

## Board of Commissioners

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

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

### Workshop Session

January 17, 2023 @ 4:00 PM  
 10 Pier 1, Suite 209, Astoria, OR\*

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

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

### Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. COMMISSION REPORTS
5. CHANGES/ADDITIONS TO THE AGENDA
6. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing  
 This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.  
 Public comment received by the deadline will be read aloud at the meeting.
7. CONSENT CALENDAR:
  - a. Meeting Minutes –
    - Workshop Session 11/15/2022..... 3
    - Regular Session 12/06/2022 ..... 7
  - b. Financials – November 2022 ..... 12
  - c. Event Calendar – January 2023 ..... 18
8. ADVISORY:
  - a. Maintenance Update – Joe Tadei
  - b. Business Oregon Debt Deferment Letter ..... 19
9. ACTION:
  - a. Request for Expenditure #0136 – Pier 1 Gangway ..... 22
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. Public comment received by the deadline will be read aloud during the meeting.
11. EXECUTIVE DIRECTOR COMMENTS
12. UPCOMING MEETING DATES:
  - a. Regular Session – February 7, 2023 at 4:00 PM
  - b. Workshop Session – February 21, 2023 at 4:00 PM
13. ADJOURN

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

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

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

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Please Note:

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**MEETING MINUTES  
NOVEMBER 15, 2022**

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

**Call to Order:**

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

**Roll Call:**

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

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

**Port Counsel:** Eileen Eakins was not present for 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. Executive Director Evaluation Contract – Special Districts Association of Oregon**

Commissioner Rohne introduces George Dunkel of the Special Districts Association of Oregon (SDAO), who joins the meeting via Zoom. Rohne notes that it is important to maintain continuity and best practices for the Executive Director's contract. George Dunkel thanks the Commission for welcoming him back to assist with the evaluation process. This year SDAO proposes the same type of process that has been used in past years, though the Commission is welcome to modify the questions. In the past, SDAO has provided four to five questions to answer regarding the Executive Director's performance as well as a rating metric. SDAO composites all answers into one report and provides the report back to the Commission. After the reviews are compiled, the Commission will meet in Executive Session to discuss the director's performance. Dunkel inquires if the Commission has any questions.

- Commissioner Stevens inquires if SDAO is able to provide copies of what Commissioners have submitted in prior years. Dunkel answers that yes, SDAO can provide those materials.
- Commissioner Rohne notes that the contract with SDAO to facilitate the Executive

Director's evaluation is not to exceed \$1,000.

Commissioner Spence moved to approve the contract with the Special Districts Association of Oregon. Commissioner Stevens seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

#### 6b. Aviation Fuel Supplier – Intent to Award

Executive Director Isom asks Finance, HR & Business Services Manager Melanie Howard to discuss the Aviation Fuel Supplier Request for Proposal (RFP) process. Howard explains that the RFP was issued on September 22<sup>nd</sup> for fuel supplier services at the airport. The Port received proposals from CityServiceValcon and EPIC Fuels. Howard, Deputy Director Matt McGrath, and airport consultant Gary Kobes formed the review committee. Howard reviews the proposal evaluation results from the committee members; the Port intends to award the contract to CityServiceValcon.

- Commissioner Rohne asks Howard to elaborate on this process. Howard explains that the impetus for the RFP was a lack of consistent fuel delivery. Port staff sought to explore options with an RFP. Howard notes that EPIC did offer a proposal with better options as far as pricing, but CityServiceValcon scored much higher for reputation. Other airports were surveyed as to their satisfaction with their current providers, and the results from airports with CityServiceValcon were overwhelmingly positive. Executive Director Isom adds that the Port has used EPIC as a fuel provider for a number of years, but recently EPIC was purchased by another company, and since the changeover, service has declined.
- Commissioner Campbell inquires how CityServiceValcon can compete with EPIC considering the EPIC proposal does not charge for the use of the fuel truck. Howard explains that staff has done an analysis of the total cost to lease the fuel truck from CityServiceValcon, and of the two options, the per gallon option is close but may be less.
- Isom adds that the reporting module that EPIC uses is not user-friendly. The reporting infrastructure that CityServiceValcon uses will be an added control for fuel reconciliations.
- Commissioner Campbell inquires when the contract will go into effect. Isom explains that the contract date will be agreed upon once the Commission approves the award.
- Commissioner Campbell inquires as to the costs associated with the transition. Howard explains that there are no additional costs and CityServiceValcon will have a staff member onsite for the transition.
- Commissioner Campbell notes that both contractors provide onsite training for staff. This is important for safety.

Commissioner Stevens moved to approve the award of the Aviation Fuel Supplier contract to CityServiceValcon LLC. Commissioner Spence seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

#### 6c. Request for Expenditure #0131 – Lektro Building Roof Repairs

Executive Director Isom refers to the Request for Expenditure on page 41 of the packet. The existing building conditions and necessary repairs are outlined in the Dr. Roof proposal beginning on page 43 of the packet. Total costs for this project are not to exceed \$25,000.

- Commissioner Rohne appreciates that there is a buffer to allow for repairs to continue without delaying the project.
- Executive Director Isom notes that per the current lease, the Port is responsible for maintaining certain parts of the Lektro facility, including the roof. The current lease was renegotiated when JBT purchased Lektro, and the lease is structured in such a way that financially, a lot of the revenue that comes from the Lektro lease is passed to Business

Oregon to pay for the debt on the building, which does not leave funds for reinvestment into the building.

Commissioner Spence moved to approve Request for Expenditure # 0131 Lektro Building Roof Repairs not to exceed \$25,000. Commissioner Rohne seconded. The motion carried 4-0 amongst the Commissioners present.

#### **Executive Director Comments:**

- Met with Meghan Leatherman with the City of Astoria and Walker Macy consultants to go over the draft plan for the zoning code amendments recommended in the Astoria Waterfront Master Plan. The amendments will be on the agenda for the City's workshop session this Friday. The meeting is intended to be educational for both the community and new City Councilors. Isom and Deputy Director McGrath will be attending, and Port Commissioners are encouraged to attend. There are surface issues concerning view corridors in the draft plan, though, in today's meeting, the consultants and the City were open to flexibility.
- Commissioner Campbell notes that view corridors aren't profitable for the Port. Campbell would like to see attention given to restaurants, hotels, and businesses that would be profitable for the Port and the community. Commissioner Campbell adds that the Riverwalk Inn is a windbreak for the marina.
- Commissioner Spence comments that over the past few years, the view site lines, and elevation have not been taken into consideration in the planning process. There is a tremendous difference between the elevation of marine drive versus dockside.
- The Port holiday party is coming up on Saturday, December 10<sup>th</sup>.
- There will be an Executive Session before the next regular meeting on December 6<sup>th</sup>.
- Julie Fahey of audit firm Talbot, Korvola & Warwick will present their audit findings at the regular December meeting.
- Commissioner Stevens inquires if the zoning amendments will allow the Port to build a structure in place of the Seafare restaurant. Isom answers that yes, the zoning allows for several stand-alone developments.
- Commissioner Rohen comments that Walker Macy has provided a tremendous service and has brought the Port and the City together to move forward in a cohesive manner.

#### **Commission Comments:**

Commissioner Campbell did not have any comments.

Commissioner Stevens did not have any comments.

Commissioner Rohne commented on the following:

- Commissioner McClaine discussed the idea of leasing the East Mooring Basin parking lot for other uses outside of fishing season. Options include a petti cab service to bring people downtown.

Commissioner Spence commented on the following:

- Will be attending the end-of-season thank-you dinner for the Clatsop Cruise Hosts this evening. All cruise hosts are welcome to attend for their service throughout the 2022 cruise season.
- Compliments Commissioner McClaine for working with the Astoria Warrenton Chamber of Commerce to update the economic impact survey of cruise visitors.
- Next year is the 20<sup>th</sup> anniversary of the Clatsop Cruise Hosts. Thanks to Bruce Conner for his efforts over the years.

#### **Upcoming Meeting Dates:**



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

**Adjourned:**

Chairman Rohne adjourned the meeting at 4:50 PM.

**APPROVED:**

**ATTEST:**

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Dirk Rohne, Board Chairman  
Board of Commissioners

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

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant / Administrative Coordinator

\_\_\_\_\_  
January 17, 2023  
Date Approved by Commission

**MEETING MINUTES  
DECEMBER 6, 2022**

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

**Call to Order:**

Chairman Rohne called the Regular Session to order at 4:05 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.

Special Guest: Angela Archibeque and Gemma Gibbons of Mead & Hunt; and Julie Fahey of Talbot, Korvola, & Warwick.

