginning of August 2023.</p> <p>STAFF RECOMMENDATION: approve RFE 0151 and North Coast Civil & Design Professional Services Agreement</p>		

REQUEST FOR EXPENDITURE

RE#	0151
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SECTION A	Date:	07/07/23	Department:	Airport
	Staff Contact:	Matt McGrath	Vendor (if determined):	North Coast Civil Design
	Description of Product or Service being requested:	2023 Hangar Development		
	Purpose of Product or Service being requested:	Professional Services Agreement to provide pre-design support.		
	Cost Estimate:	10,000.00		
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)			
	<input checked="" type="checkbox"/> No (Skip to Section C-2) / <input type="checkbox"/> Yes (Proceed)		\$	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D) / <input type="checkbox"/> Yes (Proceed to Section C-1)				
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
SECTION C	1.		TOTAL	NET OF GRANTS
	Account # for Budgeted Item (ex: XXX-XX)			
	FY 2022-2023 Budget for this Account		\$	\$
	Amount Spent Year-to-Date for this Account		\$	\$
	Amount Available to Spend for this Account		\$	\$
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
	2. If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
	Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)		TOTAL	NET OF GRANTS
	FY 2022-2023 Budget for the Account being reduced		\$ 3,489,034	\$ 1,423,914
Amount Spent Year-to-Date for this Account		\$ 0	\$ 0	
Amount Available to Spend for this Account		\$ 3,489,034	\$ 1,423,914	
SECTION D	3. If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.			
	(Specify date of Commission meeting when item is scheduled to be heard/approved)			
07/18/23				
SECTION E	 7-11-23		 7-11-23	
	Signature of Department Head Date		Signature of Deputy Director Date	
	 7-12-23		 7-12-23	
	Signature of Finance Manager Date		Signature of Executive Director Date	
(required if cost is unbudgeted, or > \$5,000 budgeted)				

(over for Quotation Analysis)

Project: Airport Hangar Development

Project Manager: Matt McGrath

Quotes obtained by: Matt McGrath

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
North Coast Civil Design	\$10,000.00	Will provide project site information and design considerations.	Immediate	Specialized engineering firm; numerous civil projects	Local
AKS Engineering	NA			Civil and structural	Portland company; met with representative; never provided estimate
Morgan Civil Engineering	NA				Manzanita, OR; Tried to schedule several times

Vendor selection & justification: (REQUIRED)
 North Coast Civil is a local company that has the expertise and bandwidth to provide a deliverable within a reasonable time frame.



Professional Services Agreement

Project Name:	Port of Astoria – 2023 Hanger Project
NC Civil Project No.	23009AST
Project Street Address of Description:	1110 SE Flightline Drive Warrenton, OR 97146
Client Name:	Matt McGrath Deputy Director
Client Mailing Address:	422 Gateway Avenue, Suite 100, Astoria OR 97103

We appreciate the opportunity to submit this Professional Services Agreement for your Project. Below, please find our proposed scope of work and fee. If agreed, please sign below, keep a copy for your records, and return a copy to us. This Agreement will be effective as of the last date of signature below, and we will proceed upon receipt.

Thank you for this opportunity. We look forward to working with you on this project.

Signed:		Signed:	
Printed:	Kyle Ayers, PE	Printed:	
Title:	Owner	Title:	
Company:	North Coast Civil Design, LLC	Client:	
Date:	June 30, 2023	Date:	

Project Understanding and Description

In accordance with your request, NC Civil has provided this proposal to provide professional civil engineering services regarding due diligence investigation and pre-design support for the Port of Astoria property improvements, Hanger Project located at the Warrenton-Astoria Regional Airport, in Warrenton, OR.

Scope of Work

Our tasks will include:

- a. Due Diligence Support: Provide client with project site information and provide design considerations for the hanger site.
- b. Conceptual Design Support: Attend team meetings to review concepts, begin preliminary design and discuss project constraints, while addressing Clatsop County and Warrenton land use requirements. This work will also include providing an associated construction cost estimate in order to assist the client in establishing a budgetary estimate for construction.

Deliverables

- Due Diligence Findings, electronic & paper copy
- CAD Base Drawings with Lidar surface, electronic & paper copy
- Preliminary cost estimate, electronic & paper copy

Proposed Fee Summary

NC Civil proposes to perform these services on a Time & Material basis with an initial budget of **\$10,000** to be invoiced monthly based on work completed. Once this amount is depleted, we can renegotiate the contract based upon the amount of work still required.

All in-house and outsourced reimbursable costs such as copies, color plots/exhibits, reproductions, mileage, etc., will be invoiced; copies of direct expense vouchers are not provided with the invoices.

If you decide to pursue development of the property, NC Civil will provide an additional services proposal for civil engineering to support your efforts from conceptual design through preliminary design/land use approval, development permitting, final design, construction documents and construction services.

Scope and Fee Conditions and Assumptions

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. NC Civil's anticipated involvement covers the specific scope of work described above, and does not cover items not specifically included, such as the following: geotechnical reports; traffic studies; environmental studies (wetland delineations/natural resource assessment); arborist reports; irrigation system design; street/site lighting; and survey services. Our conceptual design work will be based on existing survey and civil mapping provided by the client.
2. NC Civil will be entitled to rely on the accuracy and completeness of services and information furnished by the client or others. NC Civil will provide prompt written notice to the client if NC Civil discovers any errors, omissions, or inconsistencies in such services or information.
3. NC Civil's standard General Conditions (GC's) apply to this contract, which are included with this proposal.
4. Application fees are not included in our fee for services and will be the responsibility of the Client.
5. Proposed and Conceptual design support only covers approximately 30% plan development. In order to proceed further than the 30% design, an additional services contract will be required as specified above.

EXHIBIT A

GENERAL CONDITIONS

North Coast Civil Design, LLC (NC Civil) strives to meet the needs of each CLIENT, and to develop and maintain long-term relationships based upon open communication, mutual trust, and respect. We believe that the achievement of an appropriate level of partnering and risk sharing on each assignment is necessary toward that end. Ultimately, this provides a significant level of protection for each CLIENT. The following general conditions have been developed with this in mind.

INTEGRATION

The Proposal letter together with these General Conditions comprises the entire Agreement between the parties. This Agreement may not be changed without the prior written consent of all parties to the Agreement. There are no terms or conditions that are not expressed in this Agreement.

AUTHORIZATION TO PROCEED

Execution of this Agreement by the CLIENT will be authorization for NC Civil to proceed with the work, unless otherwise provided for in this Agreement.

PAYMENT TO NC CIVIL

On signing, CLIENT shall pay NC Civil the following amount to be applied against the last invoice: \$0.00. Monthly invoices will be issued by NC Civil for all work performed under this Agreement. Invoices are due and payable on receipt. Failure to then pay shall constitute default. Interest at a rate of 1.5%, per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principle.

PROJECT FILE

All original papers and documents, and copies thereof, produced as a result of this agreement, except documents which are required to be filed with public agencies, shall remain the property of this firm and may be used by this firm without the consent of the CLIENT. If requested, reproducible copies of all drawings will be furnished to the CLIENT at cost of reproduction.

ACCESS TO RECORDS

CLIENT shall have access to all books, documents, papers and records of Consultant which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

STANDARD OF CARE

NC Civil will perform its professional services in accordance with the degree of care and skill ordinarily exercised by similarly qualified professionals currently practicing in this area under similar conditions. No warranties or representations are expressed or implied.

TERMINATION

This Agreement may be terminated for convenience by either party on 7 days written notice; or for cause, if either party fails to substantially perform the work in accordance with this Agreement through no fault of the other and does not commence correction of such work and nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, NC Civil will be paid for all authorized work performed up to the termination date plus termination expenses, such as but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

COST OPINIONS/ESTIMATES

Any cost opinions of Project economic evaluations provided by NC Civil will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, NC Civil cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions and CLIENT waives any claim for the accuracy or inaccuracy of such opinions.



UNAUTHORIZED CHANGES

In the event the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by NC Civil, the CLIENT recognizes that such changes and the results thereof are not the responsibility of NC Civil. The CLIENT agrees to release NC Civil from any liability from the construction, use, or result of such changes.

NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CLIENT and NC Civil has no third-party beneficiaries. NC Civil's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

SITE ACCESS/RIGHT OF ENTRY

The CLIENT must advise NC Civil prior to commencement of our services of any special requirements for site entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the CLIENT, the CLIENT shall obtain written permission for right-of-entry for the purpose of accomplishing our services.

JOB SITE CONDUCT AND SAFETY

NC Civil will be responsible for its professional activities on the job site. This will not relieve the CLIENT, Owner, or construction contractors of their obligation to maintain a safe job site. Neither NC Civil's professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for the job site safety.

INSURANCE

NC Civil shall maintain general liability and property damage insurance, which shall protect NC Civil from personal injury or property damage claims arising from negligent performance of work and under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit. Client understands and agrees that NC Civil's errors and omissions professional liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal. If Client offers insurance specific to the Project, Client shall offer NC Civil the option to enroll if applicable. The Client and NC Civil waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and NC Civil shall each require similar waivers from their contractors, consultants, and agents. If the Client requires types and limits of insurance in addition to the types and limits NC Civil normally maintains, Client shall pay NC Civil for costs incurred for the additional coverages.

TIME FRAME

If the Project is idle more than sixty (60) cumulative days, NC Civil may re-estimate its fees and scope of work.

SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless of whether NC Civil's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability, or any other type of cause of action, and shall apply to NC Civil, its officers and employees. The law of Oregon State shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in Clatsop County, Oregon.

DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and NC Civil agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.



ATTORNEYS' FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after eighteen (18) months have passed from the completion of services provided for in this Agreement, unless NC Civil's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

LIMITATIONS OF LIABILITY

No control over markets:

NC Civil does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.

Certification limitation:

NC Civil shall not certify or warrant conditions NC Civil cannot ascertain.

Limitation of liability:

The total aggregate liability of NC Civil and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the lesser of NC Civil's total compensation for the Services or NC Civil's applicable insurance.

Waiver of consequential damages:

Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action arising in tort, statute, or contract.

No liability for Client actions:

NC Civil shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without NC Civil's written approval.

No individual liability:

No shareholder, principal, member, officer, director, partner, employee, or other representative of NC Civil shall have personal liability to Client, or any other party, relating to this Agreement.

Force majeure:

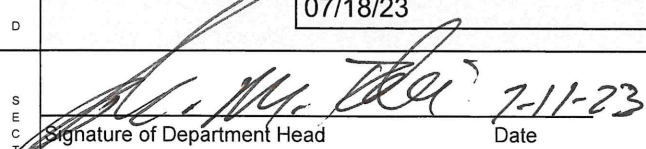
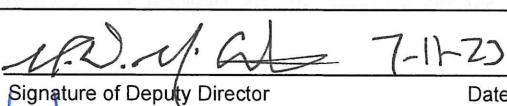


NC Civil shall not be liable for delay or failure outside of NC Civil's reasonable control, including without limitation inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.

Accrual of claims:

Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of NC Civil's final invoice.

