

Board of Commissioners

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

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Budget Adoption Hearing and Regular Session

June 6, 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.

Budget Adoption Hearing

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PRESENTATION OF PROPOSED BUDGET FOR FISCAL YEAR 2023/2024**
5. CALL FOR PUBLIC COMMENT ON PROPOSED BUDGET
6. ADJOURN

Regular Session

7. CALL TO ORDER
8. CHANGES/ADDITIONS TO THE AGENDA
9. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing
 This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
10. CONSENT CALENDAR:
 - a. Meeting Minutes –

• Workshop Meeting 03/21/2023	3	• Workshop Meeting 04/18/2023	9
• Regular Meeting 04/04/2023	5	• Regular Meeting 05/02/2023	14
 - b. Financials – April 2023
 - 18
 - c. Event Calendar – June 2023
 - 24
11. ADVISORY:
 - a. Airport Master Plan Update – Mead & Hunt
 - 25
12. ACTION
 - a. Integrated Planning Grant Scope of Work
 - 59
 - b. Resolution 2023-01 Adopting the Budget 2023-2024
 - 69
 - c. Resolution 2023-02 Imposing and Categorizing Taxes 2023-2024
 - 70

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

- d. Request for Expenditure #0144 Airport FBO Roof 71
 - e. Request for Expenditure #0147 Central Waterfront Sediment Sampling 81
 - f. Approval of America’s Phone Guys Contract 91
13. 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. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
14. COMMISSION REPORTS
15. EXECUTIVE DIRECTOR COMMENTS
16. UPCOMING MEETING DATES:
- a. Workshop Session – June 20, 2023 at 4:00 PM
 - b. Finance Committee Meeting – June 21, 2023 at 12:00 PM
 - c. Regular Session – July 4, 2023 at 4:00 PM
17. ADJOURN

**Please note that a complete copy of the 2023-2024 Budget can be viewed online at www.portofastoria.com.

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFFPQTlZQT09>
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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<https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>
Please allow time for the normal posting procedure for agendas and meeting packets.

**MEETING MINUTES
MARCH 21, 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: Finance, HR, and Business Services Manager Melanie Howard and Executive Assistant/Administrative Coordinator Stacy Bandy.

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

Also Attending: George Dunkel of the Special Districts Association of Oregon and 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 Template

Commissioner Rohne explains that last year there was a discussion during the Executive Director's evaluation about updating the template. Rohne would like feedback for the Executive Director's evaluation this year well in advance of the Executive Director's review. Rohne contacted George Dunkel with Special Districts Association Oregon (SDAO) to assist in the process for this year. George Dunkel joins the meeting to participate in the discussion. Commissioner Rohne notes that the idea is to have a template for use long term so there is continuity in the evaluation process. Dunkel adds that when a board is looking at changing a process like this, it is important to establish expectations well in advance. The Commission discusses the evaluation templates included in the packet and how they would like the new template to be structured. Discussion highlights include the importance of communication as a criterion for evaluation and performing an in-depth 360° evaluation every five years. The Commissioners are instructed to send input to George Dunkel to include in the updated Executive Director evaluation template. Dunkel can then bring the updated draft template to the Commission for further review. The Commission thanked Dunkel for his time. The updated Executive Director Evaluation Template will be brought to the Commission for a vote

at a future meeting.

Commission Comments:

Commissioner Spence did not have any comments.

Commissioner Campbell did not have any comments.

Commissioner Rohne did not have any comments.

Commissioner McClaine commented on the following:

- Attended a meeting with community business leaders. The group discussed a survey for cruise ship passengers. It was brought up that the Clatsop Cruise Hosts have already conducted a cruise ship passenger survey. Would like to incorporate a QR code for cruise ship passengers, which could include a survey, maps, and general information. Suggests the data from the recent survey may not be accurate.

Commissioner Stevens commented on the following:

- Attended an Airport Advisory Meeting. The group focused on the Coast Guard Aviation Open House and Astoria Regional Airport Fly-In event, which will be held on August 19th.

Upcoming Meeting Dates:

- Regular Session – April 4, 2023 at 4:00 PM
- Workshop Session – April 18, 2023 at 4:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 4:55 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

June 06, 2023

Date Approved by Commission

**MEETING MINUTES
APRIL 4, 2023**

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

Call to Order:

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

Roll Call:

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

*Commissioner Campbell joined via teleconference.

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.

Pledge of Allegiance

Commission Reports:

Commissioner Stevens reported on the following:

- Mentioned the history of lightering at the Port in the last Commission meeting. *The Astorian* recently published a historical article about lightering at the Port of Astoria. The article was shared with meeting attendees. Stevens adds that times have changed in relation to inflation; fuel costs, including gasoline, and diesel have increased. Cargo can be transported cheaper by barge and lightering. The Port should be able to find a profitable niche.

Commissioner Campbell had nothing to report.

Commissioner McClaine had nothing to report.

Commissioner Spence reported on the following:

- Notes that containers are not outlined in the Astoria Waterfront Master Plan (AWMP); The Pier 1 area is designated as a maritime industrial private development area. Specifically, the manufacturing and assembly of seafood processing, industrial incubator space, and breweries. The plan does not mention logs or containers being stored there. The preface in the AWMP states that the Port and City of Astoria are committed to its implementation. Urges the Commissioners and the public to re-read the plan.
- The Port is in a position to move forward. Both the AWMP and the East Mooring Plan (EMB) plan are completed. The Port has retained Popkin real estate to look at identified Port properties.
- Commissioner Stevens responds that cargo is outlined in the AWMP and is compatible with the plan.

Commissioner Rohne reported on the following:

- Would like to have a Marina Advisory Board meeting at the next Commission meeting; the marina manager will give an update to the Commission and the public concerning Marina operations. Marina tenants are welcome to attend and discuss any concerns they may have.

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 – 03/07/2023 Regular Meeting Minutes
- Financials – February 2023
- Event Calendar – April 2023

Commissioner Spence requests to pull the February financials from the Consent Calendar. Commissioner Spence refers to the vouchers paid on pages 12-13 of the packet and inquires what each fee is for in relation to iFocus. Howard explains that the \$1,975 down payment is for a redesign of the Port website, and the \$4,825 payment is a monthly fee for the Port's iFocus consulting contract.

Commissioner McClaine moved to approve the meeting minutes of the 03/7/2023 Regular Session and the April 2023 Event Calendar as presented. Commissioner Stevens seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Commissioner McClaine moved to approve the February Financials as presented. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

Advisory Items:

8a. First Reading, ORDINANCE AMENDING ORDINANCE 97-01 AND ENACTING REGULATIONS AND PENALTIES FOR CERTAIN AIRPORT ACTIVITIES

Deputy Director Matt McGrath refers to the coversheet on page 15 of the packet. The Port is looking to update Ordinance 97-01, which governs operations at the Astoria Regional Airport. The Ordinance has not been revised in over 25 years. This is an advisory item to start the process. McGrath has been working with Port Counsel, Eileen Eakins, to help re-draft the Ordinance; the Airport Advisory Committee (AAC) has also been included in the draft process. The next step will be to take public comment at the next Commission meeting and make any requested changes. If the Ordinance is adopted after the second reading at the April 18th meeting, then the Ordinance will go into effect 30 days after. McGrath inquires if the Commission has any comments:

- Commissioner Campbell inquires as to which specific items will be amended. McGrath explains that the coversheet highlights the major changes, but it is not an exhaustive list of each change. Isom adds that the packet includes the redline copy of the ordinance to see exactly how the Ordinance has been revised.
- Commissioner McClaine inquires if the language concerning fuel transport also refers to Coast Guard fuel. McGrath answers, no, it is not in relation to Coast Guard fuel.
- Commissioner McClaine notes on page 25 that the Director and Deputy Director are referred to as Peace Officers and suggests that Peace Officers be assigned to their job descriptions.
- Commissioner Steves suggests bringing the draft Ordinance to the AAC for review. McGrath answers that the AAC was sent the Ordinance earlier today for review.

Action Items:**9a. Request for Expenditure #0143 Pier 1 Generator**

Deputy Director McGrath explains that this is a component of the Port security grant. McGrath refers to the quotes listed on page 41 of the packet. The primary reason Peterson was chosen is that their availability is four to six weeks, and their quote includes onsite training; Peterson offers the best combination of price and availability.

- Commissioner Stevens inquires if the generator is portable. McGrath explains that, no, the generator is not portable. The generator comes with housing; the cabinet will be highly weather resistant and insulated to reduce noise.

Commissioner Stevens moved to approve the Request for Expenditure #0143 Pier 1 Generator in the amount of \$75,000. Commissioner McClaine seconded. The motion carried 5-0 amongst the Commissioners present.

9b. Tripartite Development Agreement Addendum

Deputy Director McGrath refers to the Non-Statutory Development Agreement between the City of Warrenton, the Port of Astoria, and the Scoular Company included on page 92 of the packet. The agreement identified how many Single Development Units (SDUs) will be equivalent for Scoular's use. It was determined that Scoular would use the equivalent of 200 SDUs for sewer and 200 SDUs for water. Since then, the City realized that sewer use is still applicable at 200 SDUs, but water use is much lower than originally estimated. In the agreement addendum, the water SDUs will be reduced from 200 SDUs to 8 SDUs. Commissioner Rohne notes that the agreement is predominantly between Scoular and Warrenton, though the Port is a party to the agreement.

Commissioner McClaine moved to approve the Tripartite Development Agreement Addendum. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

9c. Executive Director Evaluation Template

Commissioner Rohne refers to the updated Executive Director Evaluation template included in the packet. The document is the result of the discussion at the last Commission meeting, and Rohne is happy with the updated document. Rohne inquires if the Commissioners have any comments.

- Commissioner McClaine inquires if Isom is comfortable with the changes to the Evaluation Template. Isom answers that he was able to listen to the last meeting when he returned from Washington, DC, and has contacted Geoge Dunkel to discuss the changes. Isom did work with Dunkel on minor updates language concerning staff and goals. Isom is happy with the document as it currently stands.

Commissioner Spence moved to approve the updated Executive Director Evaluation Template. Commissioner McClaine seconded. The motion carried 5-0 amongst the Commissioners present.

Public Comment for items not on the agenda:

There were no requests for public comment.

Commissioner Comments:

- Commissioner Rohne notes that Marina tenants are welcome to attend the next Commission meeting for an update regarding Marina activities.

Executive Director Comments:

- Recently returned from the Pacific Northwest Waterways Association (PNWA) Mission to DC trip. PNWA members worked to strategize and present a unified approach for port priorities. Isom has invited the Executive Director of PNWA, Heather Stebbings, to the Port to discuss specific needs. The format for the conference included internal meetings



before meeting with senators from Oregon, Washington, and Idaho. Each Senator spoke for 15 minutes before a short Q&A period. The group hosted a Taste of the Northwest Reception, which was well attended. It is a good event for the Port to participate in, and the Port is in a better position having attended the event.

- Received an email this morning from Mark Landauer with the Oregon Public Ports Association (OPPA) concerning Senate Bill 814. The bill has passed the Senate 29-0 and will now be headed to the House.
- The spring cruise ship season will begin next week with the arrival of the Sapphire Princess.
- Spoke with Commissioner Stevens about inviting Senator Javadi to the Port this summer. Staff will move forward setting the visit up in June or July.

Upcoming Meeting Dates:

- Workshop Session – April 18, 2023 at 4:00 PM
- Regular Session – May 2, 2023 at 4:00 PM
- Budget Committee Meeting – May 10, 2023 at 12:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 4:45 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

June 06, 2023

Date Approved by Commission

**MEETING MINUTES
APRIL 18, 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; and Finance, HR, and Business Services Manager Melanie Howard.

Port Counsel: Eileen Eakins.

Also Attending: Cruise Marketing Director Bruce Connor and Astoria City Councilor Tom Brownson.

Pledge of Allegiance

Changes/Additions to the Agenda:

There were no changes or additions to the agenda.

Public Comment:

No public comment was received.

Advisory Items:

6a. Second Reading, ORDINANCE AMENDING ORDINANCE 97-01 AND ENACTING REGULATIONS AND PENALTIES FOR CERTAIN AIRPORT ACTIVITIES

Commissioner Rohne introduces the Ordinance and comments that copies of the Ordinance are available at the Port office. Deputy Director McGrath notes that there has been one comment received concerning the revised Ordinance. McGrath refers to the Government Aircraft section 2.9 on page seven of the packet; the section defines government aircraft. The recommendation was to include the Space Force governmental agency. Commissioner Rohne notes that the Commission has chosen to adopt the Ordinance by reading the title only as copies of the Ordinance have been available to the public.

- Commissioner Stevens inquires if there is a reason the wording is “Shall” and not “May”. Port Counsel Eileen Eakins explains the reasoning why either word can be used and what the recommended language for an Ordinance is. For the full discussion, please see meeting audio. Commissioner Campbell moved to adopt the Ordinance Amending Ordinance 97-01 and Enacting Regulations and Penalties for Certain Airport Activities. Commissioner Stevens seconded. The motion carried 5-0 amongst the Commissioners present.

6b. Marina Discussion – Janice Burk

Marina Manager Janice Burk steps up to the podium and shares an update about the current state of the Marina. Highlights include:

- The West Basin Replacement Project has replaced failing 9-inch piles with new 12-inch steel piles. When the pile replacement project started in 2019, there were over 200 failing piles identified to be replaced; there are now 79 piles still in need of replacement. Burk shares a slide of current piling conditions at the Marina.
- The West Basin Dredging Project began in 2017. Burk shares bathymetry slides showing progress year-over-year. Twelve thousand cubic yards were removed in 2017. The project was then put on hiatus during the COVID-19 pandemic. In 2020, the Port contracted with Bergerson Construction for a three-year dredging contract at the West Basin. Over 29,000 cubic yards were removed in the final dredge season. The project is now complete. In total, over 87,000 cubic yards were removed from the West Basin Marina. This has helped the Marina tremendously.
- The Marina has 144 boaters currently on the waiting list. The majority of the waiting list is for boaters in need of a 30-foot slip.
- Marina rates have been increasing for the last seven years though there was no rate increase during the COVID-19 pandemic. Two years ago, the Commission approved increased rates for guest moorage including different rates for the peak summer season and winter off-season. There will be another increase coming this July. Cancellations have been minimal, and of those who have canceled many have asked to be put back on the waitlist.
- Fuel sales have increased year-over-year. Fuel sales are highest in the summer months, especially in August. Average unleaded fuel sales are 70,000 gallons annually, and diesel sales average 45,000 gallons annually.
- Marina staff are busy with general dock maintenance throughout the year. Marina staff are currently working on landscaping.
- Future projects include adding power to the T-dock, installing fencing at the entrance to each dock, and enclosing the garbage receptacles near the Chinook Building.

Burk opens the discussion to meeting attendees. Comments include:

- Tom Brownson notes that security is in issue at the Marina. It is good to hear that there are plans for security.
- Brownson inquires as to the specific depths noted in the West Basin bathymetry slides. Burk explains the color-coding system of the bathymetry slides explaining the various depths throughout the West Basin Marina.
- Brownson inquires as to the impact of the sports fishing boats in the Marina. Burk explains that they do strain the Marina facilities more than the average boater, and they pay a slightly higher fee.
- Brownson inquires if the Marina Advisory Board Committee will be meeting. Brownson would like tenants to have a seat at the table in regard to how the Marina will be impacted by the Astoria Waterfront Master Plan (AWMP). Commissioner Rohne comments that the idea is that today's meeting serves as a Marina Advisory Board meeting.
- Commissioner Rohne inquires if Burk is satisfied with current Marina rates. Burk answers that she is happy with the current rates but would like to come to the Commission next year for a rate increase. Currently, the West Basin Marina rates are the leader in the area. The Warrenton Marina rates are slightly lower than the West Basin Marina, but the West Basin Marina facility offers more services.
- Commissioner Campbell comments that the Port should look at charging guide boats and tours to capture revenue. Tom Brownson agrees and adds that the City of Astoria has

looked at this as well. Currently, many guide boats and tours are not getting licenses from the City.

- Executive Director Isom thanks Janice Burk for her work. When Isom started eight years ago, the Marina was budgeted to lose \$300,000 per year. The Marina is now profitable. The Marina is a success story for the Port.
- Isom adds that he has been in contact with Steve Fick concerning sport fishermen. There are a number of factors to think about in regard to compliance, legality, and logistics. The reality is that there is revenue captured by the Port through parking revenue, but the Port is open to ideas on how to best capitalize on this.
- Isom adds that in regard to the Marina Advisory Committee, it has been a problem in the past to find tenants to participate in the committee. Rohne adds that the Commission can act as the Marina Advisory Board annually if needed.
- A member of the audience inquires if guide boats are using the T-dock and inquires if there is a way to move guide boats to a shallower slip.
- Brownson inquires how long it was before the Marina was fully dredged and if the Port should be planning future dredging for the West Basin Marina. McGrath adds that now bathymetry surveys are received annually to give the Port a good idea of when dredging will be needed. The Port does not expect to dredge the West Basin Marina for ten years.
- A Marina tenant commented that the annual race to Victoria, BC moved their base to Ilwaco as they ran aground in the West Basin Marina.

The Commissioners thank Burk for her presentation.

6c. Seatrade Update – Bruce Connor

Cruise Industry Marketing Director Bruce Conner gives a brief update about the 2023 Seatrade Conference. Highlights include:

- Conner attends this annual conference in Fort Lauderdale, Florida, as the Vice-President of Cruise the West. Conner hosted the Cruise the West reception this year with 84 cruise executives in attendance.
- Conner met with Justin Mason, the Vice President of SSA Marine. Port leadership staff will meet with Justin Mason in early May. There are challenges related to infrastructure in the area.
- Norwegian Cruises has committed to bringing the Norwegian Bliss and the Norwegian Encore to Astoria in 2024-2025. The Port will need to demonstrate that we can accommodate the transport of passengers from the ships to downtown. Conner adds that there will be two double-decker busses available for the Clatsop Cruise Hosts to sell tickets for passenger transport.
- Commissioner McClaine thanks Connor for his efforts in the cruise industry over the years. McClaine inquires when cruise passengers were last surveyed in Astoria. Conner answers that Cruiseline has surveyed cruise passengers nationally, but there has not been an Astoria-specific survey.

Action Items:

7a. Request for Expenditure #0142 West Mooring Basin Parking Meter

Deputy Director McGrath explains that roughly seven years ago, the Port purchased four Ven-Tek parking meters. Meters are currently located at the Riverwalk Inn parking lot, the Journey's End parking lot, and two at the East Basin Marina. The Port owns a lot at the base of the Cannery Pier Hotel and an additional lot east of the Chinook Building. The additional meter would capture parking revenue for those lots. The cost of the meter will be recovered by parking revenue within several months. The Port would like to have the meter installed by July. Isom adds that this

project will also be beneficial in the future in regard to development for the Astoria Waterfront Mater Plan (AWMP).