Also Attending: Ethan Myers of *The Astorian*; Finance Committee member David Oser; Finance Committee Chair John Lansing; and Budget Committee member Steve Kraske.

**Pledge of Allegiance**

**Commission Reports:**

Commissioner McClaine reported on the following:

- A company in Northwest Washington has secured the salvage rights for a sunken ship, the Steamship Pacific. It may be an opportunity for moorage or haul-out revenue.
- Recently went to Catalina Island and picked up a copy of their fishing brochure. Placing an ad may be a good opportunity for Port marketing.

Commissioner Spence had nothing to report.

Commissioner Rohne had nothing to report.

Commissioner Stevens reported on the following:

- Attended the City of Astoria City Council meeting. Comments were positive regarding the Port and code updates.
- Would like to set up a meeting to discuss cargo opportunities with the Executive Director.

Commissioner Campbell had nothing to report.

**Changes/Additions to the Agenda:**

There were no changes or additions to the agenda.

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

There were no requests for public comment.



**Consent Calendar:**

The Consent Calendar consisted of the following:

- Meeting Minutes – 10/18/2022 Workshop Session; 11/01/2022 Regular Session
- Financials – June Final 2022 and October 2022
- Event Calendar – December 2022

Commissioner Rohne notes amendments from Port Counsel Eileen Eakins for the October 18<sup>th</sup> and November 1<sup>st</sup> minutes. On the top of page two of the October 18<sup>th</sup> minutes, “personnel services contract” should read “professional services contract.” On page 4 of the November 1 minutes, “City Counsel” should read “City Council”.

*Commissioner Spence moved to approve the consent calendar as amended. Commissioner Campbell seconded. The motion carried unanimously 5-0 amongst the Commissioners present.*

**Advisory Items:****8a. Airport Master Plan Update– Mead & Hunt**

Deputy Director McGrath introduces Angela Archibeque and Gemma Gibbons with airport planning firm Mead & Hunt. The process began earlier this year when the Port entered an agreement with Mead & Hunt for an Airport Master Plan Update. Archibeque shared the PowerPoint included in the packet and presented an overview of the master plan. McGrath notes that the first public advisory meeting will be tomorrow. Presentation highlights include:

- The purpose of the master plan is to evaluate the needs of the airport for the 20-year planning period and create a roadmap to follow. The plan update will look at the next 20 years of aviation, including existing facilities, future trends, access roads, non-aeronautical property opportunities, and terminal expansion.
- The master plan update will allow the airport to continue to receive FAA funding once the Airport Layout Plan is approved by the FAA.
- Revenue generation goals include user fees, fuel sales, and the development of the Airport Industrial Park to bring the airport closer to being financially self-sustainable.
- There are two components of the master plan update that require FAA approval: the Airport Layout Plan and the Aviation Forecast.
- The kickoff meeting with stakeholder advisory groups was held in August, and the first planning advisory meeting will be held tomorrow. There will be a total of three planning advisory meetings and two public meetings.
- The airport is categorized as a General Aviation airport in the National Plan of Integrated Airport Systems (NPIAS) and is eligible to receive Airport Improvement Plan (AIP) funding.
- The plan includes evaluating property surrounding the airport for non-aeronautical use.
- The FAA has designated the critical aircraft to be B-II, and it is not predicted to change in the next 20 years. Gibbons refers to the Aviation Forecast Summary on page 35 of the packet, and notes that for 2031 the Coast Guard will more than likely have three additional based helicopters.
- Next steps include finalizing the Aviation Forecast and submitting the forecast to the FAA for review approval. The second advisory committee meeting will be held in the summer to present findings for land use planning, facility requirements, and alternative development. Findings will also be presented to the Port Commission as well as an open house public meeting to allow the public to give input.
- Commissioner Stevens inquires if the previous airport manager, Gary Kobes, is a part of the planning process. Angelique answers that yes, Gary has been interviewed and is included in the stakeholder advisory group.



- Commissioner Stevens refers to a letter Gary Kobes drafted to submit to the FAA regarding airport classification and inquires if based aircraft have changed, allowing for an upgrade to the airport's status. Gibbons explains that the Port does not have enough jet aircraft operations to change the airport's classification. McGrath explains that Gary's letter was based on the assumption that having a jet domiciled would upgrade the airport's status.
- Commissioner Stevens inquires if the master plan update will address staffing at the airport, per the Finance Committee's recommendation. Archibeque answers that, typically, staffing is only addressed at commercial airports, but they can look into staffing for the plan update.
- Commissioner Stevens inquires if the plan update includes evaluating who the airport customers are. Gibbons explains that yes, Gibbons conducted a small air service analysis to study airport users, including economic and socioeconomic data. Archibeque adds that there is detailed information included in the Aviation Forecast.

Commissioner Rohne thanks Archibeque and Gibbons for their presentation.

### **Advisory Items:**

#### **9a. Audit Results Presentation by Talbot, Korvola, & Warwick, LLP**

Julie Fahey, a partner with Talbot, Korvola, & Warwick, presents the audit results for the fiscal year ending June 30<sup>th</sup>, 2022. Fahey joins the meeting in person for the first time since the pandemic began. The auditors began onsite interim fieldwork in July, and final fieldwork was completed in September. For the complete presentation, please see meeting audio. Audit presentation highlights include:

- The Independent Auditor Report on page one of the Financial Statements shows an unmodified clean opinion.
- The Emphasis of Matter section of the Independent Auditor's Report explains that, because of the Governmental Accounting Standards Board (GASB) 87 implementation regarding leases, the financial statements have been retroactively restated. This was a tremendous amount of work for the Port's accounting department, especially since the Port's financials include a comparative year. Fahey notes that very few governmental agencies do a comparative year. Fahey emphasizes the effect of the restatements, as leases are a large source of revenue for the Port.
- The Statement of Net Position on page eight of the Financial Statements looks similar to the presentation in prior years, other than the implementation of GASB 87.
- The Port does not have control over PERS net pension liability. Based on investment performance, the Port can expect higher net pension liability next fiscal year.
- On the Notes to Financial Statements on page 40 of the report in the last paragraph of Contingencies, the note explains that due to the Harbor Fee loss, the receivables that were recorded will not be collected and were appropriately written off.
- The Port has one significant deficiency and no notes of noncompliance.
- Commissioner Rohne thanked Fahey for her presentation.
- Executive Director Isom comments that he has worked any many audit firms over the years, and TKW has been excellent to work with.

### **Action Items:**

#### **10a. Executive Director Evaluation/Contract**

Commissioner Rohne explains that the Port Commissioners have completed their annual review of the Executive Director with the assistance of the Special Districts Association of Oregon. The process went well, and the Commissioners have identified processes to enhance for the next evaluation. Port Commissioners are unanimously pleased with the Executive Director's performance. Isom's tenure began with emergency management with the onset of the COVID

pandemic and transitioned to extensive planning and now to aggressively pursuing funding. Rohne asks for a motion to extend the Executive Director's contract for another three years.

- Commissioner Campbell comments that it has been a very trying time and, despite the challenges of the pandemic, Isom has done a good job.
- Commissioner Rohne comments that though we can always do better, the Port Commissioners work well together, and in our Executive Director, we have someone to work with to move the Port forward. Rohne thanks the Executive Director and staff for their hard work.

Commissioner Spence moved to extend the Executive Director's contract for another year.

Commissioner Stevens seconded. The roll call vote occurred as follows:

Commissioner McClaine: Yes.

Commissioner Spence: Yes.

Commissioner Stevens: Yes.

Commissioner Campbell: Yes.

Commissioner Rohne: Yes.

The motion carried unanimously 5-0 amongst the Commissioners present.

#### 10b. Request for Expenditure #0134 Airport T Hangar Fencing

Deputy Director McGrath refers to the Request for Expenditure #0134 Airport T Hangar fencing on page 45 of the packet. The airport received a Critical Oregon Airport Relief (COAR) grant from the Oregon Department of Aviation to install 600 ft of fencing from the UPS facility along the west side of the hangars up to the county road. The fencing will close off public pedestrian access to the runways. The Port initially estimated the project cost to be \$50,000, with a 25% matching funds requirement per the COAR grant. The Port received several bids and would like to move forward with Olson Asphalt.

- Commissioner Campbell inquires if the area behind UPS will be cleared. McGrath explains that for UPS to expand in its current area, there would be a need for wetlands delineation. In the future, UPS may be interested in relocating to the Airport Industrial Park. Cambell would like to see the willows pulled out of the ditch in that area.
- Commissioner McClaine inquires why the fence posts are to be set into the ground and not into concrete. McGrath explains that the project would have to go through a permitting process if the Port were to use concrete.