RE#	0152
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REQUEST FOR EXPENDITURE

SECTION A	Date:	07/07/23	Department:	Airport
	Staff Contact:	Matt McGrath	Vendor (if determined):	Earthworx Excavation
	Description of Product or Service being requested:	Grading work behind Overbay / Precision Building		
	Purpose of Product or Service being requested:	Grading work to enable lot north of Overbay / Precision Building to be utilized as lay-down space; establish proper runoff for building longevity.		
Cost Estimate:	\$49,172.50			
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)			
	<input type="checkbox"/> No (Skip to Section C-2)		<input checked="" type="checkbox"/> Yes (Proceed) \$ 60,000.00	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D)		<input checked="" type="checkbox"/> Yes (Proceed to Section C-1)		
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
SECTION C	1.		TOTAL	NET OF GRANTS
	Account # for Budgeted Item (ex: XXX-XX)		710-00	
	FY 2022-2023 Budget for this Account		\$ 3,489,034	\$ 1,423,914
	Amount Spent Year-to-Date for this Account		\$ 0	\$ 0
	Amount Available to Spend for this Account		\$ 3,489,034	\$ 1,423,914
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
	2. If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
	Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)		TOTAL	NET OF GRANTS
	FY 2022-2023 Budget for the Account being reduced		\$	\$
Amount Spent Year-to-Date for this Account		\$	\$	
Amount Available to Spend for this Account		\$	\$	
SECTION D	3. If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.			
	(Specify date of Commission meeting when item is scheduled to be heard/approved)			
07/18/23				
SECTION E	 7-11-23		 7-11-23	
	Signature of Department Head		Signature of Deputy Director	
	Date		Date	
	 7-12-23		 7-12-23	
Signature of Finance Manager		Signature of Executive Director		
Date		Date		
(required if cost is unbudgeted, or > \$5,000 budgeted)				

(over for Quotation Analysis)

Project: Overbay

Project Manager: Matt McGrath

Quotes obtained by: Joe Tadei

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Big River Construction, Inc	98,000.00	mobilization; clearing; grubbing; aggregate base; and drainage swale.			
Earthworx Excavation	49,172.50	Mobilization; clearing vegetation and soils; replace with rock and install necessary drainage	Next 60 days	Excavating and maintenance	
Keith Keranen Excavating		Mobilization; clearing vegetation and soils replace with rock and install drainage		Excavating and maintenance	no response

Vendor selection & justification: (REQUIRED)
 As a current contractor working at the Airport, Earthworx has the necessary equipment, expertise and bandwidth to ensure that this project is completed prior to the rainy season; lowest bidder.



35064 Hwy. 101 Business | Astoria, OR 97103
 Phone: 503-338-3878 | Fax: 503-325-3119
 OR CCB # 147632 | WA L&J # BIGRIE*955DW
 www.bigrivercompanies.com

Contact: Ryan Lampi
Email: rlampi@bigrivercompanies.com

Quote To: Port of Astoria Job Name: Port of Astoria
 Joe Tadei Overbay Gravel Pad Extension
Phone: 503-741-3336 Date Quoted: 2/15/23
Email: jtadei@portofastoria.com Date of Plans: 3/10/22

See Exclusions and Clarificaitons Below

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOBILIZATION & GENERAL CONDITIONS	1.00	LS	8,000.00	8,000.00
	SILT FENCE & ESC MAINTENANCE	1.00	LS	3,000.00	3,000.00
	CLEARING AND GRUBBING	14,500.00	SF	1.50	21,750.00
	SITE CUTS	300.00	CY	38.00	11,400.00
	3/4"-0" AGGREGATE BASE (8" SECTION)	750.00	TN	55.00	41,250.00
	DRAINAGE SWALE (INCL. DITCH INLET)	140.00	LF	90.00	12,600.00
GRAND TOTAL					\$98,000.00

NOTES:

Clarifications:

No demolition or removal of structures or any other items on property.(no info on storage tank, assumed removal by owner)
 Ditch inlet catch basin included, no pipe shown leaving ditch inlet and did not include in our scope

Big River Construction will implement a fuel surcharge if fuel prices rise 10% above todays price per gallon. We also reserve the right to implement any increases in material costs due to current market conditions.

Exclusions:

- Inspection/testing fees/bonds
- Engineering/survey/construction staking
- Permits and/or connection fees
- Hazardous material removal/abatement
- Extra depth of pipe bedding/pipe foundation stabilization
- Abandonment or removal of underground structures(including but not limited to: wells, septic or piping)
- Landscaping/topsoil amendment or import/hydro seeding
- Dry utility trenching/conduits/installation
- Erosion Control that is in addition to Bid Plans
- Cast-in-place concrete
- Asphalt paving
- Striping & signage
- Vapor Barrier Supply or Installation
- Dewatering/unsuitable subgrades
- Rock Excavation

EARTHWORX EXCAVATION LLC
 PO Box 1160
 Seaside, OR 97138
 +1 9713200248
 earthworxexcavationllc@gmail.com



ADDRESS

Port of Astoria
 422 Gateway Ave Ste 100
 Astoria, OR 97103
 503-741-3336

Estimate 1215

DATE 05/25/2023

EXPIRATION DATE 06/24/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		FY 2022-2023 Gravel Pad Extension Exhibit B - Overbay/Precision (Project 2) 80' X 130' Area And 20' X 60' Driveway			
	Mobe Fee	mobilization-excavator, skid steer, roller	3	100.00	300.00
	Erosion Control	install silt fencing as per BMP's			420.00
	Skid Loader	remove vegetation, brush and overburden from worksite and pre-level to grade			2,500.00
	Excavator	slope water away from building to ditch lines			4,800.00
	Trucking	haul spoils to onsite dump per map haul 1 1/2" and 3/4" rock to worksite			6,800.00
	Pipe	install 330' of 4" pipe and fittings for building downspouts, buried along building footing and sloped to ditch lines			1,037.50
	Fabric	cover worksite with geotextile fabric (rolls)	3	650.00	1,950.00
	Rock	install 1 1/2"-0, grade and compact (tons)	375	19.00	7,125.00
	Rock	install 3/4"-0, grade and compact (tons) (including driveway access east of building)	405	21.00	8,505.00
	Roller	compaction			1,400.00
	Labor	hours	50	65.00	3,250.00
		--Basin, Pipe, Rock, Trenching to Front-- (C3-1 drainage swale & C3-2 ditch inlet)			
	Excavator	hours	16	185.00	2,960.00
	Pipe	plus fittings		1,200.00	1,200.00
	Rock	3/4"-0 (loads)	5	225.00	1,125.00
	Rock	clean 3"-0 (loads)	3	200.00	600.00
	Rock	pea gravel (loads)	2	400.00	800.00
	Sand	clean (loads)	3	150.00	450.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Trucking	hours	6	135.00	810.00
	Catch Basin	plus lid (ODOT)		2,100.00	2,100.00
	Labor	hours	16	65.00	1,040.00

A signed estimate and 50% down payment are required before work begins. Any unforeseen expenses incurred will be additional.

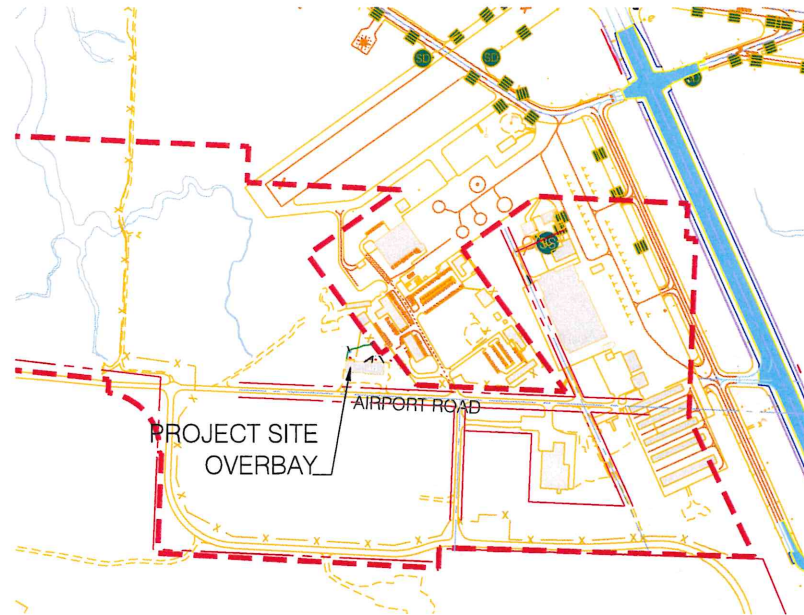
TOTAL	\$49,172.50
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Accepted By

Accepted Date

OVERBAY GRAVEL EXTENSION PORT OF ASTORIA, ASTORIA REGIONAL AIRPORT

LOCATION/VICINITY MAP



PROPERTY LOCATION:

2095 ASTORIA AIRPORT ROAD
WARRENTON, OREGON
LATITUDE: 45.1534 N LONGITUDE: 123.8856 W

PROPERTY DESCRIPTION:

PORT OF ASTORIA OVERBAY, LOT 2
LOCATED IN SECTION 26, TOWNSHIP 8 NORTH, RANGE 10 WEST
WILLAMETTE MERIDIAN, WARRENTON, CLATSOP COUNTY, OREGON
CITY OF WARRENTON FILE NO. _____

OWNER/DEVELOPER:

OWNER/DEVELOPER: PORT OF ASTORIA
CONTACT: ERIN HAWKINS
422 GATEWAY AVENUE, SUITE 100
ASTORIA, OREGON 97103
PHONE: 503-741-3333

CIVIL ENGINEERING FIRM:

ADVANCED REMEDIATION TECHNOLOGIES, INC
CONTACT: LANCE DOWNS, PE, GE
690 NW 1ST AVENUE, SUITE 109
CANBY, OREGON 97013
PHONE: 503-266-2122
FAX: 503-266-4724

ATTENTION EXCAVATORS:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO (2) BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-332-2344

NARRATIVE DESCRIPTION:

EXISTING SITE CONDITION:
THE SITE IS CURRENTLY DEVELOPED.

DEVELOPED CONDITIONS:
GRAVEL ENTRANCE, ACCESS ROAD, SINGLE-STORAGE COMMERCIAL BUILDING, AND STORM WATER DRAINAGE STRUCTURE.

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE:
SITE CONSTRUCTION GRADING: JUNE - OCTOBER 2022
FINAL STABILIZATION: OCTOBER - NOVEMBER 2022
APPROX. TOTAL SITE AREA = 1.7 ACRES
DISTURBED AREA = 0.33 ACRE

SITE SOIL CLASSIFICATION:
12-A COQUILLE-CLATSOP COMPLEX PROTECTED, 0 TO 1 % SLOPES
RECEIVING WATER BODIES: ADAIR SLOUGH

BMP's MATRIX FOR CONSTRUCTION PHASES

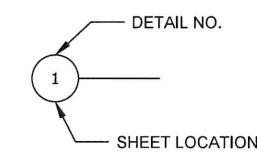
REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S	MASS					FINAL STABILIZATION	WET WEATHER (OCT 1 - MAY 31)
	CLEARING	GRADING	UTILITY INSTALLATION	STREET CONSTRUCTION	CONSTRUCTION		
EROSION PREVENTION							
PRESERVE NATURAL VEGETATION	X	X	X	N/A	N/A	N/A	X
GROUND COVER				N/A	N/A	N/A	
HYDRAULIC APPLICATIONS				N/A	N/A	N/A	
PLASTIC SHEETING				N/A	N/A	N/A	
MATTING				N/A	N/A	N/A	
DUST CONTROL	X	X	X	N/A	N/A	N/A	X
TEMPORARY/PERMANENT SEEDING		X	X	N/A	N/A	N/A	X
BUFFER ZONE				N/A	N/A	N/A	
OTHER:							
SEDIMENT CONTROL							
SEDIMENT FENCE (PERIMETER)	X	X	N/A	N/A	N/A	N/A	X
SEDIMENT FENCE (INTERIOR)			N/A	N/A	N/A	N/A	
DEWATERING			N/A	N/A	N/A	N/A	
SEDIMENT TRAP			N/A	N/A	N/A	N/A	
INLET PROTECTION			N/A	N/A	N/A	N/A	
STRAW MATS	**X	X	X	N/A	N/A	N/A	X
FILTER BERM			N/A	N/A	N/A	N/A	
NATURAL BUFFER ENCROACHMENT			N/A	N/A	N/A	N/A	
OTHER:							
RUN OFF CONTROL							
CONSTRUCTION ENTRANCE			N/A	N/A	N/A	N/A	
PILE/SLOPE PROTECTION			N/A	N/A	N/A	N/A	
OUTLET PROTECTION			N/A	N/A	N/A	N/A	
SURFACE ROUGHENING			N/A	N/A	N/A	N/A	
CHECK DAMS			N/A	N/A	N/A	N/A	
OTHER:							
POLLUTION PREVENTION							
PROPER SIGNAGE	**X	X	N/A	N/A	N/A	N/A	X
HAZ WASTE TAGS	**X	X	N/A	N/A	N/A	N/A	X
SPILL KIT ON-SITE	**X	X	N/A	N/A	N/A	N/A	X
CONCRETE WASHOUT AREA			N/A	N/A	N/A	N/A	

*SIGNIFIES ADDITIONAL BMP'S REQUIRED FOR WORK WITHIN 50' OF WATER OF THE STATE
**SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY

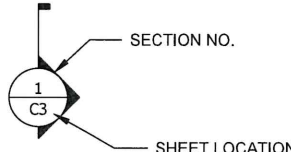
INSPECTION FREQUENCY:	
SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	DAILY WHEN STORM WATER RUNOFF, INCLUDING RUNOFF FROM SNOW MELT, IS OCCURRING. AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS REGARDLESS OF WHETHER STORM WATER RUNOFF IS OCCURRING.
2. PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY.	ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER. ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE PRIOR TO LEAVING THE SITE.
3. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CONSECUTIVE CALENDAR DAYS.	ONCE EVERY MONTH.
4. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF PRACTICAL, INSPECTIONS MUST OCCUR ONLY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.
5. PERIODS DURING WHICH IS UNLIKELY DUE TO FROZEN CONDITIONS.	MONTHLY, RESUME MONITORING IMMEDIATELY UPON MELT, OR WHEN WEATHER CONDITIONS MAKE DISCHARGE LIKELY.

