

Board of Commissioners

Dirk Rohne - Chairman
 Robert Stevens – Vice-Chair
 Thaddeus Fickel – Secretary
 James Campbell – Treasurer
 Tim Hill – Assistant Secretary/Treasurer

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

Regular Meeting

May 5, 2026 @ 4:00 PM

422 Gateway Ave, Suite 100, Astoria, OR*

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

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

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing
 This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.
 Public comment received by the deadline will be read aloud at the meeting.
6. CONSENT CALENDAR
 - a. Meeting Minutes –
 - Regular Meeting 4/7/2026 3
 - b. Financials – April 2026..... 6
 - c. Event Calendar – May 2026 15
7. ADVISORY
8. ACTION
 - a. Lease Renewal – NOAA..... 16
 - b. Business Oregon Grant Award - East Mooring Basin Dredge Permitting..... 31
 - c. Executive Director Contract Extension
9. PUBLIC COMMENT – for non-agenda items
 This is an opportunity to speak to the Commission for 3 minutes regarding Port concerns not on the agenda. Public comment received by the deadline will be read aloud during the meeting.
10. COMMISSION REPORTS
11. EXECUTIVE DIRECTOR COMMENTS
12. UPCOMING MEETING DATES
 - a. Budget Committee Meeting – May 13, 2026, at 1:00 PM
 - b. Airport Advisory Committee Meeting – May 18, 2026, at 4:00 PM
 - c. Workshop Session – May 19, 2026, at 4:00 PM
 - d. Tentative Budget Committee Meeting – May 20, 2025, at 1:00 PM
 - e. Regular Meeting – June 2, 2026, at 4:00 PM

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. Please allow time for the normal posting procedure for agendas and meeting packets.

Board of Commissioners

13. ADJOURN

HOW TO JOIN THE ZOOM MEETING:

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

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

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Please Note:

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MEETING MINUTES
APRIL 7, 2026

PORT OF ASTORIA
REGULAR MEETING
COMMISSION CHAMBERS
422 GATEWAY AVE., SUITE 100
ASTORIA, OR 97103

Call to Order

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

Roll Call

Commissioners Present: Dirk Rohne; Robert Stevens; Jim Campbell via zoom; Tim Hill; and Thaddeus Fickel.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance and HR Director Melanie Howard and Office Manager Dianna Delgado.

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

Also Attending: Finance Committee member David Oser, Budget Committee member Steve Kraske, Jay Corella of *The Daily Astorian*, Brady Backstrom of Clatsop Behavioral Healthcare, and Lori Beth Kulp.

Pledge of Allegiance

Changes/Additions to the agenda

Public Comment for items on the agenda

No public comment was received.

Consent Calendar

The Consent Calendar consisted of the following:

- Meeting Minutes – Finance Advisory Committee Meeting 2/18/2026, Regular Meeting 03/03/2026, Workshop Session 3/17/2026
- Event Calendar – April 2026

Commissioner Hill moved to approve the Consent Calendar as presented. Commissioner Fickel seconded. The motion carried 5-0 amongst the Commissioners present.

Votes were as follows: Stevens – Aye, Rohne – Aye, Campbell – Aye, Hill – Aye, Fickel – Aye.

Action Items

7a. RFE 0249 – Airport Ramp Repairs

Deputy Director McGrath presented information regarding the need to replace six concrete panels on the east side of C Row and improve drainage between B and C Rows. Earthworx Excavation was the only contractor to submit complete bids for both components of the project and offered the most competitive pricing at \$38,485. McGrath requested approval to proceed with Earthworx Excavation to complete the work within the next month

Commissioner Fickel moved to approve RFE 0249 for Airport Ramp Repairs with Earthworx

Excavation LLC, in the amount of \$38,485. Commissioner Stevens seconded. The motion carried 5-0 amongst the Commissioners present.

Votes were as follows: Stevens – Aye, Rohne – Aye, Campbell – Aye, Hill – Aye, Fickel – Aye.

7b. FY2026-27 Budget Updates

Finance Director Melanie Howard summarized the 2026–27 budget process and meeting schedule. The first Budget Committee meeting is scheduled for May 13, with a tentative second meeting on May 20. Melanie also requested that the Commission renew the term of Budget Committee member Steve Kraske through June 2028.

Commissioner Fickel moved to reappoint Steve Kraske to the Budget Committee for a three-year term, expiring on July 30, 2028. Commissioner Hill seconded. The motion carried 5-0 amongst the Commissioners present.

Votes were as follows: Stevens – Aye, Fickel – Aye, Rohne – Aye, Campbell – Aye, Hill – Aye.

7c. Georgia Pacific Tax Deferment

Executive Director Isom reported that Georgia Pacific requested an extension of the Strategic Investment Program project completion deadline, from April 1, 2026, to December 31, 2026, due to construction and permitting delays. Both the county manager and county attorney expressed no concerns. The amendment had already been signed by Georgia Pacific, and the county is reviewing it.

Commissioner Fickel moved to allow Executive Director Isom to extend the project completion deadline in Section 1.1 of the existing Strategic Investment planning Agreement from April 1, 2026, to December 31, 2026. Commissioner Hill seconded. The motion carried 4-1 amongst the Commissioners present.

Votes were as follows: Stevens – Aye, Fickel – Aye, Rohne – Aye, Campbell – Aye, Hill – Aye

Public Comment for items not on the agenda

- Lori Beth Kulp commented on the upcoming cruise ship arrivals and the logistics surrounding excursions. Kulp expressed concerns about where tour buses are placed and the accessibility challenges this creates for passengers. She also raised concerns related to the Marketing Director's contract, role and prior ethics findings, along with concerns about the Facility Use Agreements requirements for small tour operators, including insurance levels and overall fairness of the contract structure. She urged the Commission to reconsider the Facilities Use Agreement and explore changes to how cruise transportation operations are managed.
- Brady Backstrom of Clatsop Behavioral Healthcare requested that the Port allow Clatsop Behavioral Healthcare to purchase 8-12 parking passes at the previous annual rate, explaining that the 32-unit Baker Building supported housing facility has insufficient parking for its residents, many of whom rely on personal vehicles. He emphasized that the request was temporary and intended only as an interim measure while space remains available. He also highlighted Clatsop Behavioral Healthcare's mission to support community stability and independence, noting that improved parking access would help residents maintain routines and thrive. He asked the Port to consider allowing temporary use of nearby lots to meet these access needs.

Commission Reports

Commissioner Hill did not have anything to report.