Commissioner Spence moved to approve the contract with Olson Asphalt in the amount of \$26,400.

Commissioner McClaine seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

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

There were no requests for public comment.

#### **Executive Director Comments:**

- Would like to thank Commissioners Stevens and Spence, along with Finance Committee member John Lansing for their attendance at the City's workshop session when the Astoria Waterfront Master Plan code amendments were on the agenda. The code amendments were well received, and it was good for the Port to have a strong presence at that meeting.
- The Port has been working with Clatsop County to resolve ongoing property tax issues. The Port is a non-taxed local governmental entity, but under certain circumstances, when the Port leases property, those properties are added to the tax roll. There have been problems over the years with how taxes have been administered and where responsibility lies. Isom met with county staff to resolve tax burdens and set a procedure going forward.

- The Port holiday party is this Saturday at the Red Building.
- Would like to cancel or reschedule the January 3<sup>rd</sup> regular Commission meeting as the office will be short-staffed due to the Christmas and New Years holidays. Commissioner Rohne comments that the January 3<sup>rd</sup> meeting will be cancelled and can be rescheduled if necessary.

**Upcoming Meeting Dates:**

- Finance Advisory Committee – December 14, 2022 at 12:00 PM
- Workshop Session – December 20, 2022 at 4:00 PM

**Adjourned:**

Chairman Rohne adjourned the meeting at 5:15 PM.

**APPROVED:**

**ATTEST:**

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Dirk Rohne, Board Chairman  
Board of Commissioners

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Frank R. Spence, Secretary  
Board of Commissioners

Respectfully submitted by:  
Stacy Bandy  
Executive Assistant – Administrative Coordinator

January 17, 2022  
Date Approved by Commission



# NOVEMBER 2022 FINANCIALS NARRATIVE

For July through November 2022, the Port is showing an operating gain of \$499,208. This operating gain is trailing prior-year profits by \$333,026 and is \$510,918 below budget projections. Operating revenue YTD is at 91% and operating expense is at 103% of seasonally trended budget. Non-operating income is at 132% and non-operating expense is 78% of budget. Total net income YTD is \$587,569, which is \$47,758 behind budget expectations.

The budget and prior-year deficits for dockage are \$(137,518) and \$(290,352), respectively. For the year-to-date budget, \$163,335 had been included for estimated Harbor Fee income; the total FY23 budgeted amount for Harbor Fee income is \$380,000, none of which is expected to be collected. Looking at the prior-year differences, for July and November of 2021 the Port had billed for \$166,200 of Harbor Fee income.

Lease and rental income was \$243,890 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 roughly 98% of budget and prior year with Boatyard gross revenues at roughly 122% of budget and prior year. Net profits from fuel sales were up \$64,713 from prior year.

Personnel services came in \$104,496 under budget while materials and services were \$207,498 over budget.

Looking at non-operating totals, debt service expense is \$236,592 below budget, as a result of a new debt deferment agreement with Business Oregon. Capital spending in November was primarily for the West Basin pile replacements and Airport master plan projects.

## Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Nov 2022	\$ 435,753	63,300	\$ 309,014	\$ 126,739	\$ 145,387	22,781	\$ 99,621	\$ 45,766
Jul - Nov 2021	\$ 396,242	72,323	\$ 260,867	\$ 135,375	\$ 121,472	31,314	\$ 77,846	\$ 43,626
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 - Nov 2022	\$ 510,672	85,312	\$ 363,204	\$ 147,468	\$ 89,997	12,734	\$ 70,531	\$ 19,466
Jul - Nov 2021	\$ 257,698	63,134	\$ 170,056	\$ 87,642	\$ 42,764	7,977	\$ 34,681	\$ 8,083

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

	Actuals Jul 2022 - Nov 2022	Actuals Jul 2021 - Nov 2021	Budget Jul 2022 - Nov 2023	Budget Variance Through Nov	% of Budget Through Nov	Full '22-'23 Budget
<b><u>Operating Revenues</u></b>						
Dockage & Vessel Service	354,636	644,988	492,154	-137,518	72%	1,226,657
Lease & Rental Income	1,052,734	925,488	1,296,624	-243,890	81%	3,118,224
Rebilled Expenses	889,915	751,125	881,498	8,417	101%	1,713,380
Boat Haulout	321,519	257,399	262,547	58,972	122%	665,527
Marina Revenues	342,915	346,991	350,337	-7,422	98%	680,780
Fuel Sales	1,181,809	818,177	1,216,609	-34,800	97%	1,882,280
Ticket Revenues	2,100	4,535	7,344	-5,244	29%	9,540
Other Income	18,424	64,499	64,854	-46,430	28%	148,266
<b>Total Operating Revenues</b>	<b>4,164,052</b>	<b>3,813,202</b>	<b>4,571,968</b>	<b>-407,916</b>	<b>91%</b>	<b>9,444,654</b>
<b><u>Operating Expenses</u></b>						
Personnel Services	1,090,573	1,033,946	1,195,069	-104,496	91%	2,820,490
Materials and Services	2,574,270	1,947,022	2,366,772	207,498	109%	4,481,686
<b>Total Operating Expenses</b>	<b>3,664,844</b>	<b>2,980,967</b>	<b>3,561,841</b>	<b>103,002</b>	<b>103%</b>	<b>7,302,176</b>
<b>Income from Operations</b>	<b>499,208</b>	<b>832,234</b>	<b>1,010,126</b>	<b>-510,918</b>	<b>49%</b>	<b>2,142,478</b>
<b><u>Non-Operating Revenues</u></b>						
Property Tax Revenues-Genl Fund	737,551	787,566	471,193	266,358	157%	890,248
Timber Tax Revenues	0	41,827	0	0	0%	198,811
Other County Revenues	128	36,045	34,332	-34,204	0%	39,500
Grants*	192,771	1,940,564	192,771	0	100%	1,940,763
Interest Income	2,414	868	8,000	-5,586	30%	18,303
<b>Total Non-Operating Revenues</b>	<b>932,863</b>	<b>2,808,083</b>	<b>706,296</b>	<b>226,567</b>	<b>132%</b>	<b>3,087,625</b>
<b><u>Total Non-Operating Expenses</u></b>						
Capital Outlay*	782,611	2,608,126	782,611	0	100%	3,959,368
Interest Expense	23,736	25,137	99,145	-75,409	24%	474,936
Principal Expense	38,155	43,146	199,339	-161,184	19%	1,135,728
<b>Total Non-Operating Expenses</b>	<b>844,503</b>	<b>2,676,410</b>	<b>1,081,095</b>	<b>-236,592</b>	<b>78%</b>	<b>5,570,032</b>
<b>Net Income (Loss)</b>	<b>587,569</b>	<b>963,907</b>	<b>635,327</b>	<b>-47,758</b>	<b>92%</b>	<b>-339,929</b>

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

**Port of Astoria**  
**Balance Sheet**  
as of November 2022

	November 30, 2022
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Cash &amp; Cash Equivalents</b>	
Cash Funds	745
Operating Account #1442	1,647,338
Payroll Account #5344	32,006
Bornstein MMA #0004	63,322
Money Market #1259	262,520
<b>Total Lewis &amp; Clark Bank</b>	2,005,186
<b>Total Cash &amp; Cash Equivalents</b>	2,005,931
Accounts Receivable	532,720
Other Current Assets	2,612,673
<b>Total Current Assets</b>	5,151,324
<b>Fixed Assets</b>	35,731,756
<b>Other Assets</b>	
Long-term Receivables	18,016,273
	58,899,353
<b>TOTAL ASSETS</b>	
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	285,008
Other Current Liabilities	16,034,131
<b>Total Current Liabilities</b>	16,319,139
<b>Long Term Liabilities</b>	
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
<b>Total Long Term Liabilities</b>	17,728,678
<b>Total Liabilities</b>	34,047,817
<b>Equity</b>	
Retained Earnings	24,263,967
Net Income	587,569
<b>Total Equity</b>	24,851,536
	58,899,353
<b>TOTAL LIABILITIES &amp; EQUITY</b>	

