

Board of Commissioners

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Workshop Session

February 20, 2024 at 4:00 PM
10 Pier 1, Suite 209

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Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT:
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. 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.
6. ADVISORY:
 - a. Boatyard Master Plan Update 3
7. ACTION:
 - a. Georgia-Pacific SIP Application 31
 - b. AVH Consulting, LLC – Professional Services Contract 40
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES:
 - a. Workshop Session – March 19, 2024 at 4:00 PM
11. ADJOURN

Please Note:

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

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



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

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Technical Memorandum

To: Matt McGrath, Port of Astoria
 From: Garrett Augustyn, MFA
 Re: Port of Astoria Pier 3 Boatyard Background Memo
 Date: November 10, 2023
 Project No.: M0475.02.019

Introduction and Key Findings

The Port of Astoria (Port) recently completed a Boatyard Feasibility Study that demonstrated clear justification for the expansion of services, infrastructure, and footprint at the Port’s Pier 3 Boatyard (Boatyard). The Port engaged Maul Foster & Alongi, Inc. (MFA) to develop a master plan that will bolster the financial health of the Boatyard and support the development of Port infrastructure to better serve vessel owners in the region. This memo analyzes existing conditions including infrastructure and utilities, existing plans, public outreach, and code and policy framework, then identifies existing opportunities and constraints with respect to physical and economic characteristics of the Boatyard. Table 1 summarizes key findings and implications for Boatyard master planning.

Table 1. Key Findings and Implications for the Boatyard Master Plan

Section	Findings
Infrastructure & Site Conditions	<ul style="list-style-type: none"> • Existing power and sanitary sewer utilities are lacking and may not accommodate future development at the Boatyard. • Repairs to the east dock, the bulkhead, and storage area pavement on the north side of the Boatyard may be required prior to, or during development of the Boatyard. • There is a lack of geotechnical and environmental information available regarding the conditions in dredge spoil piles.
Market / Economics	<ul style="list-style-type: none"> • The Boatyard is geographically well-positioned to capture vessel maintenance projects from all over the West Coast. • Recreational boating and commercial fishing have significant economic impacts in the area and create a market for future Boatyard developments. • There is an increase in boatyard and haulout activity in Clatsop County which indicates future demand for the Boatyard. • The majority (51 percent) of existing Boatyard users are recreational power or sailboat users. The Boatyard can strategically invest in amenities for this type of boat user to maximize market capture.

Section	Findings
Plans & Regulations	<ul style="list-style-type: none"> • Traffic caused by the mixed-use developments envisioned in the Waterfront Master Plan may interfere with future Boatyard activity. • Most elements of the Boatyard and East Basin Plan (feasibility study) preferred alternative are supported by the advisory group besides maintenance of the existing 88 metric ton lift. • Zoning and comprehensive planning documents support Boatyard improvements and activity considered in the current master planning process. • In-water work required by any projects recommended in this plan will trigger the requirement for environmental permits - the time and cost of which must be incorporated early into the project schedule and scope. • Future developments within the 100-year floodplain will be required to adhere to specific development standards that will make development more expensive.
Community and Advisory Group Outreach	<ul style="list-style-type: none"> • There is strong support among Boatyard users for a higher capacity lift and work buildings at the Port. • The community of local vendors and suppliers will lease space and contribute to future Boatyard buildings. • The Boatyard is losing business it may otherwise attract if it contained a larger capacity lift and work buildings. • Work buildings or shelters and more accessible and adequate power sources could significantly improve efficiency and job times for vendors and vessel owners

Study Area

The Study Area is the Port’s existing Boatyard located on Pier 3, the westernmost of three Port-owned piers situated on the Columbia River (see Figure 1). The 16-acre Boatyard includes a haulout facility, bulkheads, dredge spoil piles, the east dock, and a DSL leased parcel containing a stormwater facility and riverwalk (See Figure 2). The Boatyard is currently used for haulout, maintenance, and storage. Services offered include an 88-ton travel lift, long-term boat and trailer parking, upland vessel storage, short-term vessel project areas (powered), and equipment rental. The Boatyard is a do-it-yourself (DIY) facility where Port staff operate the Travelift and washdown, but vessel owners and vendors perform the maintenance and repair work. Other elements of the existing Boatyard include the following:

- Fifty boat stations with electricity
- A washdown pad
- A drive-out service pier, accessed via a single trestle, that can be used to move supplies on and off vessels. This pier is currently limited due to cabling for fishing vessels and does not have the capacity to adequately serve vessels.

Infrastructure

The following sections provide background information and data on the current state of the Boatyard and supporting infrastructure based on CAD data, GIS maps, and a site visit on August 16, 2023. The Boatyard is orientated at an angle relative to the cardinal points and extends in a northwest direction into the Columbia River. For purposes of this document, the northwest section of Pier 3 will be referred to as the northern section, while the southeast section be deemed the southern section.

Utilities

The Boatyard contains both operational and abandoned utilities (see Figure 1). The abandoned utilities are located in the southeast section, adjacent to Portway Drive. The abandoned utilities include water and sanitary sewer lines that were part of a former Port warehouse building (Former Building) that was present on the site during the mid-20th century (Port GIS 2023).

The operational utilities at the Boatyard include the following:

Water Mains: The water mains are located on the northeast and southeast sections of the Boatyard. Approximately 2,600 linear feet of ductile iron water mains ranging from 6 to 10 inches in diameter supply potable water to existing facilities and boat stations, as measured from the Port of Astoria GIS webmap (Port GIS 2023).

Electrical Conduit: The conduit lines are located on the southwest and southeast sections of the Boatyard. Approximately 1,300 linear feet of electrical conduit house the electrical lines that provide electricity to 50 boat stations (Port GIS 2023).

Stormwater Pipe: The stormwater conveyance system for the Boatyard is located throughout the paved areas of the Boatyard.

The stormwater conveyance system consists of approximately 2,800 linear feet of gravity fed pipe ranging from 12 to 30 inches in diameter, 1,500 linear feet of pressurized 16-inch HDPE pipe, multiple catch basins and manholes, and a lift station (Port GIS 2023).

The stormwater conveyance system transports stormwater runoff from paved areas of the Boatyard to a stormwater treatment facility (The Stormwater Facility, see the Stormwater Facility section of this report).

The pressurized stormwater pipe and approximately 800 linear feet of gravity stormwater pipe were added to the site in 2016 as part of a Tier 2 stormwater improvement project. The 2016 updates allow the stormwater conveyance system to safely handle a 2-year, 24-hour storm event.

Haulout Facility

The Pier 3 haulout facility is located on the southeast section of the site (see Figure 2).

The haulout facility includes an 88 metric-ton (MT) lift, haulout piers consisting of concrete-filled steel piles topped with continuous concrete pile caps to hold the 88 MT lift, and a designated boat wash facility with supporting infrastructure located adjacent to the haulout piers (Port 2022a).

The haulout facility is designed to transfer vessels with maximum beams of 26 feet from Slip 2 to the designated boat wash facility before the vessel is transported to a workspace for storage/repair. The haulout facility was constructed in 2004 and 2005.

Pier 3 East Dock

The Pier 3 east dock is located just north of the haulout facility and runs in-water along the east side of Pier 3 (see Figure 2).

The Pier 3 east dock was once 90-feet wide and 1,400 feet long, but only a 25-foot wide by 300-foot section of the dock remains in operation (Port GIS 2023). The wood piles from the removed sections of the east dock remain in place, though most of the dock is in poor condition. The east dock can be

accessed from the Boatyard by either a small walkway located along the south side of the dock, or a larger gangway located on the north side of the dock.

A small portion on the north end of the east dock currently services vessels in need of minor in-water repairs, maintenance, or cabling.

Bulkhead and Dredge Spoils

Bulkhead: The Pier 3 bulkhead is located along the entire eastern side, as well as a shorter section on the northern side, of Pier 3 – the latter being the remains of what was once a barge slip (see Figure 2).

The bulkhead is made of timber planks that are believed to be held together with steel rods and is designed to prevent erosion of Pier 3 from wave action. Large sections of the bulkhead located north of the east dock have collapsed, whereas the bulkhead section located south of the east dock remains intact. No visual inspection was made of the bulkhead located on the northern side of Pier 3.

Dredge Spoils: Dredge spoil piles are located on the northern and southwestern sections of Pier 3. The pile in the northern section is approximately 1.7 acres in area and 9 feet in height and the southwestern pile is 1.25 acres in area and averages approximately 10 feet in height (see Figure 2).

The dredge spoils are from sediment removal operations around Port property. As of 2023, no sampling data can be found for the dredge spoil pile. Approximately 1,600 cubic yards of dredge spoils are in the organized piles.

Storage Areas

The Boatyard has storage space located throughout the paved and gravel surface areas of the site (see Figure 2).

Storage space is located on approximately 13 acres of paved surface and approximately 1 acre of gravel surface. 50 marked boat stations are located on the paved surface along with an unknown number of additional unmarked boat stations. The gravel surface includes a limited number of workshop spaces in the form of containers. There is a lack of fencing around the entire property.

The paved portion of Pier 3 began servicing vessels between 2004 and 2005. About half of the paved portion of Pier 3 was leased to a logging company for lumber storage between 2011 and 2019. After 2019, the paved portion of Pier 3 that was once used for lumber storage has mainly remained empty, with a small portion being used for long term vessel storage.

Stormwater Facility

The Stormwater Facility is located on the southwest section of the Boatyard (see Figure 2).

The Stormwater Facility was constructed in 2016 and consists of a 0.4-acre forebay, a 0.7-acre settling pond, four parallel vegetated swales that are 14 feet in width and 340 feet in length, and supporting manholes and pipes that convey treated stormwater to a site outfall located on the west side of Pier 3.