Commissioner Fickel commented on the following:

Reflected on hosting visiting friends and experiencing local attractions through their eyes, emphasizing appreciation for the region and stewardship of community resources.

Commissioner Rohne commented on the following:

Expressed a preference that public comment topics be addressed with the Executive Director outside regular meetings to ensure efficiency and clarity.

Commissioner Stevens commented on the following:

Outlined a recent article summarizing House Bill 4177, which aims to clarify communication rules for public officials outside formal meetings. The bill awaits the governor's decision.

Commissioner Campbell commented on the following:

Commented on the Clatsop Behavioral Healthcare's parking request, noting that parking availability becomes very limited during peak fishing seasons.

Executive Director Comments

- The Port is tracking very close to budget operationally: On an 11-million-dollar budget revenues are within \$30,000 and expenses are within \$6,000 year-to-date.
- The first cruise ship of 2026 arrives Thursday.
- The airport hangar project is complete, the FBO construction project is underway
- A thank-you letter was received from U.S. Coast Guard Captain Neil Corbin for the support during the March 20 memorial service for aviation survival technician 2nd class Tyler Jaggers.
- Reminded commissioners to complete their annual Statements of Economic Interest to avoid fines.

Upcoming Meeting Dates

- Workshop Session – April 21, 2026, at 4:00 PM
- Regular Session – May 5, 2026, at 4:00 PM

Adjourned

Chairman Rohne adjourned the meeting at 4:28 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Thaddeus Fickel, Secretary
Board of Commissioners

Respectfully submitted by:
Dianna Delgado, Office Manager
Katie Brown, Administrative Assistant

May 5, 2026

Date Approved by Commission



MARCH 2026 FINANCIALS NARRATIVE *

Summary

For July 2025 through March 2026, the Port reported an operating net gain of \$1.2 million, close to budget but \$262,000 behind the prior year. Operating revenue & expense were both 101% of budget, while non-operating revenues were at 98% and non-operating expenses were at 100%. Overall, the Port reported a total net loss of \$538,000, which was \$44,000 short of budget expectations. Compared to the prior year's loss of \$1 million, total profits were up \$506,000, primarily due to higher capital spending in FY2024-25. Looking ahead, the Port is expecting to move from an operating loss to an operating revenue as the Port moves into the busier spring/summer months.

Operating Revenue

- **Dockage:** Under budget by \$44,000 and \$200,000 lower than the previous fiscal year. In FY 2024–25, dockage income associated with the now-ceased log-yard activities totaled \$218,000.
- **Lease & Rentals:** Under budget by \$94,000 and \$65,000 behind the prior year. While tenant revenue continues to trend upward year-over-year due to new leases and scheduled annual adjustments, income tied to log-yard activities totaled \$121,000 in FY 2024–25.
- **Rebilled Expenses:** Ahead of budget by \$95,000 and prior year by \$291,000. A significant portion of these overages were for water/sewer rebilling, which was offset by an increase in related expenses.
- **Marina & Boatyard:**
 - Boatyard revenue continues to outperform significantly at \$88,000 ahead of budget (112%) and \$164,000 above prior year (126%), reflecting expanded services and strong demand. Five-year comparisons show a threefold increase in year-to-date revenues.
 - Marina revenue was \$28,000 ahead of budget (107%) and \$35,000 ahead of prior year (108%).
- **Fuel Profits:**
 - Marina net fuel profits through March were \$199,000, which was \$10,800 behind budget but \$25,000 ahead of prior year.
 - Airport fuel profits were \$279,000, which was \$13,500 ahead of budget and \$33,500 ahead of prior year.

Operating Expense

Personnel costs and materials and services were at 95% and 105% of budget, respectively, resulting in a budget difference of \$34,000. The biggest differences were in salary and wages (↓\$109,000), fuel cost of sales (↓\$60,000), water/sewer costs (↑\$162,000), longshore labor (↑\$63,000), and outside services (↑\$50,000).

Capital Spending

March's capital spending was primarily for T-Hangar Repairs, offset by grant reimbursements. After grant activity, net capital spending was down \$669,000 from the prior year.

Port of Astoria
Profit & Loss Actual vs. Budget
for March 2026

	Actuals Jul 2025 - Mar 2026	Actuals Jul 2024 - Mar 2025	Budget Jul 2025 - Mar 2026	Budget Variance Through Mar	% of Budget Through Mar	Full '25-'26 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	398,666	597,447	442,402	-43,736	90%	872,684
Lease & Rental Income	2,517,788	2,582,791	2,611,763	-93,975	96%	3,474,821
Rebilled Expenses	2,130,659	1,839,781	2,035,961	94,698	105%	3,015,158
Boat Haulout	799,550	635,927	710,926	88,624	112%	1,000,000
Marina Revenues	452,279	417,504	424,133	28,146	107%	690,606
Fuel Sales	1,428,822	1,213,975	1,486,484	-57,662	96%	1,993,536
Ticket Revenues	2,875	1,960	1,771	1,104	162%	2,200
Other Income	76,572	51,077	51,623	24,949	148%	68,057
Total Operating Revenues	7,807,211	7,340,462	7,765,063	42,148	101%	11,117,062
<u>Operating Expenses</u>						
Personnel Services	2,551,792	2,394,459	2,694,093	-142,301	95%	3,643,334
Materials and Services	4,015,320	3,343,725	3,838,835	176,485	105%	5,359,167
Bad Debt Expense	0	99,845	0	0		0
Total Operating Expenses	6,567,112	5,838,029	6,532,928	34,184	101%	9,002,501
Income from Operations	1,240,099	1,502,434	1,232,135	7,964	101%	2,114,561
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	978,791	933,909	1,000,967	-22,176	98%	1,058,242
Timber Tax Revenues	122,580	130,072	139,518	-16,938	88%	186,023
Other County Revenues	280	4,156	7,800	-7,520	4%	7,800
Grants*	942,611	813,688	942,611	0	100%	3,218,736
Settlement	0	0	0	0	0%	0
Interest Income	23,376	19,144	25,092	-1,716	93%	33,450
Total Non-Operating Revenues	2,067,639	1,900,968	2,115,988	-48,350	98%	4,504,251
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	2,659,965	3,200,104	2,659,965	0	100%	6,046,044
Interest Expense	294,300	320,934	296,758	-2,458	99%	405,048
Principal Expense	891,456	925,886	885,263	6,193	101%	1,226,211
Total Non-Operating Expenses	3,845,722	4,446,924	3,841,986	3,735	100%	7,677,303
Net Income (Loss)	-537,985	-1,043,522	-493,863	-44,121	91%	-1,058,491