Prepared by: Melanie Howard



Capital Projects  
November 2022  
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 11/30/2022	Grants Received through 11/30/2022	Expenses through 11/30/2022 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	3,070	-	3,070	246,930	1
Airport	Airport Master Plan	389,253	361,163	28,090	195,431	192,314	3,117	24,973	2
WFE - Marinas	West Marina Dredging	496,250	-	496,250	2,075	-	2,075	494,175	2
WFE - Marinas	West Marina Piling Replacement (25)	133,500	-	133,500	188,598	-	188,598	(55,098)	2
Administration	2022-23 IT Upgrades	30,000	-	30,000	20,133	-	20,133	9,867	3
Airport	Backfill and Site Prep Behind Overbay	30,000	-	30,000	350	-	350	29,650	3
Airport	Backfill and Site Prep Behind Recology	55,000	-	55,000	7,403	-	7,403	47,597	3
WFW	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	221,875	-	221,875	83,437	-	83,437	138,438	3
WFW	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	200,000	150,000	50,000	2,200	-	2,200	47,800	3
Airport	Airport Generator	20,000	10,000	10,000	1,985	-	1,985	8,015	4
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	T-Hangar Fencing	50,000	37,500	12,500	2,189	-	2,189	10,311	4
Airport	Vegetation Management	30,000	-	30,000	5,401	-	5,401	24,599	4
WFW - Boatyard	Boatyard Electrical Upgrades	10,000	-	10,000	-	-	-	10,000	5
WFW - Boatyard	Boatyard Stands	16,390	-	16,390	-	-	-	16,390	5
WFW - Boatyard	Boatyard Upgrades	650,000	455,000	195,000	136	-	136	194,864	5
WFW	Fire suppression/system upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
Airport	Gator Utility Vehicle	15,000	-	15,000	-	457	(457)	15,457	5
Airport	Industrial Park	250,000	225,000	25,000	500	-	500	24,500	5
WFE	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	5
WFW	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	5
WFW	Repave Gateway Avenue / Restripe	110,000	110,000	-	-	-	-	-	5
WFW	Replace Cruise Ship Gangway Decking	15,000	-	15,000	-	-	-	15,000	5
Airport	Terminal Building Upgrades	150,000	142,500	7,500	3,100	-	3,100	4,400	5
Airport	Tide Gate Feasibility Study	99,600	99,600	-	2,170	-	2,170	(2,170)	5
Airport	Utility Trailer	7,500	-	7,500	-	-	-	7,500	5
WFE - Marinas	East Mooring Basin Causeway Design & Repairs	500,000	350,000	150,000	520	-	520	149,480	6
WFW	Pier 1 Face Chip Seal	15,000	-	15,000	14,285	-	14,285	715	9
WFW	Repave Pier 2 Entrance to Gateway	50,000	-	50,000	41,500	-	41,500	8,500	9
	Misc				206,367	-	206,367	(206,367)	
<b>TOTALS</b>		<b>3,959,368</b>	<b>1,940,763</b>	<b>2,018,605</b>	<b>782,611</b>	<b>192,771</b>	<b>589,840</b>	<b>1,428,765</b>	



Port of Astoria  
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
<b>102-00 - Cash</b>					
<b>102-02 - CCB Operating #1442</b>					
Bill Pmt -Check	12/05/2022	81759	ALS Environmental	Cust # 205142-01	900.00
Bill Pmt -Check	12/05/2022	81760	AT&T	Acct # 019 295 1870 001	23.18
Bill Pmt -Check	12/05/2022	81761	Builders First Source	Acct # 825101	794.91
Bill Pmt -Check	12/05/2022	81762	Card Service Center		4,912.29
Bill Pmt -Check	12/05/2022	81763	Cartomation, Inc.		4,462.00
Bill Pmt -Check	12/05/2022	81764	Charter Business - 0229	8787 14 680 0000229	2,112.00
Bill Pmt -Check	12/05/2022	81765	Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	12/05/2022	81766	Charter Business - 5595	Acct # 8787 14 002 0105595	179.97
Bill Pmt -Check	12/05/2022	81767	Cintas Corporation	10829	366.04
Bill Pmt -Check	12/05/2022	81768	City Lumber	Cust # 7259	588.07
Bill Pmt -Check	12/05/2022	81769	City of Astoria - utilities		752.84
Bill Pmt -Check	12/05/2022	81770	Clatsop County Lawn & Tractor	544212	411.76
Bill Pmt -Check	12/05/2022	81771	DEQ	Project # 117915-00	2,346.77
Bill Pmt -Check	12/05/2022	81772	Digital Securuss, LLC		4,000.00
Bill Pmt -Check	12/05/2022	81773	Dr. Roof, Inc.	Ref#1746-7220	12,500.00
Bill Pmt -Check	12/05/2022	81774	DSL	Acct ID: APP0040307	957.00
Bill Pmt -Check	12/05/2022	81775	Earthworx Excavation, LLC	Inv#1236	1,912.50
Bill Pmt -Check	12/05/2022	81776	Equipment Rental Services	Cust # 205559	223.44
Bill Pmt -Check	12/05/2022	81777	Frank Spence, Commissioner	Reimb - Nov 2022	100.00
Bill Pmt -Check	12/05/2022	81778	iFocus Consulting, Inc.		1,091.03
Bill Pmt -Check	12/05/2022	81779	Inland Electric, Inc.	Job # S2460B	1,450.00
Bill Pmt -Check	12/05/2022	81780	J P Plumbing Company, Inc.	Cust ID: AS75	130.00
Bill Pmt -Check	12/05/2022	81781	Lawson Products	Cust # 10075026	172.24
Bill Pmt -Check	12/05/2022	81782	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	34,425.80
Bill Pmt -Check	12/05/2022	81783	North Coast Records		600.00
Bill Pmt -Check	12/05/2022	81784	North Coast Truck Parts	Acct # 358 W/O#2197	37.25
Bill Pmt -Check	12/05/2022	81785	NW Natural		1,464.40
Bill Pmt -Check	12/05/2022	81786	Oregon Dept. of Consumer & Bus Services	Permit # PHX16815-OP	197.12
Bill Pmt -Check	12/05/2022	81787	Pacific Northwest Waterways Assn.	Membership renewal - 2023	2,000.00
Bill Pmt -Check	12/05/2022	81788	Pacific Power	Acct #09996911-002 4	3,260.84
Bill Pmt -Check	12/05/2022	81789	PacificSource Administrators	Employer ID: P00431	655.68
Bill Pmt -Check	12/05/2022	81790	PERS Health	RH - Group: 10013822 Subscriber: J24129553	264.78
Bill Pmt -Check	12/05/2022	81791	PERS Health	AS - Group: 10013822 Subscriber: H80550901	264.78
Bill Pmt -Check	12/05/2022	81792	PetroCard, Inc.	01-0004280	1,344.71
Bill Pmt -Check	12/05/2022	81793	Recology Western Oregon (LA)	A1080000232	4,815.87
Bill Pmt -Check	12/05/2022	81794	S. Bruce Conner	December 2022	2,100.00
Bill Pmt -Check	12/05/2022	81795	Sea Crab House - Astoria		3,745.00
Bill Pmt -Check	12/05/2022	81796	Shane Jensen - Grant Writer	Grant Writing - Nov 2022	10,483.75
Bill Pmt -Check	12/05/2022	81797	Shred-It	Cust # 16971101	60.00
Bill Pmt -Check	12/05/2022	81798	Special Districts Association of Oregon	2023 SDAO & OPPA Dues	14,985.19
Bill Pmt -Check	12/05/2022	81799	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	12/05/2022	81800	Standard Insurance Co.	Policy # 00 158620 0001	1,847.15
Bill Pmt -Check	12/05/2022	81801	Staples Advantage		172.57
Bill Pmt -Check	12/05/2022	81802	Sunset Auto Parts - NEW	Cust # 76004	22.47
Bill Pmt -Check	12/05/2022	81803	The Daily Astorian	Account # 12928	151.20
Bill Pmt -Check	12/05/2022	81804	Verizon Wireless #7705-1	270297705-00001	560.74
Total 102-02 - CCB Operating #1442					123,990.33
Total 102-00 - Cash					123,990.33
<b>TOTAL</b>					<b>123,990.33</b>