SYMBOLS

DETAIL INDICATOR:



SECTION/PROFILE INDICATOR:



THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE EROSION CONTROL AND THE GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH STATE AND COUNTY EROSION CONTROL REQUIREMENT.

STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:

- HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE INSPECTOR TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS. (SCHEDULE A.8.C.I.(3))
- ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SCHEDULE A.12.B AND SCHEDULE B.1)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SCHEDULE B.1.C AND B.2)
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY, DURING INACTIVE PERIODS OF GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS. THE ABOVE RECORDS MUST BE RETAINED BY THE PERMIT REGISTRANT BUT DO NOT NEED TO BE AT THE CONSTRUCTION SITE. (SCHEDULE B.2.C)
- ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SCHEDULE A.8.A)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SCHEDULE A.12.C.I)
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SCHEDULE A.12.C.IV. AND V)
- PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SCHEDULE A.7.A.II)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SCHEDULE A.8.C.I.(1) AND (2))
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SCHEDULE A.7.A.V)
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FOOT OF WATERS OF THE STATE. (SCHEDULE A.7.B.II AND 2(A)(B))
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SCHEDULE A.8.C.I.(5))
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SCHEDULE A.7.C)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SCHEDULE A.7.D.I)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SCHEDULE A.8.C.I.(6))
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATION MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SCHEDULE A.8.C.II.(3))
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SCHEDULE A.8.C.I.(7))
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPs SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ON-SITE, OR USE AN EXIT TIRE WASH. THESE BMPs MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SCHEDULE A.7.D.II AND A.8.C.I.(4))
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SCHEDULE A.7.D.II.(5))
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SCHEDULE A.6)
- USE BMPs TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SCHEDULE A.7.E.I.(2))
- IMPLEMENT THE FOLLOWING BMPs WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SCHEDULE A.7.E.III)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SCHEDULE A.7.A.IV)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SCHEDULE A.9.B.III)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN PLAN APPROVAL BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SCHEDULE A.9.D)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS. IF NEEDED, THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SCHEDULE A.7.B)
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPs MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SCHEDULE A.7.E.II.(2))
- CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND BARE GROUND ACTIVITIES DURING WET WEATHER. (SCHEDULE A.7.A.I)
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SCHEDULE A.9.C.I)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SCHEDULE A.9.C.I)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SCHEDULE A.9.C.III.(4))
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DIVISION OF STATE LANDS REQUIRED TIMEFRAME. (SCHEDULE A.9.B.I)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SCHEDULE A.9.B.II)
- THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. (SCHEDULE A.7.F.I)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SCHEDULE A.7.F.II)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. (SCHEDULE A.8.C.III.(1) AND D.3.C.II AND III)

INDEX

- C1 COVER SHEET
- C2 SITE PLAN, EXISTING
- C3 SITE PLAN, PROPOSED FINAL GRADE



REVISION INFORMATION

REVISION INFORMATION	DATE	REVIEWING AGENCY
PERMIT	03/15/2022	CITY OF WARRENTON

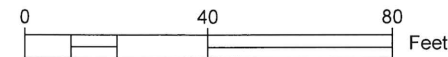
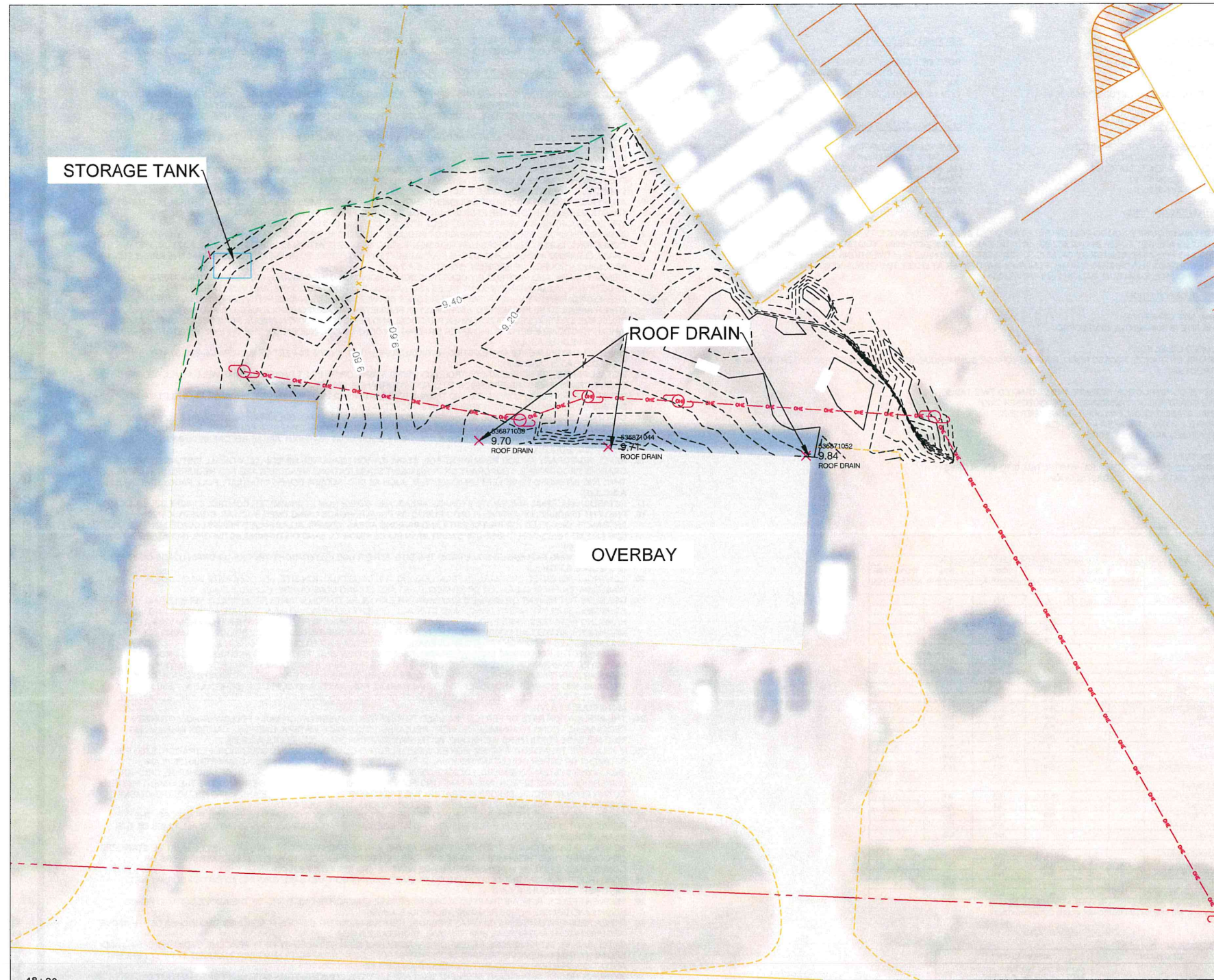
RENEWAL 12/31/23

REGISTERED PROFESSIONAL ENGINEER
LANCE DOWNS
PE, GE
NO. 08661
JULY 10, 2011
CANBY, OREGON

"PARTNERS IN SERVICE"
Advanced Remediation Technologies, Inc
690 NW 1st Avenue, Suite 109
Canby, Oregon 97013 503-266-2122

**PORT OF ASTORIA
OVERBAY GRAVEL EXTENSION
WARRENTON, OREGON
COVER SHEET**

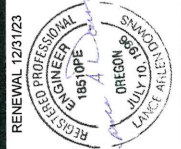
DATE	03/10/22
DRAWN	LAD
DESIGN	LAD
CHECK	KAD
SCALE	1"=20'
PLAN VIEW	
SHEET	C1 OF 3



LEGEND
 EXISTING GRADE CONTOUR

- GENERAL NOTES:**
1. SURVEY INFORMATION:
 SURVEY BY MAGYAR LAND SURVEYING
 P.O. BOX 1309, ASTORIA, OREGON 97103
 503-338-9958
 VERTICAL DATUM: NAVD 88 (GRS 80/ GEOID 18)
 HORIZONTAL DATUM: NAD83 (2011) EPOCH 2010.00
 UNIT: INTERNATIONAL FOOT
 2. ALL WORK PERFORMED IN CONNECTION WITH THE CONTRACT DOCUMENTS, INCLUDING MATERIALS FURNISHED, WORKMANSHIP, AND MEANS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THE LATEST STANDARDS, PRACTICES AND REQUIREMENTS OF THE APPLICABLE FEDERAL, STATE AND LOCAL AUTHORITIES.
 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS, DEPTHS AND ELEVATIONS PRIOR TO CONSTRUCTION AND ARRANGE FOR THE RELOCATION OF ANY IN CONFLICT WITH ALL CONSTRUCTION ACTIVITIES. THE LOCATIONS AND IDENTIFICATION OF UTILITIES WITHIN THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT GUARANTEED TO BE ACCURATE. ANY DISCREPANCIES BETWEEN SURVEY INFORMATION AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY.
 4. IT SHALL BE UNDERSTOOD THAT THE IMPROVEMENTS SHOWN ON THE DRAWINGS AND SPECIFICATIONS ARE MEANT TO COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. MODIFICATIONS, CONFLICTS, OR ISSUES THAT ARISE THAT WOULD CONTRADICT RELEVANT CODES AND ORDINANCES SHALL BE BROUGHT TO THE TENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY.
 5. COMPLY WITH OREGON LAW REQUIRING ADHERENCE TO THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090 AND ORS 757.541 TO 757.57. PHONE CONTACT FOR THE OREGON UTILITY NOTIFICATION CENTER IS 1-800-332-2344 (or 811).
 6. REPAIR AT OWN EXPENSE ANY DAMAGE DONE TO UTILITY SYSTEMS, SURFACE PAVEMENTS, SITE FEATURES, AND STRUCTURES, WHETHER INSIDE OR OUTSIDE OF THE PROJECT LIMITS, THAT ARE NOT DIRECTLY INDICATED TO BE REMOVED OR RELOCATED AS PART OF THE PROJECT CONSTRUCTION.
 7. ALL QUANTITIES SHOWN ON THE DRAWINGS OR SPECIFICATIONS ARE FOR CONVENIENCE ONLY.
 8. UPON PROJECT COMPLETION, THE PROJECT AREA AND ADJACENT SPACES SHALL BE FREE AND CLEAR OF ALL CONSTRUCTION MATERIALS, WASTE AND DEBRIS. CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL MATERIALS AS INDICATED IN THE PROJECT CONTRACT DOCUMENTS AND MUST MEET ALL APPLICABLE REGULATIONS OVERSEEING WASTE DISPOSAL.