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

Port of Astoria

Balance Sheet

as of March 2026

March 31, 2026

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	516,887
Payroll Account #5344	39,486
Money Market #1259	2,782
Restricted AOC4 MMA #0760	264,562
LGIP Savings #6728	427,318
Undeposited Funds	23,772

Total Cash & Cash Equivalents 1,275,552

Accounts Receivable 187,683

Other Current Assets

Grant Receivables	234,309
Inventory	160,550
Prepaid Expenses	231,652
Property Taxes Receivable	46,011
Deferred Pension Outflows	802,257
Deferred OPEB Outflows	95,191
Current Maturities LT Rcvble	2,334,427

Total Other Current Assets 3,904,397

Total Current Assets 5,367,632

Fixed Assets 36,195,605

Other Assets

Long-term Receivables 14,236,741

TOTAL ASSETS 55,799,978

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	553,405
Accrued Interest Payable	90,764
Retainage Payable	31,580
Accrued Liabilities	0
Accrued Payroll Liabilities	82
Prepaid Rent	51,826
Deposits and Overpayments	43,231
LT Debt Obligation - Current Portion	1,572,614
Unearned Tenant Improvements	22,800
Deferred Pension Inflows	319,448
Deferred OPEB Inflows	315,367
Deferred Lease Inflows	10,522,834

Total Current Liabilities 13,523,950

Long Term Liabilities

Accrued Vacation Payable	227,980
Accrued Sick Leave	291,331
Notes Payable	11,003,419
Net Pension Liability	1,656,585
OPEB Liability	723,312
Lease Liability	812,516

Port of Astoria

Balance Sheet

as of March 2026

	<u>March 31, 2026</u>
Pollution Remediation AOC 4 Liability	2,936,234
Less Current Portion LT Debt	<u>-1,572,614</u>
Total Long Term Liabilities	16,078,763
Total Liabilities	<u>29,602,714</u>
Equity	
Retained Earnings	26,735,249
Net Income	<u>-537,985</u>
Total Equity	<u>26,197,265</u>
TOTAL LIABILITIES & EQUITY	<u><u>55,799,978</u></u>



Capital Projects
 March 2026
 Budget to Actual

DEPARTMENT AND PROJECT		BUDGETED SPENDING & GRANTS			ACTUAL SPENDING & GRANTS				
Department	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 03/31/2026	Grants Received through 03/31/2026	Expenses through 03/31/2026 NET OF GRANTS	Estimate of Remaining POA Expense	Priority 9 = Def'd 10 = Comp
WFW	Pier 2 West - Engineering	100,000	-	100,000	8,279	-	8,279	91,721	1
WFW	Pier 2 West NEPA Requirements	50,500	-	50,500	570	-	570	49,930	1
WFW	Pier 2 West Mitigation & Permitting	80,000	60,000	20,000	84,446	34,745	49,701	(29,701)	1
Security	2025-26 Security Upgrades: Camera and Infrastructure Upgrades	125,000	93,750	31,250	897	-	897	30,353	2
Airport	Hangar Maintenance - A Row Rehabilitation	300,000	270,000	30,000	320,028	298,797	21,230	8,770	2
Airport	Terminal Building - Remodel/Upgrades	191,700	143,775	47,925	1,265	-	1,265	46,660	2
WFW	Fire System Upgrades	90,000	-	90,000	50,425	-	50,425	39,575	4
WFW - Boatyard	Boatyard Upgrades	25,000	-	25,000	2,346	-	2,346	22,654	5
WFW - Boatyard	Boatyard Expansion - Phase 1	750,000	675,000	75,000	1,918	-	1,918	73,082	8
Airport	Tractor Equipment - Front-end mulcher	8,000	-	8,000	-	-	-	8,000	9
WFE - Marinas	East Mooring Basin Boarding Docks Replacement	405,613	312,322	93,291	1,572	-	1,572	91,719	9
WFW - Boatyard	Boatyard Equipment - Travelift and Misc	1,377,000	1,032,750	344,250	15,886	15,886	-	344,250	9
WFW	Pier 2 East - Repairs based on ODOT reports/bent repairs	500,000	-	500,000	-	-	-	500,000	9
WFW	Gateway Avenue Repair / Restripe	27,500	-	27,500	-	-	-	27,500	9
WFE - Marinas	East Mooring Basin Dredging	762,745	381,373	381,372	972	-	972	380,400	9
WFW	2025-28 CWD Piers Maintenance Dredging	400,000	-	400,000	394,191	-	394,191	5,809	10
Airport	FEMA Equipment: Tractor Equipment - Bat-wing Mower Deck	17,933	-	20,000	17,933	13,450	4,483	15,517	10
Airport	Airport Industrial Park Design	300,000	216,780	83,220	213,863	-	213,863	(130,643)	10
Airport	Tide Gate Feasibility Study	32,986	32,986	-	-	-	-	-	10
WFW	2025-26 Pier 2 West - Emergency Repairs	500,000	-	500,000	734,989	-	734,989	(234,989)	10
	Misc Projects	-	-	-	810,386	578,963	231,423	(231,423)	
	TOTALS	6,043,977	3,218,736	2,827,308	2,659,965	941,841	1,718,124	1,109,184	