12-5-22  
270 OHC

2:20 PM

12/19/22

Accrual Basis

Port of Astoria  
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
<b>102-00 - Cash</b>					
<b>102-02 - CCB Operating #1442</b>					
Bill Pmt -Check	12/19/2022	81806	A Coastal Lock & Key, LLC		10.00
Bill Pmt -Check	12/19/2022	81807	ALS Environmental	Cust # 205142-01	351.00
Bill Pmt -Check	12/19/2022	81808	America's Phone Guys		577.80
Bill Pmt -Check	12/19/2022	81809	Bergerson Construction, Inc	Project # 22107 POA FY 2022-23 PILE REPLACEM...	54,278.25
Bill Pmt -Check	12/19/2022	81810	Campbell Environmental		2,670.00
Bill Pmt -Check	12/19/2022	81811	CenturyLink	Acct # 497163267	101.80
Bill Pmt -Check	12/19/2022	81812	Charter Business - 0590	8787 14 001 0420590	40.58
Bill Pmt -Check	12/19/2022	81813	CHS Inc/Cenex	Cust # 195072	418.23
Bill Pmt -Check	12/19/2022	81814	Cintas Corporation	10829	319.41
Bill Pmt -Check	12/19/2022	81815	City Lumber	Cust # 7259	15.29
Bill Pmt -Check	12/19/2022	81816	City of Astoria - utilities		150,000.00
Bill Pmt -Check	12/19/2022	81817	City of Warrenton		3,504.29
Bill Pmt -Check	12/19/2022	81818	Columbia Steel Supply	W/O#2498	895.07
Bill Pmt -Check	12/19/2022	81819	Englund Marine (Boatyard)		13.70
Bill Pmt -Check	12/19/2022	81820	Englund Marine (Marina)		113.70
Bill Pmt -Check	12/19/2022	81821	Englund Marine (MX)		2,789.52
Bill Pmt -Check	12/19/2022	81822	EPIC Aviation, LLC - fuel	AST0770GP	36,335.31
Bill Pmt -Check	12/19/2022	81823	Erin Hawkinson	Reimb for mileage driven - November 2 to December...	94.50
Bill Pmt -Check	12/19/2022	81824	French's Gutters & Sheet Metal, Inc.		1,141.50
Bill Pmt -Check	12/19/2022	81825	Haglund Kelley LLP		968.00
Bill Pmt -Check	12/19/2022	81826	Home Depot	6035 3225 3191 4798	94.25
Bill Pmt -Check	12/19/2022	81827	iFocus Consulting, Inc.		5,896.75
Bill Pmt -Check	12/19/2022	81828	Inland Electric, Inc.		8,198.10
Bill Pmt -Check	12/19/2022	81829	Jackson and Son Oil	Acct # 63045	9,927.11
Bill Pmt -Check	12/19/2022	81830	Landside Resources, Inc.	November 2022	1,125.00
Bill Pmt -Check	12/19/2022	81831	Laser Print & Copy		124.00
Bill Pmt -Check	12/19/2022	81832	Lawson Products	Cust # 10075026	202.37
Bill Pmt -Check	12/19/2022	81833	Lump Family LLC		2,259.00
Bill Pmt -Check	12/19/2022	81834	Maul Foster & Alongi, Inc.	Project: 0475.02.17	4,126.25
Bill Pmt -Check	12/19/2022	81835	N.W. Trees & Land LLC		3,782.08
Bill Pmt -Check	12/19/2022	81836	North Coast Truck Parts	Acct # 358 W/O#2197	24.75
Bill Pmt -Check	12/19/2022	81837	ODOT- LOAN	Loan # MMTF0002	15,000.00
Bill Pmt -Check	12/19/2022	81838	Orkin Pest Control	28012851	4.09
Bill Pmt -Check	12/19/2022	81839	Pacific Power		2,792.77
Bill Pmt -Check	12/19/2022	81840	Pape Machinery, Inc.	Cust # 101890	1,307.81
Bill Pmt -Check	12/19/2022	81841	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	12/19/2022	81842	PERS Health	RH - Group: 10013822 Subscriber: J24129553	277.38
Bill Pmt -Check	12/19/2022	81843	PetroCard, Inc.	01-0004280	592.09
Bill Pmt -Check	12/19/2022	81844	Platt Electric Supply (Rexel)	Acct #135946	679.95
Bill Pmt -Check	12/19/2022	81845	Quadient (postage)	X3391	275.00
Bill Pmt -Check	12/19/2022	81846	Recology Western Oregon		3,183.06
Bill Pmt -Check	12/19/2022	81847	Scaffoldmart	INV# 192428A	14,586.90
Bill Pmt -Check	12/19/2022	81848	Sierra Springs	928320221793628	180.98
Bill Pmt -Check	12/19/2022	81849	Solutions YES, LLC	Acct # PO03	55.86
Bill Pmt -Check	12/19/2022	81850	Special Districts Health Premiums	Cust # 03-0016324	48,942.30
Bill Pmt -Check	12/19/2022	81851	Special Touch Janitorial, Inc.	December 2022	4,206.25
Bill Pmt -Check	12/19/2022	81852	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	84.85
Bill Pmt -Check	12/19/2022	81853	Staples Advantage		75.78
Bill Pmt -Check	12/19/2022	81854	Stormwater Biochar, LLC		320.00
Bill Pmt -Check	12/19/2022	81855	Sundial Travel Services, Inc.	Reimb for Cruise the West in Vancouver BC Canada	1,226.73
Bill Pmt -Check	12/19/2022	81856	Sweet Septic and Portable Service	November 2022	357.50
Bill Pmt -Check	12/19/2022	81857	Talbot, Korvola & Warwick, LLP	Client # 7770000.501	2,000.00
Bill Pmt -Check	12/19/2022	81858	The North Coast Oregonian		80.00
Bill Pmt -Check	12/19/2022	81859	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	12/19/2022	81860	Wells Electrical Contracting, Inc.		7,981.49
Bill Pmt -Check	12/19/2022	81861	Wood's Logging Supply	Cust # 11402	3,348.00

Total 102-02 - CCB Operating #1442

398,613.78

Total 102-00 - Cash

398,613.78

TOTAL

**398,613.78**

*JFD*  
*OK*  
*12-20-22*

*Wm*

# January 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 1, 23 New Years Day	2 7PM Astoria City Council Mtg New Year's Day - Office Closed	3 6PM CB City Council Mtg Cancelled - 4PM Regular Session	4 7PM Gearhart City Council Mtg	5	6	7
8	9 4PM Airport Advisory Committee 7PM Seaside City Council Mtg	10 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	11 6PM Clatsop Cnty Commission	12 10AM Col-Pac EDD Mtg 10AM NWOEA Mtg 1PM NW ACT Clatsop Comm College	13	14
15	16 7PM Astoria City Council Mtg MLK Jr. Day - Office Closed	17 4PM Regular Workshop Session	18	19	20	21
22	23 7PM Seaside City Council Mtg	24 330PM CEDR Board Mtg 530PM Astoria Planning Commission 6PM Warrenton City Council Mtg	25 6PM Clatsop Cnty Commission	26 12PM CREST Council Mtg	27	28
29	30	31 7:30AM AWACC Breakfast Mtg	Feb 1	2	3	4





September 19, 2022

Port of Astoria  
Will Isom, Executive Director  
422 Gateway Avenue, Suite 100  
Astoria, OR 97103

Dear Mr. Isom:

Thank you for your patience awaiting a decision from Business Oregon regarding your request for a third year of COVID-related loan payment relief. Oregon's public ports experienced unprecedented financial hardship during the COVID-19 pandemic and we recognize you worked hard to adjust port business models and made difficult decisions to weather the pandemic and continue to serve your community and the state as an economic development partner.

The goal of the offer detailed below is to provide the Port of Astoria modified additional loan payment relief to enable you to continue to make needed investments in capital projects and meet cashflow obligations. Our offer requires the Port to pay off several loans, eliminating these debt obligations moving forward and freeing up additional cashflow in the future, providing you with financial benefits beyond the next year. Finally, we recognize the hardship COVID imposed on seafood processors, but we believe it is in the best interest of the Port and Bornstein Seafoods to restart loan repayment on the Bornstein building loan, number W04002, beginning December 1, 2022. While the agency is happy to be able to accommodate a modified version of your request, please note that this is the final year that Business Oregon will provide COVID-related loan deferment.

A summary of the agency's response to your request is below. Please reach out if you any questions.

- Port of Astoria will pay off loans 525170, L96012 and J02001 by the end of the current fiscal year (June 30, 2023). The Port has discretion to pay these loans off earlier if desired without penalty.
- Full payment will resume on loan W04002 as of 12/01/2022.
- All other loans will be granted one year of loan deferment from the repayment commencement date stipulated in the table below.
- This recommended package of action provides \$602,247 in payment relief for the fiscal year ending 2023 and will result in a 2022-23 debt service requirement of \$1,011,783.49, which includes \$261,028 in non-IFA debt service. There will also be a slight reduction in the port's total financing cost due to the early loan payoffs.
- Loan interest will not accrue while port loans are deferred.

As a next step, we will begin the process of amending contracts to reflect these recommended actions. Becky Bryant, Regional Project Manager, will be your primary point on contact during this process. Business Oregon previously granted the Port of Astoria one year of payment deferral on all IFA loans in 2020 and again in 2021. When we amend contracts, the agency will update loan documents to account for the multiple years of loan deferral provided by the agency by extending loan maturity dates to the

new maturity dates listed in the Summary of IFA Recommended Loan Modifications table below. This will allow the Port to make future loan payments under current payment amounts without requiring balloon payments at loan maturity. Note that the maturity date on loan 525193 cannot be further extended as the loan's funding source is limited under statute to loans of 25 years. In this instance, loan 525193 will require a balloon payment of approximately one annual payment at loan maturity. When contracts are ready, Becky will provide those documents to the Port for your review and execution. Once finalized, these amended contracts will serve as formal records for our respective entities.

**Summary of Recommended Action:**

Loan #	Payment Freq.	2022-23 Action	Next Payment Date	Est Annual FY 2022-23 Payments
525170	Q	Payoff	By FYE 2022-23	\$ 15,800.02
L96012	A	Payoff	By FYE 2022-23	\$ 79,830.68
J02001	A	Payoff	By FYE 2022-23	\$ 94,124.79
W04002	Q	Payment	12/1/2022	\$ 561,000.00
X08002	Q	Deferral	4/15/2023	\$ 14,626.82
525193	Q	Deferral	7/15/2023	\$ -
B02001	A	Deferral	12/1/2023	\$ -
B04001	A	Deferral	12/1/2023	\$ -
X05002	A	Deferral	12/1/2023	\$ -
L05001	A	Deferral	12/1/2023	\$ -
W04001	A	Deferral	12/1/2023	\$ -
Non-IFA	Various	Payment	Various	\$ 261,028.00
			Total	\$ 1,026,410.31

**Summary of IFA Recommended Loan Modifications:**

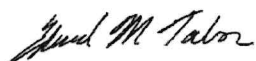
Loan #	Loan Modification	Existing Maturity Date	2020 Payment Deferral	2021 Payment Deferral	2022-23 Action	New Maturity
525170	Extend maturity date	6/15/2021	X	X	Payoff	6/15/2023
L96012	Extend maturity date	12/1/2022	X	X	Payoff	12/1/2024
J02001	Extend maturity date	12/1/2026	X	X	Payoff	12/1/2028
B02001	Extend maturity date	12/1/2026	X	X	Deferral	12/1/2029

B04001	Extend maturity date	12/1/2028	X	X	Deferral	12/1/2031
X05002	Extend maturity date	12/1/2029	X	X	Deferral	12/1/2032
W04002	Extend maturity date	3/1/2031	X	X	Payment	6/1/2033 6/1/2032
L05001	Extend maturity date	12/1/2030	X	X	Deferral	12/1/2033
W04001	Extend maturity date	12/1/2030	X	X	Deferral	12/1/2033
X08002	Extend maturity date	10/15/2032	X	X	Deferral	10/15/2035
525193	Extend maturity date	4/15/2033	X	X	Deferral	4/15/2036

**Summary of IFA Loans:**

Loan #	Current Balance	Rate	Payment Annual	Maturity	Executed	Current Term
525170	\$ 15,800.02	7.00%	\$ 15,800.02	6/15/2021	2001	20
L96012	\$ 79,830.68	6.00%	\$ 29,865.49	12/1/2022	1996	26
J02001	\$ 94,124.79	5.66%	\$ 16,657.85	12/1/2026	2003	23
B02001	\$ 402,834.00	5.00%	\$ 68,472.70	12/1/2026	2001	25
B04001	\$ 1,086,266.00	4.66%	\$ 164,833.53	12/1/2028	2001	27
X05002	\$ 1,393,456.39	2.49%	\$ 148,656.00	12/1/2029	2003	26
W04002	\$ 6,302,114.57	3.50%	\$ 748,000.00	3/1/2031	2004	27
L05001	\$ 175,379.23	4.72%	\$ 20,805.00	12/1/2030	2005	25
W04001	\$ 401,985.76	4.62%	\$ 47,440.00	12/1/2030	2005	25
X08002	\$ 555,749.10	4.79%	\$ 58,507.28	10/15/2032	2007	25
525193	\$ 342,555.63	4.04%	\$ 34,005.44	4/15/2033	2010	23

Respectfully,

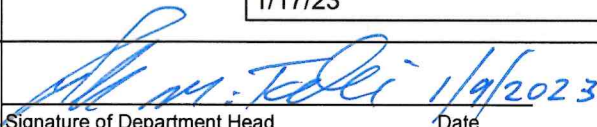
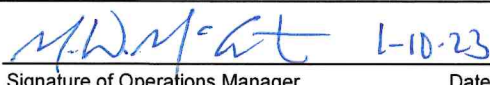
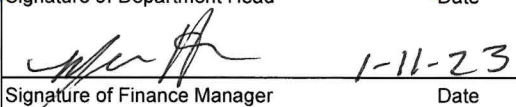



Ed Tabor  
Programs & Incentives Manager



<b>RE#</b> 0136
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**REQUEST FOR EXPENDITURE**

SECTION A	Date:	1/6/23	Department:	Maintenance
	Staff Contact:	Joe Tadei	Vendor (if determined):	Topper Industries
	Description of Product or Service being requested:	Purchase and delivery of gangway for Pier 1.		
	Purpose of Product or Service being requested:	Cruise ship gangway needs replacement due to recent storm damage.		
Cost Estimate:		\$ 84,824.00		
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.			
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL NET OF GRANTS		
	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	\$ 3,959,368	\$ 2,018,605		
Amount Spent Year-to-Date for this Account	\$ 1,067,475	\$ 874,330		
Amount Available to Spend for this Account	\$ 2,891,893	\$ 1,144,275		
What is being given up to accommodate the reallocation of funds for this expenditure?				
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) 1/17/23			
SECTION E	 1/9/2023		 1-10-23	
	Signature of Department Head Date		Signature of Operations Manager Date	
	 1-11-23		 1-11-23	
	Signature of Finance Manager Date		Signature of Executive Director Date (required if cost is unbudgeted, or > \$5,000 budgeted)	

(over for Quotation Analysis)



Project: Pier 1 Gangway

Project Manager: Joe Tadei

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
Topper Industries	\$84,824.00 total including estimated freight charge of \$1,550.00	4' X 80' aluminum gangway with handrails and ramps.	Available to produce gangway by 03/31/23.	Specialize in gangway design and fabrication.	Gangway will be engineered, certified and ADA compliant.

Vendor is located in Woodland, WA and has previous experience with the port.

Vendor selection & justification:  
(REQUIRED)

**Proposal / Contract**

WA-TOPPEII1210R  
OR- 128371  
CA-776888



**TOPPER INDUSTRIES I, LLC**

1333 Glenwood St.  
Woodland, WA. 98674  
Phone (360) 841-8320 / Fax (360) 841-8021

Date:	01/05/2023
Client:	Port of Astoria ATTN: Matt McGrath, Deputy Director
Client Address:	Port of Astoria 422 Gateway Avenue, Suite 100 Astoria, Oregon 97103
Phone:	Ph: 503-741-3336 C: 503-298-0909 email: mmcgrath@portofastoria.com
Delivery:	Astoria, Oregon
Project Name:	Cruise Ship ADA Gangway

We hereby submit specifications and estimates for:

Item ID

**One (1) each 4'-0" (clear inside handrails) x 80'-0" Topper Aluminum Gangway, to include;**

1. Topper Truss Design. 100psf Live Load, L/360 Deflection.
2. Fibergrate Ecograte 62% open, molded, ADA compliant, skid resistant fiberglass deck.
3. One (1) each 4" Toe Rail – Both Sides.
4. Horizontal Mid Rails – Less Than 4" Openings – Both Sides up to 42" above deck.
5. Internal Handrail – Both Sides.
6. Gunwale Hooks – Shore End. Nylatron Wheels – Dock End.
7. One (1) each Bottom Transition Plate, 3'-0" x 4'-6" x 0.375" – Metalized Surface.
8. Sloped Deck on Water End.
9. 36" Utility Channels, 5'-0" on Center.
10. Overtime hours included to deliver by March 31, 2023 or sooner.
11. Drawings and Stamped Oregon Engineering for Review/Approval.....\$83,274.00 \*
12. Estimated freight – FOB job site truck, Astoria, Oregon.....\$1,550.00 \*

Project total.....\$84,824.00 \*

**NOTE:** Freight is estimated at time of quote. Actual freight charge may be invoiced at time of shipping.

**We Propose hereby to furnish material and labor; complete in accordance with above specifications, for the sum of:**  
**Eighty Four Thousand Eight Hundred Twenty Four and 00/100 dollars (\$84,824.00).**

**Terms:** 20% down payment, 50% upon approved submittals, 30% net 20 days delivery.

\* Note that sales tax is not included in the price stated above, if applicable.

**Acceptance of Proposal:** *The above scope is to be furnished complete in general accordance with plans and specifications. Payment and delivery terms to be negotiated. All prices shown are valid for thirty (30) days only unless otherwise stated above. Unless otherwise agreed in writing, the information herein is a proposal only and should not be construed as a promise to perform absent the separate written consent of Topper Industries I LLC.*

**Exclusions:** *Any item not listed, Buy America / Buy American if not previously mentioned will not be included, any inspection beyond visual, sales tax, permits, prevailing wage, material escalation costs, liquidated damages, installation of bridge - catwalk - gangway - dock, etc., consequential damages, mill delays, any proposed modification to the scope of work will be processed as a change order, includes one design revision to engineering, any further revisions at the customer's request will be billed at our engineering hourly rate in the form of a change order, Topper Industries I LLC, Terms and Conditions are to be signed.*

**Signature:** \_\_\_\_\_ **Date of Acceptance:** \_\_\_\_\_

## Commercial / Residential Gangways

### ADA Accessibility

Topper can design, engineer and fabricate aluminum gangways to meet your accessibility needs. Common amenities on an ADA gangway are mid rails with no more than a 4" opening, internal handrails, handrail returns, 4" toe rail and transition plates at the top and the bottom eliminating all gaps and steps. There are a variety of skid resistant decks available.



### Commercial Gangways

Using a truss design allows Topper gangways to span long distances. Fabricated from marine grade aluminum alloys, typical loads are from 40 psf to 100 psf with minimal deflection. Topper aluminum gangways are lightweight. This will put less pressure on your docks than significantly heavier wood or steel gangways of the same dimensions. Once installed there is little or no maintenance required. This will allow your staff to focus their efforts elsewhere.

### Specialty Gangways

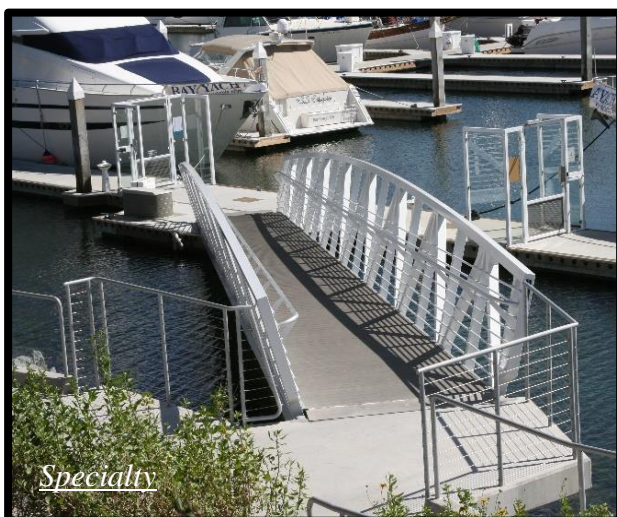
Our capabilities extend beyond the typical. If you want something out of the ordinary, a design that is unique to you, something that reflects your personality as an individual, community or city, we can fabricate it. We value the opportunity to explore any options you might wish to consider.



Residential

### Residential Gangways

Topper can also fabricate smaller, lighter gangways for your residential use. Your family and friends will feel very secure as they walk down the gangway to your dock. With little to no maintenance required, you can spend your time relaxing on the water instead of working over it.





# Pedestrian / Trail Bridges / Catwalks

## Pedestrian Bridges

Topper bridges can be designed for pedestrian, bicycle, equestrian and light vehicle use. You can order the bridge with or without a camber. Using Topper's truss design we can span long distances without compromising structural integrity. Deck type, horizontal or vertical pickets, painted or unpainted are a few of the options available.



## Trail Bridges

Topper aluminum trail bridges can be used in many forest applications. If the bridges are for remote areas they can be flown in and set by helicopter. We can paint the bridges, use a wood deck and add wood trim for the mid rails, handrails and top cap. Instead of detracting from the natural setting, your bridge will blend into the natural surroundings of the environment

## Catwalks



## Catwalks

Topper bridges are an excellent choice for industrial catwalks. There are a variety of ventilated and non-ventilated, skid resistant deck materials available. Your employees will feel very secure walking across Topper catwalks. An added benefit is that there is little or no maintenance required for Topper catwalks, leaving your staff free for other projects.



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t: (360) 841-8320  
www.topperfloats.com

## STANDARD TERMS & CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms and Conditions") shall apply to any contract for the sale of goods, services or a combination of both goods and services by Topper Industries I, LLC or any direct and indirect subsidiaries, joint ventures and/or any other affiliated entities of Topper (collectively and individually, "Topper," "we," "us," or "our"). EXCEPT AS OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS. ORDER PLACED BY YOU WILL ONLY BE ACCEPTED BY OUR WRITTEN CONFIRMATION OF SUCH ORDER.

### 1. GENERAL.

- (a) These Terms & Conditions and any related document shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Washington without regard to the conflict of laws and provisions of the State of Washington, or of any other state.
- (b) These Terms and Conditions shall be incorporated into and deemed an integral part of the following documents: (i) any bid, quote, response to a request for quote, letter, proposal, or any other form of offer for the sale of products or services by us to a purchaser; (ii) any form of order acknowledgment by us to a purchaser; and (iii) any invoice or similar document submitted by us for the sale of goods and/or services. These Terms and Conditions shall supersede and replace any terms and conditions offered by purchaser and shall be the only terms and conditions applicable to purchaser's purchase of goods or services pursuant to the terms appearing on our proposal, estimate, order acknowledgment or invoice. We specifically and expressly object to and reject any terms and conditions or other provisions in purchaser's purchase orders, printed forms, correspondence or any other writings or oral representations which are different from, inconsistent with or in addition to these Terms and Conditions. A purchaser's efforts to change these Terms and Conditions or the terms set forth on a proposal, estimate, order acknowledgment or invoice shall constitute a material alteration of our offer and shall not be binding on us. Receipt of a purchase order for our goods and services or our initiation of any work to manufacture and supply the goods or services shall constitute acceptance by purchaser of these Terms and Conditions. Notwithstanding any prior custom, practice or course of dealing between us and the purchaser, or generally within the industry, we may insist on strict adherence to these Terms and Conditions.
- (d) All quotations are for immediate acceptance and subject to change or withdrawal without notice before an order is acknowledged by us. No proposal shall become effective until accepted by an authorized employee of Topper. If a proposal constitutes an acceptance of an offer, such acceptance is expressly conditioned on purchaser's assent to the terms of proposal, including, without limitation, these Terms and Conditions.
- (e) The related proposal, or as applicable bid or submittal package (collectively, the "Project Details"), these Terms and Conditions, and Certificate of Limited Warranty contain each agreement and understanding between the parties relating to its subject matter, and none of them may be altered or amended except in writing signed by authorized representatives of both the parties.
- (f) No party shall be liable for any failure to perform its obligations in connection with any action described herein if such failure results from any act of God, act of terrorism, riot, war, pandemic, civil unrest, flood, hurricane, earthquake or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence); except that no party may be excused from the obligation of payment or indemnification under this section.
- (g) Any action or proceeding relating in any way to these Terms & Conditions or the services shall be brought and enforced exclusively in the courts of the State of Washington or any United States federal court sitting in Cowlitz County, Washington. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum.

### 2. SCOPE OF WORK; DRAWINGS.

Topper shall perform the services set forth in the related Project Details. Topper's scope will include only required engineering associated with the design of the products quoted and issue a PE stamped design package when appropriate. Topper will provide one (1) design revision at the customer's request, but due to the nature of this work any further revisions requested by the customer due to on-site and scope of work changes, unknowns, code references that are not provided, etc... will be charged to the customer at our billable rate listed as follows (Principle Engineer: \$312.00/hour, Senior Engineer (E6): \$237.00/hour, Senior CAD Technician (D3): \$123.00/hour, CAD Technician (D2): \$109.00/hour (Effective 08/30/2021)). We do not perform project site inspection or testing to determine product selection or criteria, and therefore we do not assume any fit for use responsibilities, which are the responsibility of the purchaser's engineers and/or managers. We reserve the right to discontinue or modify the design and construction of any product or to substitute material equal to or superior to that originally specified, without notice to purchaser. Any product design drawings will be provided for final purchaser approval. All drawings are the property of Topper and shall be used only for the project specified in the Project Details and shall not be reused, resold, or otherwise used without the prior written consent of Topper. Any inventions, modifications, improvements, techniques, or know-how affecting the products made or gained by us in the course of performing this contract, shall belong to Topper.

### 3. ENGINEERING CRITERIA.

The products furnished by Topper are sophisticated engineering products; accordingly, purchaser represents and warrants: (a) it has provided and will promptly provide all the information reasonably necessary to enable us to (i) evaluate the requirements for performing and (ii) perform pursuant to the purchaser's requirements, and that all such information is complete and accurate; (b) that all premises, plant, engineering support, spare parts, connected pipe work and machinery and inputs that is required to provide for the design, engineering, installation, testing and use of the products are fit for their purpose and of good engineering quality; (c) it will fully cooperate with Topper in the design, engineering, installation, testing and use of the products; (d) to use the products for the intended purpose only and in accordance with the product literature; and (e) it will not under any circumstances, use any unapproved spare part, connected machinery, service or repair or use the products in any manner as may render the product dangerous; purchaser agrees that any breach of these negative criteria will negate all specific and implied conditions and obligations on the part of Topper relating to the quality of the products. Purchaser further agrees that it will be liable to Topper for any costs, expenses, and losses it suffers by reason of any breach of these undertakings. Any and all change orders must be submitted in writing by an authorized representative of purchaser.

### 4. TAXES.

Unless otherwise agreed, taxes imposed with respect of the sale of the products or services sold hereunder are excluded in any quotation by Seller. All applicable taxes shall be added and paid by customer in addition to the purchase price. If we pay any such taxes, the customer shall reimburse us for all such amounts upon demand. For any tax- exempt project or organization, a tax exemption certificate must be provided to us at the time of order.

### 5. PAYMENT.

(a) The purchaser is responsible for payment in the amount as set forth in the related Project Details, and the prices shown on any quote, proposal or estimate expire in thirty (30) days if not accepted. Notwithstanding any other provision hereof or any other agreement with purchaser or its agents, all pricing is subject to change due to increases in material prices at the time of production whether due to general market increases, tariffs, or for other reasons. Unless otherwise specified in the Project Details, for all prefabricated structures, a 20% deposit is required to begin the design process, 50% progress payment upon approval of submittal drawings to commence material acquisition and production, and the remaining balance must be paid net 20 days after delivery (unless credit has been approved prior to order placement or the purchaser has authorized ACH payments). A 5% service charge will be added to all credit card payments. Payment for additional work, or changes to the work and structure, including additional work or changes to work and equipment precipitated by latent or unforeseen site conditions, shall be as set forth in a separate written agreement between the purchaser and Topper; provided that absent such agreement, we shall have the right, but not the obligation, to charge the purchaser our standard rates and prices. If payment is not received on or before the date due, the purchaser shall pay the lesser of an interest charge of five percent (5%) per month, or the maximum rate allowed by law on any past due amounts. Any attorney's fees, collection/fees and any other costs incurred in collecting any delinquent amount shall be paid by purchaser. Purchaser's obligation to pay for products and services delivered in accordance with these Terms & Conditions is unconditional and irrespective of whether purchaser has been paid by any third-party. (b) Title to the purchased products shall transfer to the purchaser upon full





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payment; provided, however, that in the event delivery is prior to full payment, Topper shall retain a security interest in the products until it receives payment in full. Pending payment of the full purchase price of the products or parts furnished by Seller,

**6. SHIPPING AND FREIGHT.**

(a) Prices are f.o.b. our facility with freight allowed to the job site with unloading by others at a truck accessible location. Our responsibility for damages in transit ceases upon delivery of goods to carrier and purchaser then assumes responsibility for damage determination and collection from carrier. All freight will be delivered to the nearest site easily accessible to over-the-road trucks. We will select the method of shipment and routing unless specified by the purchaser. Purchaser will coordinate directly with freight carriers for delivery. Freight charges quoted are exclusive of any special access fees or costs or any unloading costs unless specifically noted on the quotation.

(b) Freight charges quoted are only estimates based on information received from the carrier. Final freight charges are subject to adjustment by the freight carrier due to market conditions and a variety of other reasons. Nonetheless, all final freight costs are the responsibility of the purchaser, and the purchaser will be billed and agrees to pay for final freight, shipping, and any other associated charges in excess of the initial amount quoted by the carrier. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added. We reserve the right to suspend services or postpone delivery pending purchaser payment of freight, shipping, or related charges.

(c) The purchaser is responsible for unloading and inspecting all products and materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier. All claims by Purchaser for shortages in a shipment of equipment or equipment damaged in transit must be made against the carrier. All claims by purchaser against seller for nonconforming equipment and claims for shortages in a shipment or damaged equipment (other than claims to be made against the carrier) must be made in writing to Seller within ten (10) days after receipt of shipment or thirty (30) days after date of shipment, whichever occurs first, or they are waived. Topper shall not be responsible for damage or loss rising from delays that occurred in transportation, accidents occurring during delivery, or any other causes whatsoever beyond its control.

(d) While expected dates of delivery of goods are given in good faith, the same are not of the essence of or in any way terms of the contract or representations of fact. All shipping dates given are approximate, and while effort is made to maintain schedules, we will not be liable for damages on account of delay. In case of delay by purchaser in furnishing complete schedules or information, delivery dates may be extended for a reasonable time depending on factory conditions. Topper shall not be responsible for reasonable or excusable delays, nor shall the purchaser refuse to accept delivery because of any such delays. If there is a scarcity in any of its products or goods, Topper will allocate its available supply in its sole discretion. Also, delivery times may be dependent upon purchaser's timely acceptance or supply of such information or materials necessary for us to manufacture and ship the order, including but not limited to, designs, artwork, labels, or sketches (the "Approvals") for use in manufacturing the product. After acceptance of the Approvals, any alterations called for shall be at the expense of purchaser. If purchaser fails or refuses for any reason whatsoever to take delivery of the products sold at the designated time of delivery, then purchaser shall be responsible for all storage fees associated. These equate to a monthly charge of 5% of the total project value, which will apply to any finished products stored over thirty (30) days. Unless otherwise agreed to in writing, any products held by us in storage for more than sixty (60) days after the agreed date of delivery may be invoiced, sold, scrapped and/or destroyed by us without relieving purchaser of the obligation to pay for the products and storage. When products are to be exported, purchaser shall, at its sole expense, furnish to us with each order all consular and customs declarations and licenses and shall accept all liability and responsibility for penalties resulting from errors or omissions thereon.

**7. RIGHT OF ACCESS.**

The purchaser will provide right of entry to our personnel and to all necessary equipment at the project site(s), during reasonable business hours throughout the duration of the project, as necessary for us to perform the services and/or deliver the ordered product.

**8. LIMITED WARRANTY.**

Topper' product warranty is set forth in a separate Certification of Limited Warranty that is incorporated herein by reference. TOPPER DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT WARRANT THE FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED IN THE CERTIFICATION OF LIMITED WARRANTY.

**9. DELAYS IN WORK.**

Topper will not be responsible for delays in the work caused by the purchaser or its agents, consultants, contractors, or subcontractors.

**10. TERMINATION.**

Our work may be canceled by the purchaser at any time, and our agreement may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms herein or in the related Project Details. Such termination shall not be effective if such substantial failure has been remedied before expiration of the period specified in the written notice. In the event of any cancellation or termination, Topper shall be paid for the percentage completion of its work to the termination or cancellation effective date.

**11. LIMITATION OF REMEDIES AND LIABILITY.**

Our liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Our total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by purchaser for such products or services. IN NO EVENT SHALL TOPPER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASER'S CLAIM IS BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS SECTION ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES.

**12. CLAIMS BY PURCHASER.**

Purchaser shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Purchaser must notify us of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Purchaser must notify us of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, we must be given an opportunity to investigate the claim before purchaser disposes of the material, or else purchaser's claim will be barred. Topper shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the purchaser shall have entered full details thereof on its receipt to the carrier.

**13. WARRANTY OF OTHER MANUFACTURER'S PRODUCTS.**

We make no warranty or representation of any kind whatsoever, either expressed, implied or statutory on any component parts or accessories sold hereunder which are not manufactured by us. However, we hereby extend the manufacturer's warranty or guaranties, if any, given to us by the manufacturer of said component parts and accessories, but only to the extent we can enforce such warranty or guaranties. We do not guaranty warranties of other manufacturers' products. Claims under any manufacturer's warranty shall be made in accordance with the manufacturer's requirements regarding the return, repair, or replacement of the goods. We agree to use our reasonable best efforts and will cooperate with purchaser in enforcing any claims against manufacturer(s) for defects that may occur.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_