REVISION INFORMATION	
REVIEWING AGENCY	CITY OF WARRENTON
DATE	03/15/2022
MILESTONE	PERMIT

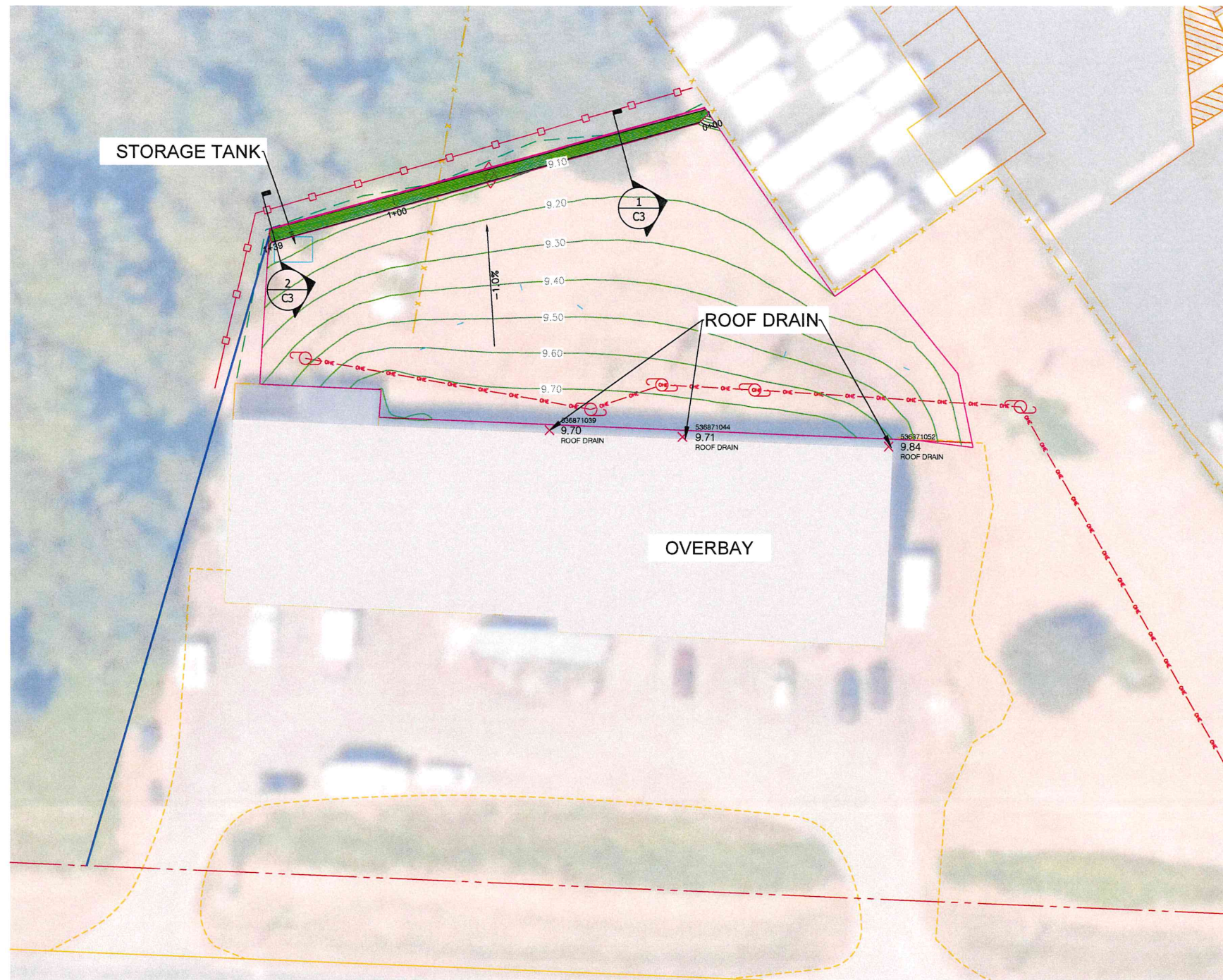


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**PORT OF ASTORIA
 OVERBAY GRAVEL EXTENSION
 WARRENTON, OREGON
 EXISTING GRADE SITE PLAN**

DATE	03/10/22
DRAWN	LAD
DESIGN	LAD
CHECK	KAD
SCALE	1"=20'
PLAN VIEW	
SHEET	02 OF 3





LEGEND

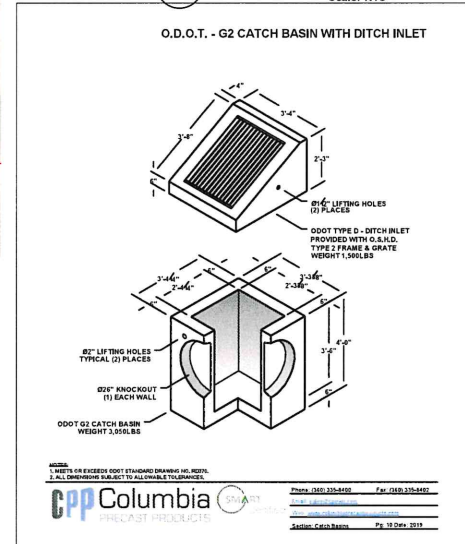
- PROPOSED FINISH GRADE CONTOUR —
- NEW STORM SEWER LINE —
- SEDIMENT FENCE —

THESE EROSION AND SEDIMENT CONTROL PLANS ASSUME "DRY WEATHER" CONSTRUCTION. "WET WEATHER" CONSTRUCTION MEASURES NEED TO BE APPLIED BETWEEN OCTOBER 1ST AND MAY 31ST.

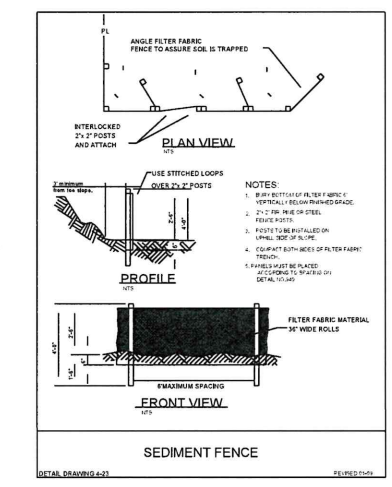
GRADING & DRAINAGE:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO INSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
2. UNLESS OTHERWISE NOTED, ALL GRADING, ROCKING AND PAVING TO CONFORM TO OSSC (ODOT/APWA) SPECIFICATIONS, 2018 EDITION.
3. CLEAR AND GRUB WITHIN WORK LIMITS ALL SURFACE VEGETATION, TREES, STUMPS, BRUSH, ROOTS, ETC. DO NOT DAMAGE OR REMOVE TREES EXCEPT AS APPROVED BY THE ENGINEER OR AS SHOWN ON THE DRAWINGS. PROTECT ALL ROOTS TWO INCHES IN DIAMETER OR LARGER ON TREES WHICH ARE NOT SCHEDULED FOR REMOVAL.
4. STRIP WORK LIMITS, REMOVING ALL ORGANIC MATTER WHICH CANNOT BE COMPACTED INTO A STABLE MASS. ALL TREES, BRUSH AND DEBRIS ASSOCIATED WITH CLEARING, STRIPPING OR GRADING SHALL BE REMOVED AND DISPOSED OF OFF-SITE. FILLS ARE NOT TO BE PLACED PRIOR TO APPROVAL OF STRIPPING LIMITS AND DEPTHS AND CONCURRENCE OF SUCH APPROVAL BY THE CITY.
5. IMMEDIATELY FOLLOWING FINE GRADING OPERATIONS, COMPACT SUBGRADE TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR). SUBGRADE MUST BE INSPECTED AND APPROVED BY THE CITY PRIOR TO PLACING EMBANKMENTS OR BASE ROCK.
6. ENGINEERED FILLS SHALL BE CONSTRUCTED AND COMPACTED IN 6" LIFTS OVER APPROVED SUBGRADE. ALL FILLS WITHIN PUBLIC RIGHT-OF-WAYS AND EASEMENTS SHALL BE ENGINEERED, WITH EACH LIFT COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR).
7. ALL FILLS OUTSIDE OF PUBLIC RIGHT-OF-WAYS WHICH ARE WITHIN POTENTIAL BUILDING ENVELOPES SHALL BE ENGINEERED AND COMPLY WITH THE OREGON STRUCTURAL SPECIALTY CODE, WITH EACH LIFT COMPACTED TO 90% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR). FILLS OUTSIDE OF BUILDING ENVELOPES WHICH ARE OVER 12-INCHES IN DEPTH SHALL ALSO BE ENGINEERED AND COMPACTED.
8. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, STRAIGHT GRADES SHALL BE RUN BETWEEN ALL FINISH GRADE ELEVATIONS AND/OR FINISH CONTOUR LINES SHOWN. FINISH PAVEMENT GRADES AT TRANSITION TO EXISTING PAVEMENT SHALL MATCH EXISTING PAVEMENT GRADES OR BE FEATHERED PAST JOINTS WITH EXISTING PAVEMENT AS REQUIRED TO PROVIDE A SMOOTH, FREE DRAINING SURFACE.
9. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CITY FOR THE FOLLOWING PROOF-ROLLS (WITNESSED BY THE CITY OR ENGINEER, WITH A FULLY LOADED ROCK TRUCK), PERFORMANCE OF PROOF-ROLLS SUMMARIZED BELOW ARE REQUIRED FOR ALL PUBLIC STREET, FIRE LANE OR COMMON USE DRIVEWAY IMPROVEMENTS. PERFORMANCE OF A PROOF-ROLL DOES NOT REPLACE THE REQUIREMENT FOR DENSITY TESTING WHERE SPECIFIED OR WHERE REQUIRED BY CITY STANDARDS.
 - SUBGRADE PROOF-ROLL - PRIOR TO FABRIC OR BASEROCK PLACEMENT
 - CURBLINE PROOF-ROLL - PRIOR TO PLACEMENT OF CURB & GUTTER
 - FINISHED ROCK PROOF-ROLL-PRIOR TO PAVING
10. CRUSHED GRANULAR BASEROCK SHALL CONFORM TO THE REQUIREMENTS OF OSSC (ODOT/APWA) 02630.10 (DENSE GRADED BASE AGGREGATE), WITH NO MORE THAN 10% PASSING THE #40 SIEVE AND NO MORE THAN 5% PASSING THE #200 SIEVE, AND SHALL BE APPROVED BY THE CITY PRIOR TO PLACEMENT.
11. COMPACT GRANULAR BASEROCK TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD (MODIFIED PROCTOR). PRIOR TO PLACING AC PAVEMENT, WRITTEN COMPACTION TEST RESULTS FOR BASEROCK AND TRENCH BACKFILL MUST BE RECEIVED BY THE CITY, AND A FINISHED ROCK GRADE PROOF-ROLL (WITNESSED BY THE CITY) MUST BE PERFORMED.
12. ALL EXISTING OR CONSTRUCTED MANHOLES, CLEANOUTS, MONUMENTS, GAS VALVES, WATER VALVES AND SIMILAR STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH GRADE OF THE PAVEMENT, SIDEWALK, LANDSCAPED AREA OR MEDIAN STRIP WHEREIN THEY LIE.
13. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 2H:1V MAXIMUM.
14. ALL PLANTER AREAS SHALL BE BACKFILLED WITH APPROVED TOP SOIL MINIMUM 8" THICK. STRIPPING MATERIALS SHALL NOT BE USED FOR PLANTER BACKFILL.
15. CONTRACTOR SHALL HYDROSEED ALL EXPOSED SLOPES AND DISTURBED AREAS WHICH ARE NOT SCHEDULED TO BE LANDSCAPED.
16. GRADING SHOWN ON THE DRAWINGS IS CRITICAL TO FUNCTIONING OF DRAINAGE SYSTEM AND SHALL BE STRICTLY FOLLOWED.