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	04/06/2026	86312	3J Consulting	Industry St. Restriping	2,576.50
Bill Pmt -Check	04/06/2026	86313	ALS Environmental		1,600.00
Bill Pmt -Check	04/06/2026	86314	Amazon	Acct#: A3O230TH9VG0U	727.28
Bill Pmt -Check	04/06/2026	86315	America's Phone Guys	Cust #1271	444.63
Bill Pmt -Check	04/06/2026	86316	Art's Automotive		597.89
Bill Pmt -Check	04/06/2026	86317	AVH Consulting, LLC	PoA_040824	13,476.64
Bill Pmt -Check	04/06/2026	86318	C-TechSolutions LLC		6,488.84
Bill Pmt -Check	04/06/2026	86319	Cable Huston LLP		7,597.50
Bill Pmt -Check	04/06/2026	86320	Campbell Environmental	Environmental Services	2,868.75
Bill Pmt -Check	04/06/2026	86321	Canon Financial Services	Cust# 939795	187.90
Bill Pmt -Check	04/06/2026	86322	Cartomation, Inc.	GIS Applications	875.00
Bill Pmt -Check	04/06/2026	86323	Cintas Corporation	10829	279.10
Bill Pmt -Check	04/06/2026	86324	City Lumber	Cust # 7259	529.97
Bill Pmt -Check	04/06/2026	86325	City of Astoria - utilities	Utilities - Water & Sewer	286.60
Bill Pmt -Check	04/06/2026	86326	CityServiceValcon (CSV)	Fuel Supplies & Refuelers	144,623.59
Bill Pmt -Check	04/06/2026	86327	Clean Water Technologies, LLC (C...		1,544.76
Bill Pmt -Check	04/06/2026	86328	Coast Auto Repair	2016 Ford F-150 Lariat	990.84
Bill Pmt -Check	04/06/2026	86329	Comm - James T. Campbell	VOID: Commission Mtg Attendance	
Bill Pmt -Check	04/06/2026	86330	Dianna Delgado (A/P)		62.98
Bill Pmt -Check	04/06/2026	86331	Englund Marine (Boatyard) 15589	Acct# 15589	170.38
Bill Pmt -Check	04/06/2026	86332	Englund Marine (Marina) 14130	Acct# 14130	403.73
Bill Pmt -Check	04/06/2026	86333	Englund Marine (MX) 14129	Acct# 14129	722.12
Bill Pmt -Check	04/06/2026	86334	Heavy Hauling Co., Inc.	Gangway transport	802.00
Bill Pmt -Check	04/06/2026	86335	HighTide Technologies, LLC	CUS39	560.00
Bill Pmt -Check	04/06/2026	86336	HR Answers		1,128.00
Bill Pmt -Check	04/06/2026	86337	Jackson and Son Oil		29,274.02
Bill Pmt -Check	04/06/2026	86338	Key Government Finance, Inc.	LOAN Acct # 581049019	50,633.33
Bill Pmt -Check	04/06/2026	86339	Lary Jones (Retiree)	Reimb Medicare Supplement Plan - Nov 2025	324.93
Bill Pmt -Check	04/06/2026	86340	Lawson Products		402.21
Bill Pmt -Check	04/06/2026	86341	Lum's Auto Center	VOID: Cust # 1269	
Bill Pmt -Check	04/06/2026	86342	North Coast Truck Parts	Acct# 358	7.50
Bill Pmt -Check	04/06/2026	86343	North Current Legal LLC		120.00
Bill Pmt -Check	04/06/2026	86344	NW Marine Terminal Assn - Beaverton		1,777.00
Bill Pmt -Check	04/06/2026	86345	NW Natural	Natural Gas Services	138.50
Bill Pmt -Check	04/06/2026	86346	Pacific Office Automation -Subscrip ...	Cust# 80M829	155.35
Bill Pmt -Check	04/06/2026	86347	Pacific Power	Electrical Power Services	15,275.20
Bill Pmt -Check	04/06/2026	86348	PAPE Group	Cust # 101890	82.87
Bill Pmt -Check	04/06/2026	86349	PERS Health	AS-Group:10013822 Subscriber: H80550901 A...	48.26
Bill Pmt -Check	04/06/2026	86350	PetroCard, Inc.	01-0004280 & 00-0300590	890.19
Bill Pmt -Check	04/06/2026	86351	Platt Electric Supply (Rexel)	Acct #135946	244.77
Bill Pmt -Check	04/06/2026	86352	Quadient (postage)	Acct# 7900-0440-8073-3391 Postage	343.09
Bill Pmt -Check	04/06/2026	86353	S. Bruce Conner	December 2022	2,100.00
Bill Pmt -Check	04/06/2026	86354	Sherwin-Williams	4251-5877-1	353.80
Bill Pmt -Check	04/06/2026	86355	Shred-It (Stericycle)	Cust # 16971101	168.27
Bill Pmt -Check	04/06/2026	86356	Special Touch Janitorial, Inc.		5,665.00
Bill Pmt -Check	04/06/2026	86357	Staples Advantage	Act #LA 1833939 - Office Supply	66.50
Bill Pmt -Check	04/06/2026	86358	Streamline Software	A627DDCE-0016	367.00
Bill Pmt -Check	04/06/2026	86359	Sundial Travel Services, Inc.		2,488.68
Bill Pmt -Check	04/06/2026	86360	Sweet Septic and Portable Service	Boatyard & Airport weekly cleaning	420.00
Bill Pmt -Check	04/06/2026	86361	Terry's Plumbing LLC.		184.32
Bill Pmt -Check	04/06/2026	86362	ULINE	Cust # 21657453	5,831.33
Bill Pmt -Check	04/06/2026	86363	United States Treasury	Excise Tax Return 720-V for 4th Quarter 2025	76.34
Bill Pmt -Check	04/06/2026	86364	VenTek International	Cust # PORTASTORIA	475.00
Bill Pmt -Check	04/06/2026	86365	Verizon Wireless #7705-1	270297705-00001	448.82
Bill Pmt -Check	04/06/2026	86366	Walter E. Nelson Co.	Cust # 1629	484.21
Bill Pmt -Check	04/06/2026	86367	Whitney Equipment Co., Inc. (WECI)	Pump Maint	1,844.00

Total 102-02 - CCB Operating #1442

Total 102-00 - Cash

TOTAL

310,235.49

310,235.49

310,235.49

Handwritten signature and initials in blue ink, including 'OK' and a large signature.

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 · Cash					
102-02 · CCB Operating #1442					
Check	03/23/2026	EFT 1931	PNC Bank National Assoc.		124.10
Bill Pmt -Check	03/23/2026	EFT 1932	Canon Financial Services	EFT PAYMENT - Cust# 939795	242.10
Bill Pmt -Check	03/23/2026	EFT1933	AFLAC	BM482	172.04
Check	03/26/2026	EFT 1935	Intuit (cc fees)	Intuit Customer Payment fee	17.46
Bill Pmt -Check	03/27/2026	EFT 1936	OR PERS	EFT PAYMENT - Unfunded March 15, 2026	12,983.21
Bill Pmt -Check	03/27/2026	EFT 1937	OR PERS	EFT PAYMENT - Contribution March 15, 2026	5,305.11
Check	03/30/2026	EFT 1938	PNC Bank National Assoc.		668.92
Check	03/31/2026	EFT 1939	PNC Bank National Assoc.		1,147.15
Check	04/01/2026	EFT 1940	PNC Bank National Assoc.		63.78
Bill Pmt -Check	04/02/2026	EFT 1942	Gravity Payments	Merch ID#517924510061062	1,884.52
Total 102-02 · CCB Operating #1442					22,608.39
Total 102-00 · Cash					22,608.39
TOTAL					22,608.39

