

Board of Commissioners

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

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Budget Adoption Hearing and Regular Session

June 14, 2022 @ 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 2022/2023**
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 – Regular Session 04/05/22 and Workshop Session 4/19/22 3
 - b. Financials – April 2022 13
 - c. Event Calendar – June 2022 22
11. ADVISORY:
 - a. Offshore Wind Energy – Lori Steel of the West Coast Seafood Processors Association . 23
12. ACTION
 - a. Approval of Contract with Maul Foster for AOC 4 25
 - b. Memorandum of Understanding – Astoria Crab & Fish, Co. 36
 - c. ILWU #50 Collective Bargaining Agreement 40
 - d. Consideration of Donation to Astoria Regatta 2022 68
 - e. Resolution 2022-05 Adopting the Supplemental Budget 2021-2022 71
 - f. Resolution 2022-06 Adopting the Budget 2022-2023 76

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

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

**MEETING MINUTES
APRIL 5, 2022**

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

Call to Order:

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

Roll Call:

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

Commissioner Campbell attended via teleconference; the call lost connection at 4:10 pm.

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

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

Special Guests: Executive Director of the Clatsop Community College Foundation Angee Hunt; Clatsop Community College Foundation Board Chair Cliff Fick; and Vice-Chair David Oser.

Also Attending: Astoria City Councilor Tom Brownson and Ethan Myers of *The Astorian*.

Commission Reports:

Commissioner McClaine had nothing to report.

Commissioner Rohne had nothing to report.

Commissioner Stevens reported on the following:

- Has received complaints from members of the Airport Advisory Committee (AAC) about the airport facility fee. There have been a lot of comments on social media directed at the airport and the Port regarding this topic.

Commissioner Campbell reported on the following:

- It was his understanding that the airport facility fee has not been implemented. The individual that came and complained the other day was extremely upset. He works for Mann's aircraft in Aurora.
- Commissioner Spence notes that it is on hold since he never signed the resolution; this topic can be put on the next agenda for discussion.
- Executive Director Isom adds that he and Deputy Director McGrath did meet with Commissioner Campbell and John Raichel, who is on the Airport Advisory Committee (AAC). At its core, the intent to introduce fees is a further effort to make the airside at the airport more sustainable. This reasoning has been driven by the Finance and Budget Committees. The Port is sensitive to the fact that if specific fees or types of fees are seen as unreasonable or if they could potentially limit the volume of activity, then that is a concern. This is similar to a discussion we had a couple of years ago regarding increasing the fuel price at the airport. If you charge too much, you could drive away traffic. Last year, the commission approved an increase in hangar rents which was the first increase since the 1990s. The reasoning for not increasing the rates had been that higher increases would mean more vacancy rates. The Port does not want to drive business away, but at the same time,

there is a need to make the business model more sustainable. With the development of the landside and the Airport Industrial Park (AIP) helping to solve some of the issues financially, we want to make sure that not all of the excess revenues on the landside go to subsidize the airside. For decades, the waterfront revenues have subsidized other businesses of the Port, such as the airport. As the AIP starts generating revenue, we must identify which parts of that revenue are going to stay on that landside for future improvements and what parts can be spent on the airside. After the meeting with Campbell and Raichl, staff was directed to develop an amended plan. The amended plan would then be reviewed before being presented to the commission. Deputy Director McGrath says that obviously, the Port doesn't want to be blacklisted, but this should be easy to solve. It's more of an application problem rather than the fees. We need to figure out the definitions and how the fees will be implemented.

- Commissioner Rhone comments that activities of the Port should be self-sustaining. The Port seeks grant money because they are not. If we're taking money from the waterfront to subsidize other areas, and the waterfront is falling into the water, we need to break that cycle. The Commission passed a resolution, and it's concerning that because some commissioners didn't like it, it was not implemented. Commissioner Spence states that this discussion will continue at the next meeting.

Commissioner Spence reported on the following:

- What a beautiful day it is, and it would only be better if the Caribbean Princess were docked here. The sunshine is indicative of where we are, "coming out of the dark ages." This is the first in-person Commission meeting since 2019; the Port has not had a cruise ship for two-and-a-half years and has lost millions of dollars. On the agenda, we have the Waterfront Master Plan approval; Spence would like to thank the City of Astoria for its support and funding. There will be an Airport Master Plan later this year, and the Boatyard Expansion study will be completed soon. This is the dawn of a new era, and we have an excellent Commission and management.

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 – 3/15/2022 Workshop Session
Commissioner Spence notes that for the minutes, on page five, the position of Spence on the CREST board is chairman, not president.
- Financials – February 2022
- Event Calendar – April 2022

Commissioner Rhone moved to approve the consent calendar as amended. Commissioner McClaine seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

Presentation:

8a. Clatsop Community College Foundation – David Oser

The Clatsop Community College Foundation Chairman, Cliff Fick, the Vice-Chair, David Oser, and Executive Director, Angie Hunt, present a PowerPoint presentation to the Commission. The Clatsop Community College Foundation is hosting a "Be Part of the Magic" fundraising event to raise funds for the foundation to support the Clatsop Community College (CCC) students. Traditionally the CCC foundation has offered scholarships primarily to transfer and Associate Degree-seeking students, but since the pandemic began, the CCC foundation has expanded its

focus. The CCC Foundation is also looking at how to partner with employers to connect students with employers. For the complete presentation, please see meeting audio.

- Commissioner Stevens comments that the Maritime Science program is wonderful, and he has personally benefited from taking courses.

Action Items:

9a. Astoria Waterfront Master Plan Approval

Executive Director Isom explains that the Astoria Waterfront Master Plan (AWMP) in partnership with the City of Astoria has been in process for the last eight months. The plan has gone through several different levels, beginning with establishing a project advisory committee. A draft AWMP was presented to the Commission at the last Commission meeting. Based on the discussion at the meeting, minor edits have been made to the plan, including cleaning up the language concerning the proposed restaurant on the waterfront and consistency in naming throughout the document. Tonight the Port is asking for adoption of the plan from the Commission. The AWMP will be on the agenda for adoption from the City of Astoria at the May 2nd meeting.

- Commissioner Rohne notes how well the collaboration has gone and thanks the City for their support and for funding this project. Rohne adds that having a third party facilitate discussions with all of the parties involved has brought clarity and created a practical roadmap for all to support and move forward with to advance our collective interests for the region.
- Commissioner Stevens asks if there was a response from Walker Macy to the questions concerning regulatory or Port security problems.
- Commissioner Spence adds that the joint cooperation with the City of Astoria has been outstanding. The statements have been ongoing that the City and Port are committed to implementing the AWMP. Initially, there will be a focus on low-hanging fruit and short-term projects. This is a monumental project to be implemented on behalf of the City and Port of Astoria.
- Commissioner Stevens asks, with regard to implementation, is there any leeway to deviate. For example, the orientation of a building or the style of the restaurant. Isom explains that priority number one is to focus on easy wins such as improving lighting and wayfinding and simplifying zoning in plan areas. This will allow The City and Port to better understand what can be built. Some areas may offer more leniency, while others will be more granular. Isom adds that before the city modifies zoning codes, the city will want to see the footprint for each site. The amount of flexibility with the code will be area and project-specific.

Commissioner Rohne moved to approve the Astoria Waterfront Master Plan. Commissioner McClaine seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

9b. Airport Grants – DBE Policy

Deputy Director McGrath explains that in September of 2018, the Port Commission adopted a Disadvantaged Business Enterprise (DBE) Program mandated by the Department of Transportation (DOT) code of federal regulations. To maintain the DBE program, it must be revisited to ensure the Port is in compliance with the Code of Federal Regulations (CFR). McGrath refers to the DBE policy on page 15 of the packet and explains that minor changes have been made to the policy, including updating the DBE Liaison Officer (DBELO) and removing *The Oregonian* regional newspaper from the distribution list. The Port is looking for approval from the Commission for the Executive Director to sign the DBE Policy. The document will then be sent to Precision Approach Engineering to submit to the Federal Aviation Administration (FAA) for approval.

Commissioner Stevens moved to approve the Policy Statement for Section 26.1, 26.23 Objectives/Policy Statement. Commissioner Rohne seconded. The motion carried unanimously 4-0 amongst the Commissioners present.

Public Comment for items not on the agenda:

There were no requests for public comment. Spence notes that he has instructed staff to continue offering Commission meetings in a hybrid format.

Executive Director Comments:

- The Caribbean Princess cruise ship, expected to arrive today, has canceled its visit. The next ship scheduled is The Koningsdam on April 8th. In years past, cancellations were sporadic and usually weather-based. Isom has spoken with Terminal and Customer Support Manager, Sue Transue, to work on developing a sliding scale of fees depending on the date of cancellation and the expected dockage fees. Currently, per the Port's tariff, the cancellation fee is \$250.00. There are a number of different entities that are affected when a cruise ship cancels. As we move forward, this issue needs to be addressed. Commissioner McClaine notes that Port security and Port maintenance departments spend a lot of time preparing the piers for these vessels. Those man hours should be included in the discussion about the cancellation fee.
- The Area of Concern (AOC) 4 consent judgment has been finalized and signed by the Port. This will be a long-term project. The Port will begin the permitting process and then move on to a request for qualifications process and the hiring of a project manager. The Port approved the consent judgment last year; it is now finalized after a period of public comment with the Department of Environmental Quality (DEQ), and signatures have been collected from all parties involved. Some funds have already been received from the responsible parties through the Port's attorney's office. DEQ is the custodian of the funds, but the funds can only be released by request of the Port. The Port has the funds to complete initial permitting and construction fully, and it will be the Port's responsibility to cover ongoing monitoring and maintenance.
- The hiring process is complete for the finance department; Rachel Johnson will begin on June 13th. Additionally, Chris Gibbs has been hired as a full-time airport attendant.
- ILWU negotiations continue for longshore represented employees. The next meeting is scheduled for April 21st. The Port is looking to have an agreement in place before the current agreement expires on June 30th.
- Budget preparation is in full swing. The first Budget Committee meeting will be on May 4th. There is still a vacancy on the Budget Committee. Materials from interested applicants must be received before the next Commission meeting.
- Isom has spoken with Accounting and Business Services Manager Melanie Howard, and there may be a need for a supplemental budget for FY 2021-2022. Revenues are trending at 114% of budget, and expenditures are at 104% of budget. Per budget law, a supplemental budget is required if there is an exceedance of expenses. Isom notes that the most significant driver is the price of fuel.
- The Astoria Rotary Club has requested that a Port representative give a five-minute overview at their lunch meeting on May 9th or May 23rd. Isom asks if a Commissioner is interested in attending one of these meetings.
- The Astoria-Warrenton Chamber of Commerce has requested a Port representative join the Chamber's breakfast on April 26th at 8 am for a roundtable talk and discussion.
- There is a Uniontown cleanup scheduled for May 21st at 9 am. The meeting location is to be determined.
- Senator Wyden is hosting a Clatsop County Townhall online via Facebook live on Tuesday, April 12th.

Upcoming Meeting Dates:

- Workshop Session – April 19, 2022 at 4:00 PM
- Regular Session – May 3, 2022 at 4:00 PM
- Budget Committee Meeting – May 4, 2022 at 1:00 PM

Adjourned:

Chairman Spence adjourned the meeting at 5:23 PM.

APPROVED:

Frank Spence, Board Chairman
Board of Commissioners

ATTEST:

Dirk Rohne, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

June 14, 2022
Date Approved by Commission

**MEETING MINUTES
APRIL 19, 2022**

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

PUBLIC HEARING

Call to Order:

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

Roll Call:

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

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

Port Counsel: Eileen Eakins attended remotely.

Special Guest: Melissa Busch, Democratic Candidate for Senate District 16

Also Attending: Astoria City Councilor Tom Brownson; Grant Writer Shane Jensen; Lori Beth Culp; Greg Morrill; and Ethan Myers of *The Astorian*

Presentation of CM/GC Method of Contracting

Port Counsel, Eileen Eakins, discusses the legal process of using the construction manager/general contractor (CM/GC) method of contracting for the Pier 2 West rehabilitation. Under the public contracting law, this method is considered an alternative form of public contracting. This form of contracting is used for large and complex projects. It is appealing because it allows a construction manager to be brought on early to represent the Port and facilitate aspects of the project such as the final design, timelines, goals, and advise Port staff on the technical aspects of the project that may be outside the scope of staff's expertise. It is considered an alternative form because it is a hybrid of a professional services contract and a construction contract. The initial step is to solicit for both of the contracts. Once a design is complete then the construction manager would facilitate bidding on the construction itself. The construction manager will handle the solicitations for other contractors. Eakins notes that this method of contracting is process heavy. The Port will declare an exemption from competitive bidding and post findings. The findings are a written justification for choosing the CM/GC method of contracting. The public hearing allows the public to discuss any questions with respect to the findings. The Commission will adopt the findings, adopt the exemption, and authorize the construction project to be awarded in the CM/GC method as opposed to the traditional design, bid, build method. Eakins asks the Commission for questions.

- Spence thanks Eakins and Grant Writer, Shane Jensen, for their work. Spence notes there are 14 statutory requirements addressed in the written findings.

- Eakins adds that another advantage to this approach is that after the initial consultation the contractor proposes a guaranteed maximum price (GMP). This shifts liability to the contractor and protects the Port from unexpected cost overruns.
- Rohne comments that this is a practicable approach to having a pragmatic solution should issues arise.
- Campbell asks if this parallels the design and build approach. Eakins explains that this approach is similar though different in that there is a construction manager component and the sequence of events differs. Eakins adds that the project would still go out for competitive bidding.
- Commissioner McClaine asks if the maritime environment has certain qualifications. Eakins answers that yes, the solicitation would include which specific qualifications are required for the project.

Call for Public Comment on CM/GC Method of Contracting

There were no requests for public comment.

Adjourned

Commissioner Spence adjourned the Public Hearing at 4:16 pm.

WORKSHOP SESSION

Call to Order

Chairman Spence called the Workshop Session to order at 4:16 pm, immediately following the adjournment of the Public Hearing.

Pledge of Allegiance

Changes/Additions to the Agenda

Commissioner Stevens asks to move up the Budget Committee Appointment to the next item of business. Commissioner Spence agrees and asks Commissioner Stevens to lead the discussion.

8c. Budget Committee

Commissioner Stevens refers to page 73 of the packet. Steve Kraske has submitted a resume that shows his qualifications for the Committee. Steve Kraske steps up to the podium and briefly introduces himself to the Commission. Commissioner McClaine notes that the term for the vacant Budget Committee position would expire on June 30, 2022. Commissioner Spence changes the term to expire on June 30, 2025.

Commissioner Stevens moved to appoint Steve Kraske to the Budget Committee. Commissioner Campbell seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Commissioner Spence addresses Walt Postlewait's reappointment. Spence notes that Postlewait has been a valuable member of the Budget Committee. Spence asks for a motion to accept Walt Postlewait's appointment for the term expiring on June 30, 2024.

Commissioner Campbell moved to appoint Walt Postlewait to the Budget Committee. Commissioner Stevens seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Public Comment

There were no requests for public comment.

Presentation: Democratic Candidate for Senate District 16 – Melissa Busch

Melissa Busch introduces herself and thanks the Commission for hosting her. Busch is here to learn about what projects the Port is working on and to see what opportunities are in the district. For the complete presentation please see meeting audio.

Action Items**8a. Approval of Mead & Hunt Contract**

Deputy Director McGrath refers to the Mead & Hunt airport planning contract information on page seven of the packet. This Airport Master Plan Update will put together the final details in regard to the scope of work and fee proposal for the Airport Master Plan. The Federal Aviation Administration (FAA) has reviewed the materials and approved the cost of \$486,717 to be eligible for federal participation. McGrath notes that this project will be primarily funded with grant dollars with the Port responsible for \$36,000. The project will begin at the beginning of the next fiscal year and will be completed in December of 2023. McGrath notes there will be a funding gap between June 2022 and October 2022. The Port is looking for approval from the Commission for the Executive Director to execute the contract with Mead & Hunt including the Wildlife Hazard Mitigation Plan.

- Commissioner Campbell asks if the basics of the design are from the FAA. McGrath answers that the FAA is a driver but the plan was designed by Mead and Hunt; their expertise is in designing master plans. Campbell inquires what the proper designation is for the Airport. McGrath answers that it is the Astoria Regional Airport.
- Executive Director Isom notes that this document is a requirement for the Port to be able to receive federal dollars.