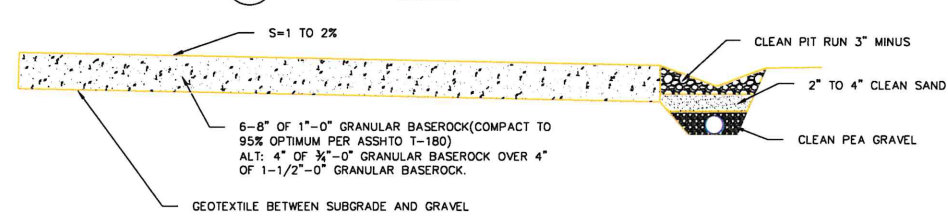
2 DITCH INLET
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EROSION CONTROL MEASURE



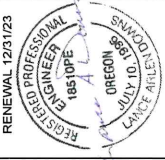
1 DRAINAGE SWALE
Scale: NTS



- NOTES:**
1. ALL DESIGN SUBGRADE SHALL BE COMPACTED AND PROOF-ROLLED PRIOR TO PLACEMENT OF BASEROCK. COMPACTION TESTING OF SUBGRADE MAY BE WAIVED AS OUTLINED UNDER NOTE 3.
 2. IF SUBGRADE FAILS THE PROOF-ROLL, SUBGRADE SHALL BE OVEREXCAVATED TO UNDISTURBED SOIL AND BACKFILLED WITH BASEROCK OVER GEOTEXTILE REINFORCEMENT FABRIC (AS SPECIFIED) TO ALLOW COMPACTION OF UPPER (DESIGN) BASEROCK SECTION AND TO MAINTAIN STRUCTURAL INTEGRITY OF NATIVE SUBGRADE SOILS. TYPICAL MIN OVEREXCAVATION REQUIRES IS 12-INCHES. NO RUBBER Tired EQUIPMENT ALLOWED ON SUBGRADE FOLLOWING OVEREXCAVATION.
 3. IF SUBGRADE PASSES PROOF-ROLL BUT CANNOT BE COMPACTED TO 95% OPTIMUM DENSITY PER AASHTO T-180 (OR IF CONTRACTOR CHOOSES NOT TO TEST), GEOTEXTILE SEPARATION FABRIC (AS SPECIFIED) SHALL BE PLACED ON THE SUBGRADE PRIOR TO PLACEMENT OF THE BASEROCK.
 4. REINFORCEMENT FABRIC (FOR USE W/O OVEREXCAVATION): NON-WOVEN (MIRAFI 1000N, GEOTEX 1001, LINO 255EX OR EQUAL), WOVEN (MIRAFI 550X, GEOTEX 2505T, LINO GTF250 OR EQUAL), SEPARATION FABRIC: NON-WOVEN (MIRAFI 160N, GEOTEX 601, LINO 1505X OR EQUAL), WOVEN (MIRAFI 500 X, GEOTEX 2005T, LINO GTF200 OR EQUAL).

Cpp Columbia
Professional Engineers
Phone: (503) 235-4100 Fax: (503) 235-4400
1000 NE Oregon Street, Suite 1000, Portland, OR 97232
www.cppcolumbia.com

REVISION INFORMATION	DATE	REVIEWING AGENCY
MILESTONE	03/15/2022	CITY OF WARRENTON
PERMIT		



"PARTNERS IN SERVICE"
Advanced Remediation Technologies, Inc
680 NW 1st Avenue, Suite 109
Warrenton, Oregon 97143 503-266-2122

**PORT OF ASTORIA
OVERBAY GRAVEL EXTENSION
WARRENTON, OREGON
FINISH GRADE SITE PLAN**

DATE	03/10/22
DRAWN	LAD
DESIGN	LAD
CHECK	KAD
SCALE	1"=20'
PLAN VIEW	
SHEET	C3 OF 3





Quadi⁷ent Proposal for PORT OF ASTORIA

Prepared for:
Stacy Bandy
admin@portofastoria.com
PORT OF ASTORIA

Prepared by:
Robert Nagy
R.Nagy@quadi⁷ent.com
203-301-3953 Ext. 13953
Quadi⁷ent, Inc.



Overview

Dear Stacy Bandy,

Your Quadiant postage meter agreement is now up for renewal. With this renewal we will be updating the equipment to the new iX series as the current postage meter is being decertified by the USPS and is now obsolete. The new iX series machine has new software and aligns with the latest changes required by the USPS including the new IMI stamp. This is a direct-replacement for your current mailing system.

This exclusive offer includes the new **iX-3** postage meter with a 5lb scale, meets new USPS requirements including the new IMI stamp, large back-lit display, easier navigation, maintenance, and rate change protection for only **\$70.99** per month.

The new **iX-3 Mailing System** features:

- User friendly navigation and shortcut keys that simplify rate selection and ensure postage accuracy every time.
- Rate chaining that automatically switches items weighing over 13 oz to Priority rates
- An integrated scale, sealer, and large display
- Space saving, built-in weighing platform with Smart Start technology
- Convenient ATM-style postage downloads with High speed internet connection or iMeter™ PC Link
- Up to 5,300 impressions per ink cartridge with Low Ink E-mail Alerts for efficient planning
- Convenient access to postal and department usage on Myquadiant for reporting at your fingertips
- Automated USPS® Rate Change updates

[Click here to learn more about the iX-3 Mailing System today!](#)

We appreciate your business!

Sincerely,
Robert Nagy
R.Nagy@quadiant.com
203-301-3953 Ext. 13953

***** Please Note: This meter connects through a high-speed digital connection for postage downloads and rate change and software updates.**

Any changes, addition, or modifications to the agreement must be accompanied by the signers initials.

If the address or company name on the form needs to be adjusted, please contact me before you sign and I will send you an updated copy. ***

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Quadiant, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

Product: Quadient IX-3

Offer Includes	Lease Payment Information and Schedule
Products: 5 lb Scale	Billing Frequency: Quarterly
Service Products: Maintenance, , Rate Change Protection	Monthly Payment: \$70.99 (Plus applicable taxes)
EasyInk: <input checked="" type="checkbox"/> (Quadient Postage Funding and LAN required)	Number of Months: 39
Billing Information	Installation Address
Billing CSN#:	
Company Name: PORT OF ASTORIA	Company Name: PORT OF ASTORIA
DBA:	
Address: 422 Gateway Ave Ste 100 ASTORIA, OR97103	Address: 422 Gateway Ave Ste 100 ASTORIA, OR97103
Contact: Stacy Bandy	Contact: Stacy Bandy
Email: admin@portofastoria.com	Email: admin@portofastoria.com
Phone: (503) 741-3300 Fax:	Phone: (503) 741-3300 Fax:
Office: 2650 - Oregon Main Post Office / Mail Drop:	Office#: 2650 - Oregon Main Post Office / Mail Drop Off:
Post Office ZIP Code:	Post Office ZIP Code:
Agreement PO - Tax Exempt - ACH	Postage Meter Funding
Purchase Order #:	Postage Funding Option: Quadient Postage Funding
Tax Exempt: <input checked="" type="checkbox"/>	Use my POC/TMS Account # <input type="checkbox"/>
ACH Payments (Lease Payment Only): <input type="checkbox"/>	My POC/TMS Account#
Previous Lease #:	Date Sent: 6/14/2023
Replaces Meter S/N: 10279785	Offer Valid Until:

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initialed here:

Approval & Terms

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

This document consists of a Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Direct-V9-2020), which are also available at www.quadient.com/Commercial-Equipment-Lease-Terms-USPS-Direct-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Name:
Title:
Date:

Authorized Signature:

Robert Nagy R.Nagy@quadient.com PH: 203-301-3953 Ext. 13953 FAX: (203) 301-2845
Quadient Leasing USA Inc. 478 Wheelers Farms Road, Milford, CT 06461

PRACTICAL MAILING SOLUTIONS FOR SMALL BUSINESSES

Compact. Cost-Effective. Effortless.



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EXPERIENCE
A rich history of
world-class leadership



PROVEN RESULTS
96% customer
satisfaction rate



EXPERTISE
8 billion personalized
experiences annually



BACKED BY THE EXPERTS
Gartner, Forrester,
and Aspire

Powerful Performance with a Compact Design

The iX-3 Series offers small offices the most pragmatic choice for delivering effortless mailing and shipping operations. Don't let this compact design fool you — the iX-3 is extremely powerful. Coupled with Neoship ADVANCED and Neostats, this complete suite offers a one-stop approach to processing, tracking, reporting and reconciling postage expenses for mail and parcels.

6. USPS® Approved IMI Meter

Ensure compliance with an Intelligent Mail® Indicia (IMI). These new meters meet the latest USPS requirements for data and security management.

1. Weighing Platform

Standard 5 lb. integrated scale handles postcards, envelopes and small packages with ease. Optional 10, 30, and 70 lb. platforms available.

2. Catch Tray

From postcards to 10" x 13" envelopes, the catch tray holds a variety of items.

3. Shortcut Keys

Save time and eliminate keystrokes with the iX-3 shortcut keys.

4. Moistener

Automatic sealing with an easy-access reservoir ensures a perfect envelope seal.

5. Hand Feeder

Smooth powerfeed provides fast batch processing.



MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED

Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.



- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
 - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



SPECIFICATIONS

USPS approved IMI meter	Standard
Processing speed	Up to 45 lpm
Weighing platform (integrated)	5 lb. Standard
On-screen DIM rating	Standard
Accounts/departments	50 Standard
Envelope minimum	3.5" X 5"
Envelope maximum	10" X 13"
Envelope thickness	Up to 3/8"
Envelope orientation	Landscape or portrait
Connectivity	LAN Standard
Rate shortcut keys	5
Job imprint memories	9
Neoslogan	Standard
Incoming mail date stamp	Standard
Default rate settings	Standard
Postage meter tapes	Standard
4-digit PIN code	Standard
Automatic postal rates download	Standard
Low-ink alerts	Standard
Neostats Basic postage expense reporting	Standard

OPTIONS

Differential weighing	Available
External weighing platform	Available 10, 30 or 70 lb.
Accounts/departments upgrade	100 or 300
Barcode scanner	Available
E-Services with Electronic Return Receipt™	Available
Neostats Enhanced Postage expense reporting	Available
Neostats Consolidated postage expense reporting	Available
Neoship PLUS online shipping software (USPS only)	Available
Neoship ADVANCED multi-carrier online shipping software	Available
WiFi adapter	Available
IPV6	Available

SYSTEM DIMENSIONS

iX-3 with integrated 5 lb. scale	10" X 17" X 10.5"
iX-3 with integrated feeder and catch tray	28.5" X 17" X 10.5"



About Quadient®

Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadient helps simplify the connection between people and what matters. Quadient supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadient is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadient, visit quadient.com.

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Ink Supply Management Simplified



Your postage meter is smarter than you think. It can even order ink cartridges for you at exactly the right time. As a result, there's no need to:

- Closely monitor the ink level in your mailing system
- Ensure orders are placed early enough to avoid running out of ink and disrupting your mail flow
- Take time out of your schedule to call or go online to order ink
- Communicate with company purchasing staff to request an ink order

It's actually as simple as it sounds. Just leave your meter connected to your local area network. When the ink level reaches 20%, your meter alerts Quadi^{ent} that you'll need a replacement cartridge soon. Quadi^{ent} will promptly ship you a new ink cartridge so that it arrives before your system runs out of ink.

You'll also get notification emails when each ink order is created and when each replacement cartridge ships.

Best of all, your ink orders are charged to your Postage Funding account, so you'll get a single bill for both the postage you download and the ink cartridges you buy.

There's no fees of any kind, and you can opt out whenever you want.

 **EasyInk**
by Quadi^{ent}

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EXPERIENCE
A rich history of
world-class leadership



PROVEN RESULTS
96% customer
satisfaction rate



EXPERTISE
8 billion personalized
experiences annually



BACKED BY THE EXPERTS
Gartner, Forrester,
and Aspire



RIVIAN

**RIVIAN ADVENTURE NETWORK
CHARGING STATION LEASE AGREEMENT**

CHARGING STATION LEASE AGREEMENT

This **RIVIAN LEASE AGREEMENT** (“**Agreement**”) is effective as of the last signature date below (the “**Effective Date**”), by and between Rivian, LLC, a Delaware limited liability company (“**Rivian**” or “**Tenant**”), and Port of Astoria, an Oregon local government entity (“**Landlord**”). Rivian and Landlord are also each a “**Party**” and together the “**Parties**”.

The Parties hereby agree as follows:

1. Property, Leased Areas, & Parking Spaces.

1.1 *Leased Areas.* Landlord hereby leases to Rivian, for the Term of this Agreement as defined below, each of the parking spaces (each, a “**Parking Space**”; collectively, the “**Parking Spaces**”) and associated land collectively comprising approximately 4,100 square feet, which are depicted on **Exhibit A** attached hereto (the “**Leased Areas**”) at the property commonly known as 55 Basin Street, Astoria Oregon 97103 United States (the “**Property**”) and further described in this Section 1.1.

Each Parking Space will include both an ingress thereto and egress therefrom. Each Parking Space shall be of adequate size and dimensions to accommodate the requirements of the Americans with Disabilities Act of 1990 and applicable state and local laws and regulations, compliance with which are the responsibility of Rivian. Landlord hereby covenants that (i) at or before Rivian takes possession of the Leased Areas pursuant to Section 1.6 below, Landlord will ensure that the Leased Areas meet the minimum specifications required by Rivian to build out the Parking spaces as set forth in Exhibit A, attached hereto; (ii) such specifications will remain in effect throughout the Term of this Agreement; and (iii) Landlord will not alter or modify or allow a third party to alter or modify the Leased Areas prior to the Commencement Date set forth in Section 2 of this Agreement.