Stormwater enters the forebay inlet from a pressurized pipe, where sediment is separated from the stormwater. The sediment settles at the bottom of the forebay, while the stormwater discharges from the forebay into the treatment pond, where additional settling occurs. Upon additional settling, the stormwater discharges through oyster mat shell filters before entering a series of biofiltration swales.

After percolating through the biofiltration swales, the treated stormwater enters a conveyance system that transports the stormwater to an outfall located on the west side of Pier 3, where it discharges into the Columbia River. This process cleans the stormwater and removes surface-based contamination.

DSL Leased Property & Riverwalk

A public park is located on a parcel that runs along the west side of the Boatyard (see Figure 2).

The parcel is 10.41 acres in size and includes a 7,000 square foot paved parking lot with 10 parking stalls, along with 1,300 feet of paved pedestrian trails extending along the western shoreline of Pier 3. The Stormwater Facility is also located within the parcel.

The parcel was leased by the Port from the Department of State Lands (DSL) in 2006 and is currently in the 17th year of a 20-year lease agreement with DSL.

Market Analysis

BST Associates and PBS Engineering and Environmental authored the Port of Astoria Boatyard and East Basin Plan (feasibility study) to inform future development decisions at the Boatyard (Port 2022a). The plan includes a preliminary buildout plan for recommended site improvements for cost estimating purposes, and preliminary development cost estimates based on stakeholder outreach, a market analysis, and an analysis of both commercial and recreational boating activities. The plan alternatives consider construction and improvement of Boatyard elements including an environmental building (to protect vessels from the elements), additional dock space, covered workshop/storage space, a restroom building, and boat lifts with capacities ranging from the existing 88 MTs to 500 MTs.

Boatyard Trends and Potential Market

The Boatyard increased in activity between 2017 and 2021 and reached its all-time peak in 2021 with 228 haulouts. The revenue generated from the Boatyard increased by an average 8.1 percent per year between 2011 and 2021 and the operating cost only increased by an average of 4 percent annually during the same period. In 2021, recreational power boats brought in the most revenue (39 percent) among Boatyard users, followed by commercial fishing boats (32 percent), recreational sailboats (19 percent), and other users (10 percent). The Boatyard faces a disadvantage to competition that can serve boats requiring greater lift capacity.

Commercial Fishing Trends

The commercial fishing industry is concentrated in a few ports across the state, one of which is Astoria (Port 2022a). Market analysis of commercial fishing trends reveals that the total number of commercial fishing boats in Oregon, Washington, and Alaska have declined over recent decades. The Astoria Port commercial fishing group (consisting of Astoria/Hammond) generates an economic impact in the region amounting to 1,440 jobs and \$697 million in total output annually.

Recreational Boating Trends

The recreational boating fleet has also experienced a decline in numbers over the past two decades (Port 2022a). This decline in the recreational fleet, however, is made up mostly of smaller boats. The number of large boats has increased at the Port over the past two decades. Clatsop County had more boating activity than any other region in the state in the third quarter of 2017 (Port 2022a). Recreational fishing is a major driver of recreational boating. The local economic impact of the Buoy 10 recreational salmon fishery, a major driver of recreational boat use in Astoria, was \$7.8 million in

2021. Businesses that service recreational boats generated an estimated output of \$297 million and 1,051 jobs in 2020.

Recommendations

The feasibility study recommends maintaining use of the existing 88 MT lift and providing support facilities such as an environmental work building upgraded electrical infrastructure, a restroom, service pier, and a storage/workshop space. The feasibility study found that increasing the size of the lift would currently be financially infeasible due to the cost of support infrastructure and recommends upgrades to or replacement of the existing lift pier and lift with a new lift of with the same capacity. The feasibility study recommends implementing a 300 MT lift if the Port chooses to add a larger lift and has the resources for lift infrastructure improvements in the future.

Plans and Regulations

This section summarizes the relevant plans, zoning code, and policy that may influence the development of the Boatyard Master Plan.

Port of Astoria Waterfront Master Plan

The 2022 Waterfront Master Plan provides a roadmap for investment and development for the Pier 1 study area, a Port owned industrial waterfront site along the Columbia River approximately 0.2 miles east of the Boatyard study area (Port 2022b). The Pier 1 study area currently consists of the west Mooring Basin, Bornstein Seafoods Facility, the Astoria Riverwalk Inn, The Red Building, The Cannery Pier Hotel, and the Chinook Building (Port 2022b). The plan provides strategies for attracting new industrial and commercial development with emphasis on the working waterfront and connection to marine heritage. The plan identifies the aging population of the area, lack of affordable housing for workers, and low-income levels as the main economic considerations for redevelopment. The following goals are provided as criteria for successful implementation of the framework plan (Port 2022b):

- Strengthen Astoria's working waterfront with a mix of uses and ongoing private investment.
- Make a place for Astorians.
- Establish long-term community support.
- Contribute to the financial stability and prosperity of the Port, City, and region.
- Support living wage jobs.
- Establish an enduring framework plan that is flexible to new opportunities and resilient to changing economic conditions.

The Master Plan envisions a mixed-use development at the Pier 1 waterfront site that would include industrial, hotel, market, and public uses as well as transportation improvements to roadways, pedestrian paths, and the waterfront trolley. The impacts of pedestrian and vehicle traffic generated by future Pier 1 developments on future Boatyard use should be considered during the Boatyard Master planning development.

Zoning

The study area is located in the Marine Industrial Shorelands zone, which has been implemented by the City of Astoria to "manage shorelands in urban and urbanizable areas especially suited for water-

dependent uses and to protect these shorelands for water-dependent industrial, commercial and recreational use” (Astoria Development Code Section 2.650).

Marine Industrial Shorelands (S1)

Land uses that are either permitted outright or allowed and conditionally in the S1 Zone are shown in Table 3, below.

Table 3. Marine Industrial Shoreland Permitted Uses

Permitted Outright	Conditionally Permitted
<ul style="list-style-type: none"> • Water-dependent industrial use • Water-dependent commercial use • Water-dependent recreational facilities, including boat ramp, dock, moorage and marina for commercial and recreational marine craft. • Other water-dependent commercial and recreational uses • Shoreline stabilization. • Navigational aide • Temporary dike for emergency flood protection limited to 60 days, subject to State and Federal regulations. • Water-related commercial and industrial use • Transportation facilities. 	<ul style="list-style-type: none"> • Retail trade facility for the sale of products such as ice, bait, tackle, charts, gasoline or other products incidental to, or used in conjunction with a water-dependent use. • Eating and drinking establishment which provides a view of the waterfront, and which is in conjunction with a water-dependent use such as a marina or seafood processing plant. • Water-related recreational use. • Aquaculture facility. • on-water-dependent and non-water-related use which is accessory to and in conjunction with permitted water-dependent and water-related use. • Non-water dependent and non-water related uses may be located in existing, under-utilized buildings provided the use does not preclude future water-dependent or water related uses.

Source: Astoria Development Code Sections 2.655-2.600

The following development standards and procedural requirements are relevant to the development considered under the Boatyard Master Plan (Astoria Development Code Section 2.665):

- Water-dependent recreation and water-dependent commercial uses shall be located so as not to interfere with water-dependent marine industrial uses of areas.
- There shall be no height limitation for structures sited within the Marine Industrial Shorelands Zone.
- Accessory structures in the Marine Industrial Shorelands Zone are limited in size to a maximum of ten percent of the lot or parcel size.
- All uses shall comply with applicable lighting standards in Section 3.128.
- All uses shall comply with the requirements of Section 3.215 for outdoor storage areas.

Urban Renewal District (Astor-West)

The study area is located in the Astor-West Urban Renewable district which allows for the use of Tax Incremental Financing (TIF) for financing improvements.

Comprehensive Plan

The City of Astoria Comprehensive Plan provides a framework to guide specific land use regulations and development patterns throughout the City. This is accomplished by adopting land use policies specific to various natural, built, and social environments, consistent with state-wide planning goals. As this document relates to the study area, The City of Astoria has adopted policies and regulations

specifically for development that may occur in the City of Astoria's estuarian and shoreland environments. These policies and regulations are contained in Comprehensive Plan sections 130-186 (Aquatic and Shoreland). While this document outlines allowed uses and other development considerations, it should be noted that pertinent regulations increase in specificity when codified in the municipal code; therefore, allowed uses and development standards should be taken from the municipal code and the Comprehensive Plan should only be referenced as needed to demonstrate on a policy scale that specific uses or plans for development of the study area are allowed.

According to the City of Astoria Comprehensive Plan section 165, the study area is regulated by policies and standards contained in the Port of Astoria Subarea Plan. This plan includes shorelands and aquatic areas around the Port of Astoria piers, along with the rest of the City's waterfront. Policies contained in this plan that may be relevant to development in the study area include the following:

- Comprehensive Plan 165(G)(2) - The 10-acre aquatic development parcel west of Pier 3 may be developed as part of a specific proposal to fully utilize the filled area inclusive of slip 2, the 2.1-acre fill, Pier 3, and the existing filled area adjacent to Pier 3.
- Comprehensive Plan 165(G)(3) - The 10-acre aquatic development area shall be developed using piling to the maximum extent feasible.
- Comprehensive Plan 165(G)(4) - Filling shall only be allowed for water-dependent uses. Specific proposals for the extent of fill or pile in the area west of Pier 3 must be justified at the time of permit application, specifically addressing physical and biological effects on the area west of Pier 3.

While filling of the aquatic area adjacent to Pier 3 isn't specifically in the master plan, it is worth noting that the City of Astoria has considered an allowance for this type of development action in the event that future redevelopment determines the need for additional land necessary for port operations.

In-Water Development Regulations

The master plan does not currently propose work below the Mean Higher High Water Mark (otherwise considered as in-water work) of the Columbia River; however, this section will briefly discuss the regulatory environment applicable to in-water work in the event that in-water work becomes necessary to support buildout of the development aspects contained in the master plan, or to accommodate future development plans.

In-water work is regulated at all three levels of government – federal (Section 10 and 404 of the Clean Water Act [CWA]), state – Oregon Department of State Lands and Oregon Department of Environmental Quality, and local – City of Astoria. Federal regulations are administered by the United States Army Corps of Engineers (the USACE). The USACE has strict permitting requirements for any structure (Section 10 CWA) or discharge of fill material (Section 404 CWA) that is placed in-water. The permitting process is led by the USACE, who will coordinate with other federal and state agencies (U.S. Fish and Wildlife Service, National Marine Fisheries Service, Oregon State Historic Preservation Office, Local Tribes, etc.) to ensure that in-water development would not impact aquatic resources, historic or cultural artifacts, or disrupt a Tribes usual and accustomed use of the shoreline. The permitting process required by the USACE can be lengthy, and oftentimes exceed well over a year for review.

State agencies will also review the permitting package prepared for the USACE. This package is collectively referred to as a Joint Permit Application. The state agencies will review the package for compliance with state-level regulations for the protection of ecological function and value of shorelines. Often, the primary difference in expectation between the regulations of federal government and state government is the best management practices proposed during construction to protect aquatic environments and life, and mitigation measures proposed to offset any detrimental impact to the environment or aquatic species. The challenge here is that the state agencies typically require intensive best management practices and mitigation measures, so developing construction practices and a mitigation plan that meets both federal and state requirements should be a key goal for expedited permit review when preparing the permit application packages. While the federal permitting pathway typically has the longest prevailing review time, the state follows close behind with permit review times often ranging from 9-12 months.

The City regulations are those discussed in the section above. The Marine Industrial Shorelands zone in which the study area is located allows in-water work either outright or conditionally. The in-water work permitting process at the local level is typically much quicker as the federal and state agencies review the project for potential impacts to aquatic species and habitats, which is the primary issue for in-water work. The city will review for compliance with development standards, which is typically a streamlined process that can be completed (land use review) in 4-6 months.

Floodplain Development

According to FEMA flood insurance rate map, panels 41007C0228E and 41007C0236E, and City of Astoria online GIS mapping, portions of the study area are within Zone AE (100-year floodplain) where there is a base flood elevation of 12 feet North American Vertical Datum of 1988 (NAVD 88). Please see Figure 4 for the areas of 100-year floodplain that intersect with the study area.

Development in the 100-year floodplain is regulated at the local level by the City of Astoria. All proposed structures and development activities at or below elevation 12 feet NAVD 88 would be subject to regulation under City of Astoria Development Code, Article 14: Flood Hazard Overlay Zone (14.520-14.545). These regulations include special requirements for all development activities, such as anchoring all substantial improvements to minimize impacts from floodwaters, use of certain building materials that are waterproof, restrictions on the type of subgrade improvements that are allowed, etc. The City of Astoria will review a development proposal's compliance with these floodplain regulations under a flood zone permit application.

Community Outreach

BST conducted outreach as a part of the Boatyard and East Basin Plan. Feedback was sought from over 30 stakeholders including vessel owners, service providers, Port staff, Port Commissioners, and others to determine the main characteristics and needs of the Boatyard. Based on stakeholder feedback, key characteristics and considerations of the Boatyard include the Boatyard as an important community and commercial asset, the importance of the Boatyard to facilitation of service providers, the need for buildings to shelter vessels from the elements, the size limitations of the existing lift, and the importance of fiscal responsibility in Port decision making and investments.

An online survey was conducted as a part of the Boatyard and East Basin Plan outreach process. The respondents of the survey include owners of commercial fishing boats, owners of recreational power and sail boats, fishing guides, and other boat owners. Responses determine existing Boatyard customers use the Boatyard mainly because of convenience and proximity, not because of the accessibility and quality of services offered. The survey also reflects the existing Boatyard users'

desire for covered boat storage and larger lifts at the Boatyard. Additional survey responses reflect a need for improved security and a concern for cost increase as a result of improvements made at the Boatyard.

Advisory Group Feedback

The Port established an advisory group of key Boatyard stakeholders to participate in the current Boatyard master planning process. The advisory group includes commercial fishermen, service vendors, boat suppliers, and a yacht broker. Six of the advisory group members were interviewed and asked a series of questions related to the existing conditions and future use of the Boatyard. This section summarizes the feedback collected during the advisory group outreach process. The questions posed to advisory group interviewees are included as an attachment.

Both recreational and commercial boaters have several options for boat storage and servicing along the West Coast. Advisory group members generally consider the Boatyard's location and convenience of access as its main appeal. Some advisory group members also consider the do-it-yourself (DIY) character and access to local small-business vendors as key benefits for existing users. Existing commercial and recreational boaters of the advisory group enjoy the proximity of Englund Marine for readily available boat materials. Local vendors and suppliers have the opportunity and capacity to grow with future Port investments.

Members of the advisory group recognize Boatyard drawbacks including insufficient lift capacity, lack of adequate infrastructure, and inconsistency of Port direction. Several advisory group members believe the Port is losing crucial business to other West Coast Port's such as Port Townsend, Reedsport, Newport, Ilwaco, Toledo, Port Angeles, Blaine, Bellingham, and others with larger lift and storage capacity. Existing vendors and boat owners are limited in their ability to complete repair and maintenance work including sand blasting, washing, and painting due to the lack of shelter from year-round windy conditions. Existing users also state the lack of access to power sources with adequate voltage for tool operation as a drawback of the existing Boatyard. Advisory group members view some shifts in Port leadership, goals, and vision as an impediment to cohesive progress for Boatyard development. Table 2 summarizes advisory group feedback related to opportunities and constraints of the existing Boatyard and recommendations for future boatyard planning and development.

Table 2. Summary of Advisory Group Feedback

Opportunities	Constraints	Recommendations
<ul style="list-style-type: none"> • Convenience and ease of access • Support for local vendors, small and local businesses, and do-it yourself boat maintenance • Good and long-standing relationship with the Port • Existing lift capacity suits needs • Affordability 	<ul style="list-style-type: none"> • Lack of lift capacity • Lack of boat shelter, storage, and workspace • Lack adequate vendors/staff to satisfy service needs • Lack of vendor workspace, offices, and storage • Shortage of access to adequate power supply for both vendors and DIY maintenance • Inconsistency of Port commission direction • Lack of safety measures for vendors (fire suppression hoses and eye wash) 	<ul style="list-style-type: none"> • Increase lift capacity to capture more of the West Coast market. • Build a boat storage and maintenance facility. • Build a facility to host vendor workspaces, storage space, and offices so that more work can be done in the winter. • Create a one-stop-shop: hire a boatyard management company to run all services, supplies, and vending. • Increase marketing for services and new investments.

Summary of Opportunities and Constraints

Opportunities

Site

The site is well positioned for convenient access to commercial and recreational boaters living in the region. DIY boat maintenance and small service vendors are an attraction and keep the cost down for Boatyard customers. Port customers have ready access to supplies from Englund Marine, across the street from the Boatyard.

The Boatyard has a flat, paved and graveled surface with flexibility for various future development options. Existing stormwater and potable water infrastructure are adequate to serve new development at the Boatyard. The lease to the Department of State lands ends in three years, providing an opportunity to expand future development and activities at the Boatyard.

Economics

Recreational and commercial boat users have a significant and growing economic impact on the Port and City of Astoria, The Port is well-positioned to build on marine economic development through its investments at the Boatyard and to capture more of the West Coast regional business. This growth would support local businesses such as existing Boatyard vendors, Englund Marine, and others.

Policy

The Port’s vision for the Boatyard aligns with the allowed uses under zoning law and comprehensive planning in the study area. The feasibility study conducted in the Boatyard and East Basin Plan shows that most investments in infrastructure at the Port are in demand and financially feasible. The Port can utilize TIF to finance future Boatyard projects because it is in the Astor-West Urban Renewal district.

Constraints

Site

The Boatyard requires infrastructure investment to accommodate future Boatyard development. The Boatyard will require improvements to sanitary sewer and electrical utilities. The timber use in the north part of the storage area left pavement in poor condition. The bulkhead requires repair and will continue leading to erosion until repairs are made. The dredge spoils at the Boatyard have not yet been characterized for environmental contamination or geotechnical integrity. The cost of removal of dredge spoils and magnitude of liability to the Port are contingent on the characterization of the dredge material.

Most existing vendors do not have adequate shelter to conduct work during poor weather conditions. Many West Coast boat users opt to use other boatyards because of the Boatyard's lack of lift capacity and storage and maintenance facilities. Some boat users are not even aware of the Boatyard because of its lack of marketing.

Economics

The decrease in fleet size, especially in the number of small vessels, will mean there are fewer boats to utilize the Port's lower-capacity travel lift. The growing number of larger boats in commercial and recreational fleets will require storage and service at boatyards with larger lift capacity. The Port is in favor of developing larger lift capacity, but the Boatyard and East Basin Plan found that increasing the capacity of the lift by any amount is currently financially infeasible.

Policy

Any future in-water work will require extensive and lengthy federal and state permitting processes through Section 10 and Section 404 of the CWA and Joint Permit Applications. Development in the Boatyard will also be subject to floodplain management regulations which will influence building standards and development costs.

Attachments

References

Limitations

Figures

Advisory Group Interview Questions

References

Port. 2022a. *Port of Astoria Boatyard and East Basin Plan*. Port of Astoria. Astoria, Oregon. September 2.

Port. 2022b. *Port of Astoria Waterfront Master Plan*. Port of Astoria & City of Astoria. Astoria, Oregon. March.

Port GIS. 2023. *Port of Astoria 2023*. (n.d.). map. Retrieved October 5, 2023, from <https://gis.cartomation.com/portofastoria/gis/> .

Limitations

The services undertaken in completing this technical memorandum were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This technical memorandum is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.



Opinions and recommendations contained in this technical memorandum apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this technical memorandum.

Figures





Legend

-  Site Boundary
-  Tax Lot

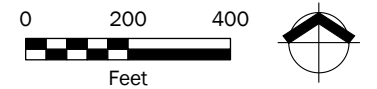
Data Sources
 Aerial photograph obtained from the State of Oregon (2022); tax lot data obtained from Clatsop County (2023).

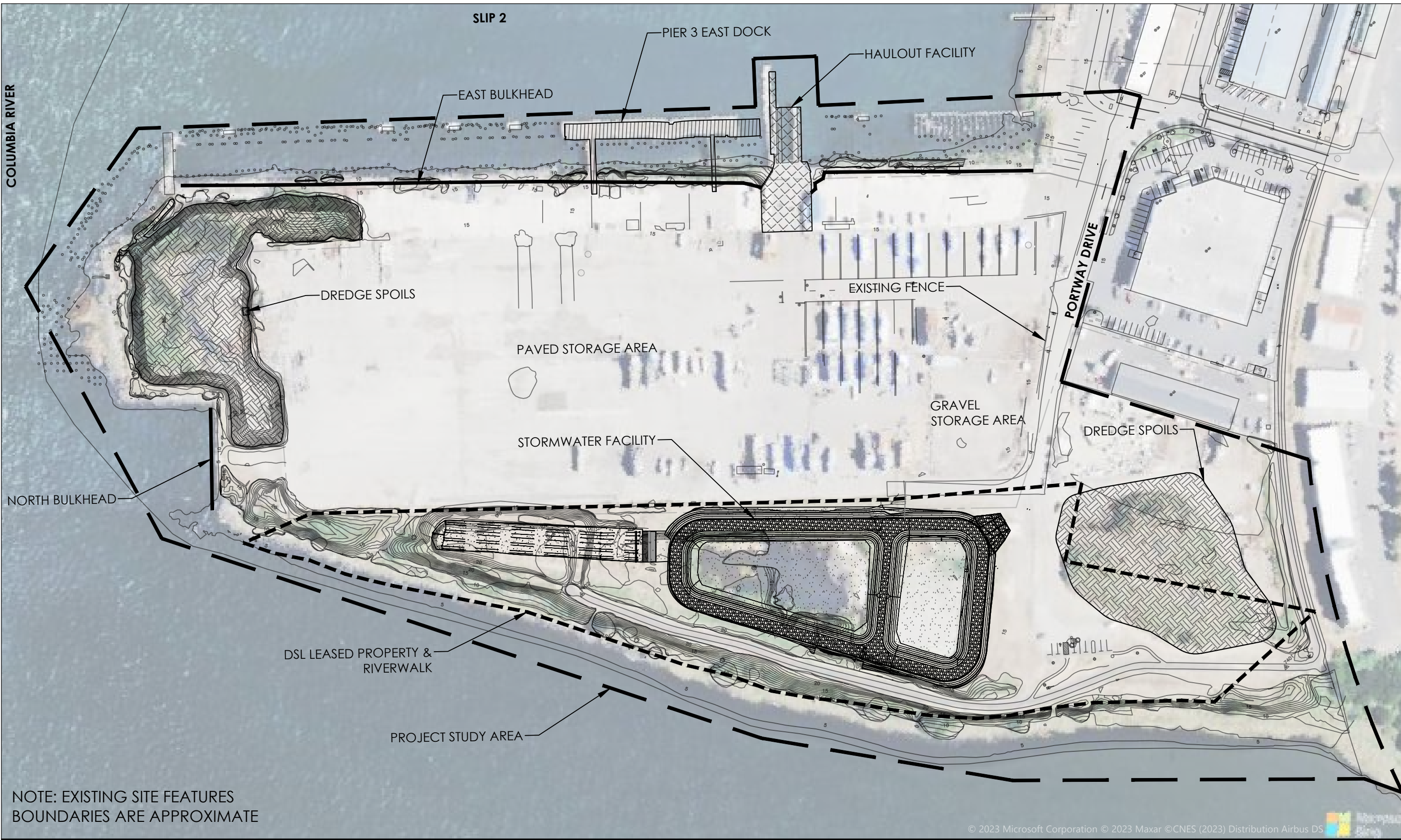


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Figure 1
Context Map

Port of Astoria
 Pier 3 Master Plan
 Astoria, OR



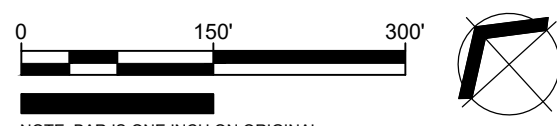


NOTE: EXISTING SITE FEATURES BOUNDARIES ARE APPROXIMATE

© 2023 Microsoft Corporation © 2023 Maxar © CNES (2023) Distribution Airbus DS

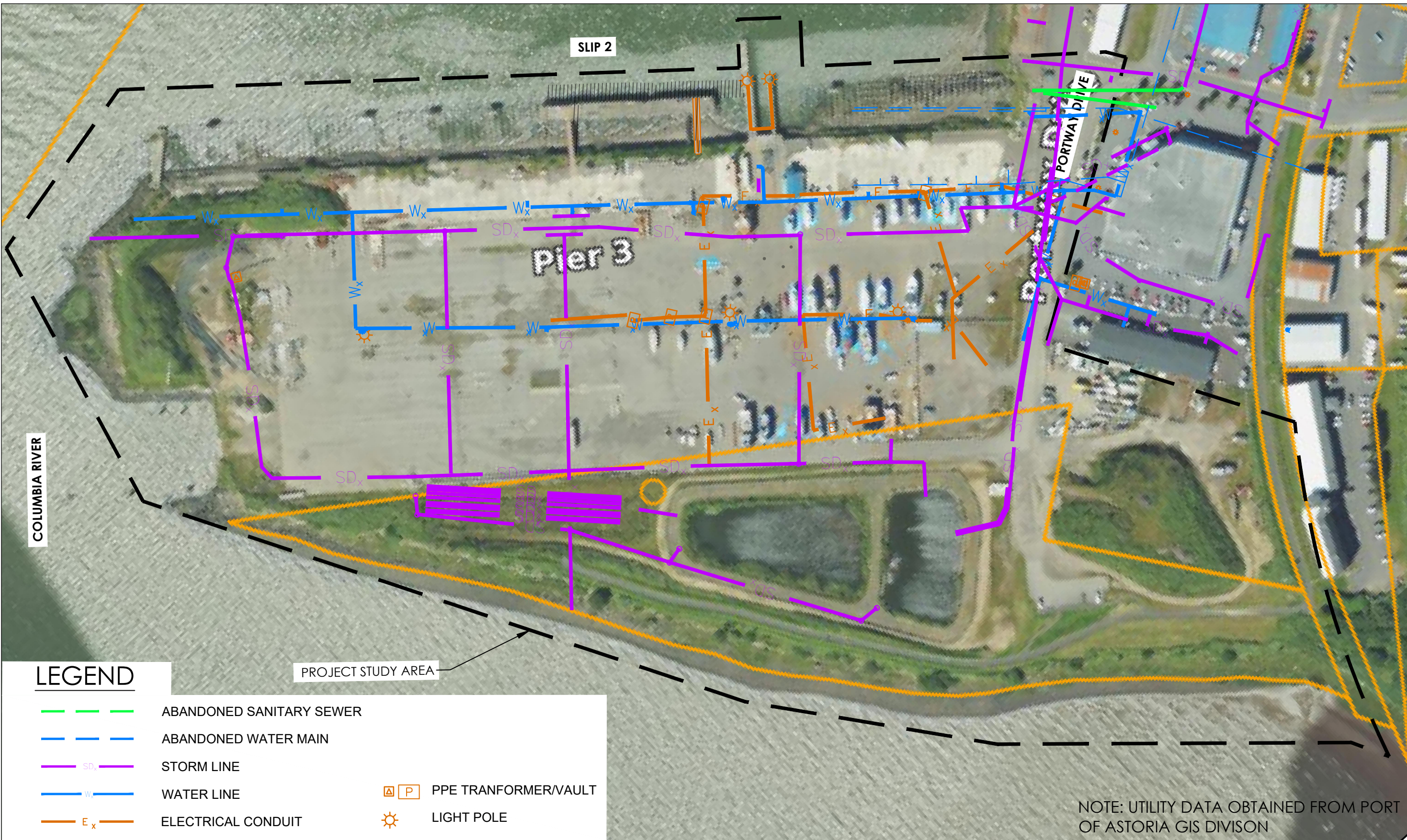


This figure prepared as supplemental visual information only and should not be used for construction purposes. Only plan sheets approved, stamped and signed by a registered professional engineer in the state of governing jurisdiction shall be used for construction. Additionally, only plans approved by the applicable governing jurisdiction(s) shall be used for final construction unless otherwise expressly noted in writing by the engineer of record.



NOTE: BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.

Figure 2
Existing Site Features
Port of Astoria Pier 3 Master Plan Project
Astoria, Oregon



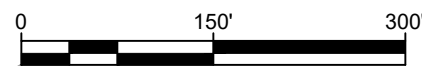
LEGEND

- ABANDONED SANITARY SEWER
- ABANDONED WATER MAIN
- SD_x STORM LINE
- W_x WATER LINE
- E_x ELECTRICAL CONDUIT
- P PPE TRANSFORMER/VAULT
- ☀ LIGHT POLE

NOTE: UTILITY DATA OBTAINED FROM PORT OF ASTORIA GIS DIVISION

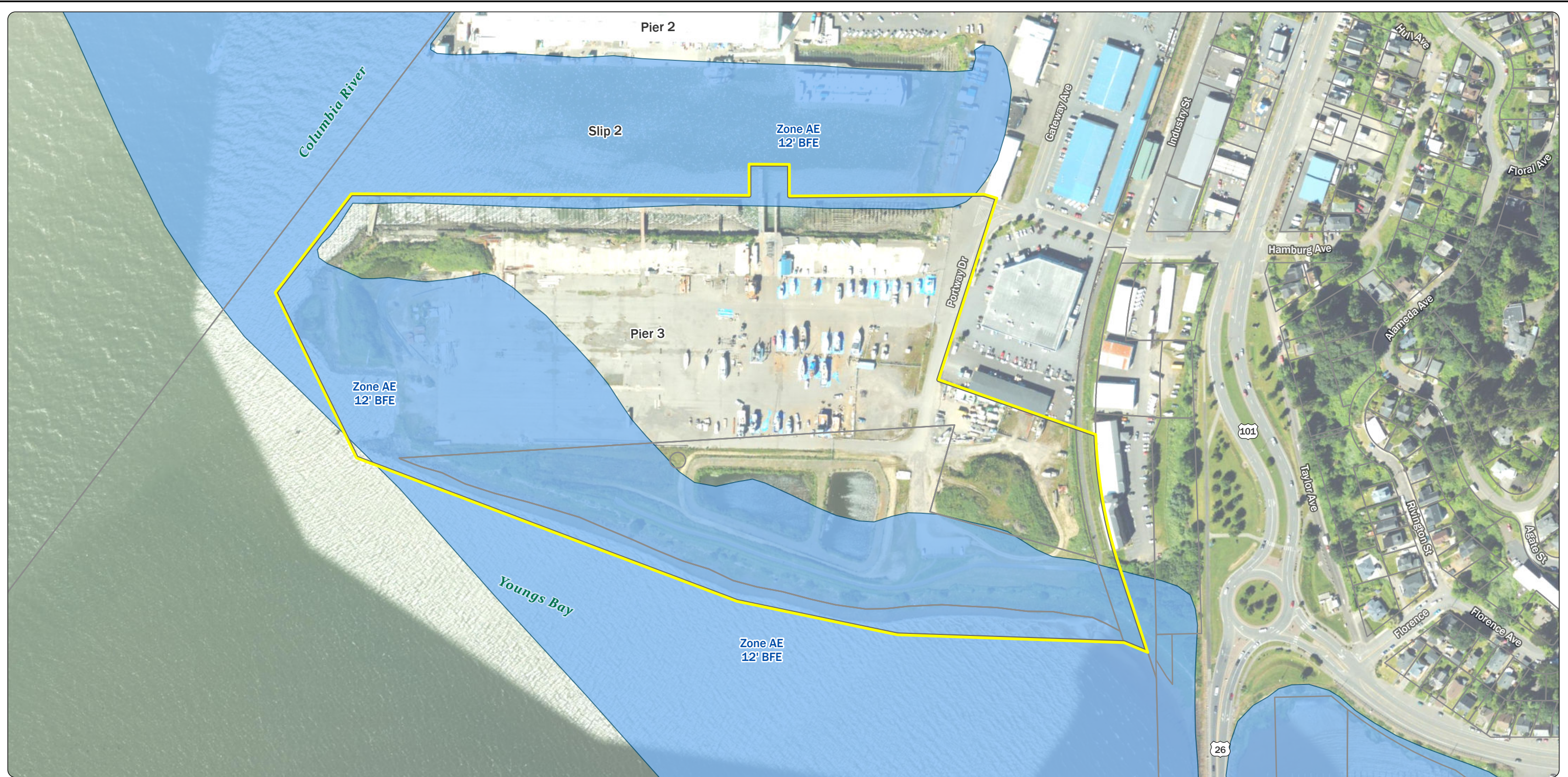


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Figure 3
Existing Utilities Map
 Port of Astoria Pier 3 Master Plan Project
 Astoria, Oregon



Notes
 Flood elevations are relative to the North American Vertical Datum of 1988.
 BFE = base flood elevation.
 FEMA = Federal Emergency Management Agency.

Data Sources
 Flood zones obtained from the FEMA (effective 3/17/2010); aerial photograph obtained from the State of Oregon (2022); tax lot data obtained from Clatsop County (2023).

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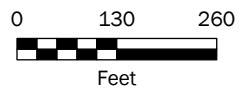
- Legend**
-  Site Boundary
 -  Tax Lot
 -  FEMA 100-Year Flood Zone

Figure 4
FEMA Flood Zones
 Port of Astoria
 Pier 3 Master Plan
 Astoria, OR



Attachment

Advisory Group Interview Questions



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Advisory Group Interview Questions

1. What type of Boatyard user are you? (commercial, recreational, service etc.?)
2. What are the primary reasons that you use this Port/Marina?
3. For commercial vessel owners: how many trips/off-loads do you conduct per season?
4. What existing services do you like at the Boatyard? What missing services would you like to see at the Boatyard?
5. What additional buildings or infrastructure would benefit Boatyard users?
6. Would the lack of electrical hook-ups at a Boatyard force you to use an alternate boatyard?
7. If you own a vessel that the existing lift cannot handle, where do you have your vessel hauled out?
8. Would you use Pier 3 to haul out your [larger] vessel if the Port had a larger lift? If not, why?
9. What are the greatest opportunities at the boatyard? What are the greatest constraints?

Port of Astoria Boatyard Master Plan – Community Engagement Plan



Background

The Port of Astoria recently completed a Boatyard Feasibility Study that demonstrated the need for expansion of services, infrastructure, and footprint at the port's Pier 3 Boatyard. The port is now developing a visionary Boatyard Master Plan and accompanying implementation strategy. In addition to being grounded in data, the plan and implementation strategy must be aspirational and guided and broadly supported by boatyard users, local businesses, and other interested parties. The process should also reinforce the port's role as a service and infrastructure provider and economic driver for Astoria, Clatsop County, and the broader region.

This community engagement plan provides the goals, messaging, tools, and timing necessary for the Port of Astoria to engage its primary audiences and elicit relevant perspectives to inform future investments in the Boatyard and how those investments should be carried out. It also provides a framework to share information with general audiences to help ensure transparency and responsiveness. The plan is a living document, meant to guide communications and adapt as the project progresses and needs shift.

Goals

- Actively engage and involve boatyard users and other key interested parties.
- Receive robust, well-informed input on future port investments.
- Provide information when contacted by general audiences, including neighbors, other port tenants, and the news media.
- Develop a boatyard master plan that aligns with market realities, user needs, and port capabilities, and evaluates and expands on findings provided by BST Associates' Feasibility Study.

Port of Astoria Boatyard Master Plan – Community Engagement Plan



Key messages

- The Port of Astoria seeks to generate economic growth and prosperity in a safe and environmentally responsible manner for its citizen through the creation of family wage jobs and prudent management of its assets.
- The Port has been thoughtfully working through the process to evaluate, prioritize, and program improvements to its Pier 3 Boatyard. This process has included robust outreach and input from boatyard users, local businesses, and our community.
- The current phase of this process is development of a Boatyard Master Plan and implementation plan. We expect this phase will take about five months and be complete in January 2024.
- During this phase, we'll be collaborating closely with a Boatyard Advisory Group that consists of commercial fishermen, vendors, suppliers, Columbia Bar Pilots, and brokers. These group members were also involved in the Boatyard Feasibility Study, and this provides continuity of input.
- We are also committed to sharing information with other interested parties and our community. You can learn more about this process at www.portofastoria.com and by attending Port Commission meetings and workshops, where staff and consultants will share updates. Commission meetings are held on the first and third Tuesdays of each month.

Audiences

- Boatyard Advisory Group
- Commercial and recreational boaters
- Boatyard vendors and service providers

Port of Astoria Boatyard Master Plan – Community Engagement Plan



- Astoria residents
- Port tenants, staff, and Commissioners
- Port neighbors: residents and downtown businesses
- Local and regional news media

Boatyard Advisory Group

Name	Role/business	Email	Phone
Russel Mead	Vendor	russell@cascadeyachtworks.com	503-440-0233
Paul Purpura	Vendor		971-704-4363
Rob Seitz	Commercial fisherman	roblseitz@gmail.com	503-440-1896
Mike Haggren	Commercial fisherman	mhaggren@mail.com	360-303-6936
Kurt Englund	Supplier	kenglund@englundmarine.com	503-325-4341
Brian Junes	Fleet Manager, Columbia Bar Pilots	brian.junes@columbiariverbarpilots.com	503-791-6609
Jason Whitaker	Yacht broker	jason@wsyachtbrokers.com	971-244-2667

Delivering communications – Tools, timing, and roles

Timing	Audience	Event/milestone	Tactics
Oct. 16	Port staff and Commission	Finalize and share Community Engagement Plan	<ul style="list-style-type: none"> • Internal communications
Oct. 17	All	Commission workshop	<ul style="list-style-type: none"> • Staff/consultants provide update
Oct. 18	All	Info on website goes live	<ul style="list-style-type: none"> • Process overview • Background documents

Port of Astoria Boatyard Master Plan – Community Engagement Plan



			<ul style="list-style-type: none"> • How to learn more and provide input • General update on process
Oct. 18	Community, key interested parties	Email or e-newsletter Social media post Media relations	
Oct. 20	Advisory Group	Individual interviews complete	<ul style="list-style-type: none"> • Phone calls
Oct. 25	Advisory Group	Vision charette	<ul style="list-style-type: none"> • Host charette • Gather input • Answer questions
Nov. 7	All	Commission meeting	
Nov. 20	Advisory Group	Virtual meeting	<ul style="list-style-type: none"> • Share update • Check assumptions and gather feedback • Answer questions
Nov. 21	All	Commission workshop	<ul style="list-style-type: none"> • Staff/consultants provide update on concept development
Nov. 22	Community, key interested parties	Email or e-newsletter Social media post Media relations	<ul style="list-style-type: none"> • General update on process
Dec. 5	All	Commission meeting	
Dec. 13	Advisory Group	Virtual meeting re: Preferred Alternative	<ul style="list-style-type: none"> • Share update • Check assumptions and gather feedback • Answer questions
Dec. 19	All	Commission workshop	<ul style="list-style-type: none"> • Update on Preferred Alternative, draft plan • Answer questions

Port of Astoria Boatyard Master Plan – Community Engagement Plan



Dec. 20	Community, key interested parties	Email or e-newsletter Social media post Media relations	<ul style="list-style-type: none"> • General update on process
Jan. 2, 2024	All	Commission meeting	
Jan. 16	All	Commission workshop	<ul style="list-style-type: none"> • Update on draft plan process
Feb. 1	Advisory Group	Email	<ul style="list-style-type: none"> • Update on draft plan process, including presentation at Feb. 6 meeting
Feb. 1	Community, key interested parties	Email or e-newsletter Social media post Media relations	<ul style="list-style-type: none"> • Update on draft plan process, including presentation at Feb. 6 meeting
Feb. 6	All	Commission meeting	<ul style="list-style-type: none"> • Present draft plan • Answer questions
Feb. 6	All	Website	<ul style="list-style-type: none"> • Draft plan available for public review
Feb. 20	All	Commission workshop	
March 5	All	Commission meeting	<ul style="list-style-type: none"> • Final plan considered for adoption
March 6	Advisory Group	Email	<ul style="list-style-type: none"> • Announce and share final plan • Thank group for participation
March 6	Community, key interested parties	Email or e-newsletter Social media post Media relations	<ul style="list-style-type: none"> • Announce and share final plan

Port of Astoria Boatyard Master Plan – Community Engagement Plan



Measuring success

Some of the tactics included in this plan can be measured with numbers and some are more qualitative. Best practices for public agencies typically use a “web first” approach, where content is first posted to the port’s website, and other platforms drive traffic to the site. These analytics will be a useful way to gauge our engagement efforts and will help inform future tactics.

Tool	Metrics	Goals
Web page	Page views/time on page	Port-typical stats
E-newsletters	Openings/clicks	Industry standards for government: <ul style="list-style-type: none">• 28.77% open rate• 3.99% click rate
Organic Facebook posts	Engagement	Average is 0.07% engagement rate
Media relations	Media coverage	Accurate and balanced



CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 410

Astoria, Oregon 97103

An Equal Opportunity Employer

OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Clatsop County, a political subdivision of the State of Oregon (County), the Port of Astoria (Port), Georgia-Pacific Wauna LLC. (“Georgia-Pacific”), hereby enter into this Oregon Strategic Investment Program Agreement (“SIP Agreement”) regarding operations at Georgia-Pacific’s mill located at 92326 Taylorville Road, Clatskanie, Oregon (the “Wauna Mill”) effective as of the date of the last signature below (the “Effective Date”).

WITNESSETH:

Whereas, the Oregon Legislature has established the Strategic Investment Program (hereafter “SIP”) to promote industrial competitiveness and to improve employment in the area where projects are to be located. (See ORS 307.123 and ORS 285C.600 – 285C.635); and

Whereas, the SIP encourages local governments to enter into agreements with trade-sector industries to attract and retain long-term investments and employment; and

Whereas, Georgia-Pacific owns and operates a paper manufacturing facility and other associated facilities and structures at the Wauna Mill and intends to improve and maintain such operations at the Wauna Mill with a capital cost of at least \$40 million (subject to adjustment based on the Consumer Price Index per ORS 285C.606), thereby qualifying such improvement as a SIP, which the County and Port recommends for acceptance; and

Whereas, the County and Port have negotiated this SIP Agreement with the Company, the Company have provided the County with a copy of their SIP application (the “SIP Application”), the SIP Application has been drafted, and following the mutual execution of this SIP Agreement, the Company will submit a final SIP Application to the Oregon Business Development Department (OBDD); and

Whereas, Georgia-Pacific and its affiliates have previously made significant investments in the County that have contributed to long-term investment and employment in the County; and

Whereas, the County and the Port have entered into negotiations with Georgia-Pacific to develop this SIP Agreement (the “Agreement”), and Georgia-Pacific will submit a final SIP application to the OBDD for consideration by the Oregon Business Development Commission (“OBDC”) after the parties have fulfilled their requirements under State law. It is the intent of this

SIP Agreement to provide the competitive tax structure for Georgia-Pacific to engage in improving and maintaining its paper-making facilities in Oregon and to contribute to the local community's quality of life; and

Whereas, the County and Port along with Georgia-Pacific have provided public information and an opportunity for public input regarding the SIP generally and the SIP Application specifically, including a formal public hearing on this SIP Agreement held by the County on February 28, 2024, and a public meeting by the Port on February 20, 2024; and

Whereas, this Agreement provides the terms and conditions under which the County and Port agrees to recommend to the OBDC that the SIP application be approved and tax abatement be granted for the Project, as defined below, in exchange for performance by Georgia-Pacific of the obligations herein;

Now therefore, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

1. Project Definition and Scope.

1.1 The "Project" for purposes of this SIP Agreement and the SIP, shall include all capital investments made by the Company, or any affiliate, in the County between April 1, 2024 and April 1, 2026, including, but not limited to the following, specific capital investments:

- a. The Project will rebuild an end-of-life machine (No.1 Paper Machine) and upgrade it with modern paper machine technology, including related infrastructure and facility improvements.
- b. Real property, machinery and equipment, fixtures and personal property installed on, at or in the Wauna Mill land, buildings or structures, which are placed in service on or after the date of this Agreement.
- c. Should Georgia-Pacific or their affiliates make additional investments within the investment time frame, the parties anticipate including them under this SIP Agreement.
- d. Georgia-Pacific may add to or subtract from the property that constitutes the Project, consistent with this section, including but not limited to major repairs, replacements, modernization, renovations or remodeling, and shall report any such additional or subtracted property during the term of this Agreement on its annual property tax return filed with the Oregon Department of Revenue, a copy of which shall be provided to the County.

1.2 The Project shall exclude: (a) any capital investments outside the boundaries of the County, and (b) any expenditure deemed not to constitute a component of an "eligible project" pursuant to the administrative rules of the OBDD.

2. SIP Exemption Period. Consistent with ORS 307.123(2)(c).

2.1 The "SIP Exemption Period" starts with the property tax year (July 1 to June 30), in which:

- 2.1.1 As of the immediately preceding June 30, the project is certified for occupancy for purposes of commercial operation, has otherwise commenced commercial operation, or may no longer be exempt under ORS 307.330; and
 - 2.1.2 The Project has a real market value equal to or exceeding \$40 million on the January 1 assessment date thereof.
 - 2.2 The “SIP Exemption Period” ends at the end of the 14th successive property tax year after the year described in Section 2.1
 - 2.3 As used above in this provision, “commercial operation” means that the Project is fully capable of manufacturing a product otherwise suitable for sale. Georgia-Pacific shall deliver to the County and the Port a notice of commencement of commercial operation within 30 days of commercial operation and such notice shall state the date of commencement of commercial operation.
3. **Conditions Precedent.** The obligations of the parties as set forth herein arise solely on account of, and depend entirely upon, the following:
- 3.1 Georgia-Pacific’s completion of development of the Project such that the Project is in regular commercial operation throughout the term of this Agreement;
 - 3.2 Determination by the OBDD or its designee that the Project as defined herein is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules; and
 - 3.3 Georgia-Pacific’s ability to reduce its property tax liability on the Project under ORS 307.123.

4. **Exemption, Company Payments, and Related Obligations.**

4.1 Ad Valorem Property Taxes

Subject to normal and customary procedures of property tax invoicing, payment and collection, including but not limited to rights of appeal, Georgia-Pacific shall pay property taxes as levied and imposed by the County on the assessed value of a portion of the property comprising the Project, as provided in ORS 307.123(2)(a), for which the real market value equals \$40 million in the first tax year of the SIP Exemption Period and annually increases by three percent with each subsequent year of the SIP Exemption Period. It is understood and agreed by the parties that the payment of property taxes as set in the first tax year of the SIP Exemption Period shall be a floor for property taxes paid during the Exemption Period, except as may be adjusted by destruction of property not caused by Georgia-Pacific (e.g. natural disaster). If replacement with exempt property results in property taxes less than the floor, the Community Service Fee (“CSF”) shall be increased in an amount to meet the floor payment (property taxes plus increased CSF equals floor payment). The remainder of the property comprising the Project shall be exempt from *ad valorem* taxation during the period of this Agreement.

4.2 Community Service Fee (“CSF”)

For each year of the SIP Exemption Period, as provided by ORS 285C.609(4)(b), Georgia-Pacific shall pay to the County a CSF, in an amount equal to the lesser of: i) \$3,000,000 (subject to adjustment based on the Consumer Price Index per ORS 285C.609), or ii) twenty five percent (25%) of the property taxes saved by Georgia-Pacific in the current property tax year as a result of SIP assessment and exemption under ORS 307.123. Each year, no later than January 1st of each year, the County shall provide Georgia-Pacific with a statement describing its calculations and the CSF due under this Paragraph, and Georgia-Pacific shall pay such amount to the County within 30 days of receipt of such statement. Georgia-Pacific may challenge the determination as reflected in the statement as provided in this Agreement

- 4.2.1 Community Impact Fee (“CIF”). For each year of the SIP Exemption Period, Georgia Pacific shall pay County in an amount equal to five percent (5%) of the property taxes saved by Georgia-Pacific in the current property tax year as a result of SIP assessment and exemption under ORS 307.123. Of this five percent (5%), the County shall distribute; to Clatskanie Rural Fire District two percent (2%), to Clatsop County Rural Law Enforcement District two percent (2%) and to Westport Rural Fire District one percent (1%).

Each year, no later than January 1st of each year, the County shall provide Georgia-Pacific with a statement describing its calculations and the CIF due under this Paragraph, and Georgia-Pacific shall pay such amount within 30 days of receipt of such statement. Georgia-Pacific may challenge the determination as reflected in the statement as provided in this Agreement.

- 4.3 First-Source Agreement. Before submitting its SIP application, Georgia-Pacific shall enter into a first-source hiring agreement with the State of Oregon, Employment Department (acting as the contact agency for local publicly funded job training providers) in substantially the form required pursuant to OAR chapter 123, division 070.
- 4.4 Job Fair. Georgia-Pacific shall hold a job fair after placing a timely announcement of the job fair through WorkSource Oregon as required by ORS 285C.606.
- 4.5 SIP Application. Georgia-Pacific has submitted a SIP application to the OBDC, which will be considered for State approval, pursuant to the execution of this Agreement and the discharge of obligation by the County described in Sections 5.1, 5.2 and 5.3.

5. County’ Obligations.

- 5.1 As part of executing this Agreement, the Clatsop County Board of County Commissioners shall hold a public hearing and take official action at a regular or duly called special meeting by affirmative vote of a majority of its members, to request that the OBDC determine that the real and personal property constituting the Project be granted exemption from ad valorem property taxation for the SIP Exemption Period in fulfillment of ORS 285C.609.

- 5.2 The County shall provide Georgia-Pacific with documentation of its official action and of the public hearing conducted prior to execution of this Agreement for inclusion with the SIP application submitted to OBDD.
 - 5.3 The County shall enter into an agreement among itself, the Port and other local taxing districts, but not involving or affecting the interests of Georgia-Pacific, to govern distribution of collected CSF moneys, as required under ORS 285C.609(6).
 - 5.4 The County shall be solely responsible for distribution of the CSF and CIF, including the payment of any portion due or payable to any other organization.
 - 5.5 After Georgia-Pacific has discharged its duty to pay the CSF and CIF as set forth in Section 4.2, the County shall indemnify and hold Georgia-Pacific harmless from any liability or obligation arising from the funds and their distribution or use.
 - 5.6 Neither the County nor the Port shall impose or request any additional requirements on Georgia-Pacific in connection with the SIP, except as expressed in this Agreement.
- 6. Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:
- 6.1 Cooperate with the OBDD/OBDC, the Department of Revenue or the Clatsop County Assessor, as necessary and appropriate to secure authorization and receipt of SIP assessment and exemption of Project property.
 - 6.2 Coordinate with each other and initiate such steps as may, from time to time, be prudent or necessary with the Department of Revenue or the Assessor to ensure the maintenance and effective administration of the SIP assessment and exemption throughout the term of this Agreement, including but not limited to the technical details relating to reporting requirements and the proper categorization, qualification and valuation of land, buildings, structures, support facilities, real property machinery and equipment, and personal property relative to the Project.
 - 6.3 Provide such information and resources to one another as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement and to document compliance for purposes of this Agreement or as required by any external agency.
- 7. Taxes and Incentives in General.**
- 7.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of real or personal property comprising the Project that is taxable as described in Section 4.1 of this Agreement or on any property not comprising the Project as defined in Section 1.
 - 7.2 Nothing herein shall limit or restrict Georgia-Pacific from challenging the real market value or assessed value of any property, or the amount due, or the amount that would otherwise be due on Project property but for the SIP, for ad valorem property taxes, in the same manner as any other taxpayer under Oregon law.

- 7.3 Nothing herein shall affect Georgia-Pacific's responsibility for timely application with the Clatsop County Assessor and related requirements, in order to receive exemption on eligible property in accordance with ORS 307.330 and 307.340 and applicable administrative rules and procedural standards of the Assessor and the Department of Revenue, including but not limited to the Project, while any Georgia-Pacific facility remains under construction.
- 7.4 Nothing herein shall govern any other liability of Georgia-Pacific, respective to federal, state or local taxes, fees, charges or the like, or any other tax abatement or incentive available to or benefiting Georgia-Pacific, aside from the SIP exemption and the associated obligations under this Agreement, including but not limited to waivers, exemptions, discounts or actions otherwise promised by the County in addition to or as an alternative to the SIP exemption

8. Miscellaneous Provisions.

8.1 Judicial Jurisdiction and Dispute Resolution.

- 8.1.1 The laws of the State of Oregon shall govern this Agreement and, subject to Section 7.2, any mediation, arbitration or trial court litigation arising out of or related to this Agreement or its breach shall be commenced and conducted in Clatsop County, Oregon, or as applicable, before the Oregon Tax Court or the Federal District Court of Oregon.
- 8.1.2 Subject to Section 7.2, the parties agree that any disputes among or claims against one another arising out of or related to this Agreement or its purported breach shall be subject to mediation as a condition precedent to any party having the right to commence a suit or action related to such dispute or claims in Circuit Court or other applicable judicial venue.
- 8.1.3 Upon a party's or parties' receipt of a demand for mediation from the other party or parties, the parties shall diligently attempt to agree in good faith upon a single, unbiased mediator, and thereupon mediation shall proceed pursuant to procedures prescribed by that mediator.
- 8.1.4 If the parties are unable to agree upon such mediator within ten (10) days after a party's receipt of the demand for mediation from the other party, then any party may demand mediation pursuant to the Commercial Mediation Procedures of the American Arbitration Association, and thereupon such Procedures shall govern.
- 8.1.5 The requirement to mediate set out in this Section 8.1 shall be specifically enforceable by any court having jurisdiction thereof.
- 8.1.6 Any mediation pursuant to this Section 8.1 shall be demanded within a reasonable time after the dispute or claim arises, but in no event after the applicable statute of limitations has expired.
- 8.1.7 The parties agree to use best efforts to avoid undue delay in proceeding with mediation hereunder, to equally split mediator expenses, and to participate

diligently and in good faith in any such mediated negotiations.

- 8.2 No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement, nor denied same, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.
- 8.3 The terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees in lieu of taxes shall be construed consistently with the tax laws and administrative rules of the State of Oregon. No provision shall be construed against a party on the basis that the party drafted the provision.
- 8.4 Georgia-Pacific may assign this Agreement to a third party or parties at any time upon written notice to the County. Georgia-Pacific may freely assign this Agreement to any affiliate, subsidiary, or other entity which controls Georgia-Pacific, is controlled by Georgia Pacific, or is under common control with Georgia-Pacific, or to a successor entity resulting from the reorganization, merger, division or consolidation of Georgia-Pacific. Any assignees or successors of Georgia-Pacific with respect to the Project will be bound by the terms and conditions set forth in this Agreement, which shall run with the land, and the terms and conditions set forth in municipal permits and entitlements for the Project. This Agreement shall be recorded in the deed records of Clatsop County.
- 8.5 Failure to make payment in full of the CSF by the due date shall result in interest being charged on the past due balance in the same amount as is provided by Oregon law for late payment of ad valorem property taxes.
- 8.6 At the discretion of Clatsop County and in accordance with Oregon law, in the event of an overpayment of the CSF the County shall either issue an overpayment refund check or return the incorrect payment and request that Georgia-Pacific reissue payment in the correct amount. In the event of returned payment, the Assessor shall establish a schedule for payment
- 8.7 If Georgia-Pacific fails to pay the CSF by the end of the property tax year in which it is due, the tax exemption for the Project shall be revoked and the property shall be fully taxable for the following tax year and for each subsequent tax year for which the CSF remains unpaid. If an unpaid CSF is paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.
- 8.8 Georgia-Pacific shall not be required to pay the CSF for any year that it fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value of the Project, due to suspension, cancellation or disqualification of the SIP property tax exemption or at the discretion of Georgia-Pacific.
- 8.9 **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed properly given when personally delivered to the person

set forth or when sent by nationally recognized overnight courier or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follow:

Georgia-Pacific	Georgia-Pacific Wauna LLC ATTN: Tax Department P.O. Box 105681 133 Peachtree Street NE- 23rd Floor Atlanta, GA 30303
Clatsop County	Clatsop County Board of Commissioners 800 Exchange Street Suite 400 Astoria, OR 97103
Port of Astoria	Port of Astoria 422 Gateway Avenue, Suite 100 Astoria, OR 97103

9. **Term.** This Agreement shall commence on the date of execution and shall expire on the later of June 30 of the final property tax year of the SIP Exemption Period or upon completion of the obligations of the parties

10. **Merger.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THIS MATTER, WHICH IS HEREIN SPECIFICALLY LIMITED TO THE STRATEGIC INVESTMENT PROGRAM("SIP") AND PROPERTY TAX ABATEMENT FOR THE PROJECT FOLLOWING AND APART FROM THE EXEMPTION UNDER ORS 307.330 (PRIOR TO COMMENCEMENT OF THE SIP EXEMPTION PERIOD PROJECT), AND IT SUPERSEDES ALL PRIOR AGREEMENTS AND PROPOSALS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION AMONG THE PARTIES ON THIS MATTER. NO WAIVER, MODIFICATION, AMENDMENT OR OTHER CHANGE RESPECTIVE TO THE COVENANTS, OBLIGATIONS AND OTHER SUCH PROVISIONS OF THIS AGREEMENT SHALL BE BINDING ON ANY PARTY, EXCEPT AS A WRITTEN ADDENDUM, SIGNED BY AUTHORIZED AGENTS OF ALL PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this SIP Agreement in duplicate effective _____.

CLATSOP COUNTY
BOARD OF COMMISSIONERS

GEORGIA-PACIFIC WAUNA LLC

Commissioner Mark Kujala, Chair

Julie A. Anderson, Chief Operating Officer

PORT OF ASTORIA

Robert Stevens, President

EXHIBIT A

Example Calculation of Project Total SIP Payment

For illustrative purposes only and not intended as a representation or prediction of future development, the following example depicts how the total payment may be calculated:

Value	\$152,000,000	
Taxable amount (with SIP)	\$ 40,000,000	
Property Tax Rate*	10.4036	
Property tax (without SIP)	\$ 1,581,347	
Property tax (with SIP)	\$ 416,144	a
Community service fee (CSF)	\$ 291,301	b
Community impact fee (CIF)	\$ 58,260	c
Total Annual Payment (a+b+c)	\$ 765,705	

PROFESSIONAL SERVICES AGREEMENT

Consulting Services

This Professional Services Agreement (“Agreement”) is made and entered into by and between AVH Consulting, LLC (“Consultant”), an Idaho limited liability company, and the Port of Astoria, a special district of the state of Oregon (“Client”). Client and Consultant may each be referred to herein as a “Party” and together as the “Parties.” This Agreement shall take effect upon signing by both Parties (“Effective Date”).

In consideration of the mutual rights and obligations specified herein, the Parties hereby agree as follows:

- 1. Term.** This Agreement shall take effect upon the Effective Date and shall continue until terminated as provided in Section 9 of this Agreement.
- 2. Scope of Services.** Consultant shall provide the following services (hereinafter, “Services”):
 - Grant writing
 - Grant award administration
 - Project management
 - Drafting of solicitation documents
 - Other services as directed by Client

The parties agree that Consultant shall perform all duties under this Agreement remotely and that nothing in this Agreement shall be construed to require Consultant to perform any duties at Port offices or any other specific location.

Consultant shall have no right or obligation to take custody of or in any manner control any funds awarded to Client as the result of the Services provided by Consultant under this Agreement. Client shall retain full control and custody of such funds at all times.

- 3. Client Obligations.** Client shall:
 - Make available to Consultant such personnel and resources of Client as are necessary for Consultant to perform the Services;
 - Provide all information necessary to perform the Services in a timely manner, including, if applicable and without limitation, confidential information and information necessary for Consultant to access online application portals; and
 - Make decisions necessary to the provision of Services in a timely manner.

4. **Compensation.** For Services performed, Client agrees to compensate Consultant at an hourly rate of \$100.00, Consultant will invoice Client monthly, and payment shall be due within twenty-one (21) days of the invoice date. Client agrees to pay interest on any outstanding balance over twenty-one (21) days past due at the lesser of the rate of ten percent (10%) per month or the highest rate permitted under applicable state law until such balance is paid. Consultant may suspend Services upon any outstanding balance greater than thirty (30) days past due without liability for breach of this Agreement.

Subject to prior approval by Client, Port shall reimburse Consultant for all expenses reasonably incurred in the performance of this Agreement, including reasonable travel expenses. Client shall not be liable for any unapproved expenses.

5. **Standard of Performance; Warranties.** Consultant warrants that Consultant will perform the Services with reasonable due diligence and in a manner consistent with standards generally applicable to professionals performing the same or similar Services as those contemplated under this Agreement. Consultant will perform the Services within a reasonable period of time except for delays occasioned by factors that are beyond Consultant's control, not reasonably foreseeable, or caused by Client.

Client understands, acknowledges, and agrees that the outcome of grant requests and grant applications is uncertain and that Consultant provides no warranty with respect to the award of funds.

Except as provided in this Section 5, Consultant makes no other warranties, express or implied.

6. **Ownership of Work Product.** "Work Product" means the deliverables and other tangible output produced in the course of performance of the Services under this Agreement. All Work Product produced by Consultant as part of the Services under this Agreement shall be the sole property of and may be used without restriction by the Client; provided, however, for Consultant's marketing purposes Consultant may refer to or describe Work Product or provide copies of Work Product with proprietary information redacted.

Consultant acknowledges that written materials used or developed in the course of performing the Services are public records subject to all applicable state and federal laws.

7. **Consultant Intellectual Property.** Consultant Intellectual Property means any intellectual property that is developed in the course of the performance of the Services, developed independently from this Agreement, or employed by Consultant in connection with Consultant's performance of the Services, including without limitation any improvement to such property developed by Consultant in the course of performance. Consultant Intellectual

Property, including improvements and any proprietary rights therein, shall be the exclusive property of Consultant.

- 8. Confidential Information.** Both Parties acknowledge and agree that otherwise confidential information may be disclosed to or otherwise acquired by Consultant or its employees, sub-consultants, subcontractors, or agents in the course of its performance of the Services. Consultant agrees that it shall protect the confidentiality of such information with at least the same degree of care that Consultant uses in maintaining the confidentiality of its own information; shall not use such information for any purposes whatsoever other than the provision of Services to the Client; and shall not disclose nor discuss such information with any other party without Client's prior consent; provided that in the event Consultant receives a valid administrative or judicial order requiring release of confidential information, Consultant shall promptly notify Client of such order and shall thereafter be entitled to comply with the order.
- 9. Termination.** This Agreement may be terminated without cause by either Party upon no less than thirty (30) calendar days' notice in writing to the other party, unless a lesser time is mutually agreed upon in writing by both Parties. A written notice of termination shall be delivered by email to the email address indicated on the Signature page of this Agreement.
- 10. Limitation of Liability.** The sole remedy for any breach of this Agreement by Consultant shall be to reimburse the Client for actual fees, if any, received by Consultant in compensation for Services that were not provided, or were provided in violation of Section 5 of this Agreement.

In no event shall Consultant, its employees, officers, agents, managers or members (collectively, the "Consultant Affiliates") be liable for any damages including loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including without limitation loss of profits) arising out of the performance of this Agreement or in connection with the terms of this Agreement, regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, and regardless whether Consultant has been advised of the possibility of such damages.

- 11. Indemnification.** Each Party agrees to indemnify, defend and hold the other Party, its employees, officers, and agents, harmless from and against any injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (collectively, "Damages"), including without limitation reasonable attorneys' fees and costs of litigation or administrative defense, arising out of or resulting from performance of the Services, except that neither party shall be obligated to indemnify the other to the extent that the injury, loss or damage was caused by the gross negligence, willful misconduct, fraud, or bad faith of the Party seeking indemnification.

12. Non-Exclusive Agreement. This Agreement is non-exclusive. Nothing in this Agreement shall restrict the right of Consultant to enter into agreements with other parties for services similar in nature to the Services provided under this Agreement.

Client further acknowledges and agrees that Consultant may, concurrent with the Services provided under this Agreement or any separate agreement with Client, undertake consulting or service engagements with other persons or entities who may request grant funding from some or all of the same funding agencies as the Client seeks under the Services provided under this Agreement.

13. Independent Contractor. In the performance of the Services Consultant is and shall be an independent contractor for all purposes. Unless otherwise expressly provided herein or authorized in writing, Consultant shall have no authority to bind Client for any purpose nor to assume or create any obligation of any kind, expressed or implied, on Client's behalf.

Consultant shall exercise independent professional judgment in determining the means and methods to Perform the Services.

Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or business partnership between the Parties. Neither Party has the power or authority to commit or bind the other Party without such other Party's prior written consent.

When performing Services under this Agreement or otherwise acting as directed by Client, Consultant shall be deemed an agent of Client for purposes of ORS 30.285.

14. Other Provisions.

No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of Consultant and Client. No third party will be deemed a beneficiary of this Agreement, and no third party shall be entitled to make any claim or assert any right under this Agreement.

Non-Waiver. The waiver of any term or condition contained in this Agreement by any Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

Binding Effect; Assignment. The rights, obligations, and liabilities of the Parties shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided, however, that Consultant may not assign or delegate Consultant's obligations under this Agreement either in whole or in part without the prior written consent of Client.

Headings. The section headings used in this Agreement are intended for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement.

Survival. The terms, provisions and/or covenants of Sections 5 (Warranties), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification) and 13 (Independent Contractor) shall survive the termination of this Agreement.

Savings Clause. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

15. Governing Law; Venue. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Oregon, without regard to conflict of law principles. Any legal action to interpret or enforce the terms of this Agreement shall be brought in the Oregon Circuit Court in Clatsop County.

16. Entire Agreement. This writing and all explicitly incorporated documents are intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. This Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Contacts. For purposes of this Agreement, Client's authorized representative shall be Matt McGrath, Deputy Director, 422 Gateway Ave, Suite 100, Astoria, Oregon 97103; email: mmcgrath@portofastoria.com. Consultant's authorized representative shall be Shane Jensen, Managing Member, AVH Consulting, 1906 Pahsimeroi Circle, Twin Falls, Idaho 83301; email: shane@avhconsult.com.

IN WITNESS WHEREOF, the Parties have entered into this Consulting Services Agreement as of the date of last Signature below.

CLIENT:

Port of Astoria
422 Gateway Ave., Suite 100
Astoria, OR 97103

Name of Client Authorized Representative

Title

Signature

Date

Email

CONSULTANT:

AVH Consulting, LLC
1906 Pahsimeroi Circle
Twin Falls, ID 83301

Shane Jensen, Managing Member
AVH Consulting, LLC

Date

shane@avhconsult.com

Email