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 · Cash					
102-02 · CCB Operating #1442					
Bill Pmt -Check	03/18/2026	EFT 1928	Pacific Power	Electrical Power Services	5,822.14
Check	03/18/2026	EFT 1929	Intuit (cc fees)	Intuit Customer Payment fee	5.75
Check	03/18/2026	EFT 1930	PNC Bank National Assoc.		459.51
Total 102-02 · CCB Operating #1442					6,287.40
Total 102-00 · Cash					6,287.40
TOTAL					6,287.40

AK
 WJ
 OK

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Check	04/07/2026	EFT 1941	PNC Bank National Assoc.		92.94
Check	04/09/2026	EFT 1945	PNC Bank National Assoc.		150.81
Bill Pmt -Check	04/10/2026	EFT 1946	OR PERS	EFT PAYMENT - Unfunded March 31, 2026	13,468.66
Bill Pmt -Check	04/10/2026	EFT 1947	OR PERS	EFT PAYMENT - Contribution March 31, 2026	5,464.90
Check	04/13/2026	EFT 1948	Clover Network, Inc	Merchant Equipment Fees - MARINA 3-EQUIP ...	35.85
Bill Pmt -Check	04/14/2026	EFT 1949	PMA	PAY BY WIRE TRANSFER - PMA 16, WE 4/10/...	5,651.33
Check	04/14/2026	EFT 1950	MAPS Credit Union (L&C Bank) - Wi...	PAY BY WIRE TRANSFER	20.00
Check	04/20/2026	EFT 1951	PNC Bank National Assoc.		2,980.85
Bill Pmt -Check	04/20/2026	86368	3J Consulting	Industry St. Restriping	3,916.00
Bill Pmt -Check	04/20/2026	86369	4K Contractors, Inc.	Project #3513; Port of Astoria T-Hangar Rehabili...	152,891.10
Bill Pmt -Check	04/20/2026	86370	Amazon	Acct#: A3O230TH9VG0U	95.47
Bill Pmt -Check	04/20/2026	86371	B&S Pest Management, LLC	Acct#: 5096	95.00
Bill Pmt -Check	04/20/2026	86372	Brevin's Fudge		110.00
Bill Pmt -Check	04/20/2026	86373	Cable Huston LLP		16,847.50
Bill Pmt -Check	04/20/2026	86374	Cintas Corporation	10829	284.03
Bill Pmt -Check	04/20/2026	86375	City Lumber	Cust # 7259	10.75
Bill Pmt -Check	04/20/2026	86376	City of Warrenton	Water & Sewer Services	21,325.76
Bill Pmt -Check	04/20/2026	86377	Columbia River Coffee Roaster		116.05
Bill Pmt -Check	04/20/2026	86378	Columbia Steel Supply		1,911.00
Bill Pmt -Check	04/20/2026	86379	Comm - James T. Campbell	Commission Mtg Attendance	550.00
Bill Pmt -Check	04/20/2026	86380	Comm - Thaddeus Fickel	Reimb 070525-112525 - Commission & CEDR ...	600.00
Bill Pmt -Check	04/20/2026	86381	DEQ - Permit	Permit# 108272 - Airport STM Industrial NPDES...	1,620.32
Bill Pmt -Check	04/20/2026	86382	Drug Screens, Inc.		70.00
Bill Pmt -Check	04/20/2026	86383	Eduardo Quijas		202.30
Bill Pmt -Check	04/20/2026	86384	FISHHAWK FISHERIES, INC	10 cans of Albacore Tuna - Inv# 45659	90.00
Bill Pmt -Check	04/20/2026	86385	Hauer's Lawn Care & Equip		119.95
Bill Pmt -Check	04/20/2026	86386	Home Depot	6035 3225 3191 4798	2,608.32
Bill Pmt -Check	04/20/2026	86387	HR Answers		1,645.00
Bill Pmt -Check	04/20/2026	86388	Lawson Products	Cust # 10075026	207.29
Bill Pmt -Check	04/20/2026	86389	Lum's Auto Center	Cust # 1269	1,322.87
Bill Pmt -Check	04/20/2026	86390	Matthew McGrath (A/P)		313.42
Bill Pmt -Check	04/20/2026	86391	Maul Foster & Alongi, Inc.	Project: M0475.02.17 AOC4 Slip 2 R.A.S.	535.00
Bill Pmt -Check	04/20/2026	86392	Napa Auto Parts	Cust # 76004	113.59
Bill Pmt -Check	04/20/2026	86393	North Coast Truck Parts	Acct# 358	43.00
Bill Pmt -Check	04/20/2026	86394	Northwest Parking Equipment Co.		2,250.00
Bill Pmt -Check	04/20/2026	86395	OilTrap Environmental Products, Inc.		2,619.50
Bill Pmt -Check	04/20/2026	86396	Olson Asphalt Maintenance, LLC		1,100.00
Bill Pmt -Check	04/20/2026	86397	P & L Johnson Mechanical, Inc.		735.06
Bill Pmt -Check	04/20/2026	86398	Pacific Office Automation - Printers		143.45
Bill Pmt -Check	04/20/2026	86399	Pacific Office Automation -Subscrip ...	Cust# 80M829	5,546.20
Bill Pmt -Check	04/20/2026	86400	Pacific Power	Electrical Power Services	7,681.60
Bill Pmt -Check	04/20/2026	86401	Performance Promotions		324.69
Bill Pmt -Check	04/20/2026	86402	PetroCard, Inc.	01-0004280 & 00-0300590	1,226.08
Bill Pmt -Check	04/20/2026	86403	PRIMO / Sierra Springs	928320221793628	154.26
Bill Pmt -Check	04/20/2026	86404	Quadient (postage)	Acct# 7900-0440-8073-3391 Postage	246.79
Bill Pmt -Check	04/20/2026	86405	Recology Western Oregon		3,141.46
Bill Pmt -Check	04/20/2026	86406	Recology Western Oregon (Acct #43...	1080854307	46.94
Bill Pmt -Check	04/20/2026	86407	Recology Western Oregon LA (Cruise)	A1080000232	431.53
Bill Pmt -Check	04/20/2026	86408	Roberto Cosio (A/P)		26.38
Bill Pmt -Check	04/20/2026	86409	Safety-Kleen	PO22268	858.55
Bill Pmt -Check	04/20/2026	86410	Special Districts Health Premiums	Cust # 03-0016324 Health Insurance	59,435.82
Bill Pmt -Check	04/20/2026	86411	Special Districts Insurance Services	Entity ID #16324	22.00
Bill Pmt -Check	04/20/2026	86412	Spectrum - 0901	Acct # 176560901	199.21
Bill Pmt -Check	04/20/2026	86413	Spectrum - 1001	Acct # 176561001	47.74
Bill Pmt -Check	04/20/2026	86414	Spectrum - 1101	250481101	1,567.27
Bill Pmt -Check	04/20/2026	86415	Spectrum - 6401	Acct # 176562401	164.34
Bill Pmt -Check	04/20/2026	86416	Staples Advantage	Act #LA 1833939 - Office Supply	933.92
Bill Pmt -Check	04/20/2026	86417	United Rentals	Cust# 283548	2,700.00
Bill Pmt -Check	04/20/2026	86418	US Bank - Credit Cards	Card# 2090 - CPN# 002706885	9,203.41
Bill Pmt -Check	04/20/2026	86419	VCS Enterprises		396.00
Bill Pmt -Check	04/20/2026	86420	Velma J Kee		80.00
Check	04/20/2026	86421	Clatsop Behavioral Health	Final Refund - 413 Gateway Avenue Astoria OR ...	10,906.55
Check	04/20/2026	86422	Ray Raihala:422 Gateway - Suite 120	Final Refund - 422 Gateway Avenue Suite 120 A...	667.51