The total Leased Areas and the various categories of Parking Spaces contained within the Leased Areas, as well as the quantity of each such Parking Spaces on the Effective Date of this Agreement, shall be as follows:

Up to 20 existing parking spaces and associated land contained within the square footage set forth in the preceding paragraph, which may be used for the Rivian Parking Spaces set forth below and related infrastructure. Within each category, any parking space intended to accommodate a trailer or other vehicle attachment shall be counted as two (2) spaces.

- (ii) Within such Leased Areas, there shall be 12 Rivian Parking Spaces in total, which shall consist of:
 - a. *6 Rivian Dedicated Spaces*– Each such Parking Space will be fully outfitted with the Fixtures (as defined below) and have fully-functioning Level 3 Charging Stations (as defined below). Only those types of vehicles expressly authorized by Rivian will be permitted to park in any of these spaces. Enforcement of this subparagraph shall be the responsibility of Rivian.

- b. *6 Rivian Prepped Spaces* – Each such Parking Space will be prepared and made ready for future installation of the Fixtures and Charging Stations, neither of which will be installed until converted pursuant to Section 1.2 below. Unless and until the Rivian Prepped Spaces are converted to Rivian Dedicated Spaces, any vehicle will be permitted to park in any of these spaces. Enforcement of this subparagraph shall be the responsibility of Rivian.

1.2 *Conversion of Parking Spaces.* The Rivian Parking Spaces will be identified by appropriate visual display pursuant to the provisions set forth in Section 7 below. Notwithstanding anything hereunder to the contrary, Rivian shall have the right to decide, in its sole discretion, whether some or all of the Level 3 Charging Stations shall be open solely to Rivian electric vehicles or to other electric vehicles, and Rivian shall have the right to change the status of all or some of the Level 3 Charging Stations on thirty (30) days' written notice to the Landlord. Rivian shall further have the option, in its sole discretion, to convert any of the Rivian Parking Spaces to another type of Rivian Parking Space after providing thirty (30) days' prior written notice to Landlord, which the Parties can agree to memorialize in an amendment to this Agreement. During the applicable notice period, Rivian will undertake the necessary installation/conversion process at Rivian's cost and expense, and Landlord will cooperate with Rivian during each such transition.

1.3 *Buffer Zone.* Unless otherwise agreed to in writing by Landlord and Rivian, Landlord hereby covenants that there shall be, at all times during the Term hereof, at least three (3) standard parking spaces between any Rivian Parking Space and those reserved for other electric car manufacturers and/or other electric car charging services.

1.4 *Acquiring Additional Charging Spaces.* If, during the Term of this Agreement, any other parking space existing as of the Effective Date on the Property previously designated and assigned to another electric vehicle company or charging company for the use of charging electric vehicles shall become available for re-designation (the "**Re-Designation Spaces**"), Landlord shall notify Rivian of the opportunity to acquire such Re-Designation Spaces in the same manner as any other qualified proposer. Landlord will consider Rivian's request to acquire any Re-Designation Spaces at terms mutually agreed to by the Parties, but the manner in which such Re-Designation spaces will be allocated is within Landlord's sole discretion.

1.5 *Access to the Property.* During the Term of this Agreement, unless otherwise restricted by applicable laws and regulations, Rivian as well as its contractors and vendors have unrestricted and unfettered access to the Property and the Leased Areas at all times and Landlord will make all reasonable efforts to ensure the same.

1.6 *Possession and Construction Dates.* Landlord will deliver possession of the Leased Areas to Rivian within ten (10) days after Rivian notifies Landlord that Rivian is ready to take possession of the Leased Areas ("Actual Possession Date"), which Rivian currently estimates as between January 16, 2024, and March 31, 2024. Rivian will, after providing Landlord with a minimum of seventy-two (72) hours' notice, enter the Property and begin construction as set forth in Section 3.1.

1.7 *Permitted Use.* Rivian shall use and occupy the Leased Areas solely for electric vehicle charging stations and incidental purposes directly related thereto (e.g., delivery/pick-up for sold and serviced Rivian electric vehicles). Rivian's use of the Leased Areas shall comply with applicable codes, laws, and ordinances.

1.8 *Relocation of Parking Spaces.* If Landlord is required to relocate any of the Parking Spaces from the locations identified in **Exhibit A** to another location on the Property, Landlord agrees that: (i) Landlord shall provide Rivian at least one hundred and twenty (120) days advance written notice of its relocation plan; (ii) Landlord will only relocate the Parking Spaces to a similarly situated area on the Property bearing the same or better accessibility and conditions; (iii) Rivian shall perform all outfitting and installation; (iv) Landlord will only effectuate the relocation once the replacement infrastructure (i.e., Fixtures and Charging Stations) are fully operational in the replacement Parking Space(s) as confirmed in writing by an authorized Rivian representative; (v) Landlord shall reimburse Rivian for all costs and expenses associated with such re-location, including all outfitting and installation costs; and (vi) Rivian shall not be required to cease operations at the existing Parking Spaces until the new Parking Spaces are operable and open to vehicles pursuant to this Agreement.

2. Term

2.1 *Initial Term.* The Agreement is effective upon signing but the term of this Agreement will commence on the Commencement Date (defined below) and shall continue for ten (10) years thereafter (the "**Initial Term**").

2.2 *Commencement Date; Critical Date Memorandum.* As distinguished from the Effective Date, when used in this Agreement the term "**Commencement Date**" shall mean the Actual Possession Date. In furtherance of the foregoing, within ten (10) business days of the Commencement Date, Landlord shall complete, execute and deliver to Rivian a Critical Date Memorandum in the form set forth in Schedule 1 attached hereto.

2.3 *Renewal Period.* Following the Initial Term, this Agreement will automatically renew for one (1) successive five (5)-year period ("**Renewal Period**") unless Rivian gives Landlord written notice of termination at least thirty (30) days prior to the end of the then-current term (the Initial Term together with any Renewal Period, collectively, the "**Term**").

2.4 *Early Termination.* Notwithstanding anything in this Agreement to the contrary, Rivian may terminate this Agreement at any time and for any reason prior to the expiration of the Term without penalty by providing the Landlord with sixty (60) days' prior written notice. Upon termination, Rivian shall undertake, at its sole cost and expense, the removal of any Fixtures, signage, and other equipment and restoration of the Leased Areas as described in subsection 3.3 of this Agreement.

3. Construction; Alteration.

3.1 *Initial Construction.* Upon delivery of possession of the Leased Areas (subject to Section 1.6), Rivian shall, as soon as reasonably practicable and after receiving approval from Landlord of Rivian's Documents as described in this subsection, undertake at Rivian's sole expense construction and installation of charging stations ("**Charging Stations**") and fixtures ("**Fixtures**") in

the Leased Areas in the manner described in **Exhibit B** attached hereto (the “**Initial Work**”). If Landlord fails to respond within fifteen (15) business days following receipt of Rivian's (i) submissions of plans and specifications related to the Initial Work or any subsequent alteration thereof; (ii) request for Landlord to execute permit applications or authorization letters (as reasonably required by the applicable governmental authority or utility company); or (iii) request for a utility easement (as reasonably required by the applicable utility company) [collectively, the “Documents”] the respective Documents shall be deemed approved by Landlord.

3.2 *Alterations.* Except as described in **Exhibit B** hereof, Rivian shall not make or permit to be made any further alterations, changes in or additions to the Property (including any Initial Work not set forth in Exhibit B) without Landlord’s prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), unless such changes either (i) are non-material deviations to any Initial Work or subsequent alterations previously approved by Landlord, or (ii) constitute updates and upgrades to any of the Fixtures and/or Charging Stations previously installed. Rivian reserves the right, with Landlord’s consent and subject to applicable laws and regulations and at its sole cost, to install trash receptacles, security cameras, satellite antennae, connectivity-related hardware or other equipment to remotely monitor the Leased Areas. Once trash receptacles are installed, Landlord’s maintenance obligations pursuant to Section 4.2 will include garbage collection from such receptacles.

3.3 *Removal.* Upon expiration of the Term or any earlier termination of this Agreement:

(i) Rivian shall, as promptly as reasonably practicable, remove the Fixtures and Charging Stations and all of Rivian’s visual displays from the Leased Areas and restore the same to the condition as of the Actual Possession Date, less reasonable wear and tear (provided Rivian shall not be obligated to remove any underground infrastructure associated with the Fixtures or Charging Stations unless specifically directed by Landlord at least one hundred eighty (180) days prior to the expiration or early termination of the Agreement. Rivian’s obligation for removal of underground infrastructure pursuant to this paragraph shall apply only to infrastructure actually owned by Rivian); and

(ii) any Fixtures and/or Charging Stations that remain in the Leased Areas after a period of forty-five (45) days, shall become the property of Landlord.

3.4 *Termination for Inability to Obtain Approvals.* If Rivian is unable to obtain either (i) construction permits for the Initial Work from those governmental authorities with jurisdiction over the issuance of required permits, or (ii) the necessary utilities to operate the Charging Stations at the Leased Areas, Rivian may terminate this Agreement upon thirty (30) days’ prior written notice to Landlord.

4. Maintenance.

4.1 *Rivian Maintenance.* Rivian shall be responsible for maintaining the Fixtures and the operability of the Charging Stations installed within each Parking Space, including without limitation regular inspections, upgrades and updates. Rivian will ensure the Charging Stations installed are capable of delivering the various charging options offered by Rivian to its electric vehicle drivers.

Additionally, any extraordinary maintenance of the Leased Areas and associated costs which are directly attributable to Fixtures/Charging Stations shall be the responsibility of, and borne by, Rivian.

4.2 *Landlord Maintenance.* Landlord shall keep the common areas and the Leased Areas of the Property in a “broom clean” condition, well maintained and in good repair, including the removal of all snow, ice, and any other debris. Landlord agrees, pursuant and subject to the provisions of the following paragraph, to notify Rivian at least ten (10) business days (or as soon as reasonably practicable) prior to any parking lot maintenance and coordinate with Rivian to ensure that all charging spaces remain available for use at all times. Notwithstanding the foregoing, when Landlord, as part of Landlord’s regular maintenance obligations, is performing asphalt paving, sealing, and/or striping work that affects the Leased Area, some or all of the Parking Spaces may be unavailable for use. Landlord shall provide a minimum of seven (7) days’ written notice to Rivian of any planned pavement maintenance Landlord’s actions pursuant to this section shall not entitle Rivian to any claim for reimbursement or damages from Landlord and shall not be deemed a violation of any term of this Agreement as long as Landlord uses commercially reasonable efforts to ensure that the Charging Stations remain available for use during such maintenance period.

4.3 *Charging Station Service Problem.* Users of the charging stations shall have access at all times to toll-free phone support provided by Rivian to resolve Service Problems associated with the Charging Stations. Rivian shall ensure that the applicable customer support phone number is displayed on or near each charging station. When used in this Agreement, the term “**Service Problem**” means a problem involving an individual charging station within one of the Rivian Parking Spaces that prevents a user from being able to charge his or her Rivian electric vehicle. Service Problems do not include problems caused by an interruption, curtailment, failure, or defect in the supply or character of utilities furnished to a Charging Station that are outside of Rivian’s control.

5. Fees.

5.1 *No Fees.* During the Term of this Agreement, unless expressly set forth herein, Landlord shall not charge Rivian any fees for the rights granted to it under this Agreement. Further, Landlord shall neither charge a premium parking fee (i.e., a fee over and above standard parking charges) nor a specific charging fee to Rivian electric vehicle drivers seeking to charge their vehicles in any of the Parking Spaces.

5.2 *Rent.* Notwithstanding the foregoing, commencing on the Commencement Date, Rivian shall pay Landlord rent of \$125.00 USD per Rivian Parking Space (i.e., \$1,500.00 total) on a monthly basis (prorated for any partial month), payable on the first (1st) day of each month without demand at Landlord’s notice address set forth in this Agreement or through such electronic means as reasonably agreed upon by Landlord and Rivian. The amount of rent due under this subsection shall increase by ten percent (10%) on the fifth (5th) annual anniversary of the Commencement Date.