Commissioner McClaine moved to approve the Request for Expenditure #0142 West Mooring Basin Parking Meter in the amount of \$12,385. Commissioner Stevens 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:

- Attended the Clatsop Economic Development Resources (CEDR) conference. The Port was well represented, with three Commissioners in attendance as well as staff.

Commissioner Spence commented on the following:

- Notes the length on the West Mooring Basin waiting list for slips and urges for the East Mooring Basin rehabilitation project to move forward as soon as possible.
- In regard to the AWMP, the installation of wayfinding signage on the Riverwalk and bollard lights are identified as low-hanging fruits. For continuity's sake, would like the City to continue the wayfinding signs towards Portway St. This would be beneficial for cruise passengers. Would also like to see the demolition of the Chinook building as identified in the AWMP.

Commissioner McClaine commented on the following:

- Enjoyed the CEDR award dinner. Would like to challenge the Port to look forward five years and look into becoming an awardee.

Commissioner Rohne did not have any comments.

Executive Director Comments:

- The Port is a recipient of a \$25,000 planning grant award for the expansion of the boatyard from Northwest Oregon Works. Boatyard Manager Brendon Stock was integral in securing the grant. Northwest Oregon Works Chief Compliance Officer, Jason Swain, will be at the Port this Friday to present the check to the Port; Commissioners are welcome to attend.
- The Executive Director of the Pacific Northwest Waterways Association (PNWA), Heather Stebbings, will be visiting the Port tomorrow. The objective of the visit is to showcase the Port's priorities and how they align with PNWA's.
- Met with Meg Leatherman with the City of Astoria to sign the code amendment documents. The code amendment will now go to the Astoria City Council for review.
- Last Friday, Isom traveled to Newport to testify at the joint Ways and Means Committee. It was well attended with 250-300 people. There were 200 people registered to speak. Fortunately, Isom was selected to speak before time ran out. Senator Weber was in attendance.

Upcoming Meeting Dates:

- Regular Session – May 2, 2023 at 4:00 PM
- Budget Committee – May 10, 2023 at 12:00 PM
- Workshop Session – May 16, 2023 at 4:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 5:08 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

June 06, 2023
Date Approved by Commission

DRAFT

**MEETING MINUTES
MAY 2, 2023**

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

Call to Order:

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

Roll Call:

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

*Commissioner Campbell joined via teleconference.

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

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

Pledge of Allegiance

Commission Reports:

Commissioner McClaine had nothing to report.

Commissioner Stevens reported on the following:

- It is budget season in Clatsop County. Timber revenues are a big concern. The Sheriff's office is proposing three different budgets due to the expected drop in timber revenues.
- Attended the American Association of University Women (AAUW) Astoria Branch candidate forum hosted in collaboration with Clatsop Community College (CCC). There were longshoremen in attendance with questions concerning cargo operations at the Port.
- Attended the Clatsop Community College Share the Magic fundraising event.

Commissioner Campbell had nothing to report.

Commissioner Rohne reported on the following:

- Made a contribution to the CCC Foundation auction.

Commissioner Spence reported on the following:

- Would like to compliment Port Grant Writer Shane Jensen. The 30-page grant application submitted for the rehabilitation of Pier 2 West in the amount of 25 million dollars was thorough and comprehensive. Suggest that copies be sent to Senate representatives.
- Virtually attended the City of Astoria City Council sitting as the City of Astoria Development Commission. The purpose of the meeting was to consider an extension of the city's contract with consultants Walker Macy; the council approved an extension to June of 2024.
- Virtually attended the League of Oregon Cities meeting. They are considering an

extension of the Enterprise zone, which is set to expire either this year or next year. If approved, the extension will be for either five or fifteen years.

- Inquires as to the status of the Tide Gate Feasibility Study listed on the FY 2022-23 capital projects list. Executive Director Isom answers that the City of Warrenton and the Port recently had a meeting to discuss this project and jurisdictional issues. For the complete discussion, please see meeting audio.
- Would like to include a capital projects status report on the next meeting agenda. Executive Director Isom answers that capital projects will be discussed at the upcoming Budget Committee meeting, Commissioners are also welcome to meet with the Executive Director individually to give an exhaustive update, or it can be listed as an advisory item at the workshop session; it is up to the Commission. Commissioner Rohne suggests Commissioners can meet with the Executive Director if they still have questions after the budget meetings.

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 – 03/15/2023 Finance Committee Meeting Minutes
- Financials – March 2023
- Event Calendar – May 2023

Commissioner Spence requests to pull the Event Calendar from the Consent Calendar. Spence notes that the Budget Committee meetings are at 1 pm and not the 12 pm time listed on the Event Calendar.

Commissioner Spence moved to approve the meeting minutes of the 03/15/2023 Finance Committee meeting and the March Financials as presented. Commissioner Stevens seconded. The motion carried 5-0 amongst the Commissioners present.

Commissioner Spence moved to approve the May Event Calendar as amended. Commissioner McClaine seconded. The motion carried 5-0 amongst the Commissioners present.

Action Items:

9a. Request for Expenditure #0141 West Mooring Basin Asphalt

Deputy Director McGrath refers to the Request for Expenditure (RFE) on page 14 of the packet. This expenditure is a follow-up to the RFE approved in the last meeting for an additional Ven-Tek parking meter. The Port is planning to pave the lot at the base of the Cannery Pier Hotel. McGrath refers to the bid summary on page 15. The Port would like to contract with Bayview Asphalt as they are an established entity, and the lot is in a high visibility area. Isom comments that he had a discussion with Port Council, Eileen Eakins, concerning the Port's decision to choose the more qualified bidder rather than the lowest cost bid; Eakins confirmed that this is allowable. McGrath asks the Commission if they have any questions.

- Commissioner Campbell inquires if Olson has any experience with asphalt. McGrath explains that Olson has typically done striping for the Port and has taken over a business including asphalt and construction projects. As the lot is in such a high-profile area, the choice was to choose an experienced contractor. Campbell adds that he understands the

Bayview Asphalt does excellent work, but this is something to be careful about as the bid prices are so different.

- Commissioner Stevens asks staff to elaborate more on the decision to choose Bayview Asphalt. Isom explains that procedurally, due to the dollar amount, this type of expenditure falls under informal bidding. The requirement for the Port is to solicit informal bids. The Port can consider other factors besides price when evaluating bids. For the full discussion, please see the meeting audio.

Commissioner McClaine moved to approve the Request for Expenditure #0141 West Mooring Basin Asphalt in the amount of \$32,356. Commissioner Spence seconded.

The roll call vote occurred as follows:

Commissioner McClaine: Yes.

Commissioner Spence: Yes.

Commissioner Stevens: No.

Commissioner Campbell: No.

Commissioner Rohne: Yes.

The motion carried 3-2 amongst the Commissioners present.

Public Comment for items not on the agenda:

There were no requests for public comment.

Executive Director Comments:

- Spring is the busiest time at the Port. In the next three days, there are four ocean-going vessels scheduled to visit the Port as well as river boats.
- The Port Infrastructure Development Grant (PIPD) grant was submitted. Port grant writer Shane Jenson and Matt McGrath have been working on the grant for quite some time. The document that Isom sent the Commission last Friday was just the narrative for the grant the actual grant application was much larger. The total request is 25.3 million dollars. The port is exploring many avenues to get the project funded, including requests at the state and federal levels.
- Received a call from Representative Bonamici informing the Port that the Community Funding Request for the Rehabilitation of Pier 2 West is on her priority list.
- Had a discussion with Senator Weber's office this morning concerning the Sunset Empire Transportation District. Weber, along with the governor's office, is working with the transport district to find a solution and get buses running.
- There will be a shipment of windmill blades coming to the Port on Friday. Six blades will be offloaded onto a barge. The ship is expected to stay for several days.
- Commissioner McClaine inquires if the longshore will be involved with the blade vessel. Isom answers that yes, longshore will be involved.
- Commissioner Spence adds that last night was the last City of Astoria meeting with Meg Leatherman.

Upcoming Meeting Dates:

- Budget Committee Meeting – May 10, 2023 at 1:00 PM
- Workshop Session – May 16, 2023 at 4:00 PM
- Budget Committee Meeting – May 24, 2023 at 1:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 4:37 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

June 06, 2023

Date Approved by Commission

DRAFT



APRIL 2023 FINANCIALS NARRATIVE

For July 2022 through April 2023, the Port is showing an operating gain of \$736,603. This operating gain is trailing prior-year profits by \$210,730 and is \$854,165 below budget projections. Operating revenue YTD is at 87% and operating expenses are at 97% of seasonally trended budget. Non-operating income is at 99% and non-operating expenses are 77% of budget. Total net loss YTD is \$(343,882), which is \$105,558 behind budget expectations.

The budget and prior-year deficits for dockage are \$(456,068) and \$(445,526), respectively. For the year-to-date budget, \$317,666 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 April of 2022 the Port had billed for \$327,300 of Harbor Fee income.

Lease and rental income was \$315,009 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 97% of budget with Boatyard gross revenues at 107% of budget. Net profits from marina and airport fuel sales were up \$100,545 from the prior year.

Personnel services and materials and services were under the budgeted amounts by \$108,611 and \$66,584, respectively.

Looking at non-operating totals, debt service expense was \$763,212 below budget as a result of a new debt deferment agreement with Business Oregon. Capital spending in April was primarily for the airport master plan update.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Apr 2023	\$ 455,176	66,193	\$ 322,552	\$ 132,624	\$ 239,469	39,191	\$ 159,715	\$ 79,754
Jul - Apr 2022	\$ 412,785	75,262	\$ 270,244	\$ 142,541	\$ 209,368	51,049	\$ 136,634	\$ 72,734
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 - Apr 2023	\$ 730,999	123,941	\$ 498,912	\$ 232,087	\$ 121,436	17,664	\$ 93,639	\$ 27,797
Jul - Apr 2022	\$ 468,135	105,483	\$ 326,051	\$ 142,084	\$ 75,641	13,755	\$ 61,283	\$ 14,358

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

	Actuals Jul 2022 - Apr 2023	Actuals Jul 2021 - Apr 2022	Budget Jul 2022 - Apr 2023	Budget Variance Through Apr	% of Budget Through Apr	Full '22-'23 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	536,058	981,585	992,126	-456,068	54%	1,226,657
Lease & Rental Income	2,257,960	1,778,205	2,572,969	-315,009	88%	3,118,224
Rebilled Expenses	1,309,705	1,164,496	1,400,110	-90,405	94%	1,713,380
Boat Haulout	517,194	480,203	482,874	34,321	107%	665,527
Marina Revenues	469,264	489,114	485,336	-16,072	97%	680,780
Fuel Sales	1,547,079	1,165,929	1,650,043	-102,964	94%	1,882,280
Ticket Revenues	2,265	5,235	7,650	-5,385	30%	9,540
Other Income	43,733	84,505	121,512	-77,779	36%	148,266
Total Operating Revenues	6,683,259	6,149,271	7,712,619	-1,029,360	87%	9,444,654
<u>Operating Expenses</u>						
Personnel Services	2,246,221	2,050,775	2,354,832	-108,611	95%	2,820,490
Materials and Services	3,700,436	3,151,162	3,767,019	-66,584	98%	4,481,686
Total Operating Expenses	5,946,656	5,201,937	6,121,851	-175,195	97%	7,302,176
Income from Operations	736,603	947,333	1,590,768	-854,165	46%	2,142,478
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	892,994	829,948	857,520	35,475	104%	890,248
Timber Tax Revenues	111,957	83,258	111,957	0	100%	198,811
Other County Revenues	177	36,084	38,234	-38,057	0%	39,500
Grants*	427,905	2,023,293	427,905	0	100%	1,940,763
Interest Income	3,231	1,352	15,253	-12,022	21%	18,303
Total Non-Operating Revenues	1,436,263	2,975,147	1,450,868	-14,605	99%	3,087,625
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	1,965,010	3,330,967	1,965,010	0	100%	3,959,368
Interest Expense	174,107	74,105	406,691	-232,584	43%	474,936
Principal Expense	377,632	107,436	908,259	-530,628	42%	1,135,728
Total Non-Operating Expenses	2,516,748	3,512,509	3,279,960	-763,212	77%	5,570,032
Net Income (Loss)	-343,882	409,972	-238,325	-105,558	144%	-339,929

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

Port of Astoria

Balance Sheet

as of April 2023

April 30, 2023

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	505,810
Payroll Account #5344	43,366
Bornstein MMA #0004	63,335
Money Market #1259	262,627
Total Lewis & Clark Bank	875,138

Total Cash & Cash Equivalents 875,883

Accounts Receivable 517,962

Other Current Assets 2,701,771

Total Current Assets 4,095,616

Fixed Assets 35,731,756

Other Assets

Long-term Receivables 18,013,148

TOTAL ASSETS 57,840,520

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 332,509

Other Current Liabilities 15,859,248

Total Current Liabilities 16,191,757

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 33,920,435

Equity

Retained Earnings 24,263,967

Net Income -343,882

Total Equity 23,920,085

TOTAL LIABILITIES & EQUITY 57,840,520



Capital Projects
April 2023
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL PROJECTS & GRANTS			CAPITAL PROJECTS & GRANTS			REMAINDER & PRIORITY	
			As Budgeted			Actual Spending To-Date			Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Remvd
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 4/30/2023	Grants Received through 4/30/2023	Expenses through 4/30/2023 NET OF GRANTS		
WFW	21	P2 West PS&E Documents; CM/GC work to 100% Design	250,000	-	250,000	2,333	-	2,333	247,667	1
WFE - Marinas	16	West Marina Dredging	496,250	-	496,250	487,036	-	487,036	9,214	2
Administration	01	2022-23 IT Upgrades	30,000	-	30,000	20,499	-	20,499	9,501	3
Airport	04	Backfill and Site Prep Behind Overbay	30,000	-	30,000	2,678	-	2,678	27,322	3
WFW	27	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	07	Hangar Maintenance	50,000	-	50,000	-	-	-	50,000	4
WFW	23	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	1,762	-	1,762	48,238	4
Airport	08	Industrial Park	250,000	225,000	25,000	525	-	525	24,475	5
Airport	09	Terminal Building Upgrades	150,000	142,500	7,500	9,729	-	9,729	(2,229)	5
Airport	11	Tide Gate Feasibility Study	99,600	99,600	-	2,894	-	2,894	(2,894)	5
WFW	19	Fire suppression/system upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
WFW	24	Repave Gateway Avenue / Restripe	110,000	110,000	-	-	-	-	-	5
WFW - Boatyard	28	Boatyard Electrical Upgrades	10,000	-	10,000	58,494	-	58,494	(48,494)	5
WFW - Boatyard	30	Boatyard Upgrades	650,000	455,000	195,000	136	-	136	194,864	5
Airport	05	Backfill and Site Prep Behind Recology	55,000	-	55,000	23,929	-	23,929	31,071	8
Airport	03	Airport Master Plan	389,253	361,163	28,090	392,430	380,844	11,586	16,504	9
Airport	13	Vegetation Management	30,000	-	30,000	45,465	-	45,465	(15,465)	9
Airport	10	T-Hangar Fencing	50,000	37,500	12,500	38,089	28,567	9,522	2,978	9
Airport	06	Gator Utility Vehicle	15,000	-	15,000	19,599	-	19,599	(4,599)	9
Airport	02	Airport Generator	20,000	10,000	10,000	6,195	832	5,363	4,637	9
WFE - Marinas	17	West Marina Piling Replacement (25)	133,500	-	133,500	190,017	-	190,017	(56,517)	9
WFW	18	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	221,875	-	221,875	195,019	-	195,019	26,856	9
WFW	22	Pier 1 Face Chip Seal	15,000	-	15,000	13,760	-	13,760	1,240	9
WFW	25	Repave Pier 2 Entrance to Gateway	50,000	-	50,000	41,500	-	41,500	8,500	9
WFW - Boatyard	29	Boatyard Stands	16,390	-	16,390	14,587	-	14,587	1,803	9
WFW	26	Replace Cruise Ship Gangway Decking	15,000	-	15,000	-	-	-	15,000	10
Airport	12	Utility Trailer	7,500	-	7,500	-	-	-	7,500	10
WFE	14	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	10
WFE - Marinas	15	East Mooring Basin Causeway Design & Repairs	500,000	350,000	150,000	-	-	-	150,000	10
WFW	20	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	10
		Misc				394,302	25,000	369,302	(369,302)	
TOTALS			3,959,368	1,940,763	2,018,605	1,965,010	439,013	1,525,996	492,609	

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	04/04/2023	82190	✓A Coastal Lock & Key, LLC		20.00
Bill Pmt -Check	04/04/2023	82191	✓ALS Environmental		1,060.00
Bill Pmt -Check	04/04/2023	82192	✓Astoria Ford		73.87
Bill Pmt -Check	04/04/2023	82193	✓AT&T	Acct # 019 295 1870 001	24.59
Bill Pmt -Check	04/04/2023	82194	✓Brian Jacobsen (A/P)	Reimbursement for Twic Card	125.25
Bill Pmt -Check	04/04/2023	82195	✓Business Oregon	Acct # 1230000433 Loan # X08002	14,626.82
Bill Pmt -Check	04/04/2023	82196	✓Card Service Center		7,292.57
Bill Pmt -Check	04/04/2023	82197	✓Cartomation, Inc.	Invoice #61	500.00
Bill Pmt -Check	04/04/2023	82198	✓CenturyLink	Acct # 497163267	102.90
Bill Pmt -Check	04/04/2023	82199	✓Charter Business - 0229	8787 14 680 0000229	2,112.93
Bill Pmt -Check	04/04/2023	82200	✓Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	04/04/2023	82201	✓Charter Business - 5595	Acct # 8787 14 002 0105595	189.97
Bill Pmt -Check	04/04/2023	82202	✓Cintas Corporation	10829	354.97
Bill Pmt -Check	04/04/2023	82203	✓City Lumber	Cust # 7259	791.12
Bill Pmt -Check	04/04/2023	82204	✓City of Astoria - utilities		11,789.60
Bill Pmt -Check	04/04/2023	82205	✓CityServiceValcon		52,544.74
Bill Pmt -Check	04/04/2023	82206	✓Clatsop County Lawn & Tractor	544212	71.88
Bill Pmt -Check	04/04/2023	82207	✓Columbia Steel Supply		2,401.18
Bill Pmt -Check	04/04/2023	82208	✓Del's OK Point S Tire	POR101	63.00
Bill Pmt -Check	04/04/2023	82209	✓DSL	Joint Permit Application Fee - EMB Dredging	957.00
Bill Pmt -Check	04/04/2023	82210	✓Frank Spence, Commissioner	Reimb - Feb 2023	100.00
Bill Pmt -Check	04/04/2023	82211	✓HOFMANN ADC		1,800.00
Bill Pmt -Check	04/04/2023	82212	✓iFocus Consulting, Inc.		1,057.00
Bill Pmt -Check	04/04/2023	82213	✓Island Creative	2023 Columbia River Cruise Guide Ad	350.00
Bill Pmt -Check	04/04/2023	82214	✓J P Plumbing Company, Inc.	Cust ID: AS75	80.00
Bill Pmt -Check	04/04/2023	82215	✓Joey Gochis (A/P)	Reimb for Safety Boots	95.00
Bill Pmt -Check	04/04/2023	82216	✓John Anderson.	JA - Group: 10013822 Subscriber: T62752933 Augu...	1,323.90
Bill Pmt -Check	04/04/2023	82217	✓Key Government Finance, Inc.	Acct # 581049019 Inv 4931854	50,633.33
Bill Pmt -Check	04/04/2023	82218	✓Lawson Products	Cust # 10075026	197.69
Bill Pmt -Check	04/04/2023	82219	✓Matthew McGrath (A/P)	Reimbursement - Feb 2023	156.23
Bill Pmt -Check	04/04/2023	82220	✓Melanie Howard (A/P)		70.39
Bill Pmt -Check	04/04/2023	82221	✓North Coast Truck Parts		22.50
Bill Pmt -Check	04/04/2023	82222	✓Northwest Local Government Legal Advi...	Mar 2023	3,025.00
Bill Pmt -Check	04/04/2023	82223	✓NW Natural		2,294.71
Bill Pmt -Check	04/04/2023	82224	✓Orkin Pest Control	28012851	109.99
Bill Pmt -Check	04/04/2023	82225	✓Pacific Power		13,801.62
Bill Pmt -Check	04/04/2023	82226	✓Pape Machinery, Inc.	Cust # 101890	65.43
Bill Pmt -Check	04/04/2023	82227	✓PetroCard, Inc.	01-0004280	939.10
Bill Pmt -Check	04/04/2023	82228	✓Platt Electric Supply (Rexel)	Acct #135946	34.96
Bill Pmt -Check	04/04/2023	82229	✓Pro-Fresh LLC	Customs & Border Protection Office	194.95
Bill Pmt -Check	04/04/2023	82230	✓Recology Western Oregon		3,183.06
Bill Pmt -Check	04/04/2023	82231	✓S. Bruce Conner	April 2023	2,100.00
Bill Pmt -Check	04/04/2023	82232	✓Shane Jensen - Grant Writer	Grant Writing - Mar 2023	7,758.75
Bill Pmt -Check	04/04/2023	82233	✓Sierra Springs	928320221793628	140.66
Bill Pmt -Check	04/04/2023	82234	✓Special Districts Health Premiums	Cust # 03-0016324	48,942.30
Bill Pmt -Check	04/04/2023	82235	✓Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	04/04/2023	82236	✓Standard Insurance Co.	Policy # 00 158620 0001	1,935.06
Bill Pmt -Check	04/04/2023	82237	✓Staples Advantage		367.77
Bill Pmt -Check	04/04/2023	82238	✓State of Oregon - Employment Tax	BUS ID#: 0504015-4	16.91
Bill Pmt -Check	04/04/2023	82239	✓Sunset Auto Parts - NEW	Cust # 76004	65.52
Bill Pmt -Check	04/04/2023	82240	✓Traffic Safety Supply Co.	C003028	753.00
Bill Pmt -Check	04/04/2023	82241	✓Trails End Recovery		114.00
Bill Pmt -Check	04/04/2023	82242	✓United Rentals		437.58
Bill Pmt -Check	04/04/2023	82243	✓Verizon Wireless #7705-1	270297705-00001	613.38
Bill Pmt -Check	04/04/2023	82244	✓Whitney Equipment Co., Inc.		1,491.00
Bill Pmt -Check	04/04/2023	82245	✓Wilcox & Flegel	Acct # 0053592	99.88
Bill Pmt -Check	04/04/2023	82246	✓Will Isom (A/P)	Reimb for mileage driven	225.32
Total 102-02 - CCB Operating #1442					239,843.37
Total 102-00 - Cash					239,843.37
TOTAL					239,843.37

Scott McClaine
 Scott McClaine

OT

1:01 PM

04/20/23

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	04/20/2023	82247	A Coastal Lock & Key, LLC		30.00
Bill Pmt -Check	04/20/2023	82248	Advanced Remediation Technologies, Inc.		2,712.50
Bill Pmt -Check	04/20/2023	82249	Alex Van Slyke	10 Pier 1 Photography	250.00
Bill Pmt -Check	04/20/2023	82250	America's Phone Guys		577.86
Bill Pmt -Check	04/20/2023	82251	Bergerson Construction, Inc		129,838.50
Bill Pmt -Check	04/20/2023	82252	BOLI	VOID: Project DB # 22107 FY2022-23 Pile Replacem...	
Bill Pmt -Check	04/20/2023	82253	Campbell Environmental		1,285.00
Bill Pmt -Check	04/20/2023	82254	Card Service Center		9,230.04
Bill Pmt -Check	04/20/2023	82255	Cartomation, Inc.	Invoice #62	500.00
Bill Pmt -Check	04/20/2023	82256	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	04/20/2023	82257	Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	04/20/2023	82258	CHS Inc/Cenex	Cust # 195072	368.44
Bill Pmt -Check	04/20/2023	82259	City Lumber	Cust # 7259	125.35
Bill Pmt -Check	04/20/2023	82260	City of Astoria - utilities		93,142.66
Bill Pmt -Check	04/20/2023	82261	City of Warrenton		3,519.89
Bill Pmt -Check	04/20/2023	82262	Columbia Steel Supply		279.13
Bill Pmt -Check	04/20/2023	82263	Department of Licensing		0.08
Bill Pmt -Check	04/20/2023	82264	DSL	Acct ID # APP0060219	957.00
Bill Pmt -Check	04/20/2023	82265	Earthworx Excavation, LLC	Inv#1271	3,657.50
Bill Pmt -Check	04/20/2023	82266	Emerald Recycling	Billing Acct # PO22268	836.69
Bill Pmt -Check	04/20/2023	82267	Englund Marine (Airport)		893.63
Bill Pmt -Check	04/20/2023	82268	Englund Marine (Boatyard)		438.09
Bill Pmt -Check	04/20/2023	82269	Englund Marine (Marina)		489.27
Bill Pmt -Check	04/20/2023	82270	Englund Marine (MX)		4,170.09
Bill Pmt -Check	04/20/2023	82271	Feenaughty Machinery Co.	Acct # PORO003	185.03
Bill Pmt -Check	04/20/2023	82272	Forklift Headquarters	W/O#3302	435.00
Bill Pmt -Check	04/20/2023		Hamilton Engine, LLC	QuickBooks generated zero amount transaction for bi...	
Bill Pmt -Check	04/20/2023	82273	Harold Culver (Retiree)		277.38
Bill Pmt -Check	04/20/2023	82274	Hart Radiator		2,263.66
Bill Pmt -Check	04/20/2023	82275	Home Depot	6035 3225 3191 4798	568.98
Bill Pmt -Check	04/20/2023	82276	iFocus Consulting, Inc.		5,425.00
Bill Pmt -Check	04/20/2023	82277	Jeff Hale Painting		8,000.00
Bill Pmt -Check	04/20/2023	82278	Jim Varner's Automotive		767.60
Bill Pmt -Check	04/20/2023	82279	Kiwi Glass, Inc.	Phase 4	3,494.00
Bill Pmt -Check	04/20/2023	82280	Landside Resources, Inc.	March 2023	1,350.00
Bill Pmt -Check	04/20/2023	82281	Lawson Products	Cust # 10075026	187.12
Bill Pmt -Check	04/20/2023	82282	M&N WORKWEAR		210.80
Bill Pmt -Check	04/20/2023	82283	MarinaWare	Quarterly Software License - April, May, and June 2023	450.00
Bill Pmt -Check	04/20/2023	82284	Maul Foster & Alongi, Inc.		42,252.90
Bill Pmt -Check	04/20/2023	82285	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	32,138.23
Bill Pmt -Check	04/20/2023	82286	National Business Furniture LLC		271.10
Bill Pmt -Check	04/20/2023	82287	Northwest Parking Equipment Co.	Semi-Annual Pay Station Servicing	1,400.00
Bill Pmt -Check	04/20/2023	82288	NW Marine Terminal Assn	2023 NWMTA Spring Meeting in Portland OR for Sue...	300.00
Bill Pmt -Check	04/20/2023	82289	NW Natural		1,521.84
Bill Pmt -Check	04/20/2023	82290	Oregon DMV	Acct # 60577	70.70
Bill Pmt -Check	04/20/2023	82291	Orkin Pest Control	28012851	98.00
Bill Pmt -Check	04/20/2023	82292	Pacific Northwest Waterways Assn.	2023 Mission to Washington DC	2,250.00
Bill Pmt -Check	04/20/2023	82293	Pacific Power		14,062.22
Bill Pmt -Check	04/20/2023	82294	PacificSource Administrators	Employer ID: P00431	1,782.13
Bill Pmt -Check	04/20/2023	82295	Performance Systems Integration, LLC	901626	1,445.00
Bill Pmt -Check	04/20/2023	82296	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	04/20/2023	82297	PetroCard, Inc.	01-0004280	919.41
Bill Pmt -Check	04/20/2023	82298	Platt Electric Supply (Rexel)	Acct # 135946	459.23
Bill Pmt -Check	04/20/2023	82299	Quadient (postage)	X3391	104.85
Bill Pmt -Check	04/20/2023	82300	Shred-It	Cust # 16971101	120.00
Bill Pmt -Check	04/20/2023	82301	Solutions YES, LLC	Acct # PO03	114.53
Bill Pmt -Check	04/20/2023	82302	Special Touch Janitorial, Inc.	April	3,512.50
Bill Pmt -Check	04/20/2023	82303	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	04/20/2023	82304	Staples Advantage		10.20
Bill Pmt -Check	04/20/2023	82305	State of Oregon - Employment Tax	BUS ID#: 0504015-4	4,758.41
Bill Pmt -Check	04/20/2023	82306	Sweet Septic and Portable Service	September 2022	260.00
Bill Pmt -Check	04/20/2023	82307	The Daily Astorian	Account # 12928	131.25
Bill Pmt -Check	04/20/2023	82308	ULINE	Cust # 21657453	3,085.74
Bill Pmt -Check	04/20/2023	82309	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	04/20/2023	82310	Walter E. Nelson Co.	Cust # 1629	58.07
Bill Pmt -Check	04/20/2023	82311	Wells Electrical Contracting, Inc.		37,224.35
Bill Pmt -Check	04/20/2023	82312	Wilcox & Flegel	Acct # 0053592	99.88
Bill Pmt -Check	04/20/2023	82313	Will Isom (A/P)	Reimb for mileage driven	174.32
Bill Pmt -Check	04/20/2023	82314	BOLI	Project DB # 22107 FY2022-23 Pile Replacement	383.70

Total 102-02 - CCB Operating #1442

426,767.21

Total 102-00 - Cash

426,767.21

TOTAL

426,767.21

4-21-23

OK

June 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1	2	3
4	5 6PM Astoria City Council Mtg	6 4PM Regular Session 6PM CB City Council Mtg	7 7PM Gearhart City Council Mtg	8	9	10
11	12 6PM Seaside City Council Mtg	13 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	14 5PM Clatsop Cnty Commission	15	16	17
18	19 6PM Astoria City Council Mtg	20 4PM Regular Workshop Session	21 12:00PM Finance Cmte	22	23	24
25	26 6PM Seaside City Council Mtg	27 5:30PM Astoria Planning Commission 6PM Warrenton City Council Mtg 7:30AM AWACC Breakfast Mtg	28 5PM Clatsop Cnty Commission	29	30	Jul 1



Port of Astoria
Commissioner Meeting #2

Astoria Regional Airport Master Plan

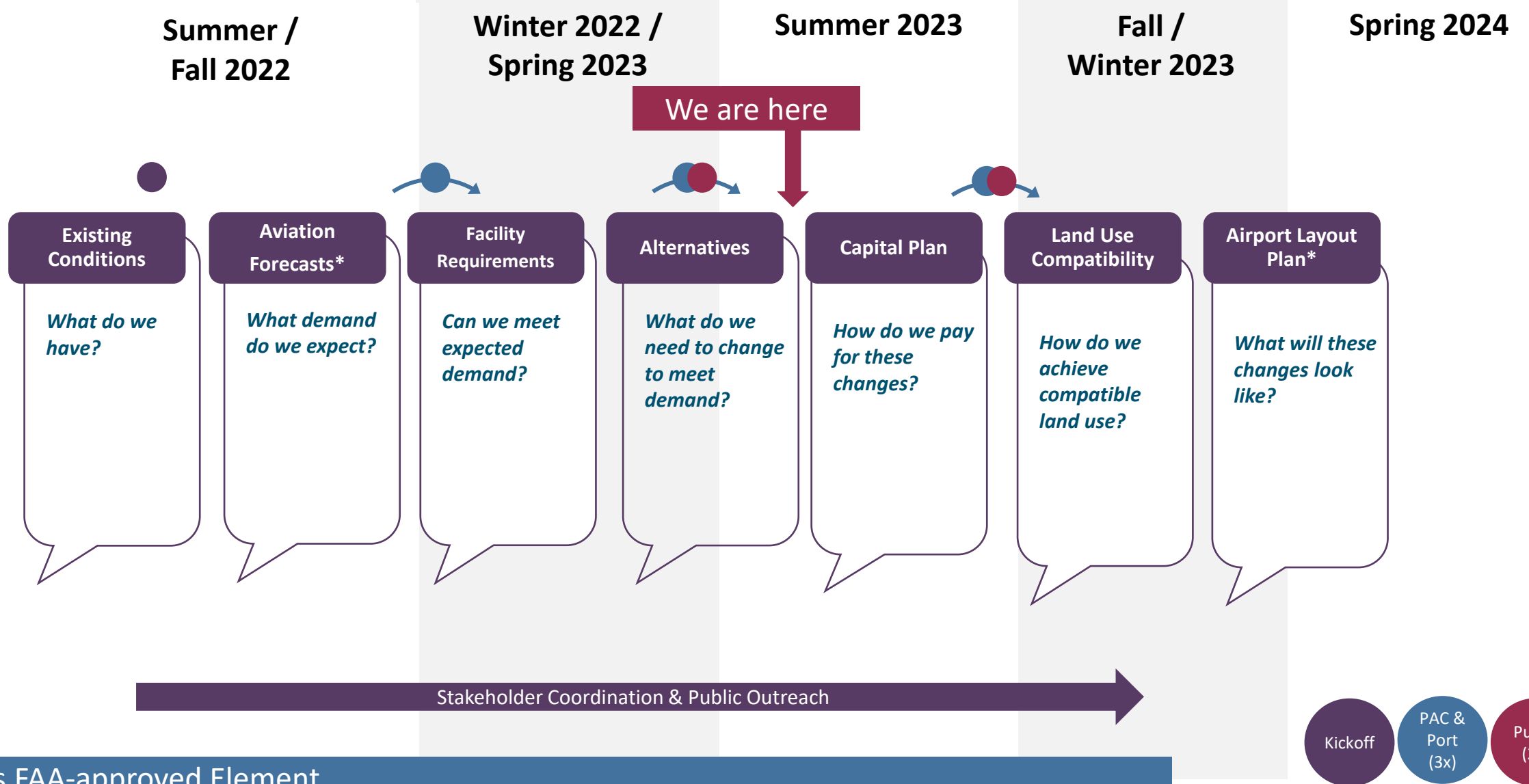
June 6th, 2023

Meeting Agenda



- **Project Schedule**
- **Project Overview**
- **Facility Requirements**
- **Alternatives Development**
- **Next Steps**

Project Schedule



* Denotes FAA-approved Element

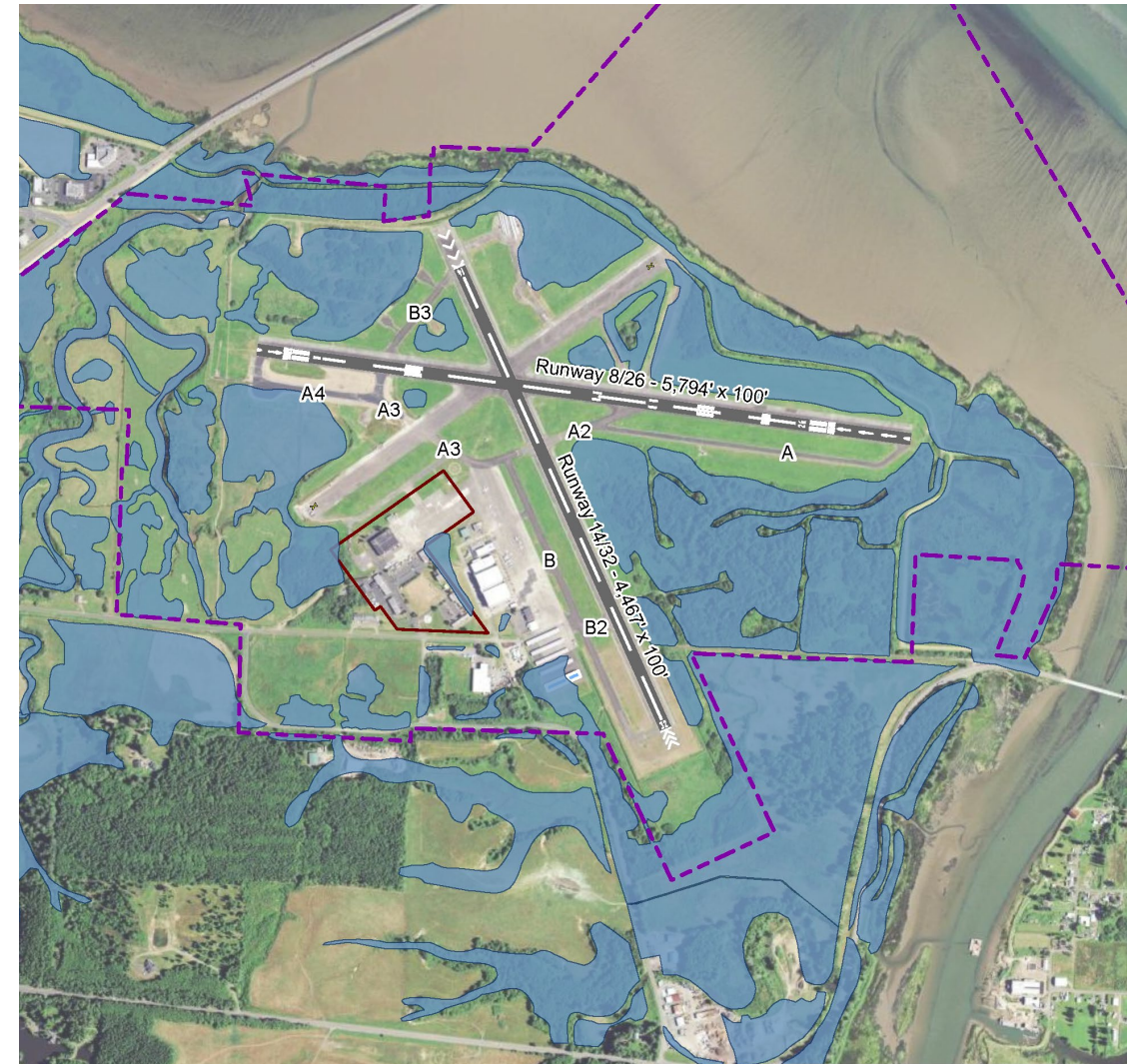
Project Overview



Environmental Summary

Environmental resources known to occur on or near AST:

- AST in Oregon's federally approved Coastal Zone
- Cattle grazing (agricultural use)
- Federally listed threatened or endangered species (fish – Vera Slough and Columbia River)
- Floodplains
- Wetlands



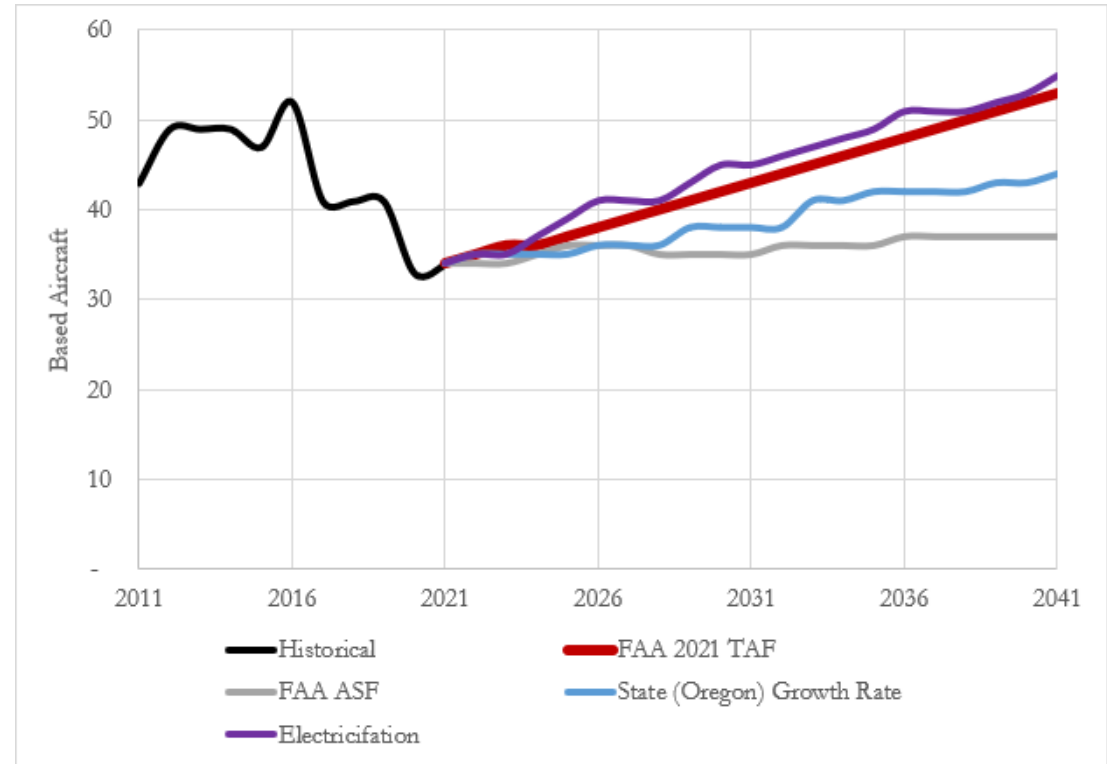
Aviation Forecasts

Itinerant Operations

Fiscal Year	Preferred Forecast	2022 TAF	Total Difference	Percent Difference
2021	11,800	11,800	0	0.0%
2026	12,100	12,400	300	2.5%
2031	13,300	13,100	200	1.5%
2036	15,100	13,800	1,300	8.6%
2041	16,300	14,500	1,800	11.0%
'21-'41 CAGR	1.6%	1.0%	N/A	N/A

Source: 2022 FAA Terminal Area Forecast for AST; 2022 FAA Aerospace Forecast

*Operations rounded to the nearest hundredth



Local General Aviation operations

Fiscal Year	Preferred Forecast	2022 TAF	Total Difference	Percent Difference
2021	11,400	11,400	0	0.0%
2026	11,900	11,500	400	3.4%
2031	13,000	12,200	800	6.2%
2036	14,800	13,000	1,800	12.2%
2041	15,900	13,700	2,200	13.8%
'21-'41 CAGR	1.7%	0.9%	N/A	N/A

CAGR: Compound Annual Growth Rate

Source: 2022 FAA Terminal Area Forecast for AST

*Operations rounded to the nearest hundredth

Fiscal Year	Aerospace Forecast	State of Oregon Growth Rate	Electrification	2022 TAF
2021	34	34	34	34
2026	36	36	41	38
2031	35	38	45	43
2036	37	42	51	48
2041	37	44	55	53
'21-'41 CAGR	0.4%	1.3%	2.4%	2.2%

CAGR: Compound Annual Growth Rate

Source: 2022 FAA Terminal Area Forecast for AST; 2022 FAA Aerospace Forecast

Critical Aircraft

Runway Design Code Designations

Aircraft Approach Category (AAC)		
AAC	Approach Speed	
A	Approach Speed less than 91 knots	
B	Approach speed 91 knots or more but less than 121 knots	
C	Approach speed 121 knots or more but less than 141 knots	
D	Approach speed 141 knots or more but less than 166 knots	
E	Approach speed 166 knots or more	
Airplane Design Group		
Group Number	Wingspan (in feet)	Tail Height (in feet)
I	< 49'	< 20'
II	49' - < 79'	20' - < 30'
III	79' - < 118'	30' - < 45'
IV	118' - < 171'	45' - < 60'
V	171' - < 214'	60' - < 66'
VI	214' - < 262'	66' - < 80'



Critical Aircraft

- Most demanding type of group aircraft with more than 500 annual operations at the Airport
- **Cessna 208 Caravan**

Aircraft Reference Code (ARC)	Total
A-I	1,074
A-II	128
Subtotal A	1,202
B-I	134
B-II	1,019
Subtotal B	1,153
C-I	43
C-II	29
C-IV	6
Subtotal C	78
D-I	2
D-II	2
D-III	7
D-IV	7
D-V	1
Subtotal D	19

Source: TFMSC.

Facility Requirements

Facility Requirements Analysis

Why? The purpose of the facility requirements analysis is to define current and future facility needs for the 20-year planning period.

Purpose? Safety, Efficiency, and compliance with FAA insuring federal funding for infrastructure.

- **Airside Facilities** (runway, taxiway, lighting, etc.)
- **Landside Facilities** (aircraft parking, hangars, fuel etc.)
- **Support Facilities/Infrastructure** (access roads, vehicle parking, utilities, etc.)

Revenue Generation Goals

- User Fees
- Fuel Sales
- Hangar Rentals
- Non-Aeronautical Development
- Infrastructure Improvements
- Electric Aircraft Integration

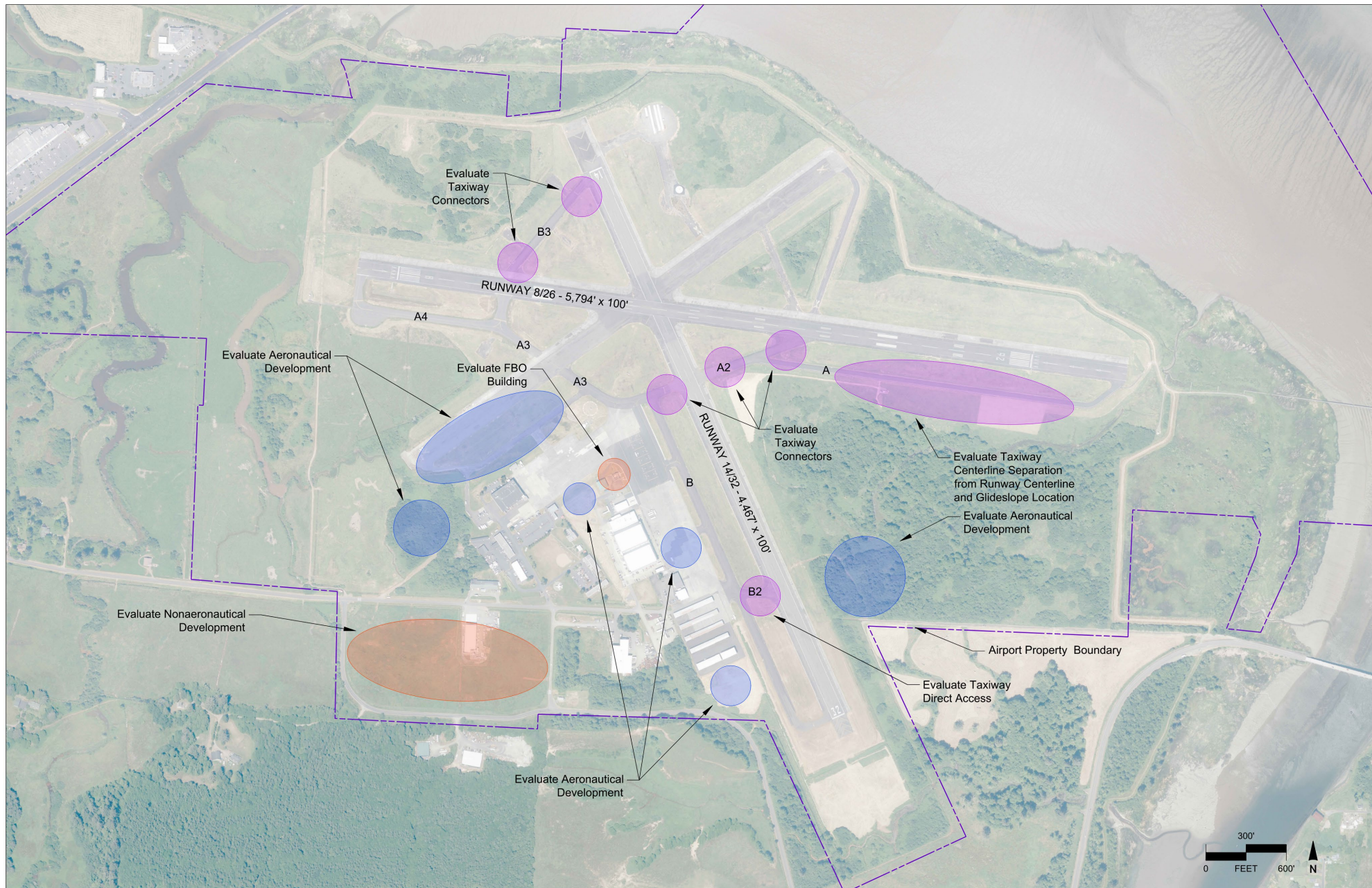
Meeting Airport Design Standards

Runway Design Standards Compliance

Runway Design	FAA Standards	Runway 8/26		Runway 14/32	
	B-II	8	26	14	32
Runway Width	75'	100'		100'	
Shoulder Width	10'	20'		25'	
Blast Pad Width	95'	N/A		190'	120'
Blast Pad Length	150'	N/A		300'	150'
Runway Protection					
Runway Safety Area (RSA)					
Length Beyond Departure End	300'	600'		300'	
Length Prior to Threshold	300'	N/A		N/A	
Width	150'	300'		150'	
Runway Object Free Area (ROFA)					
Length Beyond Departure End	300'	600'		300'	
Length Prior to Threshold	300'	N/A		N/A	
Width	500'	800'		500'	
Precision Obstacle Free Zone (POFZ)					
Length	N/A	200'		200'	
Width	N/A	400'		400'	
Runway Separation, Runway Centerline to:					
Holding Position	200'	250'		200'	
Parallel Taxiway	240'	300'		240'	
Aircraft Parking Area	-	500'+		400'	

- The forecasts of aviation activity projects that Airplane Design Group II (ADG II) will remain the design group over the next 20+ years.
- The runway-taxiway system is currently designed to meet ADG II standards
- Future facility needs to be driven by increased demand and meeting design standards

Taxiway Segment	FAA Standards	Taxiway A	Taxiway B
Type		Primary Parallel	Primary Parallel
Taxiway Design Group	2A	2A	2A
Dimension (Width)	35'	50'	35'



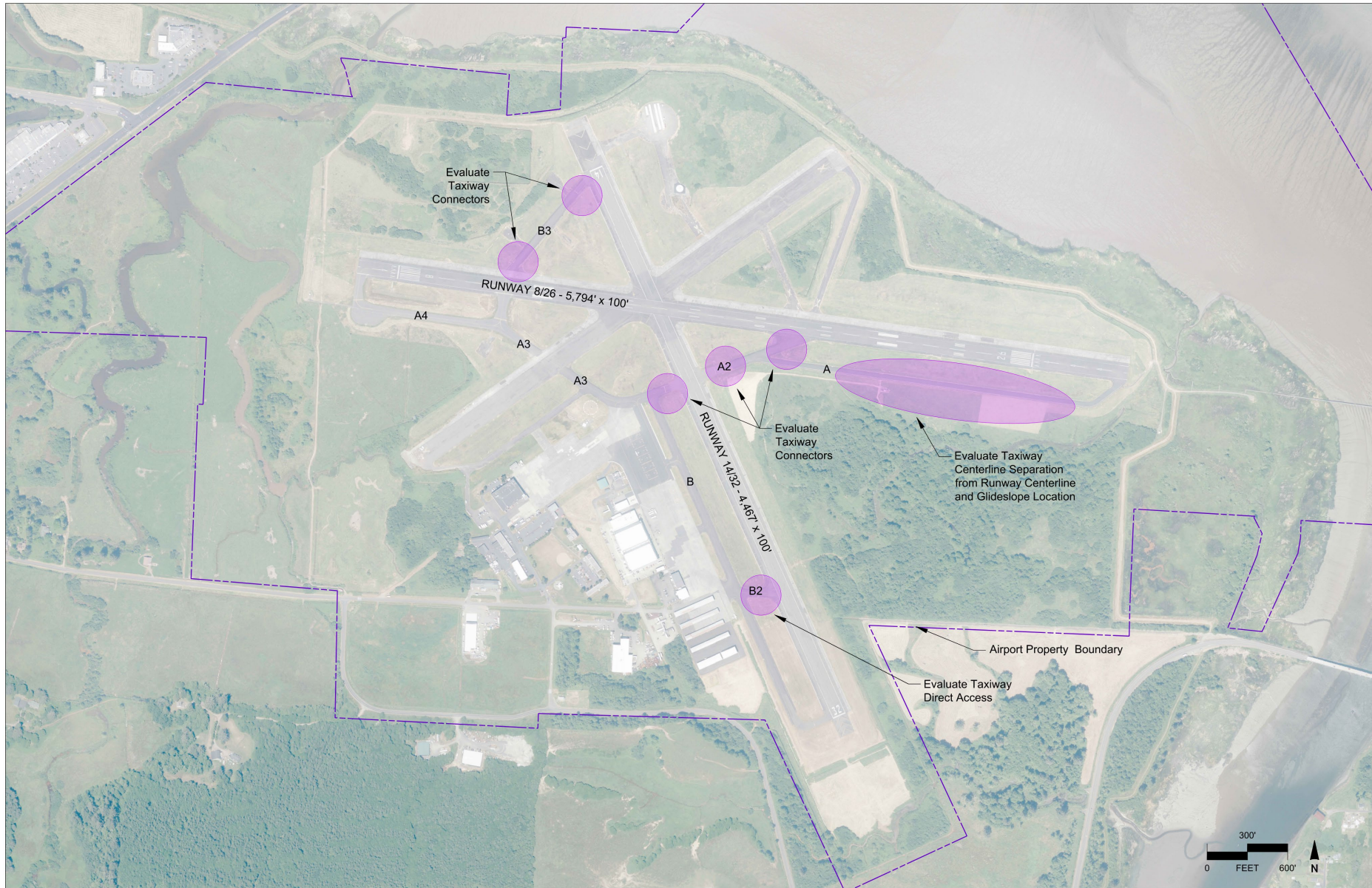
Facility Recommendations – Aeronautical

Development of Alternatives to address:

- *Limit runway crossings to the outer thirds of the runway to comply with FAA guidance.*
- *Relocating Taxiway A to the south by 30 feet to allow visibility minimums at Runway End 26.*

Airfield Recommendations

- Future runway pavement projects maintain line of sight clearance.
- Maintain pavement strength to accommodate the current and forecasted fleet mix. AST should periodically evaluate size and frequency of aircraft larger than B-II utilizing AST runways, taxiways, and ramps to assure pavement strength is maintained.
- Maintain clearance of the TOFA and TSA.
- Groove pavement on Runway 8/26 during pavement rehabilitation construction. Grooving of runway pavement will increase overall safety and drainage.
- Proceed with the Runway 8/26 Pavement Rehabilitation, which is planned for 2025.



Facility Recommendations – Aeronautical

Aircraft Storage Recommendations

Development of Alternatives to address:

- ▶ *Identify future hangar development locations in order to increase the capacity at the airport and meet the needs of the future demand.*
- ▶ *Anticipate additional parking needs for civilian and USCG helicopters, as based helicopters are projected to increase.*

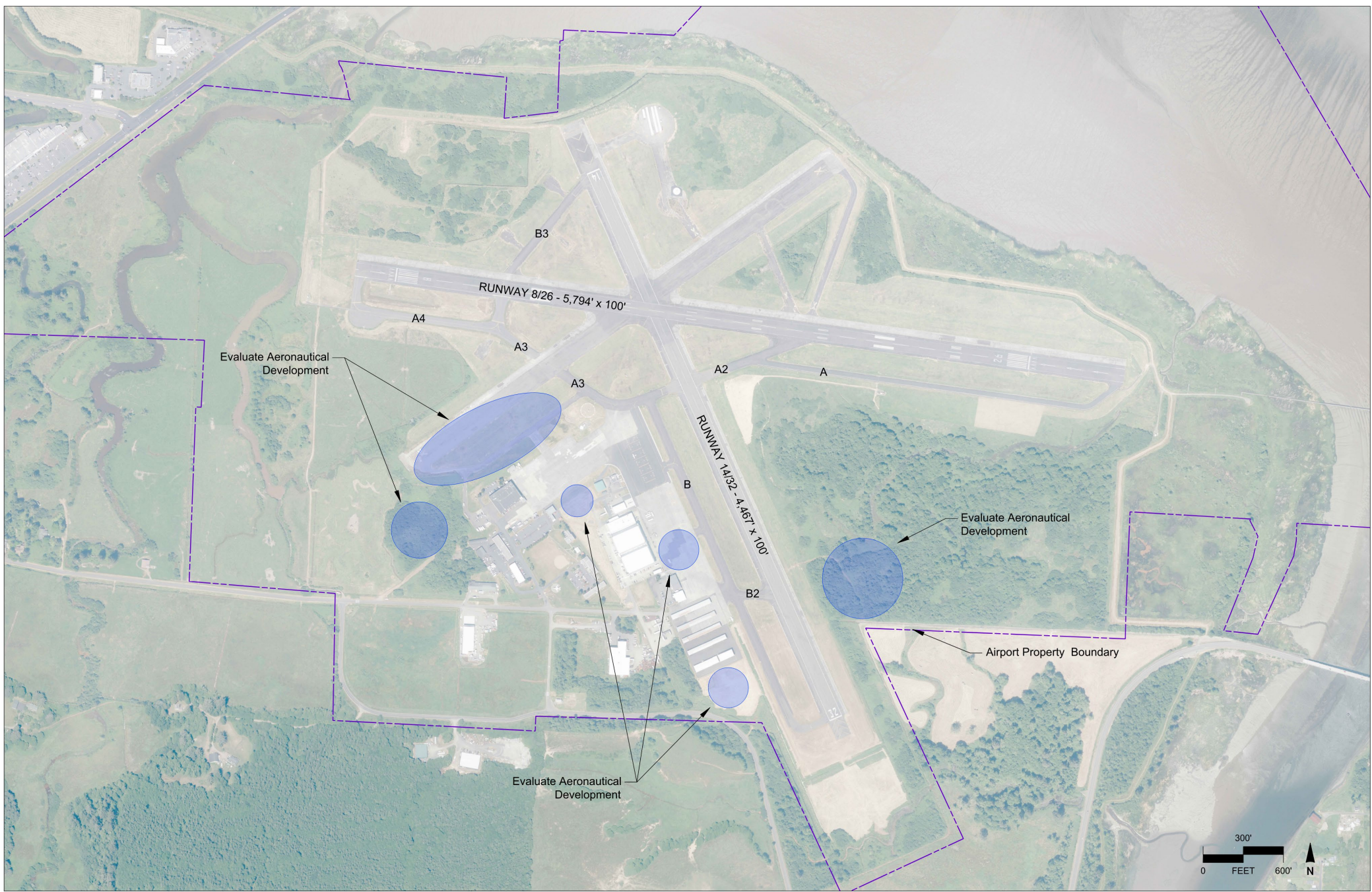
Facility Recommendations – Aeronautical

Development of Alternatives to address:

- *Expand, upgrade, or relocate FBO facilities and improve FBO landside access and wayfinding.*
- *Prepare the airport for the infrastructure needs of electric aircraft.*

Aviation Support Recommendations

- Consider Part 139 certification to accommodate future air carrier aircraft.
- Plan for certification requirements for ARFF if scheduled passenger service returns to the Airport.



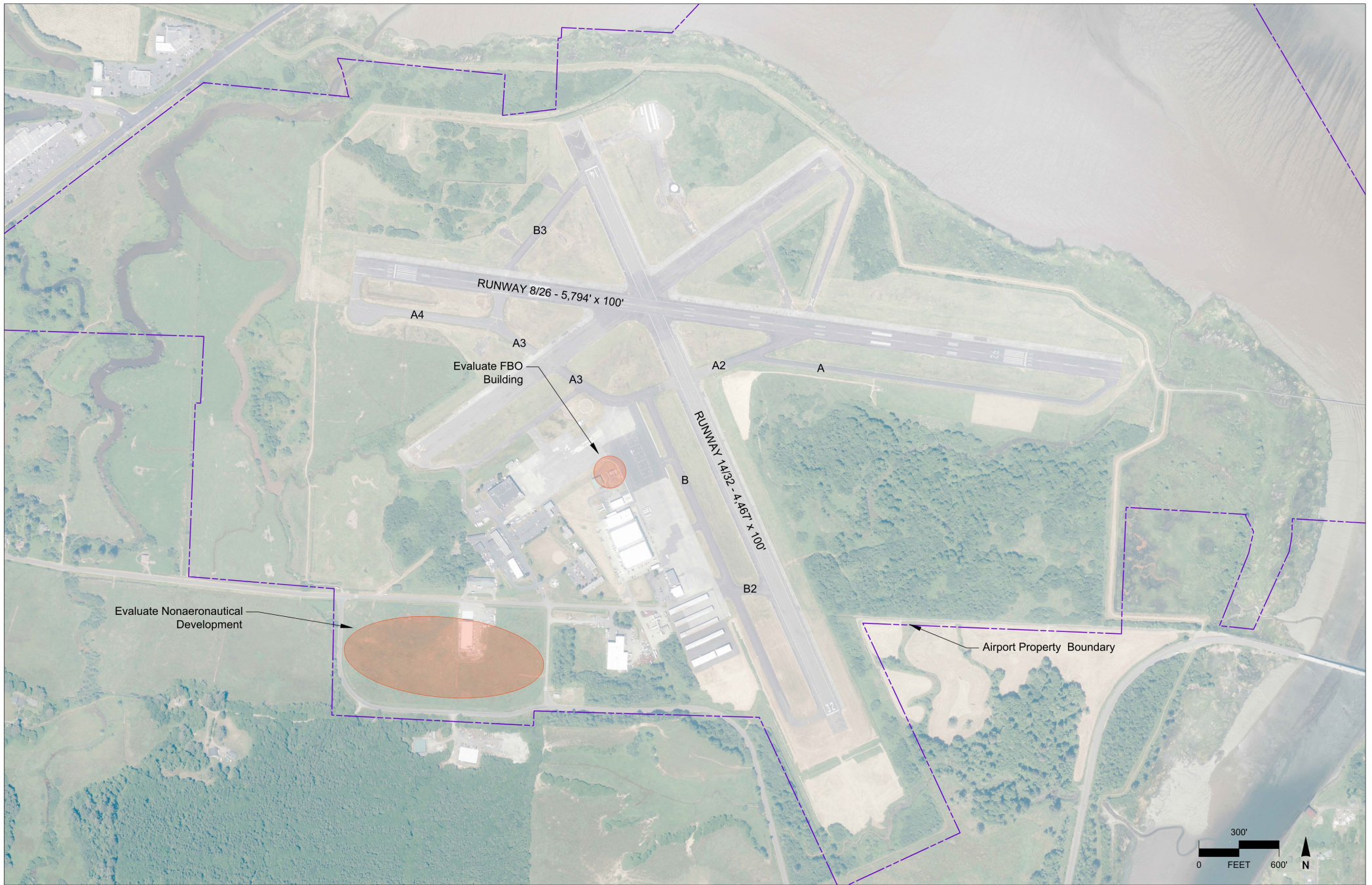
Facility Recommendations – Non-Aeronautical

Development of Alternatives to address:

- Evaluation of non-aeronautical development opportunities

Non-Aeronautical Recommendations

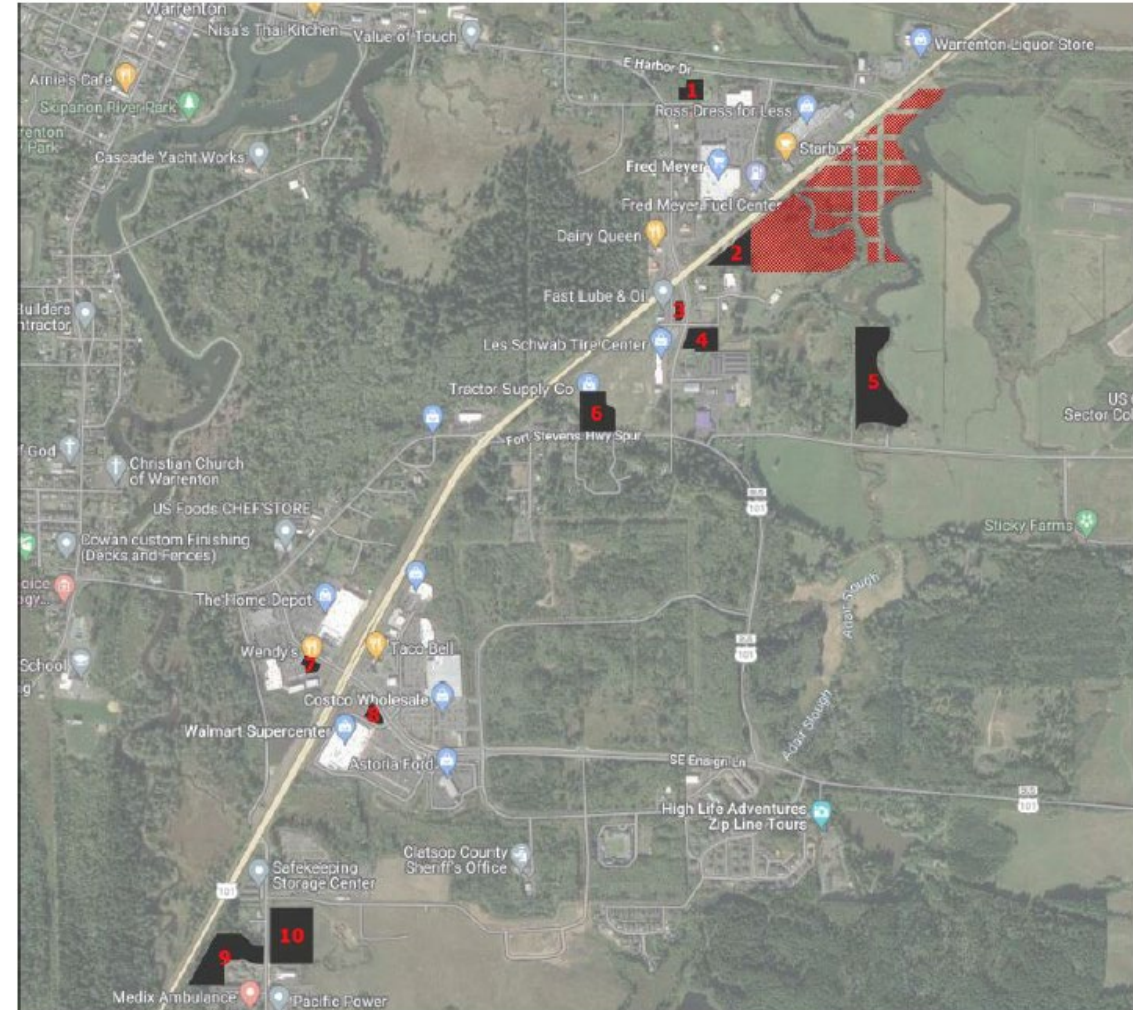
- ▶ AST should regularly coordinate and collaborate with the City of Warrenton and Clatsop County to avoid non-compatible land uses in the RPZ.
- ▶ Leverage and analyze achievable land lease rates data for non-aeronautical properties to better assess market opportunities and land lease options.
- ▶ Installation of wayfinding signage to the various businesses within the AST fence line to improve visitor experience.
- ▶ Planning for modifications to access roads to accommodate new tenants and their specific needs.



Non-Aeronautical Market Analysis

Methodology

- **Economic and Demographics**
 - Population growth
 - Employment levels
 - Industry projections
- **Market Analysis**
 - Comparable Sales – to identify land lease rates
- **Survey**
 - 10 parcels identified over five years
 - All zoned General Commercial (C1)
 - No relevant land sales involving land zoned for industrial
 - Transactions 9 and 10 (Osburn Plumbing and NW Natural) represent light-industrial uses
 - Achievable Pricing
 - Higher prices along the highway
 - Lower prices backing Adams Slough
- **Parcels located in the RPZ have limited to no development options.**

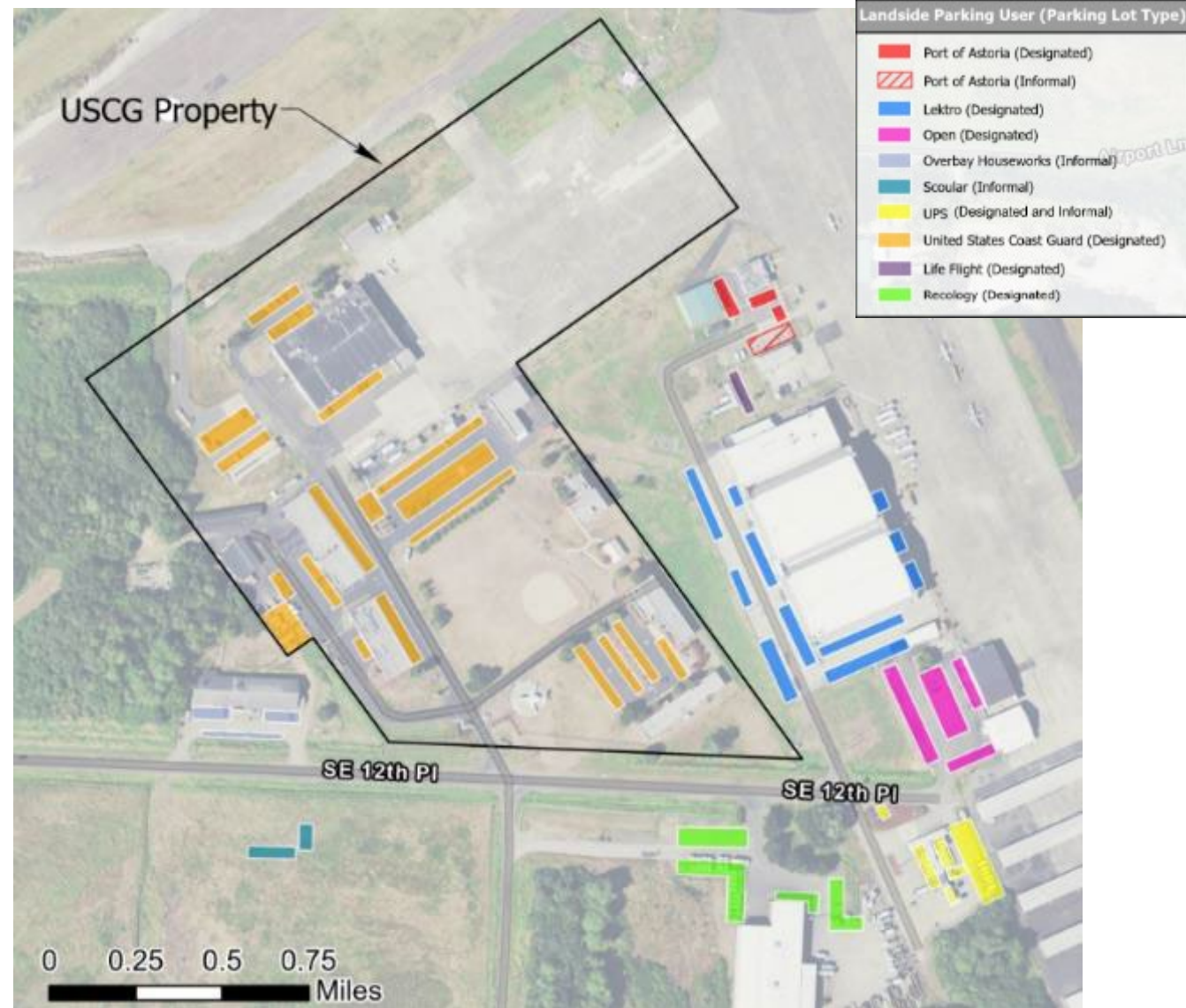


SOURCE: Clatsop County, CoStar, Johnson Economics

Automobile Parking and Circulation

Current Conditions

- *Parking supply = Approx. 24 parking spaces at the terminal building.*
 - Paved and unpaved surface parking.
 - AST complex has additional parking designated for leased tenants.
- AST primary access: SE 12th Pl and SE Airport Ln
- FBO primary access: SE Flight Line Dr
- Shares access with USCG and airport leasing tenants.



FBO Automobile Parking

Parking User	Current Supply	2041 Projected Additional Demand	2041 Parking Needs
Locally-Based	~24 spaces	38	43
Employees		5	
Visitors			

The combined parking needs for locally-based users, airport employees and visitors (including rental car spaces) is **approximately 43 additional spaces**.

Clear delineation of parking would improve the user experience and reduce confusion when FBO sees increased demand.

Airport Circulation & Public Access

General Public Access

- SE 12th Place: Access to airport
 - Adequate capacity
 - Vehicles have been known to queue back when employees arrive simultaneously.

- Flight Line Drive: Access to the FBO, employee and public parking
 - Currently adequate to serve demand.
 - Circulation at FBO could be improved with delineated parking and circulation
 - Access to the FBO, employee and public parking could be improved by relocation.



On-Airport Circulation

Access to Developable Lands – within Airport Boundary

- Access to future development at the Airport Industrial Park site is likely to occur via driveways off SE 12th Place.
 - Requirements:
 - Any future land use application will require approval from and coordination with the City of Warrenton and is subject to the Warrenton Development Code zoning and design standards.
- As new development occurs it may become necessary to modify access roads to accommodate new tenants and their specific needs.
 - Pavement or road rehabilitation to accommodate increased truck traffic
 - Additional space for turning maneuvers

Off-Airport Circulation

Access to Developable Lands

- Most likely access from new approach to the intersection of US 101 at Neptune Drive.
 - Requirements:
 - Application Form for State Highway Approach (ODOT form number 734-2680).
 - Approval and coordination with the appropriate jurisdiction for any new development
 - Must meet ODOT traffic mobility targets.
- Portions within the AST Runway Protection Zone, which severely limits the type of uses that are permissible.

Wayfinding and Signage



Wayfinding and Signage

- Limited signage to the FBO.
- New signage along SE 12th Place and Flight Line Drive could benefit new visitors
- Wayfinding signage to the various businesses within the AST fence line could improve the visitor experience

Alternative Development

Alternative Development– Aeronautical & Non-Aeronautical

Airfield Alternatives

- *Limit runway crossings to the outer thirds of the runway to comply with FAA guidance.*
- *Relocating Taxiway A to the south by 30 feet to allow visibility minimums at Runway End 26.*

Aircraft Storage Alternatives

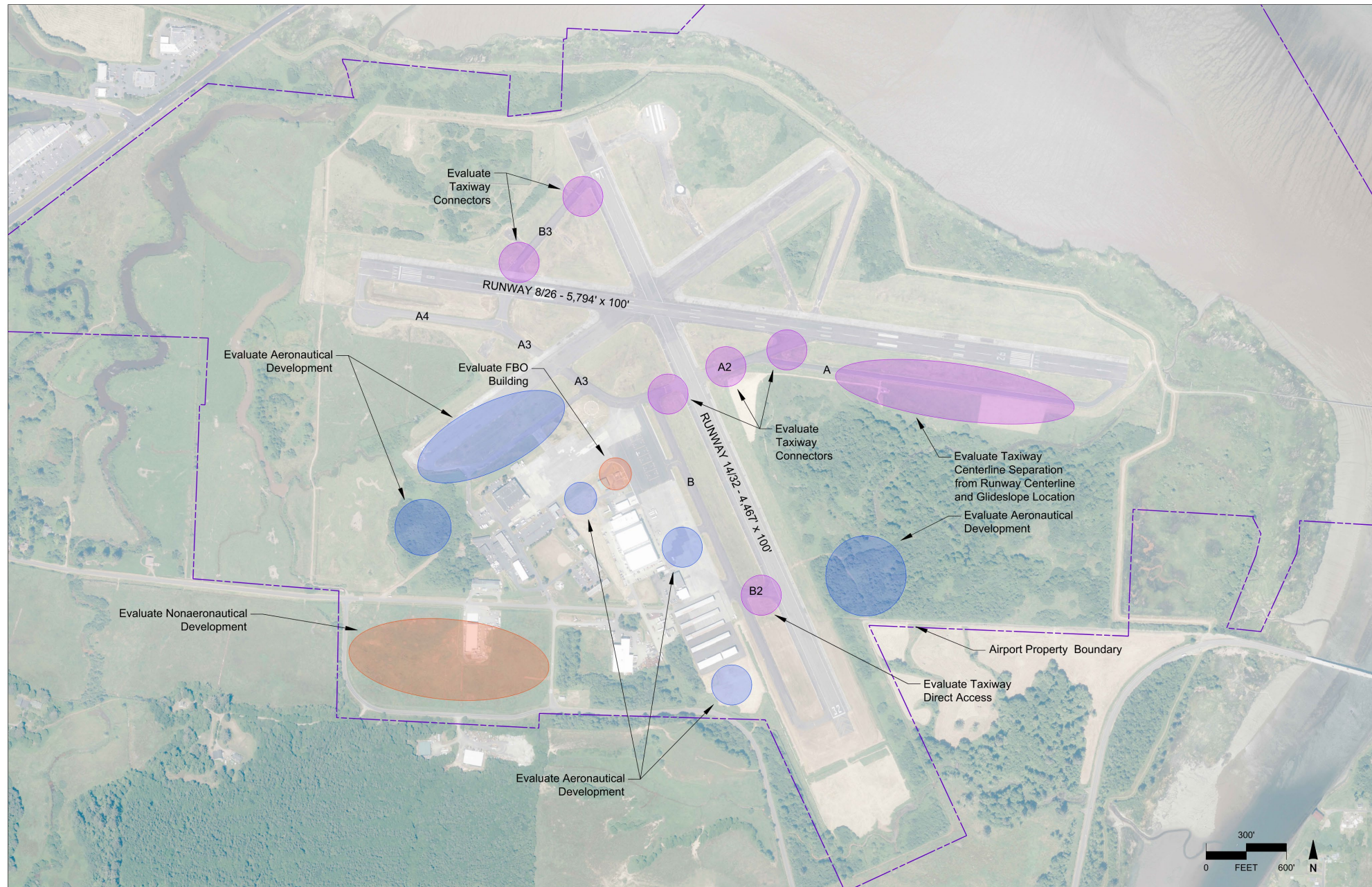
- *Identify future hangar development locations in order to increase the capacity at the airport and meet the needs of the future demand.*
- *Anticipate additional parking needs for civilian and USCG helicopters, as based helicopters are projected to increase.*

Aviation Support Alternatives

- *Expand, upgrade, or relocate FBO facilities and improve FBO landside access and wayfinding.*
- *Prepare the airport for the infrastructure needs of electric aircraft.*

Non-Aeronautical Alternatives

- *Evaluation of non-aeronautical development opportunities*



Next Steps

Next Steps

- **Chapter PAC Review – June 2023**
 - Facility Requirements
 - Alternatives
- **Chapter Preparations – Summer 2023**
 - Alternatives Development (Refinement)
 - Land Use Planning
 - Financial Feasibility
- **Meetings – Fall 2023**
 - Planning Advisory Committee #3
 - Public Meeting #2
 - Port Commissioner Meeting #3





Questions?



Thank you.

Contact Information



Angela Archibeque – PM

angela.archibeque@meadhunt.com

Office: 971-231-3095

Cell: 505-304-3062



Marieke Armstrong – AGIS

marieke.armstrong@meadhunt.com

Office: 916-993-4627





May 18, 2023
Project No. M0475.05.001

Matt McGrath
Port of Astoria
422 Gateway Avenue, Suite 100
Astoria, OR 97103

Re: Integrated Planning Grant Scope of Work

Dear Matt McGrath:

Maul Foster & Alongi, Inc. (MFA), has prepared this proposal to provide the Port of Astoria with project planning and funding strategy support. MFA understands this scope of work will be funded through an Integrated Planning Grant from Business Oregon.

SCOPE OF WORK

Task 1—Comprehensive Waterfront Improvement Plan

MFA will develop a comprehensive waterfront improvement plan that considers the most effective program and timeline to streamline the various overlapping infrastructure and remediation projects. The plan will prepare a detailed overall project schedule for all components that aligns implementation with permitting requirements, regulatory review, and funding (Task 2). This task will include the following elements:

- Organize and facilitate a project coordination meeting with Port staff and key partners. This 90-minute meeting will establish the primary objectives and define the key project elements for the waterfront improvement plan.
- Develop a comprehensive project schedule and workflow diagram detailing all elements (design, permitting, etc.) for the primary waterfront projects.
- Prepare a permit and regulatory pathway summary that identifies the primary permit and approvals required for each of the waterfront project components. The summary will provide an overview of requirements, process, and approximate timeline for each permit.

Deliverables

- Project program summary memo including overview of key projects and their primary components, identified permitting requirements, and best understanding of key milestones and overall project schedule.

- Comprehensive project schedule graphic figure with key milestones and permit timelines.

Task 2—Funding Strategy

MFA will align the priorities identified in Task 1 with potential state and federal funding resources to create a matrix that prioritizes grant resources based on key criteria. Examples include fit, timing, eligibility, eligible costs, available funding, source of funding (i.e., federal or state agency), match requirements, and whether funding is competitive or available on a formula basis. Where funding is to be allocated by formula, MFA will conduct research to clarify when funding may be received. Based on available information, MFA will also identify the partnerships and third-party commitments necessary to facilitate the strongest application possible. This task will also include development of a community engagement strategy that focuses on identifying guiding outreach to community members, stakeholders and other impacted groups to help ensure any subsequent funding applications meet expected requirements for engagement and environmental justice evaluation.

Deliverables

- Funding matrix accompanied by a summary memorandum of near-term funding opportunities to support priority project components.
- Community Involvement Plan to guide research and outreach to local community groups and stakeholders.

EXCLUSIONS

Supporting the Port with preparation of specific grant applications is excluded from the scope of work. A work order for application support can be provided at your request as a change to the scope of work and an extra fee to be negotiated.

BUDGET

The estimated cost to perform the proposed work is \$25,000.

SCHEDULE

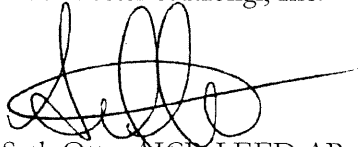
MFA will begin work within 14 days of receiving authorization to proceed. This proposal is valid for 60 days. We assume the proposed tasks will be complete no later than September 30, 2023.

Matt McGrath
May 18, 2023
Page 3

Project No. M0475.05.001

Sincerely,

Maul Foster & Alongi, Inc.



Seth Otto, AICP, LEED AP
Principal Planner

Attachments: Schedule of Charges
General Terms and Conditions

cc: Erik Bakkom, PE
Michael Pickering, RG

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges," "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

(Company Name for Client Approval Signature)

By _____ Date _____

Name _____ Title _____



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$245 – 260/hour
Senior.....	\$160 – 230/hour
Project.....	\$160 – 185/hour
Analyst	\$155 – 165/hour
Superintendent	\$150 – 165/hour
Staff	\$140 – 160/hour
Graphic Design	\$135 – 145/hour
Technician	\$120 – 150/hour
Administrative Support	\$115 – 125/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles/mileage	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges are subject to change without notice.



GENERAL TERMS AND CONDITIONS

ARTICLE 1—AGREEMENT

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc. (“MFA”), pursuant to the attached proposal (the “Proposal”) and on behalf of MFA’s client (“CLIENT”). MFA’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

ARTICLE 2—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA’s services, proposals, agreements, or reports contemplated by this Agreement.

ARTICLE 3—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms, or any other similar terms, are used in any federal, state, or local statute, regulation, order, or ordinance governing the treatment, storage, handling, and disposal of any toxic or hazardous substance or waste.

ARTICLE 4—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.
109 East 13th Street
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

ARTICLE 5—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the “MFA Parties”) to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA’s breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA’s Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

ARTICLE 6—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys’ fees, or other loss (hereafter collectively called “Loss”) arising out of (a) MFA Parties’ breach of this Agreement or (b) MFA Parties’ willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless MFA Parties from any Loss arising out of (a) CLIENT’s breach of the Agreement, or (b) CLIENT’s willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by MFA’s negligence, CLIENT shall indemnify and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

ARTICLE 7—TERM OF AGREEMENT; TERMINATION

If any Services agreed to be performed hereunder are terminated, CLIENT will pay MFA for Services performed to the date MFA receives notice of termination and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 8—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond MFA’s control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified

services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 9—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 10—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

ARTICLE 11—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation, and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

<u>LIMITS OF LIABILITY</u>	
A. Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
B. Commercial General Liability (including Contractual Liability)	
Bodily Injury	\$1,000,000 each occurrence and aggregate
Property Damage	
<u>LIMITS OF LIABILITY</u>	
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles)	\$1,000,000 combined single limits for each accident
Bodily Injury	
Property Damage	

D. Professional Liability: \$1,000,000 for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 12—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 10 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures, or practices of persons or entities other than the MFA Parties.

ARTICLE 13—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

CLIENT agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 14—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 15—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA shall retain all ownership and property interests therein, including all common law, statutory, and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless MFA Parties from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of MFA's documents under this section. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 16—NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 17—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively “Ideas”), made by the MFA Parties. CLIENT agrees that MFA’s utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 18—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 19—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 20—DISPUTE RESOLUTION

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively “Dispute”), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and MFA agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator’s fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland,

Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

ARTICLE 21—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates, and reproduction expenses.

ARTICLE 22—GOVERNING LAW AND VENUE

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which MFA's services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

ARTICLE 23—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 24—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.



RESOLUTION
NO. 2023-01

RESOLUTION TO ADOPT THE BUDGET & MAKE APPROPRIATIONS
FOR THE FISCAL YEAR 2023-2024

BE IT RESOLVED that the Board of Directors of the Port of Astoria hereby adopts the budget for the fiscal year 2023-2024 in the total of \$13,862,259 now on file at the Port of Astoria, 422 Gateway Avenue, Suite 100, Astoria OR 97103.

General Fund

Personnel Services	\$2,994,266	
Materials & Services	4,483,128	
Capital Outlay	3,489,034	
Debt Service	<u>1,655,627</u>	
Total		\$12,622,055

Special Revenue Fund

Interfund Transfers	<u>\$ 189,164</u>	
Total		\$ 189,164

Total Appropriations, All Funds \$ 12,811,219

Total Unappropriated and Reserve Amounts, All Funds \$ 1,051,040

TOTAL ADOPTED BUDGET \$ 13,862,259

Adopted this 6th day of June, 2023 by the Port of Astoria Commission.

Dirk Rohne, President
Board of Commissioners

Frank Spence, Secretary
Board of Commissioners



RESOLUTION
NO. 2023-02

RESOLUTION IMPOSING AND CATEGORIZING TAXES

BE IT RESOLVED THAT THE Board of Commissioners for the Port of Astoria hereby imposes the taxes provided for in the adopted budget at the rate of \$.1256 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for the tax year 2023-2024 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
General Fund	\$.1256/\$1000	-0-

Adopted this 6th day of June, 2023 by the Port of Astoria Commission.

Dirk Rohne, President
Board of Commissioners

Frank Spence, Secretary
Board of Commissioners

RE# 0144

REQUEST FOR EXPENDITURE

SECTION A	Date: 05/17/23	Department: Airport
	Staff Contact: Joe Tadei	Vendor (if determined): Northwest Roofing & Construction
	Description of Product or Service being requested: Airport FBO building roof replacement	
	Purpose of Product or Service being requested: Existing roof is failing; installation of 60 mil overlayment and	
Cost Estimate: \$32,178.23		
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)	\$ 150,000
	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.	
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL NET OF GRANTS
		710-00
	FY 2022-2023 Budget for this Account	\$ 3,959,368 \$ 2,018,605
	Amount Spent Year-to-Date for this Account	\$ 1,965,009 \$ 1,568,692
	Amount Available to Spend for this Account	\$ 1,994,359 \$ 449,913
	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	
	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)		
06/04/23		
SECTION E	Signature of Department Head: <i>Joe Tadei</i> 5/17/2023	
	Signature of Operations Manager: <i>M. McCall</i> 5-18-23	
	Signature of Finance Manager: <i>[Signature]</i> 5-19-23	
	Signature of Executive Director: <i>[Signature]</i> 5-19-23	

(over for Quotation Analysis)

Project: Airport FBO Roof Replacement

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
Northwest Roofing & Construction, LLC.	\$32,178.23	install IB 60mil gray ply membrane over entire roof with hot air welded seams	Immediate	NW Roof specializes in flat roof repairs.	contractor provides 20 year warranty on product, 10 year warranty on labor
Dr. Roof	\$44,726.00	Install 50 mil Durotuff PVC membrane over entire roof	2 months		2-year contractor warranty 15-year NDL Manufacturer's Warranty
Bee Line Roofing					No response

Vendor selection & justification: (REQUIRED)
 Finding a local contractor who specializes in flat roof repairs and can supply the needed materials, availability and willingness to complete the work prior to the August 19th Flyin is limited. Northwest Roofing & Construction has provided services to the Port in the past within budget and provides a high-quality, warranted product.

QUOTE #	1259
QUOTE DATE	04/28/2023



BILL TO

Matt Port of Astoria
 422 gateway bldg. FBO Building
 Astoria, OR
 jtadei@portofastoria.com
 503-791-2251

Northwest Roofing & Construction LLC

(503) 468-0117
 3360 Franklin Ave
 Astoria, OR 97103
 OR CCB # 219623 WA # NORTHRL821DM
 info@northwestroofllc.com

DESCRIPTION	AMOUNT
Over the top application Remove edge metal Install separation sheet Install IB 60 mil Gray single ply mechanically fastened and hot air welded seams. Install 2 retro fit drains Install weldable cad to entire roof edge. Clean up and removal of all job related debris. 10 year labor warrantee 20 year membrane warrantee Remove cedar siding around parapet edge Prep area out Install 30#felt Install metal 12" standing seam panels with hidden fasteners. Install ridge cap on hips 25 year Limited North American metal warranty Clean up and removal of all job related debris. Includes permit.	32,178.23

QUOTE TOTAL

\$32,178.23

TERMS & CONDITIONS

\$9,000.00 due upon acceptance of proposal, balance, Balance payment in full due upon receipt
 Any / All additional work will be covered under a separate bid. Homeowner / Business is always responsible for cost of materials used to perform work. Failure to pay for work done and materials provided may result in the filing of lein[s] against subject property.

Acceptance of proposal: the above prices, specifications and conditions are satisfactory as stated and are hereby accepted and agreed upon. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner / Authorized signature please sign here: _____



Airport FBO Building

Roof Repair Proposal

Airport FBO Building
1110 SE Flight Line Drive
Warrenton, OR 97146

Matt McGerath
Port of Astoria
422 Gateway Ave—Suite 100
Astoria, OR 97103



Prepared By:
Tom Shannon—360-214-6387 Cell

Date: May 17, 2023

Existing Conditions / Roof Sample

2

Airport FBO Building

1110 SE Flight Line Drive

Warrenton, OR 97146

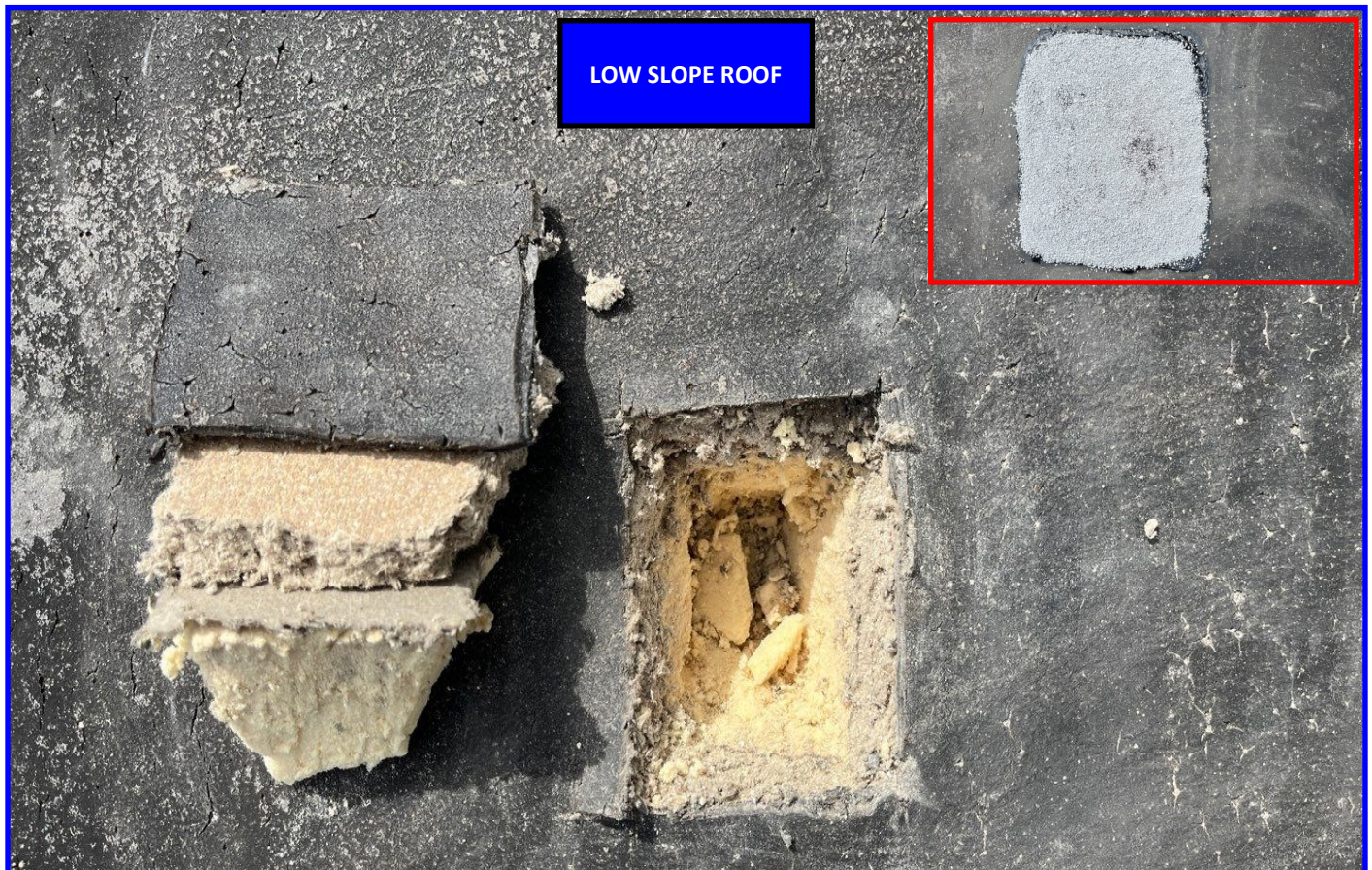
The existing roof assembly consists of the following: (From Top To Bottom)

Low Slope Roof Areas:

- 1-layer of APP Modified Roof Membrane (Torch Applied)
- 1-layer of 1/2" Perlite Insulation (Mechanically Attached)
- 1-layer of 2.6" Polyiso insulation (Mechanically Attached)
- Plywood Deck

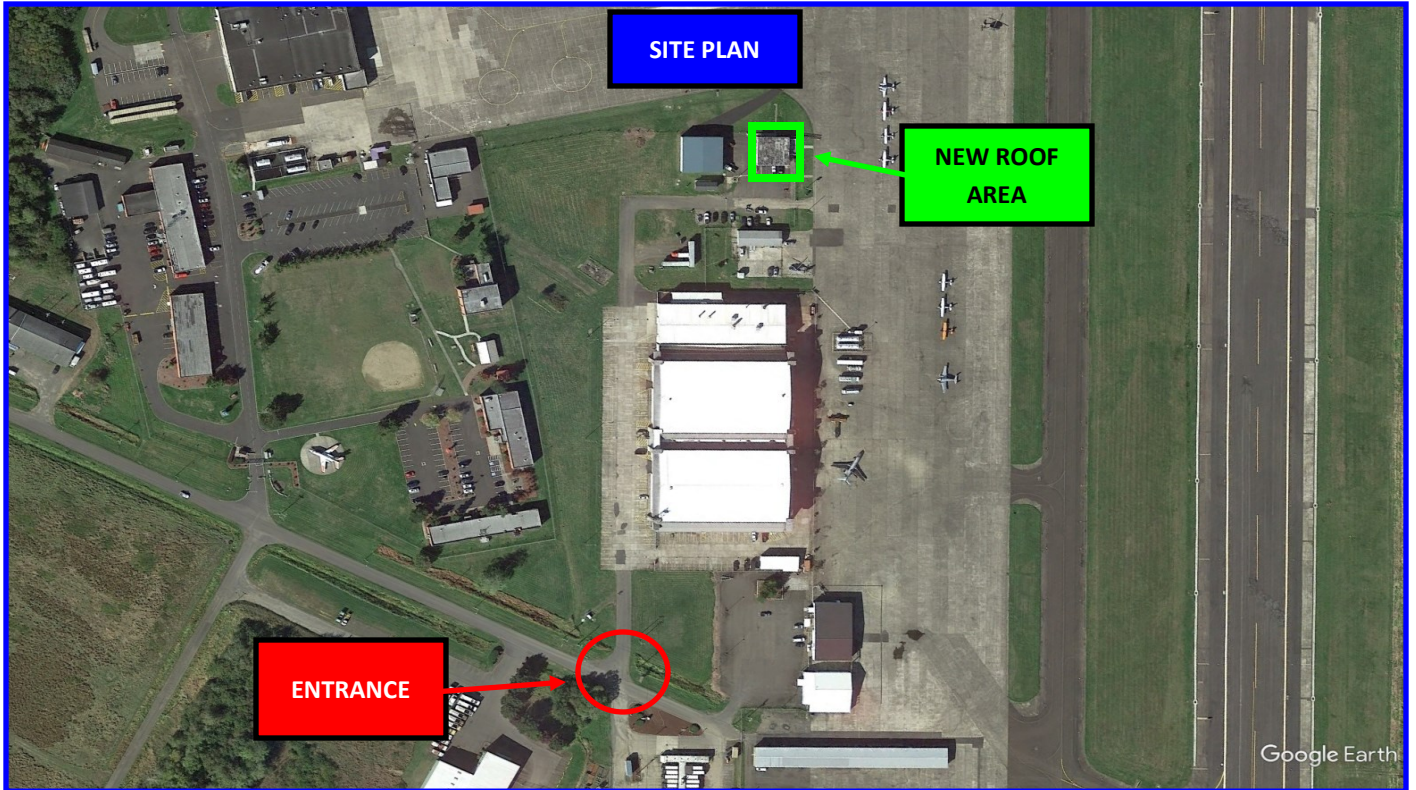
Steep Slope Roof Areas:

- Composition Shingles (Mechanically Attached)
- Unknown Underlayment (Mechanically Attached)
- Plywood Deck



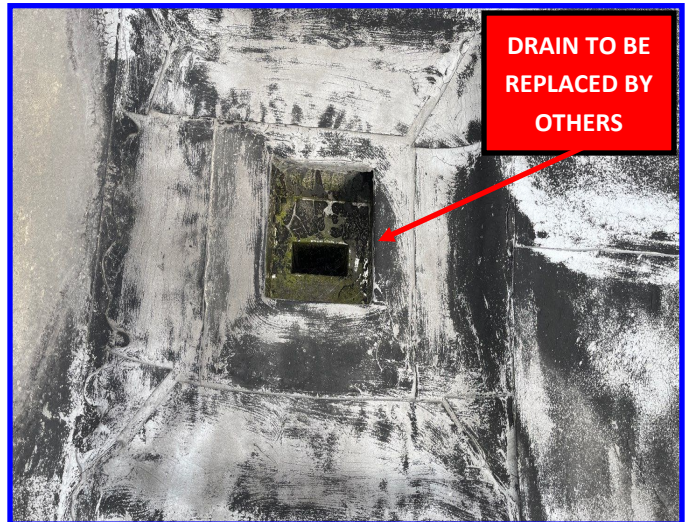
Site Plan / Roof Plan

Airport FBO Building
1110 SE Flight Line Drive
Warrenton, OR 97146



Photos

Airport FBO Building
1110 SE Flight Line Drive
Warrenton, OR 97146



Low Slope—Scope of Work

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Airport FBO Building

1110 SE Flight Line Drive

Warrenton, OR 97146

PVC Roof System—Scope of Work

- Remove the existing base and wall flashings, pipe, drain and scupper flashings, down to an acceptable substrate and dispose of legally off-site. **The existing field membrane will remain in place and will be prepared as required by the Manufacturer.**
- If damaged deck is suspected, we will remove the roof in that area, inspect the existing, insulation and replace any wet or damaged on a Time and Material Basis. We will obtain the Owners permission prior to any replacement.
- Remove the existing coping, edge flashings and counter flashing and dispose of.
- Mechanically attach 1-layer of 3/8" Fanfold over the left in place roof system.***
- Mechanically attach new Durolast 50 Mil Durotuff PVC single ply membrane over the new coverboard.
- Adhere new Durolast 50 Mil Durotuff PVC single ply membrane over all of the base and wall flashing areas.
- Install new PVC pipe boots at each pipe penetration.
- **The existing box drains should be replaced with Zurn type cast iron drain assemblies including a clamping ring and drain screen. This would will need to be performed by a plumbing contractor and the cost is NOT included in our proposal.**
- Roofing Permit to be purchased and paid for by the Owner.
- Issue a 2-year Contractor Warranty and a 15-year NDL Manufacturer's Warranty.

Steep Slope—Scope of Work

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Airport FBO Building

1110 SE Flight Line Drive
Warrenton, OR 97146

Metal Roof Panels—Scope of Work

- Remove the existing shingle roof system down to an acceptable substrate and dispose of legally off-site.
- Inspect the wood deck and replace any wet or damaged plywood on a Time and Material Basis. We will obtain the Owners permission prior to any replacement.
- Install 1-layer of Taylor Metals, High Temperature Ice and Water shield underlayment over the entire roof area.
- Mechanically new Taylor Metals metal flashing at the eaves (Grip Eave). (Standard colors only).
- Mechanically attach new Taylor Metals 24 GA 12" Easy-Lock metal roof panels over the new HT SAM underlayment. This is a hidden fastener system. (Color to be selected by the Owner).
- Install new ridge cap.
- Roofing Permit to be purchased by Dr Roof and paid for by the Owner **if required**.
- Issue a 2-Year Contractor Warranty and a **20-year Manufacturer's Finish Warranty**.



FEATURES & BENEFITS

- 12" and 16" coverage options
- 26, 24 and 22 gauge Tru-Gauge™
- Factory-notched panels available
- Vertical interlocking application: allows installation from both directions starting at any location
- Patented no-siphon lock seam
- 1" vertical rib with 3/8" flat top for ease of flashing attachment
- Concealed fasteners: fasteners cannot leak
- Pre-slotted fastener flange: allows expansion/contraction of panel
- UL 580 Class 90 Wind Uplift rated
- UL 790 Class A Fire rated & UL 2218 Impact (hail) 4 rated
- 3:12 minimum pitch recommended (for lower pitches, please inquire)
- Standard panel lengths 4' to 35' – not notched
Standard panel lengths 1' to 35' – notched
(for longer panels, please inquire)
- Panel options: Striations, Accent Ribs, Flat Pan



Pricing / Alternates / Unit Costs

7

Airport FBO Building

1110 SE Flight Line Drive
Warrenton, OR 97146

Roof Replacement Scope of Work: Both Low and Steep Slope Roof Areas

Durolast PVC membrane and Taylor Metals Standing Seam roof system.

Base Bid: \$44,726.00***

*****Base Bid includes PRIVATE wages—if project is Prevailing wage add: \$5,979.00**

Alternate Add #1

Install new K-5 Style gutters and downspouts.

Alternate Add #1: \$2,738.00***

*****Alternate Add includes PRIVATE wages—if project is Prevailing wage add: \$333.00**

Qualifications:

- Quote is Valid Through 6/30/23—**No price escalation or protection.**
- We may require a Hazardous Material report or Good Faith Letter.
- **If damage decking / substrate is discovered we will replace the damage wood on a Time and Material Basis. It is the Owners responsibility to either approve Dr Roof to replace or provide alternative replacement in a timely manner and in sufficient time for the area to be brought into a watertight condition before the end of the work day.**
- **Our proposal does not include any guarantee, for or against, or provide for proper ventilation which, without, could lead to condensation. In addition, we do not assume any design liability in these areas. Condensation and associated damage is not covered by either the Contractor or Manufacturer's warranties.**

Exclusions:

- All Wood Work unless listed.
- Interior work of any kind including cleaning and protection
- Installation over buried components on the deck surface
- Hazardous Material testing and abatement, Demolition other than listed
- Electrical, Plumbing and Mechanical work
- Correction of roof slope or ponding water conditions
- Shop and As-Built Drawings
- Permits, Bonds, Code Compliance and Upgrades
- Fume Mitigation, Dust Control, Water reclamation
- Unforeseen Conditions

REQUEST FOR EXPENDITURE

RE# 0147

SECTION A	Date:	05/31/2023	Department:	Waterfront West
	Staff Contact:	Matt McGrath	Vendor (if determined):	Gravity Consulting & Advanced Remediation Technologies
	Description of Product or Service being requested:	Central Waterfront Sediment Sampling		
	Purpose of Product or Service being requested:	Recharacterization of sediments for the Central Waterfront District; additional sampling needed to recharacterize Slip 1 for potential in-water dredging.		
Cost Estimate:	\$85,127.96			
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)		\$ <input type="text"/>	
	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
710-00				
FY 2022-2023 Budget for the Account being reduced	\$ 3,959,368	\$ 2,018,605		
Amount Spent Year-to-Date for this Account	\$ 2,022,583	\$ 1,594,678		
Amount Available to Spend for this Account	\$ 1,936,785	\$ 423,927		
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)				
6/6/2023				
SECTION E	Signature of Department Head		Signature of Operations Manager	
	Date		Date	
	6-2-23		6-2-23	
	Signature of Finance Manager		Signature of Executive Director	
Date		Date		
		(required if cost is unbudgeted, or > \$5,000 budgeted)		

(over for Quotation Analysis)

Project: Central Waterfront Sediment Sampling

Project Manager: Matt McGrath

Quotes obtained by: N/A

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
Gravity Consulting	\$24,874.50	Collecting sediment vibracore samples. Costs include labor, equipment, travel and expenses.	Work was completed between 5/22 and 5/26.	Dredge sediments sampling; contractor has expertise and equipment to ensure high-quality samples for lab analysis.	
Advanced Remediation Technologies	\$7,481.46	Collecting sediment vibracore samples. Costs include labor, equipment, travel and expenses.	Work was completed between 5/23 and 5/26.	Dredge sediments sampling; contractor has expertise and equipment to ensure high-quality samples for lab analysis.	
ALS Environmental	\$52,772.00	Analytical services for sediment samples.		ALS specializes lab analysis.	31 total samples required due to contamination in Slip 1. Each sampling area may not exceed 5,000 sq ft in Slip 1 (over 250,000 sq ft)

Vendor selection & justification: (REQUIRED) Work selected as contractor has sampled at Port of Astoria CWD previously and has established relationship with Port environmental engineer, Advanced Remediation Technology. Contractor has highly specialized equipment and expertise necessary for quality sampling results for Central Waterfront sediments. 31 total samples needed in this sampling event due to contamination of sediments in Slip 1. If log exports from Pier 1 are commencing this summer, this sampling work must be completed prior to dredging Pier 1 West in the upcoming work window.



INVOICE

32617 SE 44th ST
 Fall City, WA 98024
 Phone: (425) 281-1471

Invoice #	Date
23083	5/31/2023

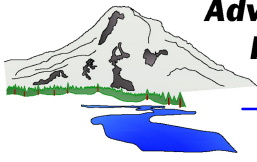
Client:
 Lance Downs
 Advanced Remediation Technologies

Start	End
5/22/2023	5/26/2023

Project: Sediment Vibracorer Sampling Port of Astoria

This invoice is for costs to collect sediment vibracore samples in Astoria, WA. Costs include labor, equipment, travel and expenses for 22 cores to 15ft, one to 18ft and 12 grabs.

DESCRIPTION	UNIT TYPE	QTY	UNIT PRICE	AMOUNT
Task 1. Planning & Reporting				
Senior Scientist	hour	3	115.00	345.00
			Subtotal	\$345.00
Task 2. Field Work				
Labor				
Captain	Day	4	1,000.00	4,000.00
Scientist/Deck Crew	Day	4	1,000.00	4,000.00
Overtime Hourly Rate (Per Person)	hr	8	105.00	840.00
Vessel				
RV Tieton - 34' Landing Craft	day	4	950.00	3,800.00
Equipment				
RIC 5500 Vibracorer	Day	3	600.00	1,800.00
Power Grab XL	Day	1	175.00	175.00
Trimble 461 GPS & Hypack Software	Day	4	115.00	460.00
Expenses				
Vessel Fuel	day	4	80.00	320.00
Per Diem (each person)	Day	8	229.00	1,832.00
Consumables				
Coring Tube & Liner	ft	365	8.50	3,102.50
Coring Fingers & Supplies	Day	4	150.00	600.00
Mobilization & Demobilization				
Mob/Demob	Lump Sum	1	3,600.00	3,600.00
			Subtotal	\$24,874.50
<i>Thank you for your business!</i>			Total	\$24,874.50



**Advanced
Remediation
Technologies, Inc**

690 NW 1ST AVENUE, SUITE 109
CANBY, OREGON 97013
(503)-266-2122

Invoice

Phone #	DATE	INVOICE #
503-266-2122	5/31/2023	2453

BILL TO
Port of Astoria 422 Gateway, Suite 100 Astoria, OR 97103 Attn; Mr. Matt McGrath

CCB No. 136869

TERMS	PROJECT	JOB NUMBER	P.O. NUMBER
Net 30	Pier 1 2 3 Consultation	OR0203-002.001	Pier 1,2,3

ITEM	DESCRIPTION	QTY	RATE	SERVICED	AMOUNT
Sr. Proj Engr/Sr Geo...	Revision to SAP per PEST comments	2	175.00	5/8/2023	350.00
Sr. Proj Engr/Sr Geo...	Pre-Sampling conf call with USACE PSET	1	175.00	5/15/2023	175.00
Sr. Proj Engr/Sr Geo...	Prep for sampling	2	175.00	5/19/2023	350.00
Sr. Proj Engr/Sr Geo...	Sediment sampling and sample processing	8	175.00	5/23/2023	1,400.00
Sr. Proj Engr/Sr Geo...	Sediment sampling and sample processing	8	175.00	5/24/2023	1,400.00
Sr. Proj Engr/Sr Geo...	Sediment sampling and sample processing	8	175.00	5/25/2023	1,400.00
Sr. Proj Engr/Sr Geo...	Sediment sampling and sample processing	8	175.00	5/26/2023	1,400.00
	Sediment sampling, lodging at Comfort Suites		737.52	5/26/2023	737.52
	Sediment sampling supplies		268.94	5/23/2023	268.94

	Payments/Credits	\$0.00
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Statements are due within 30 days after the invoice date printed on the statement. A monthly fee equal to 18.5 percent per annum, commencing on the due date, will be charged on all amounts not paid within 30 days after the invoice date.

Total	\$7,481.46
Balance Due	\$7,481.46



ALS Environmental
 1317 South 13th Avenue
 Kelso, WA 98626
 Ph. +1 360 577 7222
 Fax +1 360 636 1068

Quote No.: 53698
 Quote Name: Port of Astoria - CWD
 Attention: Lance Downs
 Company: Advanced Remediation Technology
 Address: 690 NW 1st Ave.
 Suite 109
 Canby, OR 97013
 Ph. 503 266 2122
 Fax (503)266 4724
 Email: advremtech@canby.com

Project: Port of Astoria
 Project Chemist: Howard Holmes(howard.holmes@alsglobal.com)
 Sales Representative: Howard Boorse(Howard.Boorse@alsglobal.com)

Date Revised: 06/01/2023

Expires on: 12/31/23

Project Notes:

Analytical Services

Sediment

Test Description	QTY	TAT ¹	Unit Price	TAT Surcharge	Adj Unit Price	Extended Price	Test Comments
Total Solids, Modified for Solids [Residue, Total (Gravimetric, Dried at 103-105 Deg C)] - 160.3 Modified	1	6 Weeks	\$12.00	0%	\$12.00	\$12.00	
Total Organic Carbon - 9060	1	6 Weeks	\$65.00	0%	\$65.00	\$65.00	
Butyltins - ALS SOP	1	6 Weeks	\$350.00	0%	\$350.00	\$350.00	
Organochlorine Pesticides by GC/MS/MS - ALS SOP	1	6 Weeks	\$350.00	0%	\$350.00	\$350.00	
Archive at -20 Degrees Celcius - Archive	1	6 Weeks	\$60.00	0%	\$60.00	\$60.00	\$60/6 months
Total Sulfides - PSEP Sulfide	1	6 Weeks	\$125.00	0%	\$125.00	\$125.00	
Ammonia_Plumb - 350.1M	1	6 Weeks	\$55.00	0%	\$55.00	\$55.00	
Atterberg Limits - ASTM D4318	1	6 Weeks	\$125.00	0%	\$125.00	\$125.00	
Grain Size-Condensed Breakout - PSEP PS	1	6 Weeks	\$150.00	0%	\$150.00	\$150.00	
PCBs - Low Level - 8082A	1	6 Weeks	\$125.00	0%	\$125.00	\$125.00	9 aroclors
Semivolatiles - Low Level - 8270D	1	6 Weeks	\$325.00	0%	\$325.00	\$325.00	
Total Metals - 6020A, 7471B	1	6 Weeks	\$180.00	0%	\$180.00	\$180.00	Sb,As,Cd,Cr,Cu,Pb,Ni,Se,Ag,Zn, Hg

¹ Turn around time: Values ending in '-B' are measured in business days and values ending in '-C' are measured in calendar days.

Other Services and Supplies

Description	QTY	Unit Price	Unit Percent	Tax Rate	Extended Price
Sustainability Fee -Cost per work order/SDG/CoC	1	50.00	NA	NA	50.00



right solutions.
right partner.

ALS Environmental
1317 South 13th Avenue
Kelso, WA 98626
Ph. +1 360 577 7222
Fax +1 360 636 1068

Quote No.: 53698
Quote Name: Port of Astoria - CWD

Attention: Lance Downs
Company: Advanced Remediation Technology
Address: 690 NW 1st Ave.
Suite 109
Canby, OR 97013
Ph. 503 266 2122
Fax (503)266 4724
Email: advremtech@canby.com

Deliverables: Tier II
Quality Assurance Plan: LAB QAP
Data Qualifiers: Lab Standard
EDD: Yes

Subtotals	
Analytical Services:	\$1,922.00
Other Charges:	\$50.00
Applicable Tax:	\$0.00
Total (USD):	\$1,972.00

LAB will use its best efforts to arrange for the shipment of specially prepared sample bottles, sampling instructions per Client instruction by the readily available, least cost ground shipping method. Costs for expedited delivery to meet Client's need will be at Client's expense.

By submitting samples to ALS relating to this quote, you are accepting ALS terms and conditions.

If this quote number is not referenced on the Chain of Custody, pricing will default to pricing from ALS standard price list.

ALS Environmental | Terms and Conditions

1. GENERAL

- (a) These Terms and Conditions encompass the mutual promises and covenants that shall act as the basis of the agreement (“Agreement”) of the parties between ALS Group USA, Corp. dba ALS Environmental (hereinafter referred to as “LAB”) and CLIENT. CLIENT and Lab may be referred to in their individual capacity as “Party” or collectively as “Parties.” Upon the placement of an order for analysis from the CLIENT, CLIENT represents that its placement of an Order for analysis of Sample(s) constitutes acceptance of the terms and conditions as delineated in this Agreement.

2. PROVISION OF SERVICES

- (a) LAB will provide the services described in the accompanying work order/purchase order (“Services”). Where applicable, LAB will use analytical methodologies which are in substantial conformity with certified and/or other recognized applicable methodologies, exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances. LAB reserves the right to deviate from these methodologies, if necessary or appropriate, due to the nature or composition of the sample or otherwise, based on the reasonable judgment of LAB. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or LAB’s standard operating procedures.
- (b) CLIENT acknowledges that it is its sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in LAB’s standard testing methodology, the LAB Report and its contents. LAB is in no way responsible for analytical method choice. If CLIENT requires the Services to be performed by a specific test method or requires detection limits and/or confidence intervals different to those inherent in LAB’s standard testing methodology, then CLIENT must instruct LAB of such a variation prior to LAB performing the Services.
- (c) Any report, findings, results, statement, certification issued by LAB (“LAB Report”) is issued based on testing of samples or materials, information, or documents provided by, or on behalf of, CLIENT. CLIENT will indemnify and hold harmless LAB, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any LAB Report arising from unclear,

erroneous, incomplete, misleading or false information provided to LAB by, or on behalf of, CLIENT or arising from any incorrect or defective materials or samples provided to LAB by, or on behalf of, CLIENT.

- (d) LAB reserves the right to refuse acceptance of delivery of any sample(s) or to revoke acceptance of delivery of any sample(s) which in the sole judgement of LAB is of unsuitable volume, may pose a risk in handling, transporting or processing for any health, safety, environmental or other reason due to the potential presence of any hazardous substance which may or may not be disclosed to LAB, or has been delivered to LAB more than seventy-two (72) hours after sampling or after half of the recommended holding time for the analysis has lapsed. Prior to LAB’s acceptance of any sample or revocation of acceptance, the risk of loss of or damage to such sample remains with CLIENT. Samples are accepted by LAB when receipt is hereby acknowledged on chain of custody documentation. In no event will LAB have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from LAB’s premises.

3. FEES AND PAYMENT TERMS

- (a) Payment terms are 30 days from the date of invoice (“Due Date”). Any variance from the standard payment terms must be agreed to separately in writing by both parties.
- (b) All prices quoted by LAB are exclusive of sales, use or other taxes, unless stated otherwise.
- (c) All fees due and payable after the Due Date (“Outstanding Amount”) will be subject to the payment of interest at a rate of 1.5% per month of the Outstanding Amount from the Due Date up to and including the date of payment, subject to a minimum of \$150.00 per invoice.
- (d) All fees are charged or billed directly to CLIENT. The billing of a third party will not be accepted without third party credit approval by LAB. If changes are made after the originally requested testing is initiated or has been completed, CLIENT must accept payment responsibility for the work completed.
- (e) Requests for expedited service will incur additional costs and is offered contingent upon availability and pre-arrangement with LAB.
- (f) LAB reserves the right to annually review its prices for the

Services it provides, subject to indexation indicated by the percentage increase or decrease in the Consumer Price Index during the previous year. LAB shall give the CLIENT not less than 30 days prior notice in writing of the pricing changes.

4. CLIENTS OBLIGATIONS

- (a) Where applicable, CLIENT will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by LAB to perform the Services, are available when reasonably required by LAB.
- (b) CLIENT will give written notice to LAB of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to LAB (including whether or not the disposal of samples may cause contamination) or CLIENT's facilities or infrastructure in which LAB is partly or wholly performing the Services. LAB may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- (c) Where applicable, CLIENT must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by LAB.

5. INDEMNIFICATION AND LIABILITY

- (a) To the full extent permitted by law, LAB excludes all warranties, terms, conditions or undertakings ("Terms"), whether expressed or implied, in relation to the Services, LAB report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included.
- (b) CLIENT hereby releases and indemnifies and shall continue to release and indemnify LAB, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including consequential loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any LAB report, except to the extent that the loss, death, personal injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of the LAB or its employees, agents and representatives.
- (c) **Limitation of Liability.** Despite any other clause in this Agreement, the aggregate liability of LAB to CLIENT arising out of or in connection with LAB's performance of this Agreement whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the value of the Services provided.

The limitation of liability does not apply to the liability of LAB:

- i. for breach of intellectual property rights or moral rights;

- ii. for a claim of personal injury or death;
- iii. for a breach of the confidentiality provisions herein;
- iv. for any loss or damage to real or personal property whatsoever which arises under or in connection with the provision of the Services, which will instead be limited to \$5,000,000 in aggregate.
- v. for a claim which cannot be limited at law.

- (d) Neither party will be liable to the other for any indirect loss whatsoever, including any consequential loss, loss of profits or revenue, economic loss, foregone business opportunities, business interruption or any losses not reasonably foreseeable by either party at the time of entering into this Agreement;
- (e) Each obligation under this clause and any other indemnity in this Agreement is a continuing obligation separate and independent from the LAB's other obligations and survives the termination or expiry of this Agreement.

6. INTELLECTUAL PROPERTY

- (a) All LAB IP will remain the property of LAB. LAB grants to CLIENT a world-wide, non-exclusive, royalty free license to use LAB IP for the purpose agreed to between CLIENT and LAB to the extent that it is needed for the enjoyment and benefit of the Services. CLIENT shall obtain no right, title or interest therein except as expressly provided. LAB at all times retains the right to use any general "know how", techniques, ideas, concepts, algorithms or other knowledge acquired or developed during the performance of this Agreement.

7. CONFIDENTIAL INFORMATION

- (a) Neither LAB nor CLIENT will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. LAB and CLIENT will only use Confidential Information of the other party for the purpose of the supply of the Services.
- (b) CLIENT shall own all LAB Report information, subject to the provisions contained herein, generated by LAB in the conduct of Services and have the right to use data on any report without payment of additional compensation to LAB for same, except as specifically provided herein. CLIENT shall not use LAB's name or trademark in any marketing material, reporting materials, press releases or in any other manner whatsoever and shall not attribute to LAB any tests result, tolerance or specification derived from LAB's data without LAB's prior written consent.

8. MISCELLANEOUS

- (a) **Savings Clause.** Although it is expressly understood and agreed that Parties consider the provisions contained in this Agreement to be reasonable, if any provision contained in this Agreement is found by any court of competent jurisdiction to be invalid or unreasonable for any reason, then the provisions herein contained shall nevertheless remain effective, but shall be deemed amended as may be considered to be reasonable by such

court, and as so amended, shall be enforced. Further, each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

- (b) **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Texas, without regard for the provisions thereof regarding choice of laws. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the county or district court located in Harris County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have in bringing of any such action or proceeding with respect to this agreement in any jurisdiction set forth above.
- (c) **Attorneys' Fees and Costs.** If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs and expenses.
- (d) **Remedies Cumulative.** No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy to any party, but shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or deem expedient.
- (e) **Independent Contractors.** In the performance of all obligations hereunder, Parties are independent contractors and the relationship between them will not constitute a partnership, joint venture or agency. Neither Party has any authority to make statements, representations or commitments of any kind on behalf of the other Party, or to take any binding action on behalf of the other Party without the prior written consent of such Party. Neither party will withhold or in any way be responsible for the payment of any federal, state or local income or occupational tax, FICA taxes, unemployment compensation, workers compensation contribution, or any other payments for or on behalf of the other Party or any person on the payroll of such Party.
- (f) **Entire Agreement.** This Agreement, including any and all exhibits, purchase orders and work orders attached hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, and none of the Parties will be bound by any conditions, definitions, understanding, warranties or representations other than as expressly stated or referred to herein; provided however, that any existing confidentiality agreement concerning the Services between the Parties shall remain in full force and effect notwithstanding the Parties' execution of this Agreement. The Parties expressly agree that they have not relied on any statement, representation or promise, whether oral or written, that is not contained in this Agreement. Parties further agree that each has had access to all facts underlying this Agreement and has relied upon its own reasonable judgment in deciding to enter this Agreement. This Agreement may not be

supplemented, altered, amended, modified or revoked except by written agreement signed by both Parties.

9. DEFINITIONS

- (b) **LAB** means ALS Group USA, Corp. dba ALS Environmental.
- (c) **LAB IP** means all intellectual property and proprietary rights (whether registered or unregistered) owned by LAB prior to performance of the Services, developed by LAB in performance of the Services, or developed by LAB outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.
- (d) **CLIENT** means the entity to which the accompanying tender, quotation, letter, proposal or email is addressed.
- (e) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
- (f) **Services** means the services described in the accompanying tender, quotation, letter, proposal or email.

Sample Name	Method	160.3 Modified, Total Solids	350.1 Modified, Ammonia	6020A, Total Metals	7471B, Mercury Hg	8082A, PCB LL	8270D, SVO LL	9060, TOC	ALS SOP, Butyltins	ALS SOP OC Pesticides MS	ASTM D4318 Atterberg Limits	PSEP Particle Size	PSEP Total Sulfide	Archive	Cost
052323POA1B-Comp		X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,972.00
052323POA1C-Comp		X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,972.00
052323POA1D-Comp		X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,972.00
052523POA2A-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2A-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2B-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2B-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2C-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2C-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2D-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2D-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2E-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA2E-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2F-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2F-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2G-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2G-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2H-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2H-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2I-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2I-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2J-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052423POA2J-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052323POA2K-Comp		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA3A-Comp-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA3A-Comp-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA3B-Comp-DP		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052523POA3B-Comp-PDS		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052323POA4A-Comp		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052323POA4B-Comp		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052323POA4C-Comp		X	X	X	X	X	X	X		X	X	X	X	X	\$1,622.00
052323POA1B-1-ARCH														X	\$60.00
052323POA1B-2-ARCH														X	\$60.00
052323POA1C-1-ARCH														X	\$60.00
052323POA1C-2-ARCH														X	\$60.00
052323POA1D-1-ARCH														X	\$60.00
052323POA1D-2-ARCH														X	\$60.00
052323POA2K-2-ARCH														X	\$60.00
052323POA2K-1-ARCH														X	\$60.00
052523POA3A-1-DP-ARCH														X	\$60.00
052523POA3A-1-PDS-ARCH														X	\$60.00
052523POA3A-2-DP-ARCH														X	\$60.00
052523POA3A-2-PDS-ARCH														X	\$60.00
052523POA3B-1-DP-ARCH														X	\$60.00
052523POA3B-1-PDS-ARCH														X	\$60.00
052523POA3B-2-DP-ARCH														X	\$60.00
052523POA3B-2-PDS-ARCH														X	\$60.00
052323POA4A-1-ARCH														X	\$60.00
052323POA4A-2-ARCH														X	\$60.00
052323POA4B-1-ARCH														X	\$60.00
052323POA4B-2-ARCH														X	\$60.00
052323POA4B-3-ARCH														X	\$60.00
052323POA4C-1-ARCH														X	\$60.00
052323POA4C-2-ARCH														X	\$60.00
052323POA4C-3-ARCH														X	\$60.00
Total:															\$52,772.00



Phone: (360) 904-6782
 Fax: (360) 254-1967
<https://AmericasPhoneGuys.com>

Proposal #: 36832

Date: 5/12/2023
Quote Valid Until: 6/30/2023
Order Type: New Proposal
Sales Representative: Caleb Cook
Sales Rep Email: caleb@americasphoneguys.com
Sales Rep Phone: (971) 500-1261

Contract Start: 7/1/2023
Contract Terms: 60 Months
Contract End: 7/1/2028

Customer Information

Company: Port of Astoria
Main TN: (503) 741-3300
Contact: Stacy
Phone: (503) 741-3300
Fax: (503) 741-3345
Email: Bandy

Billing Address
422 GATEWAY AVE ASTORIA, OR 97103-6038

Service Address
422 GATEWAY AVE ASTORIA, OR 97103-6038

Monthly Recurring Charges (MRC)

Qty	Product	Unit Price	Extended Price
17	IP Line	\$10.00	\$170.00
17	DID Number – UCaaS Additional	\$0.50	\$8.50
1	Virtual Telephone Number	\$5.00	\$5.00
12	E911 Service (per Number)	\$0.75	\$9.00
17	Managed Services	\$10.00	\$170.00
		Total:	\$362.50

Non-Recurring Charges (NRC)

Qty	Product	Unit Price	Extended Price
17	Yealink T54W Telephone Set	\$0.00	\$0.00
3	Yealink Power Supply	\$0.00	\$0.00
1	Miscellaneous Equipment Charge	\$0.00	\$0.00
1	Installation Charges	\$995.00	\$995.00
		Total:	\$995.00



Phone: (360) 904-6782
Fax: (360) 254-1967
https://AmericasPhoneGuys.com

Proposal #: 36832

Date: 5/12/2023
Quote Valid Until: 6/30/2023
Order Type: New Proposal
Sales Representative: Caleb Cook
Sales Rep Email: caleb@americasphoneguys.com
Sales Rep Phone: (971) 500-1261
Contract Start: 7/1/2023
Contract Terms: 60 Months
Contract End: 7/1/2028

Company: Port of Astoria
Main TN: (503) 741-3300
Contact: Stacy
Phone: (503) 741-3300
Fax: (503) 741-3345
Email: Bandy

Summary table with 2 columns: Item, Amount. Rows include Monthly Recurring Cost (\$362.50), Non-Recurring Cost (\$995.00), Universal Service Fund (\$122.18), Cost Recovery (\$122.18), and Total Due At Signing (\$1,601.85).

Notes
Misc. equipment is 1 wall mount.

Signer acknowledges that they have read and agree to America's Phone Guys Terms of Service and ALL Terms & Conditions incorporated by this reference. The signer also acknowledges that a monthly billing fee of \$15 applies to accounts not paid automatically by credit card or e-check. The fee is in addition to any late fees and surcharges for invoices not paid on time. Any declined charges require payment within our regular Net ten terms. The signer also acknowledges that they have read and agreed to the Emergency 911 Dialing Notice Terms of Service and Client Release. https://americasphoneguys.com/terms-of-service/

Network Connectivity - Depending on the endpoint connected, you will need stable internet locally and WiFi or data on a cellular phone. Should onsite network issues result in phones not ringing, your server online will still route your clients to voicemail and can be programmed to forward to a cell phone or send voicemail to email.

To accept this proposal, please return this document. If you have a separate equipment proposal, please send it along with any necessary deposits per the noted terms or discussion.

Signature:

Title:

Print Name:

Date:

Remote programming and support are free when scheduled between 8 am and 5 pm Monday through Friday. All on-site work is billable unless it concerns a warranty of equipment we have sold and installed. Should we be called on to support your local network, remote support after the first 1/2 hour is billable at current rates.

Warranty - 1-year parts and labor on installed phones sold by America's Phone Guys.



Instructions

- 1. Complete the form below by entering all billing related information in the blanks.
2. Print the form and sign with the signature on the line indicated.
3. Fax, or scan and email, the completed form and the photocopies to authorize payment.

America's Phone Guys ACH Authorization Form

I, _____, hereby authorize America's Phone Guys to charge my account for all setup and monthly subscription fees, plus any usage fees per the America's Phone Guys Terms of Services agreement.

Company Name: _____
Bank Routing Number: _____
Bank Account Number: _____
Billing Address
Street: _____
City: _____
State: _____
Zip Code: _____
Country (If not US): _____
Telephone: _____
Email Address: _____

Account Holder's Signature: _____ Date: _____

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