Total 102-02 - CCB Operating #1442

348,365.52

Total 102-00 - Cash

348,365.52

TOTAL

James Campbell
OH 4-26,

348,365.52

OR WA

MAY 2026

SUN MON TUES WED THURS FRI SAT

						1	2		
3	6:00PM Astoria City Council Meeting	4	4:00PM POA Regular Session 6:00PM CB City Council Meeting	5	6:00PM Gearhart City Council Meeting	7	8	9	
10	5:00PM Seaside City Council Work Session 6:00PM Seaside City Council Meeting	11	6:00PM CB City Council Work Session & Special Meeting 6:00PM Warrenton City Commission Meeting	12	5:00PM Clatsop County Board of Commissioners Work Session & Regular Meeting	13	14	15	16
17	6:00PM Astoria City Council Meeting	18	4:00PM POA Workshop Session	19	10:30AM Clatsop County Board of Commissioners Work Session	20	21	22	23
24-31	5:00PM Seaside City Council Work Session 6:00PM Seaside City Council Meeting	25	7:45AM AWACC Breakfast Networking 3:00PM CEDR Meeting @ Astoria Golf & Country Club 5:30PM Astoria Planning Commission Meeting 6:00PM Warrenton City Commission Meeting	26	5:00PM Clatsop County Board of Commissioners Work Session & Regular Meeting	27	28	29	30



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 26RPOR048C

This Lease, under the authority of 40 U.S.C. § 585, and as delegated under 41 C.F.R. § 102-73.175(e), is made and entered into between

Port of Astoria

whose address is: 422 Gateway Avenue, Suite 100, Astoria, OR 97103-6038

hereinafter called the "Lessor", and the United States of America, hereinafter called the "Government".

Witnesses: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

- Premises.** Lessor owns or controls improved land located at Astoria Regional Airport, 1110 SE Flightline Drive, Astoria, Oregon 97146 (the "Property"). Lessor leases to the Government and the Government leases from the Lessor a portion of the Property consisting of approximately 2,675 square feet of improved land for the installation and operation of Government owned wind profiling equipment (the "Premises"). The approximate geographic coordinates of Premises are Latitude 46.156811, Longitude -123.882919. Exhibit A. further describes the Property and Premises.
- Term.** The term of this Lease begins on June 1, 2026, and ends on May 31, 2036, subject to the termination and other rights as may be hereinafter set forth. The parties may agree to enter into a succeeding ground lease after this Lease ends, with the Government's property (e.g., improvements, equipment) remaining the property of the Government.
- Rent.** Effective June 1, 2026, the Government shall pay the Lessor an annual rent of \$2,659.56, payable at the rate of \$221.63 per month in arrears. If the term of this Lease includes any partial month, rent for the partial month shall be prorated. Rent shall be made via electronic funds transfer and based on the information provided in the System for Award Management (SAM) database (available at: <https://www.sam.gov>), or successor Government database.

The Government's obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the 4 required actions in Paragraph 13 (Novation and Change-of-Name Agreements (Change of Ownership and Change of Name)) have occurred.

- Termination.** The Government may terminate this Lease at any time by giving at least 60 calendar days' notice in writing to the Lessor, and no rent shall accrue after the effective date of termination if all Government equipment has been removed from Premises. Said notice shall be computed commencing with the day after the date of mailing.
- Permitted Use.** The Government may use the Premises for the purposes described in this Lease, such as installing, operating, maintaining, repairing, and replacing the wind profiler equipment. The wind

profiler equipment may include the following: Weather observing platform consisting of a 449 MHz wind profiler system, Radio Acoustic Sounding System (RASS), a 30' weather tower, and a 7' by 15' equipment shelter. The Government's equipment is provided on Exhibit B. The Government shall have the right to access the Property to make such installations, alterations, additions, and improvements to the Premises, Wind Profiler, and other Government property as may be necessary in order to carry out the Government's mission.

6. **Access.** For the duration of this Lease, and at no additional cost to the Government, the Lessor is responsible for ensuring the Government, including the Government's employees, contractors, subcontractors, authorized representatives, and licensees shall have access (rights of ingress and egress) to the Premises at all times (i.e., 24 hours per day and 7 days per week). The Government shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. Fencing in this area will not be permitted without the express POA and FAA written approvals.
7. **Government Property.** Lessor covenants and agrees that none, nor any part, of the Government's property (e.g., wind profiler, equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations. Said disposal or abandonment will also need to be coordinated among the parties. Government will be responsible for any disposal or storage fees of any equipment that is left on the Premises after expiration or termination of the Lease. The Government agrees to promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the Government, duly authorized representatives, or contractors of the Government, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C Section 8101 et seq., or such other legal authority as may be pertinent.
8. **Operations, Maintenance, and Utilities.** (a) The Government is responsible for operating and maintaining the Government's equipment. (b) The Government may periodically perform seasonal maintenance (e.g., landscaping, lawn mowing, snow removal) on the Premises. (c) The Government shall have a right-of-way to connect to all necessary utilities (e.g., for maintaining power, telecommunications, cabling, and fuel lines to the Premises). During the term of this Lease, the Government is responsible for separately funding its utility consumption on the Premises and utility connection to the Premises.
9. **Taxes, Assessments, and Fees.** The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., wind profiler, other equipment).
10. **Hazardous Materials.** Both Lessor and the Government shall keep the Premises free of hazardous materials according to applicable environmental laws and regulations.
11. **Authority to Lease.** Lessor covenants that Lessor's interest in the Property is sufficient to enter into this Lease and Lessor's signatory has full authority to bind the Lessor to all terms and conditions of this Lease; the Government may reasonably request evidence of said interest and authority.
12. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

13. **Novation and Change-of-Name Agreements (Change of Ownership and Change of Name).** If the Lessor desires to transfer this Lease or ownership of the Premises, or change its name, compliance with Federal Acquisition Regulation (FAR) subpart 42.12 (48 C.F.R. subpart 42.12) is required. The Government's obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the following actions have occurred: (1) the Government determines that recognizing the Transferee as the new lessor is in the Government's interest; (2) the Government, the original Lessor (Transferor), and the Transferee execute a Government provided novation agreement, based on the FAR and GSA templates, providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee; (3) the Transferee properly registers in the SAM database, or successor Government database, and completes all required representations and certifications (e.g., those within SAM); and (4) a lease amendment is executed by the Government and the Transferee that memorializes the above actions.
14. **Claims.** For the purposes of this Lease, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Lessor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.

15. **Correspondence.**

Correspondence to the Lessor shall be sent to:	Correspondence to the Government shall be sent to:
Susan Transue Port of Astoria 422 Gateway Avenue, Suite 100 Astoria, OR 97103 (503) 741-3342 stransue@portofastoria.com	United States Department of Commerce NOAA Real Property Management Division Attn: Contracting Officer SSMC IV 1305 East West Highway Silver Spring, MD 20910

16. **Quiet Enjoyment.** Lessor agrees that the Government shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, without hindrance from Lessor or anyone claiming rights by, through or under Lessor. In support of the Government's mission of collecting, studying, and reporting on meteorological conditions, the Lessor agrees to share any potential development plans with the Government to avoid damaging, to the extent possible, any Government improvements, including the Government's utility lines, grading and access.

17. **Exhibits and Attachments.** The following are attached and made a part hereof:
- A. Exhibit A, Description of the Property and Premises (1 page)
 - B. Exhibit B, Government's Equipment List (1 page)
 - C. General Clauses, DOC NOAA AUG 2025 (2 pages)
 - D. FAR clause 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020) (4 pages)
 - E. ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS, GSA FORM 3518-SAM (REV JAN 2016) (MODIFIED DOC/NOAA - MAY 2022) (2 pages plus screenshot of SAM)
18. **Prior Transaction.** This Lease succeeds Lease number 18WSR0233C.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below.

LESSOR: Port of Astoria

BY _____
Signature
Printed Name, Title, & Date

IN THE PRESENCE OF:

BY _____
Signature
Printed Name, Title, & Date

UNITED STATES OF AMERICA:

BY _____
Department of Commerce
Real Property Contracting Officer
Printed Name of Contracting Officer & Date

Exhibit A Description of Property and Premises

NOAA OAR Physical Sciences Laboratory

Monitoring Site Name: Astoria (Atmospheric River Observatory)

Monitoring Site Identifier: AST

Latitude and Longitude: 46.156811, -123.882919

Location Description:

Warrenton-Astoria Regional Airport, 1110 SE Flightline Drive, Warrenton, OR 97146

Location Images:



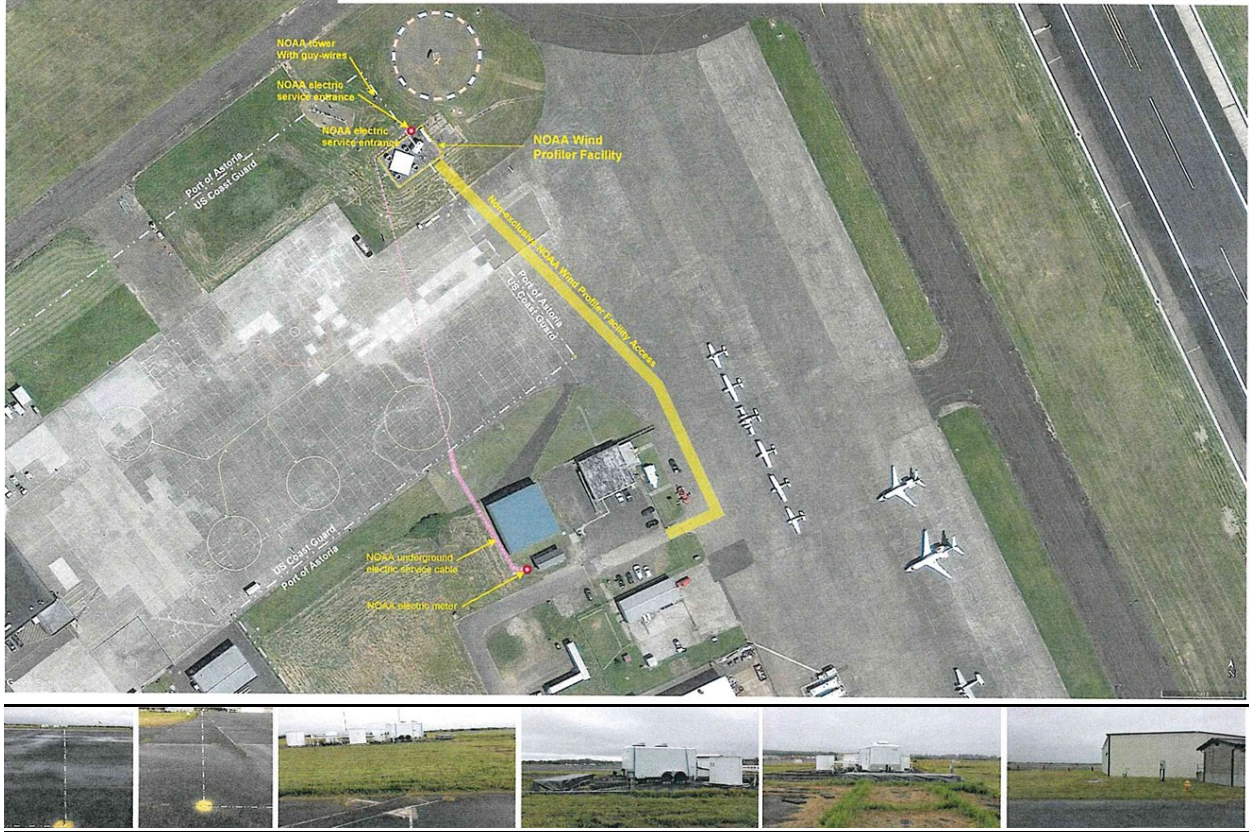


Exhibit B Government Equipment List

NOAA OAR Physical Sciences Laboratory

Monitoring Site Name: Astoria (Atmospheric River Observatory)

Monitoring Site Identifier: AST

Latitude and Longitude: 46.156811, -123.882919

Equipment Description:

- Equipment trailer (7 feet wide by 15 feet long)
- 449 MHz Windprofiler with Radio Accoustic Sounding System (RASS)
- 30-foot meteorological tower
- Trimble GPS

Equipment Images:



GENERAL CLAUSES

(Acquisition of Real Property Leasehold Interests in Land and Towers for Leases Up to \$250,000 Net Annual Rent)

- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- FAR 52.233-1 DISPUTES (MAY 2014)
- GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)
- GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2011)
- GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)
- GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)
- GSAR 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)
- GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)
- GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
- GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
- GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)
- GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)
- 5. GSAR 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) (1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

INITIALS: _____ & _____
LESSOR GOVERNMENT

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) **Representation.** The Offeror represents that—

(1) **It will, will not provide covered** telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Lease Number	Dated
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Complete appropriate boxes and sign the form. This form will be attached to, and be a part of, the lease. The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the lessor (e.g., owner) of the property offered, not an individual or agent representing the lessor.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
 - (2) The small business size standard is 41.5 million in annual average gross revenue of the concern for the last 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

2. 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that -
 - (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

PORT PLANNING AND MARKETING FUND
FINANCING CONTRACT

Project Name: East Mooring Basin Dredge Permitting

Project Number: 521208

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Port of Astoria (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$35,000.

Grant Amount: \$26,250.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 12 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.

- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
- (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- C. Costs Paid for by Others; No Administrative or Operating Costs. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to cover general administrative costs or port operating expenses.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) Recipient is an eligible port under the Act, and validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit B is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the state procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. Recipient shall:
 - (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (4) Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, final reports, web site and public statements, acknowledging that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- D. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- E. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- F. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- G. Professional Responsibility. All service providers retained for their professional expertise will be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- H. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. (1) Contributory Liability and Contractor Indemnification—Tort Claims.
- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent

for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 7.I (1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by any federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United

States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

SECTION 8 – EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Barring Recipient from receiving future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of all or a portion of the Grant and interest on all or any portion of the Grant earned by Recipient on those Grant funds.
 - (5) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: Deputy Director
Port of Astoria
422 Gateway Avenue
Suite 100
Astoria, OR 97103

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Oregon Business Development Department

PORT OF ASTORIA

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
Dirk Rohne, Commission President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.654 through 285A.660, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 27 March 2026.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient actually completes the Project.

EXHIBIT B - PROJECT DESCRIPTION




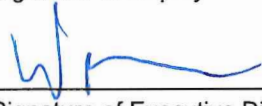
I. PROJECT DESCRIPTION

1. Recipient will hire a professional consultant and/or a professional with legal expertise to assist City of Astoria (“City”) with aligning code boundaries to allow for the issuance of a permit to Recipient for upland disposal of dredge material. The work will include the following at a minimum:
 - Coordinate and attend meetings with United States Army Corps of Engineers (“USACE”), Oregon Department of Land Conservation and Development (“DLCD”) and City to identify sources and solutions to the code and zoning issues.
 - Propose and draft code revisions.
 - Assist with ensuring permit is issued to Recipient.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Code Review & Agency Coordination	\$17,483	\$5,827
Project Management	\$8,767	\$2,923
Total	\$26,250	\$8,750

REQUEST FOR EXPENDITURE

SECTION A	Date:	12/18/2025	Department:	WFE - Marinas
	Staff Contact:	Stacy Bandy	Vendor (if determined):	Walker Macy
	Project Name:	East Mooring Basin - Dredging Disposal Site Zoning		
	Location & Purpose of Service or Product:	Professional consulting services to assist with permitting for dredging activities at the East Mooring Basin. Current dredging permits are invalid until local zoning issues are resolved.		
Cost Estimate:	NTE \$35,000			
SECTION B	1. Will services be performed on Port of Astoria property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	2. Does this expenditure exist within the Capital Projects List? (Original Budget Amount)			
		<input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes	\$ 762,745.00	
SECTION C	Account # for Item (ex: XXX-XX)	TOTAL		NET OF GRANTS
		710-00		
	FY 2025-2026 Budget for this Account	\$ 6,046,044	\$ 2,827,308	
	Amount Spent Year-to-Date for this Account	\$ 2,291,247	\$ 1,616,096	
	Amount Available to Spend for this Account	\$ 3,754,797	\$ 1,211,212	
Does this Request for Expenditure require Commission Approval (>=\$75,000)?				<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes (Skip to D.4)
SECTION D	3. Under Executive Director's discretion, will Request for Expenditure be submitted to Commission for approval?			
	<input type="checkbox"/> No / <input type="checkbox"/> Yes			
4. (Specify date of Commission meeting when item is scheduled to be heard/approved)				
SECTION E				
	Signature of Department Head		Signature of Deputy Director	
	Date: 12-17-25		Date: 12-19-25	
				
Signature of Finance Director		Signature of Executive Director		
Date: 12-19-25		Date: 3.31.26		
				(required if cost is unbudgeted, or > \$5,000 budgeted)

(over for Quotation Analysis)

Project: EMB - Dredging Disposal Site Zoning

Project Manager: Matt McGrath

Quotes obtained by: Stacy Bandy

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

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

Vendor	Amount	Description	Availability	Specific expertise	Other information
Walker Macy, Moffatt & Nichol, and Winterbrook Planning	Total Project NTE \$ 35,000. Moffatt & Nichol scope of work NTE \$ 23,310.	The consultants will support the permitting processes necessary to enable use of an in-water dredged material disposal site for the East Basin.	ASAP	Walker Macy has previously worked with the Port and is familiar with the waterfront, having designed the Waterfront Master Plan.	
Vendor selection & justification: (REQUIRED)	Walker Macy has previously worked with the Port and is familiar with the City of Astoria zoning having designed the Waterfront Master Plan. Walker Macy will coordinate with Winterbrook Planning and Moffatt & Nichol on the project. Total cost NTE \$35,000.				