5.3 *Property Taxes.* In addition to any Rent due to Landlord under subsection 5.2, Rivian shall be liable for the cost of any taxes or fees, including property taxes, assessed on the Leased Areas by Clatsop County, the City of Astoria, or any other governmental body other than the Port of Astoria, that Landlord demonstrates in writing is solely assessed due to the Charging Stations and Fixtures.

5.4 *Rental Documentation.* Landlord shall complete Rivian's standard vendor payment form (as may reasonably be required by Rivian) and federal, state and local tax forms if required, concurrently with Landlord's execution of this Agreement.

6. Utilities.

6.1 *Payment of Utilities.* Rivian agrees to arrange for and pay the charges for all utility services provided or used in or at the Leased Areas during the Term. Rivian shall pay directly to the utility company the cost of installation of any and all such utility services and shall arrange to have the utility service separately metered.

6.2 *Interruption.* Landlord shall not be responsible for any damages suffered by Rivian in connection with the quality, quantity or interruption of utility service, *provided that* the cause of the disruption or damage is/was not due to Landlord's error, omission, negligence or willful misconduct. In the event the cause of the disruption or damage is/was due to Landlord's error, omission, negligence or willful misconduct, Landlord will use its best efforts to promptly restore such utility service. Provided Landlord acts to promptly remedy any impacts on utility services that are the responsibility of Landlord under this section, Rivian shall have no claim against Landlord for reimbursement or damages attributable to an interruption of utility services while and until such remedy is being effected.

6.3 *Incentive Support.* If requested by Rivian, Landlord will support Rivian's application for utility incentives and assist Rivian with any other utility-related requests (including, if applicable, providing any of Rivian's contractors with full access to the Property for purposes of installing or upgrading all electrical systems or equipment). If incentives are or become available due to (i) Rivian's installation of the Charging Stations or Fixtures; or (ii) Rivian's use of the Leased Areas, then the Parties agree that any such incentives shall belong to Rivian and, if necessary, Landlord shall pass such incentives along to Rivian to the maximum extent practicable.

6.4 *Utilities.* Consistent with the terms of this Agreement, Landlord grants to Rivian the right to receive utility services, including but not limited to electric services, and for this purpose consents to allow the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use such utility services to serve the Leased Areas; to ingress to and egress from such utility service facilities across the Property; and to trim, remove, or clear any trees or brush within five (5) feet of the supplier's route to provide such services to the Leased Areas. In addition, Landlord shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of such route.

7. Visual Displays.

7.1 *Displays within Property.* *With written approval of Landlord as to placement, which approval will not be unreasonably withheld, delayed, or conditioned, Rivian may place signs or other visual displays promoting Rivian's charging services in locations at or about the Property. Rivian shall be responsible for ensuring that any signage or other visual display placed pursuant to this section complies with all requirements of the City of Astoria municipal code and related rules and regulations, and shall be directly liable for any costs or penalties assessed thereunder.*

7.2 *Displays on Parking Spaces.* Without limiting the generality of the foregoing, Rivian shall be permitted to place visual displays prominently within each of the Parking Spaces. The visual displays affixed on or about the Parking Spaces may comprise an information placard as well as signage delineating the Rivian Parking Spaces from other parking spaces on the Property.

7.3 *Representative Samples.* The signage and/or visual displays set forth in **Exhibit C** attached hereto are representative samples of the visual displays that Rivian intends to employ and install pursuant to this Section 7, and Landlord hereby approves of such displays as to design and content. All visual displays under this section shall be professionally prepared, installed and maintained at Rivian's expense.

8. Landlord's Covenants.

8.1 *Quiet Enjoyment.* In addition to Landlord's other covenants, representations and warranties under this Agreement, Landlord represents that it is the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Landlord. Landlord shall not take any action that would impair or interrupt Rivian's use of the Property or Fixtures or Charging Stations, and will provide Rivian with all reasonable cooperation to support and assist Rivian with the installation of, and upgrades to, the Fixtures or Charging Stations within the Leased Areas.

8.2. *Authority to Enter Agreement.* Landlord further represents, warrants and covenants that Landlord has obtained or shall obtain prior to the date when Rivian intends to access the Property any and all consents or approvals required for Landlord to perform its obligations under this Agreement, and for Rivian to take the actions contemplated herein. Landlord shall notify Rivian pursuant to Section 14 hereof within a commercially reasonable time if (i) Landlord has knowledge of third-parties impairing or misusing the Property, the Leased Areas or the Fixtures, or Charging Stations, or (ii) Landlord obtains knowledge of a needed repair to the Fixtures or Charging Stations.

8.3 *Unauthorized Vehicles.* If a vehicle violates the restrictions applicable to the particular Rivian Parking Space (as indicated on the applicable visual displays), then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, and enforcement of parking regulations established by Port of Astoria ordinance

9. Intellectual Property.

9.1 **"Rivian Intellectual Property"** means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or

extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

9.2 *No Ownership Transfer.* As between the Parties, any Rivian Intellectual Property utilized by Rivian to outfit the Leased Areas, shall be and remain the sole and exclusive property of Rivian and/or those of Rivian's landlords.

9.3 *Prohibited Actions.* Landlord shall not: (a) take any action that interferes with any of Rivian's rights in or to Rivian's Intellectual Property, including Rivian's ownership or exercise thereof; (b) use Rivian's Intellectual Property in any manner other than to operate Charging Stations or Fixtures; (c) reverse engineer, decompile, decrypt, extract, or disassemble Rivian's Intellectual Property, Fixtures, or Charging Stations; (d) remanufacture, rebuild, or tear-down Fixtures or Charging Stations; (e) challenge any right, title or interest of Rivian in or to Rivian's Intellectual Property; (f) make any claim or take any action adverse to Rivian's ownership of Rivian's Intellectual Property; (g) register or apply for registrations, anywhere in the world, for Rivian's trademarks or any other trademark that is similar to Rivian's trademarks or that incorporates Rivian's trademarks; (h) use any mark, anywhere, that is confusingly similar to Rivian's trademarks; (i) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Rivian's Intellectual Property, Charging Stations and Fixtures; (j) misappropriate any of Rivian's trademarks for use as a domain name without prior written consent from Rivian; or (k) alter, obscure or remove any of Rivian's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Charging Stations or Fixtures, marketing materials or other materials that Rivian may provide.

9.4 *Limited Use of Intellectual Property.* Landlord hereby (i) grants Rivian the right to use those name, logos, trademarks and service marks associated with the Property and to notify Rivian vehicle owners/drivers of the availability of the Parking Spaces within the Property, and (ii) acknowledges that Rivian shall be entitled to create and develop content, including photography, videography, and editorial materials intended to publicize and market the Leased Areas and activities undertaken in connection with this Agreement, including but not limited to delivery, installation, commissioning and use of the Charging Stations, which may include or feature the Property and trademarks thereof. Except as provided in the preceding sentence, no license under any existing or future trademark of either Party, by implication or otherwise, is granted to the other Party under this Agreement. Upon any termination of this Agreement, all licenses granted by either Party to the other under this Section 9 shall immediately terminate.

10. Confidentiality.

10.1 Neither Party shall disclose the purpose, terms or the existence of this Agreement or the contents thereof without the prior written consent of the other Party except to the extent that such disclosure is required by law, by a court of competent jurisdiction, by the rules of any stock exchange or by another appropriate regulatory body or that such disclosure is otherwise agreed in writing by the Parties. Disclosures prohibited under this Section 10 (without the other Party's prior written consent) include, but are not limited to, press releases, posts on social media, marketing presentations and similar announcements pertaining to the Parties' relationship and business dealings.

10.2 Notwithstanding the foregoing, Rivian may at its sole discretion and without Landlord's consent publicize (i) the location and type of its Charging Stations in relation to the Property, (ii) the opening of the Charging Stations at the Property, and (iii) any amenities or related benefits to Rivian's customers or Charging Station users at or in the general area of the Property. Further, the type of publication set forth in the preceding sentence shall be at Rivian's sole discretion (which may include, but is not limited to, print media, social media, websites, applications, television, and radio).

10.3 Except as required by law or as ordered by a court of law or other tribunal, any confidential, proprietary, or trade secret information that Landlord, its employees, contractors, and agents may learn, obtain, or access related to this Agreement remains Rivian's property and may not be used or distributed in any way without written authorization from the Rivian Legal Department and in compliance with a valid non-disclosure agreement executed by Rivian and the applicable entity or individual.

10.4 The Parties agree that any breach of this Section 10 is likely to result in irreparable injury to the non-breaching Party and that money damages would not be a sufficient remedy for such breach and the non-breaching Party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach without the necessity of proving actual damages or irreparable injury, or posting bond. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 10 or the Agreement but shall be in addition to all other remedies available at law or equity.

11. Insurance.

11.1 *Rivian Insurance.* During the Term, Rivian shall maintain in full force and effect, at its sole cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies. With respect to Rivian's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, Rivian will include Landlord as an additional insured with respect to liability arising out of Rivian's performance under this Agreement. Rivian shall consider its own insurance primary and shall not seek contribution from similar insurance being maintained by the Landlord as to the acts or omissions of Rivian.

11.2 *Landlord's Insurance.* During the Term, Landlord shall maintain in full force and effect, at its cost and expense, commercial general liability insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

11.3 *Types of Insurance.* The insurance policies required under this Section 0 shall: (1) be issued by insurance companies authorized to do business in the state in which the Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance

companies; and (ii) contain provisions whereby each Party's insurers waive all rights of subrogation against the other Party on each of the coverages required herein. From time to time upon request, each Party shall provide the other with a certificate of insurance, evidencing the required coverages. The Parties will endeavor to provide the other Party with thirty (30) days' prior written notice of any cancellation.

12. Limitation of Liability; Indemnification.

12.1 IN NO EVENT SHALL EITHER PARTY, TOGETHER WITH ITS AFFILIATES, AGENTS, PRINCIPALS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO OR ARISING EITHER DIRECTLY OR INDIRECTLY FROM ACTS PERFORMED OR OMISSIONS BY THE INDEMNIFYING PARTY PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ITS MAXIMUM INSURANCE COVERAGE AMOUNTS SET FORTH IN SECTION 11 ABOVE., EXCEPT THAT LANDLORD'S LIABILITY IN TORT SHALL BE LIMITED TO THE LESSER OF THE APPLICABLE DAMAGE LIMITATIONS IN THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, OR LANDLORD'S AGGREGATE LIABILITY COVERAGE UNDER THIS AGREEMENT. RIVIAN AND LANDLORD ACKNOWLEDGE AND AGREE THAT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS SECTION 0 SHALL NOT APPLY TO DAMAGES ARISING OR RESULTING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12.2 *Rivian's Indemnity of Landlord.* Except in the event of gross negligence or willful misconduct of Landlord, Rivian hereby agrees to indemnify, hold harmless and defend the Landlord (together with Landlord's directors, officers, employees, agents and representatives) from all liability, damages, losses, costs and obligations, including but not limited to damages, court costs and attorneys' fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to (i) Rivian's negligence or willful misconduct; (ii) Rivian's breach of this Agreement; or (iii) Rivian's violation of law. Rivian shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Rivian at or for use on the Property.

12.3 *Landlord's Indemnity of Rivian.* Except in the event of gross negligence or willful misconduct of Rivian, and subject to the terms and conditions of the Oregon Tort Claims Act, ORS 30.270 to ORS 30.300, Landlord hereby agrees to indemnify, hold harmless and defend Rivian (together with Rivian's directors, officers, employees, agents and representatives) from all liability, damages, losses, costs and obligations, including but not limited to damages, court costs and attorneys' fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to (i) Landlord's negligence or willful misconduct; (ii) Landlord's breach of this Agreement; or (iii) Landlord's violation of law.