Commissioner Rohne moved to approve the contract with Mead & Hunt in the amount of \$486,717 and to authorize the Executive Director to sign the contract. Commissioner Stevens seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

8b. Resolution 2022-03 Authorizing the CM/GC Form of Contracting

Commissioner Rohne notes that the Commission has heard several presentations on how vital Pier 2 is for the region. It is encouraging that the Port is moving forward with this process so that ultimately the Port doesn't lose a vital part of the seafood industry that serves a greater region. *Commissioner Campbell moved to approve Resolution 2022-03 A Resolution Adopting Findings of Fact, Declaring and Exemption from Competitive Bidding, and Authorizing the CM/GC Form of Contracting for the Pier 2 Reconstruction Project. Commissioner Rohne seconded. The roll call vote occurred as follows:*

Commissioner McClaine: Yes.

Commissioner Rohne: Yes.

Commissioner Stevens: Yes.

Commissioner Campbell: Yes.

Commissioner Spence: Yes.

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

Commission Comments:

Commissioner Campbell reported on the following:

- The call was lost at the last meeting when he attended via teleconference and he was not able to get back into the meeting.

Commissioner Stevens reported on the following:

- Attended an Airport Advisory Committee (AAC) meeting yesterday. Stevens will speak with the

AAC chairman to begin publishing an agenda and take minutes at each meeting.

Commissioner McClaine had nothing to report.

Commissioner Rohne had nothing to report.

Commissioner Spence reported on the following:

- The two Oregon senators met here in the Commission chambers with the United States Trade Representative (USTR).
- The approval of the Airport Master Plan is one more accomplishment for the Port. At the last meeting, the Astoria Waterfront Master Plan (AWMP) was approved and soon the Boatyard Feasibility Study will be complete. Spence congratulates staff for moving the Port in the right direction.
- The City of Astoria will approve the AWMP at their meeting on May 3rd.

Executive Director Comments:

- To echo Commissioner Spence the Port hosted the USTR for a meeting last week. The representative and senators toured Paul Kujala's fishing vessel before having a roundtable discussion concerning fisheries. It's exciting to host an event like this at the Port.
- Since the last meeting the Port has had two cruise ships visit. Isom thanks Terminal and Customer Support Manager Susan Transue and Cruise Marketing Director Bruce Conner as well as the volunteer Clatsop Cruise Hosts for making it all possible. The next cruise ship will be arriving on April 25th.
- Staff is wrapping up the budget for fiscal year 2022-23. The proposal will be ready for the Budget Committee next week and the first Budget Committee meeting is scheduled for May 4th.
- Negotiations with ILWU are ongoing. The next meeting will be this Thursday. The expectation is that a new agreement will be in place before the current agreement expires on June 30th.
- Commissioner Spence notes that the Port is still expecting 18 more cruise ships for the year. Spence congratulates Stacy Bandy for setting up the hybrid-style Commission meeting.
- Commissioner Stevens asks if Isom was able to speak to Senator Merkley when he was at the Port. Isom answers that he was able to briefly speak with the Senator.
- Commissioner Spence congratulates the hard work of the executive team while working through absences and illnesses with a skeleton crew.
- Campbell asks when Scoular will be open. McGrath answers that the plan is to be open at the end of July or August.

Upcoming Meeting Dates:

- Regular Session – May 3, 2022 at 4:00 PM
- Budget Committee Meeting – May 4, 2022 at 1 PM
- Workshop Session – May 17, 2022 at 4:00 PM

Adjourned:

Chairman Spence adjourned the meeting at 4:50 PM

APPROVED:

ATTEST:

Frank Spence, Board Chairman
Board of Commissioners

Dirk Rohne, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

June 14, 2022
Date Approved by Commission

DRAFT



APRIL 2022 FINANCIALS NARRATIVE

For July through April 2022, the Port is showing a \$947,333 operating gain. This operating gain is ahead of prior-year profits by \$734,160 and is \$720,653 ahead of budget projections. Operating revenue YTD is at 114% and operating expense is at roughly 100% of seasonally trended budget. Non-operating income is at 100% and non-operating expense is 100% of budget. Total net income YTD is \$409,972, which is \$717,916 ahead of budget expectations.

The budget surplus for dockage and rebilled expenses are \$77,145 and \$15,948 respectively. Gross revenues from cruise ships in April were \$163,779, close to budget expectations of \$171,537. Boatyard gross revenues are at roughly 160% of both prior-year and budget expectations. Gross Marina revenues year-to-date are at 110% of budget and 116% of the prior year.

Total gross fuel sales were at 158% of budget and 154% of the prior year, but it should be noted that a recent spike in the price of fuel was a largely contributing factor for the months of March and April.

Personnel services came in \$331,445 under budget while materials and services were \$345,672 over budget. Of the overage in materials and services, approximately \$305,500 can be attributed to fuel costs as a result of higher-than-expected fuel sales and increases in fuel prices.

Looking at non-operating totals, most revenues and expenses were reasonably close to budget expectations. Capital spending in April totaled \$32,194, of which that majority (\$16,115) was for the Boatyard Expansion Study.

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 2022	\$ 412,785	75,262	\$ 270,244	\$ 142,541	\$ 209,368	51,049	\$ 136,634	\$ 72,734
Jul - Apr 2021	\$ 232,084	59,881	\$ 147,689	\$ 84,395	\$ 122,147	45,933	\$ 75,469	\$ 46,678
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 2022	\$ 468,135	105,482	\$ 326,051	\$ 142,084	\$ 75,641	13,755	\$ 61,283	\$ 14,358
Jul - Apr 2021	\$ 334,202	94,809	\$ 170,178	\$ 164,024	\$ 70,681	16,958	\$ 53,677	\$ 17,004

Port of Astoria
Profit & Loss Actual vs. Budget
April 2022

	Actuals Jul 2021 - Apr 2022	Actuals Jul 2020 - Apr 2021	Budget Jul 2021 - Apr 2022	Budget Variance Through Apr	% of Budget Through Apr	Full '21-'22 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	981,585	885,585	904,440	77,145	109%	1,180,000
Lease & Rental Income	1,778,205	1,597,275	1,789,334	-11,129	99%	2,163,925
Rebilled Expenses	1,164,496	1,021,258	1,148,548	15,948	101%	1,499,380
Boat Haulout	480,203	304,297	300,199	180,004	160%	390,000
Marina Revenues	489,114	420,479	445,277	43,837	110%	626,480
Fuel Sales	1,165,929	759,114	736,391	429,538	158%	890,000
Ticket Revenues	5,235	5,640	6,203	-968	84%	8,500
Other Income	84,505	99,896	83,998	507	101%	100,800
Total Operating Revenues	6,149,271	5,093,543	5,414,390	734,881	114%	6,859,085
<u>Operating Expenses</u>						
Personnel Services	2,050,775	2,161,084	2,382,220	-331,445	86%	2,879,677
Materials and Services	3,151,162	2,719,287	2,805,490	345,672	112%	3,444,948
Total Operating Expenses	5,202,999	4,880,370	5,187,710	14,227	100%	6,324,625
Income from Operations	947,333	213,173	226,680	720,653	418%	534,460
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	829,948	802,922	810,129	19,819	102%	841,048
Timber Tax Revenues	83,258	100,365	83,258	0	100%	139,458
Other County Revenues	36,084	41,555	38,234	-2,150	94%	39,500
Grants*	2,023,293	783,029	2,023,293	0	100%	4,678,334
Interest Income	1,352	1,057	7,093	-5,741	19%	8,250
Total Non-Operating Revenues	2,975,147	1,728,929	2,962,007	13,140	100%	5,706,590
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	3,330,967	2,090,892	3,330,967	0	100%	6,881,192
Interest Expense	74,105	137,677	65,922	8,183	112%	95,000
Principal Expense	107,436	134,099	99,742	7,694	108%	220,000
Total Non-Operating Expenses	3,512,509	2,362,667	3,496,631	15,878	100%	7,196,192
Net Income (Loss)	409,972	-420,566	-307,944	717,916		-955,142

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

Port of Astoria

Balance Sheet

As of April 2022

April 30, 2022

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	389,290
Payroll Account #5344	24,658
Bornstein MMA #0004	63,303
Money Market #1259	262,365
Total Lewis & Clark Bank	739,617

Total Cash & Cash Equivalents 740,362

Accounts Receivable 1,198,181

Other Current Assets 1,525,868

Total Current Assets 3,464,412

Fixed Assets 34,408,861

Other Assets

Long-term Receivables 6,270,871

TOTAL ASSETS 44,144,144

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 229,679

Other Current Liabilities 946,044

Total Current Liabilities 1,175,723

Long Term Liabilities

Accrued Vacation Payable 137,170

Accrued Sick Leave 150,986

Notes Payable 13,991,007

Net Pension Liability 2,050,327

OPEB Liability 1,069,338

Pollution Remediation AOC 4 Liability 1,456,000

Less Current Portion LT Debt -361,076

Total Long Term Liabilities 18,493,752

Total Liabilities 19,669,475

Equity

Retained Earnings 24,064,698

Net Income 409,972

Total Equity 24,474,669

TOTAL LIABILITIES & EQUITY 44,144,144



Capital Projects
April 2022
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL SPENDING & GRANTS - AS BUDGETED			ACTUAL CAPITAL SPENDING & GRANTS			REMAINDER & PRIORITY	
Department	Accounting Reference #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 04/30/2022	Grants Received through 04/30/2022	Expenses through 04/30/2022 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority Level (1-10) 9=Completed 10=Removed
WFW	32	P2 West 30% Design	40,000		40,000	82,277	-	82,277	(42,277)	1
WFW	33	P2 West Final PS&E Documents; Permitting & Mitigation	250,000		250,000	-	-	-	250,000	1
Airport	04	Backfill and Site Prep Behind Overbay	30,000		30,000	6,058	-	6,058	23,942	2
Airport	05	Backfill and Site Prep Behind Recology	25,000		25,000	10,858	-	10,858	14,142	2
Airport	06	FBO Upgrades	15,000		15,000	26,137	-	26,137	(11,137)	2
WFE - Marinas	26	West Marina Dredging	482,500		482,500	389,623	-	389,623	92,877	2
Airport	07	Hangar Maintenance	50,000		50,000	-	-	-	50,000	3
WFE - Marinas	22	EMB Dredging - Sampling & Analysis	29,650		29,650	36,108	-	36,108	(6,458)	3
WFW	41	Waterfront Bathymetry	22,000		22,000	-	-	-	22,000	3
Airport	08	Industrial Park	250,000	225,000	25,000	680	-	680	24,320	4
Boatyard	14	Boatyard Feasibility Study	66,666	50,000	16,666	61,605	24,829	36,776	(20,110)	4
Administration	01	2021-22 IT Upgrades	10,000		10,000	-	-	-	10,000	5
Airport	03	Airport Master Plan	107,500	90,000	17,500	6,075	-	6,075	11,425	5
WFW	27	422 Gateway - siding, windows, interior upgrades	75,000		75,000	-	-	-	75,000	6
Airport	02	AIP 26 Apron Ph. 2	2,388,852	2,381,352	7,500	1,602,901	1,524,175	78,727	-	9
Airport	09	Overbay Building - windows, siding, exterior upgrades	20,000		20,000	9,695	-	9,695	10,305	9
Airport	11	Repair Fencing	7,500		7,500	6,200	-	6,200	1,300	9
Airport	13	Vegetation Management	42,500		42,500	43,300	-	43,300	(800)	9
Boatyard	15	Heat Pump for new shop	5,500		5,500	1,906	-	1,906	3,594	9
WFE - Marinas	23	Marina Piling Replacement (25)	95,000		95,000	134,171	-	134,171	(39,171)	9
WFW	30	Fender Pile Replacement (40) Pier 1 West, Pier 2 East, Pier 2 West	125,000		125,000	273,712	-	273,712	(148,712)	9
WFW	34	Pier 1 Building - paint	25,000		25,000	36,589	-	36,589	-	9
WFW	37	Seal Coat and Stripe Pier 1 Lot	12,500		12,500	26,834	-	26,834	-	9
WFW	39	Slip 1 Debris Removal	25,000		25,000	21,750	-	21,750	3,250	9
Airport	10	Rehab Tetrahedron	15,000		15,000	-	-	-	15,000	10
Airport	12	Taxiway/Ramp Striping; Closed Runway Marking; 12,000 LF	10,000		10,000	-	-	-	10,000	10
Boatyard	16	Refurbish Boatyard dually Forklift (new tower and hydraulic components)	20,000		20,000	-	-	-	20,000	10
Boatyard	17	Sandblasting Building	10,000		10,000	-	-	-	10,000	10
WFE	18	Central Waterfront Master Plan - Permitting and Design	12,500		12,500	59	-	59	12,441	10
WFE	19	Chinook Building Repairs (roof and interior)	5,000		5,000	-	-	-	5,000	10
WFE	20	Seal Coat and Stripe Chinook Lot	12,500		12,500	-	-	-	12,500	10
WFE - Marinas	21	Causeway Repairs	1,809,980	1,491,810	318,170	210,520	-	210,520	107,650	10
WFE - Marinas	24	Marina Truck	20,000		20,000	-	-	-	20,000	10
WFE - Marinas	25	T-Dock Power	150,000		150,000	-	-	-	150,000	10
WFW	28	AOC4	300,000	300,000	-	-	-	-	-	10
WFW	29	Central Waterfront Master Plan - Permitting and Design	12,500		12,500	-	-	-	12,500	10
WFW	31	Fire suppression/system upgrades - Pier 2	20,000		20,000	-	-	-	20,000	10
WFW	35	Pier 2 East - Repairs based on ODOT reports	50,000		50,000	-	-	-	50,000	10
WFW	36	Replace 200' storm water pipe	12,000		12,000	-	-	-	12,000	10
WFW	38	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth	201,544	140,172	61,372	-	-	-	61,372	10
WFW	40	Stormwater Upgrades / Maintenance	20,000		20,000	-	-	-	20,000	10
		Misc				343,909	430,826	(86,917)	-	
TOTALS			6,881,192	4,678,334	2,202,858	3,330,967	1,979,830	1,351,137	861,953	

Port of Astoria
Vouchers Paid -- Operating Acct

JB

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	04/07/2022	80907	Airside Solutions, Inc.		1,974.20 -OK
Bill Pmt -Check	04/07/2022	80908	ALS Environmental		870.00 -OK
Bill Pmt -Check	04/07/2022	80909	Art's Automotive		1,072.25 -OK
Bill Pmt -Check	04/07/2022	80910	AT&T	Acct # 019 295 1870 001	22.74 -OK
Bill Pmt -Check	04/07/2022	80911	Card Service Center		1,144.94 -OK
Bill Pmt -Check	04/07/2022	80912	Cartomation, Inc.	Invoice #50	1,618.00 -OK
Bill Pmt -Check	04/07/2022	80913	Charter Business - 0590	8787 14 001 0420590	39.99 -OK
Bill Pmt -Check	04/07/2022	80914	Charter Business - 5595	Acct # 8787 14 002 0105595	179.97 -OK
Bill Pmt -Check	04/07/2022	80915	Chinook Marine Repair, Inc.	Acct # 3940	371.99 -OK
Bill Pmt -Check	04/07/2022	80916	Cintas Corporation	10829	457.55 -OK
Bill Pmt -Check	04/07/2022	80917	City Lumber	Cust # 7259	571.61 -OK
Bill Pmt -Check	04/07/2022	80918	City of Astoria - Finance	Permit Application 119-22-000082-PW	110.00 -OK
Bill Pmt -Check	04/07/2022	80919	City of Astoria - utilities		706.51 -OK
Bill Pmt -Check	04/07/2022	80920	Clatsop County Lawn & Tractor	544212	168.55 -OK
Bill Pmt -Check	04/07/2022	80921	Clean Sweep Maintenance, Inc.		137.50 -OK
Bill Pmt -Check	04/07/2022	80922	Coastal Alarm Systems, Inc.	Mon-001	605.28 -OK
Bill Pmt -Check	04/07/2022	80923	Coastal Drain and Sewer LLC		297.00 -OK
Bill Pmt -Check	04/07/2022	80924	DEQ	Project # 117902-00	2,039.76 -OK
Bill Pmt -Check	04/07/2022	80925	EPIC Aviation, LLC - fuel	AST0770GP	1,000.00 -OK
Bill Pmt -Check	04/07/2022	80926	EPIC Aviation, LLC - fuel	AST0770GP	48,097.73 -OK
Bill Pmt -Check	04/07/2022	80927	Fastenal	ORAST0062	250.00 -OK
Bill Pmt -Check	04/07/2022	80928	Industrial Tire Service	Cust # 4512	4,949.05 -OK
Bill Pmt -Check	04/07/2022	80929	J P Plumbing Company, Inc.	Cust ID: AS75	129.00 -OK
Bill Pmt -Check	04/07/2022	80930	Jackson and Son Oil	Acct # 63045	300.00 -OK
Bill Pmt -Check	04/07/2022	80931	Jeff Hale Painting	422 Gateway	3,000.00 -OK
Bill Pmt -Check	04/07/2022	80932	Key Government Finance, Inc.	Acct # 581049019	50,633.33 -OK
Bill Pmt -Check	04/07/2022	80933	Landside Resources, Inc.	February 2022	1,275.00 -OK
Bill Pmt -Check	04/07/2022	80934	Lawson Products	Cust # 10075026	169.50 -OK
Bill Pmt -Check	04/07/2022	80935	Mascott Equipment Co, Inc		1,069.95 -OK
Bill Pmt -Check	04/07/2022	80936	Northwest Local Government Legal Advisors	March 2022	2,135.00 -OK
Bill Pmt -Check	04/07/2022	80937	NW Natural		1,152.53 -OK
Bill Pmt -Check	04/07/2022	80938	Pacific Power		2,301.09 -OK
Bill Pmt -Check	04/07/2022	80939	PacificSource Administrators	Employer ID: P00431	2,391.09 -OK
Bill Pmt -Check	04/07/2022	80940	Pape Machinery, Inc.	Cust # 101890	134.26 -OK
Bill Pmt -Check	04/07/2022	80941	PetroCard, Inc.	01-0004280	750.42 -OK
Bill Pmt -Check	04/07/2022	80942	Pro-Fresh LLC		1,154.75 -OK
Bill Pmt -Check	04/07/2022	80943	Sherwin-Williams	4251-5877-1	471.12 -OK
Bill Pmt -Check	04/07/2022	80944	Shred-It	Cust # 16971101	60.00 -OK
Bill Pmt -Check	04/07/2022	80945	Sierra Springs	928320221793628	39.90 -OK
Bill Pmt -Check	04/07/2022	80946	Solutions YES, LLC	Acct # PO03	189.51 -OK
Bill Pmt -Check	04/07/2022	80947	Special Touch Janitorial, Inc.	March 2022	3,490.00 -OK
Bill Pmt -Check	04/07/2022	80948	Spectrio, LLC	Acct # SPX755863	273.74 -OK
Bill Pmt -Check	04/07/2022	80949	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	52.97 -OK
Bill Pmt -Check	04/07/2022	80950	Staples Advantage		282.95 -OK
Bill Pmt -Check	04/07/2022	80951	Sunset Auto Parts	Cust # 6004	416.70 -OK
Bill Pmt -Check	04/07/2022	80952	Sweet Septic and Portable Service	March 2022	260.00 -OK
Bill Pmt -Check	04/07/2022	80953	VenTek International	Cust # PORTASTORIA	380.00 -OK
Bill Pmt -Check	04/07/2022	80954	Verizon Wireless #7705-1	270297705-00001	564.33 -OK
Bill Pmt -Check	04/07/2022	80955	Walter E. Nelson Co.	1629	583.99 -OK
Bill Pmt -Check	04/07/2022	80956	Warren L. Junes LTD		923.08 -OK
Bill Pmt -Check	04/07/2022	80957	Wells Electrical Contracting, Inc.		1,414.44 -OK
Total 102-02 - CCB Operating #1442					142,683.27
Total 102-00 - Cash					142,683.27
TOTAL					142,683.27

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04/28/22

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	04/28/2022	80958	A Coastal Lock & Key, LLC		115.00
Bill Pmt -Check	04/28/2022	80959	Advanced Remediation Technologies, Inc.		5,955.00 -OK
Bill Pmt -Check	04/28/2022	80960	Airside Solutions, Inc.		142.23 -OK
Bill Pmt -Check	04/28/2022	80961	America's Phone Guys		573.72
Bill Pmt -Check	04/28/2022	80962	Astoria Ford		23.49
Bill Pmt -Check	04/28/2022	80963	AT&T	Acct # 019 295 1870 001	22.29 -OK
Bill Pmt -Check	04/28/2022	80964	Campbell Environmental		2,595.00 -OK
Bill Pmt -Check	04/28/2022	80965	Capt Robert Stevens - Commissioner	Reimb for Commission Mtgs	250.00 -OK
Bill Pmt -Check	04/28/2022	80966	Card Service Center		4,014.03 -OK
Bill Pmt -Check	04/28/2022	80967	Carl Paronen (Retiree)	Reimb Medicare Supplement Plan	264.78
Bill Pmt -Check	04/28/2022	80968	CenturyLink	Acct # 497163267	101.19
Bill Pmt -Check	04/28/2022	80969	Charter Business - 0229	8787 14 680 0000229	2,110.64
Bill Pmt -Check	04/28/2022	80970	Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	04/28/2022	80971	Charter Business - 5595	Acct # 8787 14 002 0105595	179.97
Bill Pmt -Check	04/28/2022	80972	CHS Inc/Cenex	Cust # 195072	469.05
Bill Pmt -Check	04/28/2022	80973	City of Warrenton		2,755.91 -OK
Bill Pmt -Check	04/28/2022	80974	Daily Journal of Commerce	Acct # 10029290	65.34
Bill Pmt -Check	04/28/2022	80975	Del's OK Point S Tire	POR101	1,206.40
Bill Pmt -Check	04/28/2022	80976	Englund Marine (Boatyard)		47.30 -OK
Bill Pmt -Check	04/28/2022	80977	Englund Marine (Marina)		132.08 -OK
Bill Pmt -Check	04/28/2022	80978	Englund Marine (MX)		1,727.27 -OK
Bill Pmt -Check	04/28/2022	80979	EPIC Aviation, LLC - fuel	AST0770GP	43,611.01 -OK
Bill Pmt -Check	04/28/2022	80980	Fastenal	ORAST0062	455.35 -OK
Bill Pmt -Check	04/28/2022	80981	Frank Spence, Commissioner	Reimb - March & April 2022	150.00
Bill Pmt -Check	04/28/2022	80982	Haglund Kelley LLP		3,976.50
Bill Pmt -Check	04/28/2022	80983	HOFMANN ADC		1,000.00
Bill Pmt -Check	04/28/2022	80984	Home Depot	6035 3225 3191 4798	990.80 -OK
Bill Pmt -Check	04/28/2022	80985	iFocus Consulting, Inc.		5,375.00
Bill Pmt -Check	04/28/2022	80986	Industrial Tire Service	Cust # 4512	3,184.65
Bill Pmt -Check	04/28/2022	80987	J P Plumbing Company, Inc.	Cust ID: AS75	262.70
Bill Pmt -Check	04/28/2022	80988	J. Burk (A/P)	Reimb for mileage - April 2022	119.34
Bill Pmt -Check	04/28/2022	80989	Jordan Ramis PC	Client ID 43046	595.00 -OK
Bill Pmt -Check	04/28/2022	80990	Kiwi Glass, Inc.		675.00 -OK
Bill Pmt -Check	04/28/2022	80991	Landside Resources, Inc.	March 2022	1,650.00
Bill Pmt -Check	04/28/2022	80992	Larry Jones (Retiree)		529.56
Bill Pmt -Check	04/28/2022	80993	Lawson Products		169.17 -OK
Bill Pmt -Check	04/28/2022	80994	MarinaWare	Quarterly Software License - April, May & June 2022	450.00 -OK
Bill Pmt -Check	04/28/2022	80995	NATA	Safety Training	156.00
Bill Pmt -Check	04/28/2022	80996	Northwest Parking Equipment Co.	Semi-Annual Pay Station Servicing	1,200.00
Bill Pmt -Check	04/28/2022	80997	NW Natural		1,160.68 -OK
Bill Pmt -Check	04/28/2022	80998	Oregon Dept of Aviation	2022 Business License Fee	100.00
Bill Pmt -Check	04/28/2022	80999	Pacific Power		15,306.85 -OK
Bill Pmt -Check	04/28/2022	81000	PERS Health		794.34
Bill Pmt -Check	04/28/2022	81001	PetroCard, Inc.	01-0004280	1,187.17
Bill Pmt -Check	04/28/2022	81002	Platt Electric Supply (Rexel)	Acct #135946	272.67
Bill Pmt -Check	04/28/2022	81003	Portland Bolt & Manufacturing Co	Cust # 2938	2,307.12 -OK
Bill Pmt -Check	04/28/2022	81004	Quadient (postage)	X3391	104.85
Bill Pmt -Check	04/28/2022	81005	Recology Western Oregon		2,937.97
Bill Pmt -Check	04/28/2022	81006	S. Bruce Conner	April 2022	2,100.00
Bill Pmt -Check	04/28/2022	81007	Shane Jensen - Grant Writer	Grant Writing - March 2022	13,820.00 -OK
Bill Pmt -Check	04/28/2022	81008	Solutions YES, LLC	Acct # PO03	242.91
Bill Pmt -Check	04/28/2022	81009	Special Districts Health Premiums	Cust # 03-0016324	43,981.59
Bill Pmt -Check	04/28/2022	81010	Special Touch Janitorial, Inc.	April 2022	3,690.00 -OK
Bill Pmt -Check	04/28/2022	81011	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	04/28/2022	81012	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	131.18 -OK
Bill Pmt -Check	04/28/2022	81013	Standard Insurance Co.	Policy # 00 158620 0001	2,039.01
Bill Pmt -Check	04/28/2022	81014	Staples Advantage		146.23 -OK
Bill Pmt -Check	04/28/2022	81015	Trails End Recovery		1,834.13 -OK
Bill Pmt -Check	04/28/2022	81016	Walter E. Nelson Co.	Cust # 1629	585.35

Total 102-02 - CCB Operating #1442

180,187.81

Total 102-00 - Cash

180,187.81

TOTAL

180,187.81

JTC
-OK
4-28-22



3:43 PM

Port of Astoria
Vouchers Paid -- Operating Acct

05/19/22

Accrual Basis

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	05/19/2022	81017	A Coastal Lock & Key, LLC		40.00
Bill Pmt -Check	05/19/2022	81018	Advanced Remediation Technologies, Inc.		3,360.50
Bill Pmt -Check	05/19/2022	81019	AFLAC	VOID: BM482	
Bill Pmt -Check	05/19/2022	81020	Airside Solutions, Inc.		1,206.26
Bill Pmt -Check	05/19/2022	81021	America's Phone Guys		570.83
Bill Pmt -Check	05/19/2022	81022	Art's Automotive		330.03
Bill Pmt -Check	05/19/2022	81023	Aviation Laboratories	AS450	1,260.00
Bill Pmt -Check	05/19/2022	81024	Bayview Asphalt, Inc.	Cust # 119613	157.95
Bill Pmt -Check	05/19/2022	81025	Brendon Stock (A/P)	Reimb for TWIC Cards (x2)	250.50
Bill Pmt -Check	05/19/2022	81026	BST Associates	Boatyard Study	9,965.00
Bill Pmt -Check	05/19/2022	81027	Business Credit Reports, Inc.	Cust # 559359	56.00
Bill Pmt -Check	05/19/2022	81028	Campbell Environmental		2,235.00
Bill Pmt -Check	05/19/2022	81029	Cartomation, Inc.	Invoice #51	1,704.00
Bill Pmt -Check	05/19/2022	81030	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	05/19/2022	81031	Cintas Corporation	10829	552.86
Bill Pmt -Check	05/19/2022	81032	City Lumber	Cust # 7259	631.72
Bill Pmt -Check	05/19/2022	81033	City of Astoria - Finance		375.00
Bill Pmt -Check	05/19/2022	81034	City of Astoria - utilities		115,267.08
Bill Pmt -Check	05/19/2022	81035	City of Warrenton		2,665.42
Bill Pmt -Check	05/19/2022	81036	Clatsop County Lawn & Tractor	544212	144.08
Bill Pmt -Check	05/19/2022	81037	Clean Water Technologies, LLC	April Support	277.50
Bill Pmt -Check	05/19/2022	81038	Columbia Fire & Safety, LLC		517.00
Bill Pmt -Check	05/19/2022	81039	Columbia Steel Supply		28.77
Bill Pmt -Check	05/19/2022	81040	Crane & Machinery, Inc.		4,189.99
Bill Pmt -Check	05/19/2022	81041	DEQ		2,376.91
Bill Pmt -Check	05/19/2022	81042	Drug Screens, Inc.		35.00
Bill Pmt -Check	05/19/2022	81043	DSL	VOID:	
Bill Pmt -Check	05/19/2022	81044	Earthworx Excavation, LLC	Inv #1155	6,619.71
Bill Pmt -Check	05/19/2022	81045	Englund Marine (Airport)	PO #Airport	56.74
Bill Pmt -Check	05/19/2022	81046	Englund Marine (Boatyard)		2,431.72
Bill Pmt -Check	05/19/2022	81047	Englund Marine (Marina)		240.86
Bill Pmt -Check	05/19/2022	81048	Englund Marine (MX)		1,826.05
Bill Pmt -Check	05/19/2022	81049	EPIC Aviation, LLC - fuel	AST0770GP	1,000.00
Bill Pmt -Check	05/19/2022	81050	Equipment Rental Services	Cust # 205559	310.38
Bill Pmt -Check	05/19/2022	81051	Fastenal	ORAST0062	762.15
Bill Pmt -Check	05/19/2022	81052	Ferguson / Woolsey	Cust # 65114	474.29
Bill Pmt -Check	05/19/2022	81053	Glenn K Beelar III (A/P)	Mileage Reimb 5/12/22 for TWIC Card	61.43
Bill Pmt -Check	05/19/2022	81054	Haglund Kelley LLP		2,230.00
Bill Pmt -Check	05/19/2022	81055	Hauer's Lawn Care & Equip		156.20
Bill Pmt -Check	05/19/2022	81056	Home Depot	6035 3225 3191 4798	339.70
Bill Pmt -Check	05/19/2022	81057	iFocus Consulting, Inc.		14,939.00
Bill Pmt -Check	05/19/2022	81058	Inland Electric, Inc.	Job # S12336	130.00
Bill Pmt -Check	05/19/2022	81059	J P Plumbing Company, Inc.	Cust ID: AS75	209.50
Bill Pmt -Check	05/19/2022	81060	Jackson and Son Oil	Acct # 63045	14,114.73
Bill Pmt -Check	05/19/2022	81061	Jordan Ramis PC	Client ID 43046	190.00
Bill Pmt -Check	05/19/2022	81062	Keith Warren		450.00
Bill Pmt -Check	05/19/2022	81063	Kendrick Equipment (USA) LLC		279.39
Bill Pmt -Check	05/19/2022	81064	Landside Resources, Inc.	April 2022	875.00
Bill Pmt -Check	05/19/2022	81065	Lawson Products		366.76
Bill Pmt -Check	05/19/2022	81066	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	1,350.00
Bill Pmt -Check	05/19/2022	81067	Matthew McGrath (A/P)	Reimbursement - April 2022	106.47
Bill Pmt -Check	05/19/2022	81068	Melanie Howard (A/P)	Reimbursements	155.03
Bill Pmt -Check	05/19/2022	81069	New Pig Corporation	Cust # 5051449	1,236.32
Bill Pmt -Check	05/19/2022	81070	Northwest Local Government Legal Advi...	April 2022	4,070.00
Bill Pmt -Check	05/19/2022	81071	NW Natural		1,002.54
Bill Pmt -Check	05/19/2022	81072	P & L Johnson Mechanical, Inc.	VOID:	
Bill Pmt -Check	05/19/2022	81073	Pacific Power		12,362.84
Bill Pmt -Check	05/19/2022	81074	PacificSource Administrators	Employer ID: P00431	3,704.48
Bill Pmt -Check	05/19/2022	81075	Pape Machinery, Inc.	Cust # 101890	285.09
Bill Pmt -Check	05/19/2022	81076	PBS Engineering & Environmental Inc.	Project: 0074242.000	6,150.00
Bill Pmt -Check	05/19/2022	81077	PetroCard, Inc.	01-0004280	733.55
Bill Pmt -Check	05/19/2022	81078	Platt Electric Supply (Rexel)	Acct #135946	60.15
Bill Pmt -Check	05/19/2022	81079	Quadient (postage)	X3391	291.00
Bill Pmt -Check	05/19/2022	81080	Recology Western Oregon		2,937.97
Bill Pmt -Check	05/19/2022	81081	Recology Western Oregon (LA)	A1080000232	921.50
Bill Pmt -Check	05/19/2022	81082	Rick Yelton (A/P)	Reimbursement for Supplies	54.87
Bill Pmt -Check	05/19/2022	81083	RPD Services, LLC	Service Order: SO-T-9724	2,355.35
Bill Pmt -Check	05/19/2022	81084	S. Bruce Conner	May 2022	2,100.00
Bill Pmt -Check	05/19/2022	81085	Shane Jensen - Grant Writer	Grant Writing - April 2022	9,917.50
Bill Pmt -Check	05/19/2022	81086	Shred-It	Cust # 16971101	120.00
Bill Pmt -Check	05/19/2022	81087	Sierra Springs	928320221793628	38.75
Bill Pmt -Check	05/19/2022	81088	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	05/19/2022	81089	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	469.87
Bill Pmt -Check	05/19/2022	81090	Staples Advantage		223.10
Bill Pmt -Check	05/19/2022	81091	State of Oregon - Employment Tax	BUS ID#: 0504015-4	4,281.01
Bill Pmt -Check	05/19/2022	81092	Sunset Auto Parts - NEW	Cust # 76004	421.50

3:43 PM

05/19/22

Port of Astoria
Vouchers Paid -- Operating Acct

Accrual Basis

Type	Date	Num	Name	Memo	Credit
Bill Pmt -Check	05/19/2022	81093	Sweet Septic and Portable Service	April 2022	260.00
Bill Pmt -Check	05/19/2022	81094	Terry's Plumbing LLC.		588.83
Bill Pmt -Check	05/19/2022	81095	The Daily Astorian		227.40
Bill Pmt -Check	05/19/2022	81096	The North Coast Oregonian		61.40
Bill Pmt -Check	05/19/2022	81097	TKE (Thyssenkrupp Elevator Corp)	Cust # 71259	666.84
Bill Pmt -Check	05/19/2022	81098	Trails End Recovery		55.00
Bill Pmt -Check	05/19/2022	81099	ULINE	Cust # 21657453	2,281.25
Bill Pmt -Check	05/19/2022	81100	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	05/19/2022	81101	Verizon Wireless #7705-1	270297705-00001	564.06
Bill Pmt -Check	05/19/2022	81102	Walter E. Nelson Co.	Cust # 1629	1,513.79
Bill Pmt -Check	05/19/2022	81103	Wells Electrical Contracting, Inc.		2,658.00
Total 102-02 · CCB Operating #1442					261,011.46
Total 102-00 · Cash					261,011.46
TOTAL					261,011.46

OK


5-20-22 OK
 James J. [Signature]

9:51 AM

05/20/22

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	05/20/2022	81104	Charter Business - 5587	Acct # 8787 14 002 0105587	39.99
Bill Pmt -Check	05/20/2022	81106	DSL	Acct ID # APP0060219	885.00
Bill Pmt -Check	05/20/2022	81107	P & L Johnson Mechanical, Inc.		332.27
Bill Pmt -Check	05/20/2022	81108	PERS Health		529.56
Bill Pmt -Check	05/20/2022	81109	Special Districts Health Premiums	Cust # 03-0016324	52,703.18
Bill Pmt -Check	05/20/2022	81110	Staples Advantage	Cust # LA 1833939	12.62
Total 102-02 · CCB Operating #1442					<u>54,502.62</u>
Total 102-00 · Cash					<u>54,502.62</u>
TOTAL					<u><u>54,502.62</u></u>

JAR o/c
5-20-22

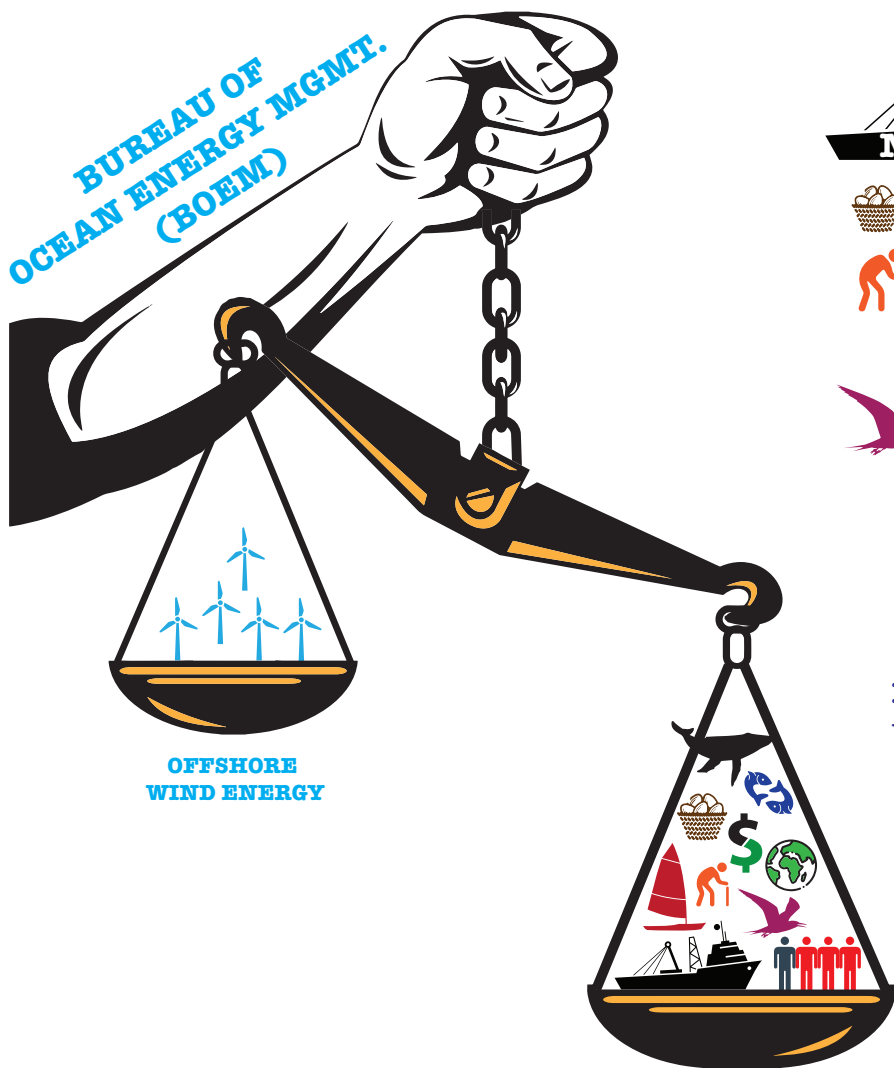
am
wp

June 2022

June 2022							July 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 29	30	31	Jun 1 7PM Gearhart City Council Mtg	2	3	4
5	6 7PM Astoria City Council Mtg	7 6PM CB City Council Mtg RESCHEDULED 3PM Executive Session RESCHEDULED 4PM Regular Session	8 6PM Clatsop Cnty Commission	9	10	11
12	13 7PM Seaside City Council Mtg	14 3PM Executive Session 4PM Regular Session 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	15 12PM Finance Cmte	16	17	18
19	20 7PM Astoria City Council Mtg	21 3:30PM Executive Session 4PM Regular Workshop Session	22 6PM Clatsop Cnty Commission	23	24	25
26	27 7PM Seaside City Council Mtg	28 530PM Astoria Planning Commission 6PM Warrenton City Council Mtg 7:30AM AWACC Breakfast Mtg	29	30	Jul 1	2

Are the trade-offs worth the rush to offshore wind?



impacts to fishing industry



INTERFERENCE with food security



HARM to underserved communities



LOSS of jobs to coastal communities



HARM to endangered species



DISPLACEMENT of current port activities



MARINE MAMMAL impacts



DISRUPTION to NOAA surveys critical to sustainable fisheries management



LACK of environmental justice



UNAFFORDABLE energy



#ProtectUSFishermen



Oregon Commercial Fishermen: Sourced Locally, Served Globally

Oregon Fisheries:

Albacore, Dungeness Crab, Black Cod, Rockfish, Sole, Pacific Whiting, Pink Shrimp, Salmon

The Fishing Industry is Vital to the State's Economy

From Astoria, Oregon, south to Brookings and everywhere in between – Oregon's commercial fishing industry sustains rural coastal communities – supporting tens of thousands of jobs and hundreds of millions of dollars in revenue each year. Commercial fishing has been an integral part of the fabric of coastal Oregon for more than two centuries. Harvesters, processors, and support businesses are highly depending on successful commercial fisheries.

Sustainable Fisheries & Food Security

State and federal fisheries off Oregon are managed for sustainability. Many fisheries are MSC certified. Food security is just as important as energy security and our existing fisheries must be protected as we explore offshore energy development. Offshore wind has real impacts on marine habitats and physical oceanography – how will this energy development impact our healthy fisheries and will offshore wind threaten our local food security?



Scan code to join us on Facebook

#ProtectUSFishermen



Oregon Fisheries Matter

Come Have a Seat at OUR Table

The fishing industry has to be part of the decision-making process for offshore energy development – not just a recipient of information

- Understanding ecological impacts takes time, baseline data sets should be collected now – how is this being accomplished?
- How are cumulative impacts on the West Coast being evaluated?
- How is the fishing industry being protected in the process?
- Why not complete a Programmatic Environmental Impact Statement first?
- Why not test one turbine versus a whole array at once?

Do not trade Oregon's centuries-old fishing industry and all that we support for the promise of offshore wind energy!

A message from:



MIDWATER TRAWLERS COOPERATIVE

West Coast Seafood Processors Association

SPMC Shrimp Producers Marketing Cooperative

OREGON TRAWL COMMISSION





Port of Astoria
COMMISSION MEETING

<u>BRIEFING DATE/TIME:</u>	June 14, 2022 / 4 p.m.	
<u>DEPARTMENT:</u>	Operations / Environmental	
<u>STAFF CONTACT:</u>	Matt McGrath	
<u>TOPIC:</u>	Maul Foster Alongi (“MFA”) Work Order Authorization for AOC 4	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	<input checked="" type="checkbox"/>	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>Pursuant to DEQ’s Consent Judgment (“CJ”) issuance, the Port is assigned to complete two tasks related to the AOC 4 Remediation Project (see 2 and 3 below). The following tasks will be completed by MFA per contract:</p> <ol style="list-style-type: none"> 1. Project Management - MFA will act as project manager, administrator and agency coordinator for the project initiation period. 2. Remedial Design/Remedial Action Work Plan (due 90 days from CJ issuance) – The Port must prepare a Remedial Design/Remedial Action Work Plan (“RD/RA”) which addresses the requirements of the Scope of Work detailed in the CJ. Once approved, RD/RA will include design elements and the timelines for compliance with the work requirements of the CJ. 3. Port Layout Plan (due 120 days from CJ issuance) – The Port must prepare a draft Port Layout Plan (“PLP”) for the AOC4 project. The PLP will include locations of soil, groundwater, and LNAPL concentrations within AOC 4. PLP will be prepared to ensure protective conditions for Port staff, tenants, contractors, etc, throughout the project’s life. 		
<u>DOCUMENTS ATTACHED:</u>		
Maul Foster Alongi Work Order Authorization		



Port of Astoria

COMMISSION MEETING

SUMMARY & FINANCIAL IMPACT:

Task 1: Project Management (up to 56 hours)

Task 2: Remedial Design/Remedial Action Work Plan (up to 110 hours)

Task 3 - Port Layout Plan (up to 78 hours)

Maximum Project Hours: 244

Total Cost: \$40,000

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

MFA to begin work within 5 days of receiving authorization to proceed. Target task completion dates:

Task 1 – Project Management - September 1, 2022

Task 2 – Remedial Design/Remedial Action Work Plan (Final Deliverable) - August 1, 2022

Task 3 – Port Layout Plan (Draft Deliverable) – September 1, 2022

STAFF RECOMMENDATION:

Approval of Maul Foster Alongi Work Order Authorization

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA), and Port of Astoria (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the attached General Terms and Conditions and Schedule of Charges.

MFA project number: M0475.02.017

Work order number: 01

Project name: AOC 4 Slip 2 Remedial Action Preliminary Plans

Project location: Astoria, Oregon

Scope of work: MFA will perform the Work indicated below.

MFA will conduct the following tasks to comply with the following requirements of the Scope of Work in the AOC 4 Consent Judgement:

Task 1: Project Management, Team Meetings, and Agency Coordination

MFA will host bi-weekly meetings (up to eight) with Port of Astoria staff as the remedial design project is initiated. Effort includes two virtual meetings with DEQ, and periodic communication with DEQ's engineering project manager. Project management and administrative Port communications are included in Task 1.

Assumed Task 1 budget is up to 56 hours.

Task 2: Remedial Design/Remedial Action Work Plan

MFA will prepare a streamlined work plan addressing the requirements of the Consent Judgement as summarized in the Scope of Work (II.A RD/RA Work Plan). In accordance with the Consent Judgement, a site specific Health and Safety Plan and Sampling and Analysis Plan (SAP) for design efforts will be attached. MFA has assumed that the SAP will be limited to a slight expansion of the 2018 sheen assessment.

Assumed Task 2 budget is up to 110 hours.

Task 3: Draft Port Layout Plan

MFA will prepare a draft Port Layout Plan (PLP) as described in the Focused Feasibility Study (June, 2016). The PLP will be prepared to ensure protective conditions for Port staff, tenants, and construction workers (including utility workers). Locations of soil, groundwater, and LNAPL with chemical concentrations above RBCs in AOC 4 will be presented in the PLP, in accordance with the Consent Judgement. The PLP will be a long-term property management resource to be consulted by the Port prior to the design of construction projects so that stakeholders are aware of contamination and controls are maintained to ensure protective conditions.

Assumed Task 3 budget is up to 78 hours.

Schedule of work:

Task 1 – September 1, 2022

Task 2 – Final Deliverable – August 1, 2022

Task 3 – Draft Deliverable – September 1, 2022

In preparing the scope of work, MFA has assumed the hours listed in each task above. MFA will obtain direction from the Client for work beyond the effort listed above. MFA has assumed one round of Client and DEQ comment/revision for documents.

Survey and substantive revision of documents (or comment/revision beyond one each) is excluded from the scope of work. These items can be provided at your request as a change to the scope of work and an extra fee to be negotiated.

MFA will begin work within 5 days of receiving authorization to proceed. This proposal is valid for 30 days.

Estimated cost of work:

The estimated cost to complete the scope of work is \$40,000.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 11th day of May, 2022.

By Maul Foster & Alongi, Inc.

By Port of Astoria, Oregon

Signature

Erik Bakkom

Printed Name

Principal Engineer

Title

Signature

Printed Name

Title



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

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.



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$220 - 230/hour
Senior.....	\$165 - 205/hour
Project.....	\$140 - 165/hour
Analyst	\$140 - 150/hour
Staff	\$125 - 140/hour
Graphic Design.....	\$120 - 130/hour
Technician	\$105 - 135/hour
Administrative Support.....	\$100 - 110/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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated _____, 2022 (the “Effective Date”), is made by and between the Port of Astoria (the “Port”) and Astoria Crab & Fish, Co. (“ACF”). Each of the Port and ACF may be referred to herein as a “Party” and, collectively as the “Parties”.

RECITALS

WHEREAS, the Port, in collaboration with the City of Astoria (the “City”) desires to redevelop the Central Waterfront in order to enhance the commercial and recreational activities within the Central Waterfront Master Plan Project area (the “Project” from Pier 1 (the “Pier”) to the Maritime Memorial for the benefit of the Port, the City and the region; and

WHEREAS, the Port Commission recognizes the Pier as an integral part of the Astoria waterfront community and has adopted a Waterfront Master Plan designed to make the Pier a more workable, usable and attractive area for economic and recreational use; and

WHEREAS, ACF is a subsidiary of Pacific Dream Seafood, Inc., a State of Washington profit corporation registered as a foreign entity in Oregon which operates and manages a seafood buying, processing and storage facility on Winchester Bay, Port of Umpqua, OR and in Skagit County, Port of Anacortes, WA; and

WHEREAS, ACF proposes as a Lessee, to design, construct and operate a facility on or about the Pier which will be inviting to economic development and tourism and will provide value added services to the local fishing community including new crane loading and unloading space, designated work and staging areas, on site processing and storage and cold storage upgrades; and

WHEREAS, the Port, as Lessor, desires to work with ACF, and the Parties wish to memorialize their commitment to cooperate so that together they may work on projects designed to redevelop the Pier with a primary purpose of supporting the local fishing community in an environment which welcomes tourism related services, provides a seasonal venue space and encourages economic development for Astoria residents,

NOW, THEREFORE, for mutual consideration, the Parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to outline the Parties' respective roles and responsibilities with respect to their intent to participate in the redevelopment of the Pier in order to enhance the economic viability, use and attractiveness of the Pier and adjacent areas.

2. **PORT RESPONSIBILITIES.** The Port is or will be the Lessor of the Pier and other designated property and it agrees to assume the following responsibilities:

- a. Work with ACF to submit to the City of Astoria the appropriate documentation for obtaining any variance, zoning code amendments, comprehensive plan amendments, or other land use approvals as may be required so that the Pier and adjacent properties may be developed and used for the intended purpose as proposed in the Master Plan.
- b. Coordinate with ACF and its architects, designers, agents and representatives, all aspects of the Project, including without limitation, cost, timelines, scheduling of work, environmental reports, utilities, infrastructure, insurance, safety and efficacy.

3. **ACF RESPONSIBILITIES.** ACF will be the Lessee of as yet undetermined Premises on the Pier and other designated property and agrees to assume the following responsibilities:

- a. Timely submission to the Port of drawings, plans and any other information which the Port may reasonably request in order to proceed with the Project.
- b. Subject to receiving appropriate written approval, ACF agrees upon signing this MOU, to order two new cranes at its expense for installation on the Pier.
- c. Work in tandem with the Port on site development, planning, pre-construction design and permitting as soon as the Port allows.
- d. Coordinate with the Port on all aspects and details of its work on the Project, including without limitation, services for fishers, design and construction of retail food establishment(s) and associated amenities, creating venue and community space, and other enhancements in support of local commercial and tourist business.
- e. Arrange for civil engineers, architects, environmental experts and other professionals as needed for its portion of the Project, in order comply with all local, state and federal rules and regulations.

4. **GOOD FAITH.** The Parties agree to work in good faith in order to carry out the intent of this MOU. The Parties acknowledge that the scope of the Project and boundaries within which ACF will provide its services are currently flexible and may contract or expand as formal agreements are negotiated and work progresses. In this regard, they agree to keep each other apprised of the situation consistent with the overall purpose of the MOU and to enter into long-term lease negotiations as soon as practicable.

5. **EFFECT OF MOU.** This MOU sets forth the parties' mutual understanding of their shared and respective objectives with regard to the subject matter herein described. Nothing in this MOU is intended to bind either party contractually. Unless otherwise agreed to in

writing, each party is solely responsible for any costs and expenses incurred in completing its responsibilities as set forth in this MOU and neither party shall be liable to the other for any costs or other liabilities incurred in the performance thereof.

6. **CONFIDENTIALITY.** All information shared by each Party, including the provisions of this MOU, is deemed confidential and, except as otherwise required by Oregon’s public records laws, may neither be disclosed nor circumvented without the written consent of the other Party.

7. **DISPUTE.** The Parties agree to meet and attempt to resolve any dispute amicably. Any dispute which cannot be resolved will be subject to Arbitration and shall be governed by the laws of the State of Oregon.

8. **ENTIRE AGREEMENT.** This document supersedes all prior verbal and written agreements and represents the entire agreement between the parties as to the subject matter, herein. This agreement may only be modified in a writing signed by both parties.

PORT OF ASTORIA

ASTORIA CRAB & FISH, CO.

By: _____

By: _____

Date: _____

Date: _____

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
PORT OF ASTORIA
AND
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION
(ILWU LOCAL #50)
JULY 1, 2022
THROUGH
JUNE 30, 2027

Table of Contents

PREAMBLE.....	1
ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION	1
Section 1. Recognition	1
Section 2. Employment Definitions.....	1
A. Regular.....	1
B. Full time.....	1
C. Part Time.....	1
D. Probationary Employees	1
E. Hire Date.....	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
Section 1. Management Rights	1
Section 2. Personnel Policies	2
ARTICLE 3 - UNION RIGHTS.....	2
Section 1. Fair Share	2
Section 2. Religious Objections.....	2
Section 3. Hold Harmless.....	2
Section 4. New Employees	2
Section 5. Contract Negotiations.....	2
Section 6. Shop Steward	3
ARTICLE 4 - SENIORITY & LAYOFFS.....	3
Section 1. Definition	3
Section 2. Loss of Seniority	3
Section 3. Filling of Job Openings.....	3
Section 4. Lay-offs.....	3
Section 5. Work Restrictions.....	4
Section 6. Contracting.....	4
ARTICLE 5 - Departments, Working Hours, and Overtime	4
Section 1. Maintenance Department Employees.....	4
Section 2. Marina Employees	4
Section 3. Boatyard Employees	4
Section 4. Overtime.....	4
Section 5. Rest Periods	4
Section 6. Meal Periods	4
Section 7. Flex Time	5

Section 8.	Compensatory Time	5
Section 9.	Call-out	5
Section 10.	No Pyramiding	5
ARTICLE 6 - HOLIDAYS		
Section 1.	Holidays	5
Section 2.	Eligible Employees	6
Section 3.	Holiday Pay	6
Section 4.	Recognition of Day	6
Section 5.	No Pyramiding	6
ARTICLE 7 - VACATIONS		
Section 1.	Accrual	6
Section 2.	Scheduling.....	7
Section 3.	Carryover and Forfeiture.....	7
Section 4.	Part-time Employees	7
Section 5.	Vacation Pay-Outs	7
Section 6.	Vacation Rights in Case of Lay-Off or Separation	7
ARTICLE 8 - SICK LEAVE		
Section 1.	Accrual	7
Section 2.	Utilization.....	7
Section 3.	Notification	8
Section 4.	Statement of Reason for Utilization.....	8
Section 5.	Payment.....	8
Section 6.	Sick Leave Donation	8
ARTICLE 9 - LEAVES OF ABSENCE		
Section 1.	Eligibility Requirements.....	8
Section 2.	Application for Leave.....	8
Section 3.	Paid Leaves	8
Section 4.	Military Leave.....	9
Section 5.	Family and Medical Leave.....	9
Section 6.	Absence Due to Non-Industrial Accident, Illness or Disability	9
ARTICLE 10 - HEALTH AND WELFARE.....		
Section 1.	Health Insurance.....	9
Section 2.	Insurance	10
Section 3.	Life Insurance.....	10

Section 4.	Workers' Compensation.....	10
Section 5.	Health & Safety.....	10
Section 6.	Liability Insurance	11
Section 7.	Disability Insurance.....	11
Section 8.	Retirement Insurance	11
ARTICLE 11 - COMPENSATION		11
Section 1.	Wages Compensation	11
A.	Establishing Wage for New Positions.	11
B.	Mileage Allowance.	11
C.	Temporary Work out of Classification.....	12
D.	Uniform Maintenance	12
E.	Meal and Lodging Reimbursement.....	12
F.	Payroll	12
Section 2.	Employees' Wage Plan	12
A.	Classification.....	12
B.	Pay Schedule	12
C.	Operation of Incentive Plan	12
D.	Advancement.....	13
Section 3.	PERS Retirement	13
ARTICLE 12 - DRUG POLICY		13
Section 1.	Drug Policy	13
ARTICLE 13 - EDUCATION AND TRAINING		14
Section 1.	Employee Training.....	14
Section 2.	In-Service Training	14
Section 3.	Training for Higher Classifications Within Departments	14
Section 4.	Commercial Driver's License Cost Reimbursement.....	14
Section 5.	Tuition Reimbursement.....	14
ARTICLE 14 - GENERAL PROVISIONS		14
Section 1.	Gender.....	14
Section 2.	Work Rules.....	14
Section 3.	Personnel Files	15
Section 4.	Equipment Usage.....	15
Section 5.	Entire Agreement.....	15
Section 6.	Application.....	15
ARTICLE 15 - PROBATIONARY PERIOD.....		15

Section 1. Probation	15
ARTICLE 16 - DISCIPLINE AND DISCHARGE	16
Section 1. Discipline Defined	16
Section 2. Due Process	16
Section 3. Just Cause Standards	16
ARTICLE 17 - GRIEVANCE PROCEDURE	17
Section 1. Resolution Process	17
Section 2. Costs	18
Section 3. Time Limits	18
ARTICLE 18 - STRIKE CLAUSE	18
Section 1. No Strike	18
Section 2. No Lockout	18
Section 3. Good Faith Agreement	18
ARTICLE 19 - TERM OF AGREEMENT	18
Appendix A	i
Appendix B	iv

PREAMBLE

THIS AGREEMENT is entered into by and between the Port of Astoria, hereinafter referred to as the Employer, and I.L.W.U. Local #50, hereinafter referred to collectively as the Union. This document represents the full Agreement between the Employer and the Union.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Recognition: The Employer recognizes the Union as the sole and exclusive bargaining unit for the purposes of establishing wages, salaries, hours and other conditions of employment for, boatyard, marina, and maintenance employees of the Port of Astoria who regularly work 20 hours or more per week, excluding exempt employees, casual employees, and seasonal or temporary employees that work less than 20 hours per week.

Section 2. Employment Definitions:

A. Regular: Employees who have satisfactorily completed their probation period and who are employed to fill regular positions in Employer employment.

B. Full time: Those employees whose regular work schedule is the full normal week of 40 hours for their department.

C. Part Time: Those employees who work on a regular work schedule of specific hours and days of the week, which is less than the full normal work week for their department.

D. Probationary Employees: Those full-time and part-time employees who are serving a probationary period of not less than six (6) months from the date of hire, or in the case of promotion from that date.

E. Hire Date: The date the employee first renders paid service to the Employer as a regular probationary employee.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Management Rights: Except as limited by an express provision of this Agreement, the Employer shall retain the right to exercise the customary functions of management, including but not limited to directing the activities of the Port, determining the levels of service and methods of operation, including the introduction of new equipment, determine work schedules, assign work, determine and assign needed training. In addition, the Employer shall retain the right to hire, layoff, transfer, reorganize, promote, demote, discipline, and discharge with written notification provided to the Union.

The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

Further, it is the Employer's right to establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the Employer must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

Section 2. Personnel Policies: The Union acknowledges receipt and review of the Port's most recent Personnel Policies. Where a specific provision of these Personnel Policies addresses or conflicts with a specific provision contained in this Agreement, the provisions of this Agreement shall prevail. Where this Agreement does not address or is silent on the issue, but the Personnel Policies address the issue, the Personnel Policies shall apply to employees covered by this Agreement. The Personnel Policies may be amended from time to time. Any amendments that would apply to employees covered by this agreement, proposed by the Port, shall include the opportunity for input by the Union. Amendments will become subject to this Article 2 upon notice and review and timely response by the Union. Union shall have fourteen (14) calendar days from time of notice to complete review and respond. Failure to respond shall constitute satisfactory review.

ARTICLE 3 - UNION RIGHTS

Section 1. Fair Share: The Employer agrees to fair share in accordance with and pursuant to the terms of the Oregon Revised Statutes. The Employer, upon notification from the Union, will deduct the uniformly required union dues for non-members represented by the union. Such dues shall be determined by the Union in accordance with statutory and constitutional requirements. It is further agreed that should an employee who is a non-member object to fair share payments required by this section and consequently files legal action against the Union or the Employer because of such payments, the Employer will not be obligated to collect such fair share payments from the employee until such time as the legal action is resolved.

Section 2. Religious Objections: Any individual employee who objects to a payment in lieu of dues based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall inform the Employer and the Union of this objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular or fair share union membership dues, as appropriate, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that contribution has been made, as appropriate.

Section 3. Hold Harmless: The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of any action taken pursuant to the provisions of this article. The Union and the Employer each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

Section 4. New Employees: The Employer agrees to furnish each new employee in the bargaining unit with a copy of the Collective Bargaining Agreement at the commencement of employment of each employee.

Section 5. Contract Negotiations: The Shop Steward for the Union and up to two other bargaining unit members shall be permitted to attend negotiating sessions during work hours with pay. The total number of bargaining unit representatives plus ILWU representatives shall not exceed four. The

number of Port administrators attending negotiations shall also not exceed four. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Section 6. Shop Steward: The Shop Steward shall be an employee as selected by the Port employees covered by this agreement. Duties required by the Union of its stewards, except attendance at meetings with the Employer, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Article 17 hereof, shall not interfere with their or other employees, regular work assignments as employees of the Employer. In the event there is a new shop steward, the bargaining unit shall notify the Port Executive Director of the change within five business days.

ARTICLE 4 - SENIORITY & LAYOFFS

Section 1. Definition: An employee shall gain seniority upon completion of six months of continuous regular employment. Seniority is the length of continuous regular service of the employee measured from his date of hire.

Section 2. Loss of Seniority: Seniority shall be terminated if the employee:

- a) Voluntarily quits.
- b) Is discharged for cause.
- c) Is laid off and fails to notify the Employer of his intention to report back for work within five (5) working days and return to work within two weeks after "Return to Work" notice by registered mail sent to his address as shown on Employer's records.
- d) Is continuously laid off or otherwise absent from the payroll for 24 months or more.
- e) Fails to report back to work at the expiration of his vacation or an approved leave of absence.
- f) If demoted for cause in lieu of termination, any loss of seniority will be negotiated and mutually agreed upon as a condition of reclassification.

Section 3. Filling of Job Openings: Whenever the Employer has a bargaining unit job opening to be filled, notice of such openings shall be posted in the department, and on the Union bulletin board, for a period of 5 working days to provide employees an opportunity to apply for the job and the Union to make referrals. The Union will notify the Employer within three days of posting of any referrals. First priority in filling such job openings will be given to qualified applicants who are existing Port employees unless the Employer determines in good faith and for reasons not arbitrary or capricious that a non-employee applicant is more qualified in significant aspects of the job, or in a particular job capability of substantial importance to the Employer. Selection otherwise shall be based on qualifications; inability to legally operate a Port vehicle may be deemed by the Employer to be a disqualifying factor. Selection between two equally qualified existing Port employees shall be based on seniority. For temporary/part-time job openings, Local 50 will be notified for posting in the Hall.

Section 4. Lay-offs: In the case of a lay-off or a reduction in the work force due to lack of work or insufficient operating funds, employees shall be laid off according to seniority within job classification. Employees with least seniority shall be subject to first lay-off unless the Employer establishes a bona fide operational need to retain an employee with less seniority. In such event, the Employer will inform the Union and provide written justification for the operational need.

In filling openings in a particular job classification, qualified employees within the same job classification on lay-off who have retained seniority will be given the first opportunity for rehire. Such

opportunity for rehire will be done in reverse order of layoff. Employees on lay-off not within the same job classification will be given second opportunity for rehire should they, at the sole discretion of Port management, be deemed eligible and qualified for the position being hired. Laid-off employees applying for a job in a different job classification from the job classification previously held by the laid-off employee are subject to the pay scale of the new job classification. Laid-off employees and the union must follow the guidelines in Article 4, Section 3 for applying for and referrals for job openings.

Section 5. Work Restrictions: Supervisory personnel shall not do work customarily performed by employees within the bargaining unit, but may perform incidental work in connection with duties, which would not supplant the hiring of additional employees. This restriction excludes the managers of the Marina/Boatyard.

Section 6. Contracting: The Employer may contract such work out as necessary to provide an economical operation, provided such contracting does not result in any layoffs of regular employees. The Employer may contract out work that may create a lay-off if it provides justification to the Union that such contracting is necessary to maintain Port operations.

ARTICLE 5 - DEPARTMENTS, WORKING HOURS, AND OVERTIME

Section 1. Maintenance Department Employees: The normal work week shall be 40 hours, Monday through Friday. The work week will begin on Sunday at 0000 hours and end on Saturday at 2359 hours. The normal work day shall be eight (8) hours, between the hours of 8:00a.m. and 4:30p.m., with a one half (1/2) hour lunch time.

Work week and work hours for maintenance employees will vary from the above during dredge season as directed by the Employer.

Section 2. Marina Employees: The normal work week shall be 40 hours. The work week will begin on Sunday at 0000 hours and end on Saturday at 2359 hours. Hours worked per day shall be as directed by the Employer.

Section 3. Boatyard Employees: The normal work week shall be 40 hours. The work week will begin on Sunday at 0000 hours and end on Saturday at 2359 hours. Hours worked per day shall be as directed by the Employer.

Section 4. Overtime: All full-time regular, part-time regular and probationary employees shall be paid for time worked in excess of 40 hours per week at one and one half (1 ½) times the Employee's regular straight-time hourly rate. In no event shall such compensation be paid twice for the same hours nor shall overtime be based on compensated time not worked.

Section 5. Rest Periods: A rest period of 15 minutes shall be permitted for all employees during each half shift. The rest period is to be taken at the employee's current worksite and should not involve a trip back to the maintenance shop or office. The rest period shall be scheduled by the supervisor in accordance with its determination of the operating requirements applicable to each employee's situation.

Section 6. Meal Periods: All employees shall be granted a meal period of one (1) hour during each work shift, except for Maintenance employees who shall be granted one-half (½) hour. The meal

period shall be scheduled by the supervisor and to the extent consistent with operating requirements of the respective Departments, shall be scheduled in the middle of the work shift. The meal period shall not be compensated by the Employer.

Section 7. Flex Time:

A. The Employer and an employee may agree to adjust hours of work by moving the beginning and ending time of an employee's usual shift so long as it does not exceed 40 hours in a work week. For example, the Employer may designate a four day, 10 hour per day work week by mutual agreement with the employee.

B. If an employee works in excess of the regularly scheduled hours of work on a particular day within a calendar week, with mutual agreement by the employee and the Employer, hours of work on another day within that week may be reduced by like amount and the employee will not be entitled to either overtime pay or compensatory time off for such hours.

Section 8. Compensatory Time: The employee can opt to take compensatory time in lieu of overtime pay. Compensatory time may be accrued at a rate of 1 ½ hours for each overtime hour worked up to 81 hours of compensatory time. An employee who works overtime while having 81 accrued compensatory time hours must receive overtime pay rather than additional compensatory time in excess of such 81 hour accrual.

Compensatory time will be allowed within a reasonable time period after requested by an employee, the timing of which is subject to supervisor approval. A request to use compensatory time shall normally be given unless the requested time off will unduly disrupt Port operations.

Compensatory time cannot be "cashed-out" and must be taken as time off. However, an employee shall upon termination be paid at his regular rate then in effect for any unused compensatory time.

Section 9. Call-out: All call-outs, which means a request that an employee report to work on a work day after an employee has left work at the conclusion of his regular shift or a request made on the same day as a date or time he is not scheduled to work, will be a minimum of two (2) hours paid at time and a half. The time and a half rate is regardless of the 40 hour worked stipulation in Article 5 – Working Hours and Overtime, Section 3 – Overtime. If a call-out exceeds two (2) hours, then actual time worked will be paid. Any call-outs on the listed holidays in Article 6 (not including the floating holidays) shall be paid at Holiday Pay (See Article 6 – Holidays, Section 3 – Holiday Pay).

Section 10. No Pyramiding: In no event will the employer be required to pay twice for the same hours.

ARTICLE 6 - HOLIDAYS

Section 1. Holidays: The following holidays shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th

Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
Floating Holiday*	One personal day per calendar year

* The floating holiday will be taken each calendar year on a date to be decided by mutual agreement of the Employer and employee. If not taken within the year earned, personal days are lost. A personal day not taken before an employee's termination date is not compensable.

Section 2. Eligible Employees: Eligible employees include all regular full time, part-time and probationary employees who have completed one (1) week of continuous employment and who worked their last regularly scheduled day before and their first regularly scheduled day after any of the above holidays. However, an employee's failure to work shall be excused if due to jury service, scheduled vacation, scheduled compensatory time off, or bona fide injury or illness for which the employee is qualified for sick pay under the provisions of this Agreement. Part-time employees whose regular work schedule exceeds twenty (20) hours per week will receive prorated holiday time off based on their actual work hours and the total possible work hours of the month in which the holiday occurs.

Section 3. Holiday Pay: Employees shall receive their regular rate of pay for hours not worked on any of the holidays listed above. If, however, an employee is required to work any part of a holiday, the employee shall be paid two and a half times their regular rate for hours actually worked; any balance of hours for an eight-hour shift that are not worked shall be at their regular hourly rate.

Section 4. Recognition of Day: When a holiday falls on Sunday, Monday shall be observed as the holiday. When a holiday falls on Saturday, Friday shall be observed as the holiday.

Section 5. No Pyramiding: In no event will the Employer be required to pay twice for the same hours.

ARTICLE 7 - VACATIONS

Section 1. Accrual: All employees having been in the regular full-time service of the Employer 12 full calendar months shall be entitled to a two-week vacation with pay, and vacation leave shall be accrued as follows (a week being 40 hours straight time pay):

1 year through 5 years	Two weeks
6 years through 10 years	Three weeks
11 years through 15 years	Four weeks
16 years through 20 years	Five weeks
21 years +	Six weeks.

Vacation eligibility is based on the anniversary date of becoming a full-time employee. See Appendix “B” for example.

Section 2. Scheduling: All vacation weeks shall consist of 40 consecutive hours except by mutual agreement between the employee and the Employer. Vacations will be scheduled on first- come, first-served basis with the approval of the Employer.

Except in an emergency, no employee shall be permitted to return or be called back to work before the agreed vacation period is completed. In the event an Employee is called back to work in an emergency, he shall be paid at the overtime rate of pay for all work performed during said vacation period plus regular vacation pay.

Section 3. Carryover and Forfeiture: Employees are encouraged to take their vacations in the year earned. Unused vacation will be rolled over from year to year, but in no event will an employee be permitted to accrue more than 300 hours at any one time. All other unused vacation time will be forfeited.

Section 4. Part-time Employees: Regular part-time employees will accrue prorated vacation on a pro-rata basis in the same proportion as their regular work schedule is to the regular work week. Pro-rata shall be on the basis of actual hours worked in each month.

Section 5. Vacation Pay-Outs: Cash payouts of unused and unscheduled vacation time will be allowed up to 40 hours per calendar year per employee and otherwise will not be allowed except for lay-offs or separations as set forth in Section 6 below.

Section 6. Vacation Rights in Case of Lay-Off or Separation: Any employee who is laid off, discharged, retired or separated from the service of the employer, for any reason, prior to the taking of his or her vacation, shall be compensated in cash for all unused vacation that he or she has accrued at the time of separation at his or her current regular straight time rate.

ARTICLE 8 - SICK LEAVE

Section 1. Accrual: A regular full-time employee is eligible to accrue sick leave. Sick leave shall accrue at the rate of one working day (8 hours) for each full month of service. Sick leave may be accumulated to 720 hours. Sick leave shall not accrue during any period of leave of absence. Sick leave will not accrue while employee is on disability leave not covered by workers compensation. Sick leave may not be used before it is earned. Employees may not have a negative sick leave balance.

Regular part-time employees will accrue sick leave on a pro-rata basis, based upon one (1) hour for each 20 hours worked, until the employee reaches a cap of 720 hours. Sick leave does not accrue during any period of leave when they are not receiving their regular wages or workers compensation.

Section 2. Utilization: Sick leave may be used by an employee, in addition to use for his own sickness when unable to perform work because of illness or off the job injury, under the following circumstances:

- a) To assist at home or provide transportation when sickness of a family member so requires;

- b) To attend funerals of relatives or family members and assist with funeral or death-connected business for a period of three days or less;
- c) For medical or dental appointments that cannot be scheduled outside of normal working hours.

Section 3. Notification: Any employee who is ill or unable to report to work will notify the immediate supervisor/designee prior to the beginning of his or her shift. In case of a continuing illness, the employee shall continue to notify their immediate supervisor daily of his or her ability to report to work unless the supervisor, based upon the nature of the illness, agrees to an alternate reporting schedule. Sick leave may be denied for noncompliance.

Section 4. Statement of Reason for Utilization: When an employee is absent for more than three successive days, the Employer may require appropriate documentation from a medical care provider to substantiate the employee's need for sick leave, where appropriate and in accordance with state and federal law. Likewise, the employee may be required in such a case, consistent with applicable law, to provide a written verification from his medical care provider of fitness for duty before returning to work.

Section 5. Payment: Upon termination, an employee shall receive 50 percent payment for accumulated sick leave for up to ninety (90) days. Upon retirement, as defined in Article 10, Section 8, an employee shall receive 100 percent payment for accumulated sick leave for up to ninety (90) days.

Section 6. Sick Leave Donation: Employees may donate accrued sick leave to other employees to help meet such other employees' emergency purposes, to a maximum of forty (40) hours per donation and receive donations of accrued sick leave from others. Donated sick leave cannot be accrued or cashed in by a donee employee and shall be paid at the donee's regular pay rate then in effect at the time it is used.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1. Eligibility Requirements: Full time and part time employees shall not be eligible for leaves of absence until after completion of probation. Leave of absence without pay may be granted by the Employer by mutual agreement of the parties, however regular full-time employees who work less than a full year due to an approved unpaid leave of absence will accrue vacation, sick leave and any other service-based benefits on a pro-rata basis comparing their actual hours worked in the year to annual regular full-time annual hours.

Section 2. Application for Leave: Any request for a leave of absence shall be submitted in writing, on a form supplied by the Employer, by the employee to his or her immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3. Paid Leaves: In addition to accruing seniority while on any paid leave of absence granted under the provision of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested. Employees shall be granted a leave of absence with pay for:

1. Service with a Jury: When on jury duty in municipal, state or federal court, the employee shall pay the Employer any compensation paid on account of jury duty. All employees released from jury duty shall return to work and complete their normal work shifts.

2. Court related to employment: Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to work; the employee shall pay the Employer any compensation received as a witness fee.

3. "Duty pay" and "witness fee" does not include mileage, meal and lodging reimbursements, which the employee may keep.

Section 4. Military Leave:

Leave and reinstatement rights shall be granted to eligible employees covered by this Agreement in accordance with state and federal law.

Section 5. Family and Medical Leave:

A. The Employer shall grant family and medical leave to employees covered by this Agreement in accordance with state and federal law. Employees desiring Family and Medical Leave should refer to the Employer's personnel policies for further information.

B. Concurrent Leaves: Unless precluded by law, all paid leave including sick leave, vacation leave, leave for workers' compensation injury or illness, and state or federal family and medical leave, will run concurrently and be counted against the employee's annual family and medical leave entitlement when the leave is eligible for a family or medical leave under state or federal law.

Section 6. Absence Due to Non-Industrial Accident, Illness or Disability: If a regular employee's accumulated sick leave and vacation is inadequate, and upon written verification by the employee's medical care provider that such time off is needed for an employee to recover from an accident, illness or injury that is not covered by Workers' Compensation time loss benefits, an unpaid leave of absence shall be granted to permit an employee's total absence due to non-industrial accident, illness or disability for up to 90 days using a combination of paid and unpaid leave. Upon the medical care provider's written release for the employee to perform such duty, the employee shall be permitted to return to the employee's former position or another vacant position in the same class. Based on the entirety of circumstances including the medical care provider's written leave time estimate the Employer may approve leave in excess of 90 days, and in such event, may utilize casual employees to perform work of the ill employee's position, without limitation. Any leave of absence in excess of 90 days that is not qualified for OFLA or FMLA will be without health and welfare benefits, except as may be continued by the employee in accordance with COBRA.

ARTICLE 10 - HEALTH AND WELFARE

Section 1. Health Insurance: The Employer agrees to maintain a medical/vision, prescription and dental plan that will cover the regular full-time employees and their dependents for the duration of this Agreement.

Regular full-time employees will be covered by the Health Reimbursement Arrangement (HRA) to a maximum of \$3,000 per employee per year.

The parties acknowledge that financial exigencies including unrealized Port revenues, premium increases and legislation, such as the Federal Affordable Care Act, including its “Cadillac Tax” provisions, may impact the Employer’s ability to afford coverage. Therefore, both parties recognize the potential duty to bargain during the term of this Agreement over any such financial or legislative impacts. Within seven (7) days of the Port’s receipt of any plan and/or rate change notification from Special Districts Insurance Services, the Port shall notify the bargaining unit and deliver any such plan and/or rate change notification. Any such bargaining shall commence within seven (7) days of a party’s notice to the other of a need for such bargaining. Such mid-term negotiation shall be limited to health care insurance. The parties shall honor and observe the “no strike” and “no lockout” terms of Article 18 during any such mid-term bargaining. The parties agree to negotiate and the bargaining unit recognizes the Port’s obligation to make a selection before the imposed deadline and therefore maintain health insurance coverage for all Port employees.

Section 2. Insurance: The Employer’s contribution for the cost of health insurance, provided in article 10.1 above, are set forth below and remain in effect until notification of any change in premiums, at which point both parties agree to enter into mid-term negotiations to determine the employer’s contributions.

Employee Only	\$1,037.60
Employee+ Spouse	\$2,065.05
Employee+ Family	\$2,945.18
Employee + Children	\$1,922.35

Employees may opt out of the Port’s medical & dental insurance coverage. Employees who select to opt out, will receive \$250 of additional compensation per pay period (\$500 per month). The conditions to doing this are: 1) Employee must provide proof of other coverage for the employee and all dependents that were on the Port’s plan. 2) Employee must sign a waiver that will include the language that they understand that, if they lose the “other coverage”, that they will inform the Port and get re-enrolled within 30 days. 3) Employees who sign the special waiver, and opt out, understand that they will then be ineligible for the Port’s HRA plan. The Port’s HRA Plan is tied to the Port’s medical insurance plan. Employees who sign the special waiver also understand that to reverse the opt out and come back onto the Port’s medical insurance plan requires either a “qualifying event” or waiting until the yearly open enrollment period.

Section 3. Life Insurance: The Employer will continue to maintain life insurance benefits.

Section 4. Workers’ Compensation: The Employer shall cover the employees against occupational injury in accordance with the Oregon Revised Statutes during the term of this Agreement.

Section 5. Health & Safety: Federal and State safety regulations and safe work practices shall be strictly observed by the Employer, the Union and all employees at all times, including emergency situations. Employees shall use all personal protective equipment (PPE) required, shall perform their work in a safe manner, and shall comply with all safety rules of the Employer. No employee shall be required to work under abnormally dangerous conditions. Required safety equipment shall be

furnished by the Employer, including but not limited to, safety glasses, hard hats, goggles, and respirators as needed for workers.

Section 6. Liability Insurance: The Employer agrees to adequately insure or to self-insure all employees in the bargaining unit to the extent of statutory limits of liability for personal injury or property damage resulting from the performance of an employee, including the use-or operation of vehicles or equipment of the Employer, while engaged in the regular course of assigned duties.

Section 7. Disability Insurance: The Employer agrees to continue to furnish a disability income plan.

Section 8. Retirement Insurance: The Employer agrees to furnish medical coverage upon retirement for current employees with a minimum of 15 years full time active service and who were employed prior to July 1, 1995. All employees employed between July 1, 1995 and September 18, 2007 will be required to have a minimum of 20 years of full time active service. Employees hired after September 18, 2007 will be required to have a minimum of 30 years of full-time active service upon retirement. This medical coverage shall, where indicated in this Section, be a supplement to Federal Insurance (Medicare). In the event retirement is prior to Medicare eligibility, the Employer will furnish the same medical insurance it maintains for active employees to the retiree, and subject to the same employer contribution limitations that are currently applicable to active employees. When retired employees are eligible for Medicare benefits, Employer will furnish supplemental Medicare insurance for employees hired prior to July 1, 2010. Employees hired after July 1, 2010 will not be eligible for supplemental Medicare insurance.

For purposes of retirement insurance as well as sick leave cashout eligibility under Article 8, Section 5, retirement is defined as meeting the years of active status as stated above and being eligible under Oregon state law for P.E.R.S. retirement benefits.

ARTICLE 11 - COMPENSATION

Section 1. Wages Compensation:

A. Establishing Wage for New Positions: All current positions covered by this Agreement shall have a job description. When any new position is established; when any current position is reclassified; or, when duties and responsibilities of a current position are substantially changed, the Employer shall designate a job classification and wage structure for the position. The Employer shall submit the proposed salary range to the Union prior to implementation. In the event the Union does not agree that the proposed salary range is appropriate for the classification, the Union shall notify the Employer within ten (10) working days of receipt of the notification of its intent to negotiate. Negotiations shall commence within fifteen (15) working days. Notwithstanding a demand to bargain, the Employer may implement its proposal, subject to adjustment upon conclusion of bargaining.

B. Mileage Allowance: An employee using his own private automobile for official Employer business shall be reimbursed at the Internal Revenue Service approved rate. The Employer does not provide insurance coverage in these instances or accept financial responsibility for any damages incurred while that employee is using his private automobile. Employees shall not be required to use their private vehicles for Employer business when a Employer vehicle is available.

C. Temporary Work out of Classification: If work of a higher paid classification is required of an employee, he shall receive the higher rate of pay for the time worked on the higher paid job; but if he is temporarily assigned to a job of a lower rate of pay, his original classification and wage shall continue.

D. Uniform Maintenance: Uniforms shall be provided for those employees within departments which require uniforms and shall be maintained and laundered at the expense of Employer. Items of clothing and PPE provided by the Employer to any employee shall not be used by the employee in activities not directly related to Employer employment. The Employer shall not be required to provide work boots. Employees may opt out of allowed current uniform (coverall) agreement in Section D. If opting out, Employee covered by this agreement shall be provided an allowance up to \$200.00 per contract year for the purchase of protective clothing of their choice for the duration of this Agreement. Allowable items may be purchased on a reimbursement basis.

1. Employees covered by this Agreement shall be provided an allowance up to \$400.00 for the duration of this Agreement, for purchase of raingear and steel-toed or similar safety footwear. Allowable items may be purchased on a reimbursement basis. Employees who voluntarily terminate employment within twelve (12) months after obtaining reimbursement for any item under this subsection must repay the Employer for all reimbursement payments made under this section during that twelve (12) month period, which may be deducted from outstanding amounts due to the terminating employee consistent with applicable state or federal deduction regulations.

E. Meal and Lodging Reimbursement: An employee who travels from job site to job site during the work day will be compensated time spent traveling at the pay rate for the job to be performed if given an assignment to work in another city outside of a 30 mile radius of the official work station where normally employed, and not required to stay overnight.

Employer will provide lodging and meals at reasonable and actual cost and employee will be required to stay in the city they are working in when their work in that city requires travel of more than 100 miles and more than a one-day absence.

F. Payroll: The salaries and wages of the employees shall be paid twice monthly. The payments shall be on the 15th of the month and the last working day. In the event that the normally scheduled payday is a holiday, the preceding workday shall be the payday.

Section 2. Employees' Wage Plan:

A. Job Classification: All bargaining unit positions are placed appropriately within the Employer's job classification system by the Employer. The job classification and corresponding range for each bargaining unit position is attached hereto as Appendix "A," and by this reference incorporated herein as though fully set forth.

B. Pay Schedule: Each job classification is assigned a "range, and each range has five steps. These steps are designated as Step "A," Step "B," Step "C," Step "D" and Step "E," respectively. The range and step plan is set forth as Addendum "A."

C. Operation of Incentive Plan:

1. New employees normally will start at Step “A” of the range designated for the job class for which they are employed. The Employer may hire above Step A when each of the following conditions are met: (a) The applicant is qualified to work at the higher levels; (b) The applicant’s current salary is at least Step A; (c) No other similarly qualified applicant is available at a lower salary rate from applicant pool.

2. Progression to each higher step shall be granted on the basis of longevity and satisfactory performance as determined by the Employer. Less than satisfactory performance must be documented by the Employer in writing and provided to the employee at the time of the annual performance review.

3. The progression pattern for an employee hired or promoted at Step “A” is computed from the anniversary date. Such employee is placed at Step A; advances to Step B up- on satisfactory completion of probation (six (6) months of actual work); and advances to successive steps twelve (12) months following date of last step advancement unless performance is not satisfactory, as determined by the Employer.

4. The progression pattern between steps for an employee hired at a step other than Step A shall be to advance to the next step twelve (12) months following the anniversary date and 12 months thereafter unless performance is not satisfactory, as determined by the Employer.

D. Advancement: All promotional opportunities shall require a six (6) month probationary period. Whenever an employee is promoted, the employee shall be placed at the next step that appears on the range and step schedule that is higher than the prior rate of pay. Thereafter the employee shall advance from step to step as determined by the Employer.

Section 3. PERS Retirement: The Oregon PERS pension plan is the Port pension plan under this Agreement. The Employer will pay the employer contribution to PERS in accordance with the rules and regulations of the PERS Board. Employees will be required to contribute six percent (6%) of their salary to PERS. The Employer shall deduct and remit the six percent (6%) employee contribution to the PERS Fund for the employee members.

ARTICLE 12 - DRUG POLICY

Section 1. Drug Policy: The bargaining parties recognize and agree that work performed in the Port of Astoria involves dangerous equipment, operation of which and/or proximity to makes work performed under this Agreement safety sensitive in nature. The Employer and Union therefore are committed to achieving and maintaining a safe and productive work environment for all employees. This includes providing a drug- free, healthful, safe and secure work environment. The Employer will not tolerate the use of alcohol or drugs on premises, nor will the Employer allow employees to work while they are under the influence of drugs or alcohol. Each employee is expected and required to report to work in an appropriate mental and physical condition to perform his or her assigned duties.

In order to meet this goal, drug and alcohol policies have been initiated in accordance with state and federal regulations. These policies include both voluntary and mandatory testing pursuant to Section 7.0, Substance Abuse Policy, in the Port’s most recent Personnel Policies as well any applicable Federal Department of Transportation regulations.

Any employee who is observed coming to or returning to the job in an obviously impaired condition and tests positive shall be removed from the workplace at once and is subject to immediate termination. Any employee who tests positive in the course of mandatory testing will be put on suspension until a drug/alcohol evaluation is completed and said employee is cleared.

The Employer recognizes that alcohol/drug addiction is a treatable illness and will make every effort to support an employee in need of treatment. Acceptance of such treatment will not impact eligibility for continued employment at the Port and/or reinstatement following a leave of absence necessary for treatment, unless job performance is unsatisfactory.

ARTICLE 13 - EDUCATION AND TRAINING

Section 1. Employee Training: The Employer shall encourage department heads to familiarize new employees with their obligations and rights, and to inform them about the general function of Employer government during each new employee's orientation.

Section 2. In-Service Training: The Employer shall encourage and promote general and specialized training opportunities for employees to the end that the service they render to the Employer may be made more effective. The Employer shall assist department heads in meeting training needs for their departments. In cooperation with department heads, the Employer shall encourage the development of departmental training programs to meet personal needs and to prepare employees for promotion to positions of greater responsibility.

Section 3. Training for Higher Classifications Within Departments: Employees may be given opportunities to train on any jobs of higher classification within their department, which shall not be regarded as working out of class. Employees on the course of training for a job function outside their classification shall not receive pay of the higher classification, nor is there any guarantee of employment in the higher classification.

Section 4. Commercial Driver's License Cost Reimbursement: The Employer shall reimburse maintenance employees for required license fees for a commercial operator's license and the cost of each test passed in order to attain such license. Fees paid to the State of Oregon shall be documented by the employee and reimbursed upon licensure. Employer equipment will be provided, subject to availability, as required to take the test, and tests (but not retests after failure to pass) may be taken on Employer time.

Section 5. Tuition Reimbursement. Regular full-time employees shall be eligible after gaining seniority for reimbursement of tuition and student fees for career growth or development courses. To obtain reimbursement, a course must be approved in writing by the Port Director before taken, and completed.

ARTICLE 14 - GENERAL PROVISIONS

Section 1. Gender: All references to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

Section 2. Work Rules: It is jointly recognized that the Employer must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of work rules. It is

agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement.

Section 3. Personnel Files:

A. An employee has the right to inspect the contents of his or her personnel file upon request to the Employer, excluding confidential reports from previous employers or records of an employee relating to the conviction, arrest or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate they have reviewed it. If the employee refuses to sign such material, it may be placed in the employee's file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may submit a factual statement in rebuttal to any adverse material placed in his or her personnel file, which shall also be placed in his or her personnel file.

B. Employees may have the Employer include in their personnel files materials relevant to their employment with the Employer such as letters of favorable content, certificates, licenses, and academic credit.

C. Any documentation related to an active investigation into suspected workplace misconduct by an employee shall not be considered part of the employee's "personnel file" under this Section 3. Any final written report based on such an investigation shall be subject to this Section, except any confidential personnel information in the report about any other employee shall be redacted from any copy of the report that is included in the subject employee's personnel file or disclosed to him under this Section 3.

Section 4. Equipment Usage: Use of the Port's equipment and vehicles for Port business is to be done by Union members only, with the following exceptions:

A. Light vehicles are exceptions to this policy.

B. If union maintenance workers are not available non-maintenance Port employees may operate the equipment.

Section 5. Entire Agreement:

A. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited rights and opportunity to make demands and proposals with collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. This Agreement constitutes the sole and entire Agreement between the parties.

Section 6. Application: This Agreement has application only to those employees who are regular full-time and part-time employees of the Employer within the bargaining unit.

ARTICLE 15 - PROBATIONARY PERIOD

Section 1. Probation:

A. Newly hired employees will serve a probationary period of six (6) months from their date of hire. During this period the employee may be terminated at the discretion of the Employer, with or without cause and such termination will not be subject to the discipline and grievance articles contained herein.

B. If a regular employee is promoted to a higher classification, the employee shall serve a probationary period of six (6) months. If the promoted employee does not perform satisfactorily in the Employer's judgment, the employee shall be returned to the previous position. Satisfactory completion of the probationary period is at the discretion of the Employer and is not subject to the grievance procedure. Such promoted employees are covered by other terms of this Agreement during the probationary period.

C. When a promotion is being considered by the Employer to a higher job classification, the Employer will offer the promotion on the basis of seniority of qualified applicants; however, Employer can choose, in its discretion, after consultation with the Union, the most qualified from among the three most senior applicants. If the Employer determines that none of the three senior applicants are qualified, the Employer has the right to choose outside the department classification, as long as it's within the Union.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Discipline Defined: Disciplinary action shall include the following: written reprimand; suspension without pay with notice in writing; demotion or discharge. Oral warnings or other oral communications are not to be considered discipline and shall not be subject to the grievance procedure.

Disciplinary action may be imposed upon a non-probationary employee only for just cause which includes failing to fulfill responsibilities as an employee and off-duty conduct which directly relates to an employee's ability to satisfactorily perform the job. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 2. Due Process: In the event the Employer believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject them to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- d) At their request, the employee will be entitled to Union representation at the informal hearing.

Section 3. Just Cause Standards: For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

- c) The Employer must conduct a reasonable investigation;
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the Employer's operation;
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union from raising issues appropriate to defend employees in an arbitration setting.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Resolution Process: Any grievance which may arise between the parties over the application, meaning or interpretation of this Agreement shall first be brought to the attention of the employee's immediate supervisor via an informal discussion or informal email. If an informal discussion or email does not resolve the issue, the employee, within 15 business days of the employee's knowledge of the problem, shall give written notice to the Port Executive Director requesting a formal meeting with the employee's immediate supervisor and the Port Executive Director or his/her designee to discuss the dispute and attempt to resolve it. The formal meeting shall take place within 10 business days of the Port Executive Director's receipt of the request. If no resolution can be achieved, the employee or the Union shall, within 10 business days of the formal meeting, proceed as follows:

Step 1 – If an employee is unable to resolve a dispute as outlined during or before the formal meeting described above, the employee may file an official grievance with the Employer who shall distribute copies to the bargaining representative. The union reserves the right to cancel or withdraw a grievance on behalf of the employee at any time, including before the grievance is filed for any reason the union deems appropriate. Written notice of the cancel/withdraw should be provided to both the employee and Port Executive Director. The union may not file an official grievance on behalf of a member, and no member may a grievance on behalf of any other member.

The written grievance shall contain:

- a) A description and date of the circumstance that led up to or is the cause for the grievance;
- b) A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- c) The date and explanation of the attempt to resolve the problem with informal and formal meetings as outlined above; and
- d) A description of the remedy sought for resolution of the problem.

Step 2 – The Executive Director or his or her designee will consider the written grievance and shall meet with the employee and a representative of the Union within 10 business days of its submission in writing. Within 10 business days of meeting with the employee, the Executive Director or Acting Executive Director shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the above process fails to resolve the grievance and the employee decides to carry it further, the employee shall, within 10 business days of the Executive Director or Acting Executive Director's

written decision, notify the Executive Director or Acting Executive Director it is proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within 10 days of the receipt of the list of arbitrators, the parties will select an arbitrator from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. His decision shall be within the scope and terms of the Agreement and in writing. The arbitrator shall be asked to submit his award within 30 calendar days from the date of the hearing. His decision may also provide retroactivity to the original date of the Agreement.

Section 2. Costs: The Employer and the Union shall equally divide the arbitrator's fee.

Section 3. Time Limits: Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. In the event the Union or the grievant fails to comply with the above time limits, they shall be precluded from arbitrating the grievance. The grievant may pursue the grievance to the management team level and the decision of the management team shall be final and binding. Failure by the Employer to submit a reply within the specified time period shall allow the employee to move the grievance to the next step of the procedure. A grievance may be withdrawn at any time upon receipt of a signed statement from the employee.

ARTICLE 18 - STRIKE CLAUSE

Section 1. No Strike: The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, or other interference with Employer functions. Employees who engage in any of the foregoing actions, shall be subject to such disciplinary actions as may be determined by the Employer.

Section 2. No Lockout: The Employer agrees that while this agreement is in effect it will not lockout any of its employees.

Section 3. Good Faith Agreement: As an explicit condition hereof, the Union and the Employer are committed to observe this agreement in good faith. The Union commits its Members and/or non-members who enjoy the benefits of the collectively bargained agreement to observe this commitment without resort to gimmicks or subterfuge. The Employer gives the same guarantee of good faith observance on their part.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall become effective upon signing or as otherwise specified herein and shall remain in effect until June 30, 2027. Notwithstanding the foregoing, commencing May 1st, 2025 the parties agree to negotiate wages, benefits and other compensation for the contract years beginning June 30,

2025 and June 30, 2026 This Agreement shall be automatically renewed from year to year thereafter unless either party provides notice of intent to negotiate this Agreement not later than 60 days of the expiration date of the expiring year.

This Agreement is executed on this ____ day of _____, 2022, by the following parties:

For the Port of Astoria

For the ILWU Local #50

Todd Kanta

Rodney Watson

Appendix A

July 1, 2022 – June 30, 2023 5%

Job Classification	Union	Hours/Week	O/T Eligible	MINIMUM STEPS MAXIMUM				
				A	B	C	D	E
Maintenance	ILWU	40	Y	\$21.43	\$23.87	\$24.72	\$25.61	\$26.88
Senior Maintenance	ILWU	40	Y	\$28.98	\$29.53	\$30.08	\$30.68	\$33.87
Mechanic	ILWU	40	Y	\$22.45	\$23.58	\$24.77	\$25.99	\$27.29
Senior Mechanic	ILWU	40	Y	\$28.20	\$29.64	\$31.08	\$32.64	\$36.18
Dredge Captain	ILWU	40	Y	\$31.90	\$32.15	\$32.73	\$33.31	\$36.60
Crane Driver	ILWU	40	Y	\$29.53	\$31.10	\$31.68	\$32.22	\$37.22
Working Foreman	ILWU	40	Y	\$31.63	\$32.15	\$32.64	\$33.31	\$36.60
Marina Manager				n/a	n/a	n/a	\$33.31	\$36.06
Marina Assistant I				\$19.40	\$20.39	\$20.87	\$21.93	\$23.73
Marina Senior Maintenance				\$26.78	\$27.32	\$28.26	\$29.54	\$33.87
Boatyard Manager	ILWU	40	Y	n/a	n/a	n/a	\$33.31	\$36.06
Boatyard Assistant I	ILWU	40	Y	\$19.40	\$20.39	\$20.87	\$21.93	\$23.73
Boatyard Senior Maintenance	ILWU	40	Y	\$26.78	\$27.32	\$28.26	\$29.54	\$33.87
* A premium of \$3.00 per hour will be added to the above rates for dredging over water work and a premium of \$3.45 per hour will be added to the above rates for Leverman dredging over water work.								

July 1, 2023 – June 30, 2024 3%

Job Classification	Union	Hours/Week	O/T Eligible					
				MINIMUM	STEPS			MAXIMUM
				A	B	C	D	E
Maintenance	ILWU	40	Y	\$22.07	\$24.59	\$25.46	\$26.38	\$27.69
Senior Maintenance	ILWU	40	Y	\$29.85	\$30.42	\$30.98	\$31.60	\$34.89
Mechanic	ILWU	40	Y	\$23.12	\$24.29	\$25.51	\$26.77	\$28.11
Senior Mechanic	ILWU	40	Y	\$29.05	\$30.53	\$32.01	\$33.62	\$37.27
Dredge Captain	ILWU	40	Y	\$32.86	\$33.11	\$33.71	\$34.31	\$37.70
Crane Driver	ILWU	40	Y	\$30.42	\$32.03	\$32.63	\$33.19	\$38.34
Working Foreman	ILWU	40	Y	\$32.58	\$33.11	\$33.62	\$34.31	\$37.70
Marina Manager				n/a	n/a	n/a	\$34.31	\$37.14
Marina Assistant I				\$19.98	\$21.00	\$21.50	\$22.59	\$24.44
Marina Senior Maintenance				\$27.58	\$28.14	\$29.11	\$30.43	\$34.89
Boatyard Manager	ILWU	40	Y	n/a	n/a	n/a	\$34.31	\$37.14
Boatyard Assistant I	ILWU	40	Y	\$19.98	\$21.00	\$21.50	\$22.59	\$24.44
Boatyard Senior Maintenance	ILWU	40	Y	\$27.58	\$28.14	\$29.11	\$30.43	\$34.89
* A premium of \$3.00 per hour will be added to the above rates for dredging over water work and a premium of \$3.45 per hour will be added to the above rates for Leverman dredging over water work.								

July 1, 2024 – June 30, 2025 3%

Job Classification	Union	Hours/Week	O/T Eligible	MINIMUM STEPS MAXIMUM				
				A	B	C	D	E
Maintenance	ILWU	40	Y	\$22.74	\$25.32	\$26.23	\$27.17	\$28.52
Senior Maintenance	ILWU	40	Y	\$30.74	\$31.33	\$31.91	\$32.55	\$35.93
Mechanic	ILWU	40	Y	\$23.82	\$25.02	\$26.28	\$27.57	\$28.95
Senior Mechanic	ILWU	40	Y	\$29.92	\$31.45	\$32.97	\$34.63	\$38.38
Dredge Captain	ILWU	40	Y	\$33.84	\$34.11	\$34.72	\$35.34	\$38.83
Crane Driver	ILWU	40	Y	\$31.33	\$32.99	\$33.61	\$34.18	\$39.49
Working Foreman	ILWU	40	Y	\$33.56	\$34.11	\$34.63	\$35.34	\$38.83
Marina Manager				n/a	n/a	n/a	\$35.34	\$38.26
Marina Assistant I				\$20.58	\$21.63	\$22.14	\$23.27	\$25.18
Marina Senior Maintenance				\$28.41	\$28.98	\$29.98	\$31.34	\$35.93
Boatyard Manager	ILWU	40	Y	n/a	n/a	n/a	\$35.34	\$38.26
Boatyard Assistant I	ILWU	40	Y	\$20.58	\$21.63	\$22.14	\$23.27	\$25.18
Boatyard Senior Maintenance	ILWU	40	Y	\$28.41	\$28.98	\$29.98	\$31.34	\$35.93
* A premium of \$3.00 per hour will be added to the above rates for dredging over water work and a premium of \$3.45 per hour will be added to the above rates for Leverman dredging over water work.								

Appendix B

Sample of Vacation Accrual Schedule		
Based on a hypothetical date of hire of: 1/1/2000		
1	1/1/2001	2 weeks
2	1/1/2002	2 weeks
3	1/1/2003	2 weeks
4	1/1/2004	2 weeks
5	1/1/2005	2 weeks
6	1/1/2006	3 weeks
7	1/1/2007	3 weeks
8	1/1/2008	3 weeks
9	1/1/2009	3 weeks
10	1/1/2010	3 weeks
11	1/1/2011	4 weeks
12	1/1/2012	4 weeks
13	1/1/2013	4 weeks
14	1/1/2014	4 weeks
15	1/1/2015	4 weeks
16	1/1/2016	5 weeks
17	1/1/2017	5 weeks
18	1/1/2018	5 weeks
19	1/1/2019	5 weeks
20	1/1/2020	5 weeks
21	1/1/2021	6 weeks
and going forward		

ASTORIA REGATTA

— SINCE 1894 —

Sponsor the Regatta

Be Part of Regatta History!

The Astoria Regatta has survived two world wars, a devastating fire and previous pandemics. But it has taken generations of people like you to keep the Astoria Regatta a thriving part of our community. We need your help to make this year's Regatta the best possible!

Since 1894, the Astoria Regatta Festival has honored the maritime culture of the Columbia-Pacific region and the people who have shaped it. We are thrilled to be able to again celebrate this heritage with you, our friend and neighbor. The 2022 festival will be a memorable and fun-filled four days, but we can't do it without your support.



Marching band in the 1910 Astoria Regatta parade.

*Show Your Community Spirit
Sponsor the 2022 Astoria Regatta*

This August 10th to 13th tens of thousands of residents and visitors will gather to enjoy the Queen's Coronation, the Admiral's Reception, the Grand Land Parade, the Highwater Boat Parade, and more. But, what they may not realize is that the public festival is just the tip of the iceberg. This vital program provides college scholarships, leadership development, and community service opportunities for the young women who act as our region's ambassadors at events and activities in our community and beyond.

We need your help to bring the Astoria Regatta back in 2022 and to ensure that it continues to be a beloved community tradition for generations to come. Sponsoring the Astoria Regatta is a public declaration of your commitment to this community and its future.

I know you'll agree with me that the Astoria Regatta provides our community with valuable community traditions, tourist dollars, and growth opportunities for young people. Help bring the Astoria Regatta back in 2022 so that it continues to be a beloved community tradition for generations to come. As a sponsor of the Astoria Regatta, you are supporting a wonderful community tradition, providing invaluable opportunities for local youth, and garnering goodwill and brand recognition where you do business.

Please take a few moments to review this year's sponsorship opportunities. Support from sponsors and donors like you helps the festival and Regatta Court program continue to thrive and benefit our community for years to come.

Featuring a robust promotional program that begins in January and extends through the festival in August, sponsors will be able to reach thousands of locals and visitors with your message.

Sponsor Regatta

Sign up to be a sponsor of the Astoria Regatta soon to sponsor your favorite event! As a sponsor, thousands of potential customers will see your business associated with a beloved festival.

Stand out as the *Premier Sponsor* for top billing in all Grand Land Parade materials as "Premier Sponsor" of Regatta's signature event.

Continue the tradition as a *Chinook* sponsor and "Co-Sponsor" the Admiral's Reception, Queen's Coronation, or the Highwater Boat Parade.

Show your community spirit as a *Sockeye* sponsor and choose to be a "General Supporter" of The Gathering or the Highwater Boat Parade.

Sponsorship Levels & Benefits

	Premier	Chinook	Sockeye	Coho	Supporter
	\$5,000	\$2,500	\$1,000	\$500	\$250
“Presented By” designation throughout	<input type="checkbox"/>				
<u>Court appearance at business</u>	<input type="checkbox"/>				
Custom banner in Regatta Square	<input type="checkbox"/>				
Logo in event programs	<input type="checkbox"/>	<input type="checkbox"/>			
<u>Event sponsorship</u>	Premier	Co-sponsor	General Supporter		
Logo & link on sponsored events webpages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Premium position for your float in Grand Land Parade	<input type="checkbox"/>	<input type="checkbox"/>			
Logo on Regatta Float	<input type="checkbox"/>	<input type="checkbox"/>			
VIP seats on one of the lead boats in the Boat Parade	6	4	2		
Social media mentions	10	5	2	1	
Logo included on the “Thank You to Our Sponsors” banner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Link on AstoriaRegatta.org	logo	logo	logo	logo	logo
Tickets to the Admiral’s Reception	10	8	6	4	2

RESOLUTION
NO. 2022-05

**RESOLUTION TO ADOPT SUPPLEMENTAL BUDGET
FOR FISCAL YEAR 2021-22**

WHEREAS, the Port of Astoria adopted a budget for the fiscal year 2021-22 through resolution 2021-03, and

WHEREAS the original adopted budget for Materials and Services for the fiscal year 2021-22 was \$3,444,948, and

WHEREAS the Port of Astoria Finance Department has determined that increased fuel prices have had the following effects on the to-date and projected budget:

- Fuel costs for July 1 through April 30 have exceeded budget estimates by \$305,500. For the month of April, fuel costs of sales were at 237% of budget. Projected fuel costs are estimated to exceed budgeted amounts by roughly \$372,150.
- Fuel sales for July 1 through April 30 have exceeded budget estimates by roughly \$430,000. For the month of April, fuel sales were at 200% of budget. Projected fuel sales income is estimated to exceed budgeted amounts by roughly \$490,800.

WHEREAS the Port of Astoria is limited in their spending authority by the total adopted budget for Materials & Services, and a supplemental budget is necessary to appropriate additional funds to Materials and Services in the amount of \$372,150, the entirety of which will be matched by increases to fuel sales revenues, now therefore

BE IT RESOLVED THAT THE Board of Commissioners for the Port of Astoria hereby adopts a supplemental budget for the 2021-2022 fiscal year as shown in Exhibit A and as stated below:

General Fund

Materials & Services	3,444,948
Materials & Services	3,817,098

Adopted this 14th day of June, 2022 by the Port of Astoria Commission.

Frank Spence, President
Board of Commissioners

Dirk Rohne, Secretary
Board of Commissioners

**RESOLUTION 2022-05 EXHIBIT A
FY2021-22 BUDGET AS AMENDED**

FORM
LB-20

**RESOURCES
General Fund**

Port of Astoria

(Fund)

(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2021/22			
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
1		1,042,830	822,380	1 Net working capital*	1,023,639	1,023,639	1,023,639	1
2		198,811	559,296	2 Transfer in from Special Revenue Fund	139,458	139,458	139,458	2
3				3 OTHER RESOURCES				3
4				4 Administration				4
5	665	0	0	5 Other Rebilled	0	0	0	5
6	30,484	83,173	20,000	6 Other Income	80,000	80,000	80,000	6
7	753,307	766,318	783,439	7 Property Tax Revenues-Genl Fund	841,048	841,048	841,048	7
8	35,183	35,773	35,000	8 Other County Revenues	39,500	39,500	39,500	8
9	2,823	3,185	2,400	9 Interest Income	2,500	2,500	2,500	9
10	0	39,697	0	10 Grant Revenue	0	0	0	10
11				11 Security				11
12	1,500	350	1,500	12 Equipment Rentals	1,500	1,500	1,500	12
13	98,313	45,840	45,500	13 Security Labor Rebilled	50,000	50,000	50,000	13
14	2,153	0	91,005	14 Grant Revenue	0	0	0	14
15				15 Waterfront West				15
16	836,577	508,697	854,358	16 Dockage	760,000	760,000	760,000	16
17	231,433	59,288	0	17 Wharfage	0	0	0	17
18	120,653	27,742	0	18 Service/Facility Charges	0	0	0	18
19	18,697	13,344	24,000	19 Flowage Fees	40,000	40,000	40,000	19
20	0	370,800	450,000	20 Harbor Fee on Passing Vessels	380,000	380,000	380,000	20
21	2,078,519	2,272,711	1,589,310	21 Lease & Rental Income	1,175,269	1,175,269	1,175,269	21
22	3,912	6,610	8,400	22 Storage Rental Income	4,000	4,000	4,000	22
23	28,663	29,620	36,400	23 Equipment Rentals	44,000	44,000	44,000	23
24	349,704	390,388	352,000	24 Boat Haulout	390,000	390,000	390,000	24
25	898,793	746,495	920,000	25 Utilities Rebilled	827,000	827,000	827,000	25
26	10,893	22,185	24,000	26 Labor Rebilled	24,000	24,000	24,000	26
27	409,416	241,824	159,300	27 Longshore Labor Rebilled	117,000	117,000	117,000	27
28	2,700	2,700	0	28 Telephone Rebilled	0	0	0	28
29	11,418	5,297	11,900	29 Security Labor Rebilled	8,500	8,500	8,500	29
30	131,761	116,535	115,300	30 Other Rebilled	65,120	65,120	65,120	30
31	219,181	95,495	348,941	31 Cruise Ship Rebill Bundle	222,000	222,000	222,000	31
32	198,736	43,173	9,000	32 Other Income	5,000	5,000	5,000	32
33	205,532	4,780	157,220	33 Grant Revenue	490,172	490,172	490,172	33

RESOURCES
General Fund

(Fund)

Port of Astoria

(Name of Municipal Corporation)

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2021/22				
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2018/19	First Preceding Year 2019/20							
34	3,694	7,907	5,500	34	Interest Income	5,000	5,000	5,000	34
35				35	Waterfront East				35
36	0	17,010	0	36	Dockage	0	0	0	36
37	198,924	153,051	151,825	37	Lease & Rental Income	120,965	120,965	120,965	37
38	1,000	330	1,000	38	Storage Rental Income	1,000	1,000	1,000	38
39	158,485	139,647	152,000	39	Lease Income - % Revenues	176,287	176,287	176,287	39
40	1,200	0	1,000	40	Equipment Rentals	1,000	1,000	1,000	40
41	530,231	502,940	478,000	41	Moorage	530,000	530,000	530,000	41
42	13,439	11,742	14,000	42	Marina Other	11,480	11,480	11,480	42
43	4,921	7,090	5,500	43	Ticket Revenues	8,500	8,500	8,500	43
44	92,580	79,030	100,000	44	Marina Parking	85,000	85,000	85,000	44
45	144,493	136,502	138,000	45	Utilities Rebilled	116,760	116,760	116,760	45
46	498	0	0	46	Labor Rebilled	0	0	0	46
47	31,387	16,187	33,820	47	DSL Lease Rebilled	18,000	18,000	18,000	47
48	18,024	9,456	13,510	48	Other Rebilled	1,500	1,500	1,500	48
49	294,430	313,640	207,150	49	Marina Gas Sales	300,000	300,000	429,350	49
50	140,025	103,575	124,266	50	Marina Diesel Sales	125,000	125,000	234,500	50
51	225	835	5,000	51	Other Income	1,200	1,200	1,200	51
52	8,605	12,159	8,000	52	Finance Charges	10,800	10,800	10,800	52
53	12,900	0	135,091	53	Grant Revenue	1,491,810	1,491,810	1,491,810	53
54	115	1,228	500	54	Interest Income	500	500	500	54
55				55	Airport				55
56	488,853	661,185	566,600	56	Lease & Rental Income	638,704	638,704	638,704	56
57	201	591	1,200	57	Storage Rental Income	1,200	1,200	1,200	57
58	50,753	46,059	47,000	58	Utilities Rebilled	48,000	48,000	48,000	58
59	3,153	2,159	300	59	Other Rebilled	1,500	1,500	1,500	59
60	80,121	86,446	85,505	60	Airport Fuel Sales - Av Gas	90,000	90,000	94,500	60
61	473,093	344,643	378,035	61	Airport Fuel Sales - Jet A	375,000	375,000	622,350	61
62	4,064	3,454	4,125	62	Other Income	3,800	3,800	3,800	62
63	51	0	0	63	Finance Charges	0	0	0	63
64	371,599	3,619,727	6,530,736	64	Grant Revenue	2,696,352	2,696,352	2,696,352	64
65	0	1,216	0	65	Interest Income	250	250	250	65
66	9,808,077	13,451,470	16,608,312	66	TOTAL RESOURCES	13,589,314	13,589,314	14,080,014	66

150-504-020 (rev 10-16)

*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

REQUIREMENTS SUMMARY

ALLOCATED AND NON-ALLOCATED REQUIREMENTS

FORM

LB-30

General Fund

Port of Astoria

(Fund)

(Name of Municipal Corporation)

	Historical Data			REQUIREMENTS DESCRIPTION	Budget for Next Year 2021/22			
	Actual		Adopted Budget This Year Year 2020/21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018/19	First Preceding Year 2019/20						
1				1 PERSONNEL SERVICES				1
2	2,878,419	2,701,439	2,834,569	2 Personnel Services	2,879,677	2,879,677	2,879,677	2
3				3				3
4				4				4
5	2,878,419	2,701,439	2,834,569	5 TOTAL PERSONNEL SERVICES	2,879,677	2,879,677	2,879,677	5
6			27.0	6 Total Full-Time Equivalent (FTE)	27.2	27.2	27.2	6
7				7 MATERIALS AND SERVICES				7
8	4,360,558	3,484,663	3,831,797	8 Materials and Services	3,444,948	3,444,948	3,817,098	8
9				9				9
10				10				10
11	4,360,558	3,484,663	3,831,797	11 TOTAL MATERIALS AND SERVICES	3,444,948	3,444,948	3,817,098	11
12				12 CAPITAL OUTLAY				12
13	1,377,615	4,399,980	8,641,294	13 Capital Outlay	6,881,192	6,881,192	6,881,192	13
14				14				14
15				15				15
16	1,377,615	4,399,980	8,641,294	16 TOTAL CAPITAL OUTLAY	6,881,192	6,881,192	6,881,192	16
17				17 DEBT SERVICE				17
18	1,575,344	1,592,922	478,272	18 Debt Service	315,000	315,000	315,000	18
20				20				20
21	1,575,344	1,592,922	478,272	21 TOTAL DEBT SERVICE	315,000	315,000	315,000	21
22				22 Ending Balance (Prior Years)				22
23			822,380	23 Unappropriated Ending Fund Balance (UEFB)	68,497	68,497	187,047	23
24	10,191,936	12,179,004	16,608,312	24 TOTAL REQUIREMENTS	13,589,314	13,589,314	14,080,014	24

150-504-030 (Rev 11-18)



RESOLUTION
NO. 2022-06

RESOLUTION TO ADOPT THE BUDGET & MAKE APPROPRIATIONS
FOR THE FISCAL YEAR 2022-2023

BE IT RESOLVED that the Board of Directors of the Port of Astoria hereby adopts the budget for the fiscal year 2022-2023 in the total of \$14,134,432 now on file at the Port of Astoria, 422 Gateway Avenue, Suite 100, Astoria OR 97103.

General Fund

Personnel Services	\$2,820,490	
Materials & Services	4,481,685	
Capital Outlay	3,959,368	
Debt Service	<u>1,610,664</u>	
Total		\$12,872,207

Special Revenue Fund

Interfund Transfers	<u>\$ 198,811</u>	
Total		\$ 198,811

Total Appropriations, All Funds **\$ 13,071,018**

Total Unappropriated and Reserve Amounts, All Funds \$ 1,063,413

TOTAL ADOPTED BUDGET **\$ 14,134,432**

Adopted this 14th day of June, 2022 by the Port of Astoria Commission.

Frank Spence, President
Board of Commissioners

Dirk Rohne, Secretary
Board of Commissioners

RESOLUTION
NO. 2022-07

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 2022-2023 upon the assessed value of all taxable property within the district.

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

Adopted this 14th day of June, 2022 by the Port of Astoria Commission.

Frank Spence, President
Board of Commissioners

Dirk Rohne, Secretary
Board of Commissioners