12.4 *Hazardous Materials.* In the event Rivian discovers any Hazardous Materials (as defined below) in the Leased Areas, Rivian shall promptly notify Landlord. In the event Hazardous Materials were not installed or brought into the Leased Areas by Rivian and do not exist in their natural state and are required to be removed from or encapsulated in the Leased Areas by applicable law, Landlord shall promptly, at its sole expense encapsulate or remove, transport and dispose of

such Hazardous Materials in the manner prescribed by applicable Federal, State or local law. In the event Landlord elects or is required to perform any work relating to the abatement or removal of Hazardous Materials in the Leased Areas, Landlord shall notify Rivian of Landlord's work schedule. In the event Hazardous Materials are discovered during the Initial Work, the Commencement Date of this Agreement shall be extended for a day for day basis for each day that Landlord is performing its abatement or removal work. If such Hazardous Materials are discovered at any time other time during the term of this Agreement, such abatement or removal work is reasonably likely to interfere with Rivian's business or expose Rivian's customers and employees to Hazardous Materials or toxic materials, then at Rivian's option, the Term of this Agreement shall be extended on a day-to-day basis for each day that Landlord is performing its abatement or removal work and Rivian shall be permitted to close for business and all fixed minimum rent, additional rent and other charges shall abate until Rivian is once again able to reasonably conduct its business in a safe manner. For purposes of this paragraph, "Hazardous Materials" shall mean any pollutant, contaminant, waste, hazardous, asbestos containing, toxic or radioactive substance or material subject to regulation under any Federal, state or local laws from time to time. In furtherance of the foregoing, Landlord acknowledges and agrees in no event will Rivian be responsible or liable for any Hazardous Materials and related conditions not directly caused by Rivian or Rivian's contractors, including, without limitation, those that existed at the Property prior to the Actual Possession Date.

13. Default; Termination.

13.1 *Default.* If either Party breaches this Agreement and fails to cure its breach within thirty (30) days after receiving written notice of that breach from the other Party, then the non-breaching Party may terminate this Agreement by written notice to the other Party. In addition, the appointment of a receiver or trustee to take possession of all or substantially all of the assets of a Party hereto or a general assignment by a Party for the benefit of creditors, or any action or proceeding commenced by or against a Party under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors (collectively, a "**Bankruptcy Event**") shall entitle the other Party to terminate this Agreement if such Bankruptcy Event is not discharged within sixty (60) days after the date of commencement.

13.2 *Rights and Remedies.* Upon termination of this Agreement, the Parties agree that each Party shall have all of the remedies available at law or in equity if the other Party is in default of its duties and obligations hereunder, or is otherwise the subject of a Bankruptcy Event.

13.3 *Survival.* Upon the expiration or any termination of this Agreement, the following sections shall survive and remain binding on the Parties: 5, 9, 10, 11, 12, 13, and 15.

14. Notices.

14.1 *Notice Methods.* All notices or other communications provided for under this Agreement must be in writing and shall be deemed properly given and received (A) five (5) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested, or (B) two (2) business days after being sent by overnight delivery service; provided in all cases an electronic copy of the notice or other communication is also sent via email:

If to Rivian: Rivian, LLC
c/o Lease Administration
14600 Myford Road
Irvine, CA 92606
Attention: Sr. Real Estate Manager – Charging Network
leaseadmin@rivian.com

-and-
1-833-RIVIAN6 for 24/7 tech support

With a copy to: Rivian Automotive, LLC
14600 Myford Road
Irvine, CA 92606
Attention: Associate General Counsel–Real Estate and
Construction
legal@rivian.com

If to Landlord: Port Of Astoria
422 Gateway Ave #suite 100
Astoria Oregon 97103
mmcgrath@portofastoria.com

14.2 *Change of Notice Address.* Either Party may designate other or additional addresses or addressees for the delivery of notices by giving notice of the same in the manner as previously set forth herein.

15. Miscellaneous.

15.1 *Publicity.* Except as required by law or court order, neither Party will, without the other Party's prior written approval, (i) issue or make, or permit to be issued or made, any public communication of any kind regarding this Agreement or the relationship of the Parties; or (ii) use the name or any trademark(s) of the other Party. Notwithstanding the foregoing, during the Term of this Agreement, Rivian may promote the availability of Charging Stations within the Parking Spaces through traditional (i.e., print) and electronic media, including providing the address of the Property and a description thereof. In furtherance of the foregoing Landlord may include Rivian and the Charging Stations on Landlord's directory for the Property at any time after Rivian publicly announces the Charging Stations at the Property provided Landlord otherwise complies with Sections 9 and 10 herein. Landlord may further issue publications, social media, or other marketing involving Rivian, Charging Stations or the Fixtures (collectively, "**Publications**") provided Landlord (i) coordinates the Publications with Rivian; and (ii) obtains Rivian's consent to the Publications prior to their release, such consent not to be unreasonably withheld.

15.2 *Entire Agreement.* This Agreement, together with any exhibits hereto, constitutes the entire agreement and understanding of the Parties in connection with the subject matter hereof and it supersedes all discussion, documents and correspondence before the execution of this Agreement. This Agreement may only be amended by written agreement executed by both Parties.

15.3 *Waiver.* No waiver by a Party of any breach or series of breaches or defaults in performance by another Party, and no failure, refusal, or neglect of a Party to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with the performance of a Party's obligations under this Agreement, will constitute a waiver of the provisions of this Agreement with respect to any subsequent breach.

15.4 *Governing Law; Venue.* To the extent permitted by applicable law, this Agreement will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware, except that the arbitration provisions herein and any action to compel arbitration or enforce an arbitral award shall be governed by the Federal Arbitration Act and not by any state law.

15.5 *Dispute Resolution.* Any dispute between the Parties relating to this Agreement shall be resolved through the following procedure:

(i) *Good-Faith Negotiation.* To initiate dispute resolution proceedings, the claimant shall deliver a notice of claim to the other Party. Within twenty-one (21) days after the date of receipt of the notice of claim, the Parties shall hold a meeting, either in-person at a mutually agreed location or via Zoom or other video conferencing method (the "**Initial Meeting**"), attended by representatives of each Party with the authority to resolve the dispute, and shall negotiate in good faith to resolve such dispute. Within fourteen (14) days after the Initial Meeting, if the Parties have not yet resolved the dispute, the Parties shall hold a second such meeting, unless the Parties agree in writing that to do so would not be productive. Such meetings shall not be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party hereto of any remedies to which such Party would otherwise be entitled.

(ii) *Mediation.* If, within twenty-one (21) days following the last meeting described above, the Parties have not resolved the dispute, it shall be submitted to mediation in Clatsop County, Oregon, or the nearest practicable location thereto. The mediation shall be conducted by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures. The Parties shall divide all mediation fees and costs equally.

(iii) *Arbitration.* If, within twenty-eight (28) days following the mediation, the Parties have not resolved the dispute, then the claimant may submit the matter to binding arbitration, which shall take place in Clatsop County, Oregon, or the nearest practicable location thereto. The arbitration shall be conducted by the AAA under its Commercial Arbitration Rules. All arbitration proceedings and information related to the arbitration shall be confidential except to the extent that disclosure is required to seek court intervention in aid of arbitration or to enforce an arbitral award. The Parties shall divide all arbitral fees and costs equally.

(iv) *Arbitrator.* The arbitration shall be conducted by a panel of three neutral arbitrators. Each Party shall select one of the arbitrators, who will jointly select the third, unless the claim involves less than \$2,500,000, in which case the arbitration shall be conducted by a sole arbitrator selected by the Parties by mutual agreement. If the Parties do not agree on the sole arbitrator, then AAA shall select the sole arbitrator. All questions regarding the validity of the Agreement or of the arbitrability of any dispute shall be decided by the arbitrator(s). The arbitrator(s) may award any

type of remedy that a court could award, not otherwise precluded by this Agreement, including temporary or final equitable relief.

Court Intervention. Notwithstanding anything to the contrary in this Agreement or any other agreement between the Parties, either Party may seek emergency or preliminary equitable relief from the Circuit Court for Clatsop County, Oregon, for the sole purpose of preserving the status quo pending dispute resolution pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement or any other agreement between the Parties, the court that hears such an application shall have authority to determine whether the claims for relief are within the scope of this provision.

(v) Continued Performance. During the conduct of dispute resolution procedures pursuant to this Agreement, (a) the Parties shall continue to perform their respective obligations under this Agreement, and (b) no Party shall exercise any remedies other than those provided for herein in connection with such dispute.

(vi) Each Party shall bear its own legal fees and costs in connection with all activity under this Dispute Resolution section.

15.6 *Force Majeure.* Neither Party will be responsible or liable to the other Party for nonperformance or delay in performance of any of the terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed Party, including without limitation, acts of God, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, pandemics, and floods (“**Force Majeure Event**”); *provided, that*, the nonperforming or delayed Party provides to the other Party prompt written notice (but in no event more than five (5) days after the Force Majeure Event occurs) of the existence of and the reason for such nonperformance or delay.

15.7 *Relationship of the Parties.* The Parties are and shall remain independent contractors. This Agreement does not constitute a partnership or establish either Party as the agent, franchisee or legal representative of the other for any purpose, and neither Party has the authority to act for, bind or make commitments on behalf of the other, except as specifically provided for in this Agreement.

15.8 *Assignment.* Except as set forth herein, neither Party will be entitled to assign this Agreement or delegate any of its duties hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement a transfer to any of the following shall not constitute an assignment: (i) a parent or subsidiary of Rivian or Landlord, or (ii) any person or entity which controls, is controlled by or under common control with Rivian or Landlord, or (iii) in the case of Rivian, any entity which purchases all or substantially all of the assets of Rivian, or, in the case of Landlord, any purchaser of the Property, or (iv) a successor to any of the foregoing entities by purchase, merger, consolidation or reorganization (all such persons or entities described in (i), (ii), (iii) and (iv) being sometimes hereinafter referred to as “**Affiliates**”).

15.9 *Captions/Headings.* The captions, section numbers, article numbers, and exhibit names appearing in this Agreement are inserted only as a matter of convenience and in no way define,

limit, construe, or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

15.10 *Time.* Time is of the essence in this Agreement.

15.11 *No Third-Party Beneficiaries.* This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

15.12 *Counterparts and Electronic Signatures.* This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document. Any signature to this Agreement transmitted via facsimile (or other electronic means) or other electronic signature will be deemed an original signature and be binding upon the Parties hereto (it being agreed that facsimile or other electronic signature will have the same force and effect as an original signature).

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date hereof.

RIVIAN:

Rivian, LLC

By:

Name:

Title:

Date:

LANDLORD:

Port Of Astoria

By:

Name:

Title:

Date:

EXHIBIT A

Property Description/ Address; Parking Spaces

Address: 55 Basin Street, Astoria, Oregon 97103 United States

Assessor's Parcel Number: 80907CA00600



EXHIBIT B

Construction Activities; Description of Fixtures

Rivian's Initial Work may include, but shall not be limited to the following:

- Excavation activities for Rivian installation;
- Installation of new utility transformer;
- Installation of Rivian switchgear;
- Installation of Rivian Power Cabinets;
- Installation of Rivian Dispensers;
- Installation of Rivian signage;
- Required asphalt patching and re-striping as needed;
- Restoration of existing areas; and
- Other such work as approved in accordance with Section 3.1 of this Agreement.



Preliminary Rivian DCFC Hardware System

KEY FEATURES

- CCS connector
- 300 kW chargers capable of output voltages up to 920V
- Energy-efficient design via custom-developed Silicon Carbide power electronics
- Cloud-connected automated diagnostics
- Mobile app provides property location and GPS navigation to charger, charger status, and notifications
- Over-the-air updatable firmware
- ADA compliant
- UL certification pending



DCFC Dispenser



Power Cabinet

EXHIBIT C
Visual Displays



SCHEDULE 1

Critical Date Memorandum

This Critical Date Memorandum is made by and between _____, a _____, as Landlord, and Rivian, LLC, a Delaware limited liability company, as Tenant, who agree as follows:

1. Landlord and Tenant entered into a Charging Station Lease Agreement dated [date] (the "Agreement"), in which Landlord leased to Tenant and Tenant leased from Landlord the Leased Areas (as described in the Agreement) .
2. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.
3. Landlord and Tenant agree to confirm the key dates of the Agreement, including but not limited to the commencement and expiration dates as follows:
 - i. _____ is the Commencement Date;
 - ii. _____ is the expiration date of the Initial Term;
 - iii. _____ is the Actual Possession Date.

LANDLORD

Port Of Astoria,
a Oregon Government

By:

Name:

Title:

Date:

TENANT

Rivian, LLC,
a Delaware limited liability company

By:

Name:

Title:

Date: