

NEWS

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FOR IMMEDIATE RELEASE
Contact: Andrea Klaas

Date: May 6, 2018

Port of The Dalles Commission to Hold Meeting

The Port of The Dalles Commission will hold the Regular Board of Commissioners Meeting Wednesday, May 9, 2018 at the Port Administration Office, 3636 Klindt Dr., The Dalles, OR. The meeting will begin at 7:00PM. The Commission will dine at the HiWay House Restaurant before the meeting.

The meeting will address the main topics as follows (tentative agenda attached):

1. Resolution 2018-003
2. Marina Concession Agreement
3. Staff Report
4. Committee Representative Reports

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May 9, 2018 Meeting Agenda Port Office

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

UPCOMING MEETINGS / EVENTS / DATES:

- May 30, 2018: Budget Committee Meeting – Basement of the Mint, 5:30PM
- June 13, 2018: Port Commission Meeting – Port Office, 7:00PM

C. AGENDA CORRECTIONS or ADDITIONS

D. VISITOR BUSINESS (For items not already on the agenda – 10 minutes)

E. PORT CALENDAR/EVENTS

F. ACTION ITEMS:

1. April 11, 2018 Work Session Minutes and Regular Meeting Minutes
2. April, 2018 Financial Reports
3. 2018-19 Port Work Plan
4. Resolution 2018-003: Consent & Support of the Re-Application for Designation of the Wasco County Joint Enterprise Zone.

G. REPORTS

1. The Dalles Marina:
 - i. Concession Agreement
 - ii. Update
2. Staff Report
3. Reports of Committees
 - Wasco County EDC – Ursprung
 - Chamber of Commerce – Griffith
 - Dufur – Wallace
 - Urban Renewal - Coburn
 - R.A.R.E. - Ware
 - Community Outreach Team – Weast/Klaas

H. EXECUTIVE SESSION *(as allowed by ORS 192.660 (2) (2) (f) (h). This will include discussion of real property transactions, legal rights and duties of a public body with regard to current litigation and privileged legal communication. Media representatives are instructed not to report or disclose matters discussed in executive session.*

I. ACTION REQUIRED FROM EXECUTIVE SESSION DISCUSSION

J. COMMISSION CALL

1. President
2. Other Commissioner business

May 2018

| April 2018 | | | | | | | May 2018 | | | | | | | June 2018 | | | | | | | | |
|------------|----|----|----|----|----|----|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|---|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 | 2 | 3 | 4 | 5 | | | | | | | | | | 1 | 2 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | |
| 29 | 30 | | | | | | 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | | |

- ALK work
- US Holidays
- Holidays

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------------------|--|---|--|--|---|----------|
| 29 | 30 | 1 ■ 9:00 AM Budget Committee Meeting Notice to Newspaper for publication on May 9 | 2 | 3 ■ 9:00 AM Call w/ Andrea & Greg ■ 9:00 AM Michael Martin ■ 12:00 PM Julie Lunch | 4 ■ 9:00 AM Mark Brady - ORInc ■ 1:30 PM EZone Meeting | 5 |
| 6 | 7 ■ 9:00 AM Richard, David and Josh | 8 ■ 9:00 AM Gorge Commission | 9 ■ 9:00 AM Roger Andrea check in ■ 5:00 PM Port Meeting | 10 ■ 5:00 PM DEQ Commission meet and greet | 11 ■ 7:00 AM Chamber Econ. Dev ■ 10:00 AM KODL Coffee Break | 12 |
| 13 Mother's Day | 14 ■ 8:30 AM KIHR Radio | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 ■ 12:00 PM Julie Lunch | 25 ■ 12:00 PM COT | 26 |
| 27 | 28 Memorial Day | 29 John F. Kennedy's Birthday ■ 9:00 AM Forth Board of Directors Meeting @ Tue May 29, 2018 9am - 1pm (andrea@portofthedalles.com) ■ 10:00 AM Forth Executive Committee Call | 30 ■ 5:30 PM Budget Committee Meeting | 31 | 1 | 2 |

June 2018

| May 2018 | | | | | | | June 2018 | | | | | | | July 2018 | | | | | | | | | | | | | |
|----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|----|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | | | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | | | | | 1 | 2 | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | | |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31 | | | | | | | | | | | |

- ALK work
- US Holidays
- Holidays

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-------------------------|--|---|------------------------------------|-----------------------------|--|----------|
| 27 Memorial Day | 28 John F. Kennedy's Birthday 9:00 AM FORTH Board of Directors Meeting - Tue May 29, 2018 9am John Kennedy - portofhildales.com 10:00 AM FORTH Executive Committee Mtg | 29 8:00 PM Budget Committee Meeting | 30 | 31 | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 OEDA Summer Conference | 8 7:00 AM Chamber Econ. Dev 10:00 AM KODL Coffee Break | 9 |
| 10 8:30 AM KHR Radio | 11 Gorge Commission Meetings | 12 9:00 AM OR Regional Resiliency Assessment mtg 5:00 PM Port Meeting | 13 | 14 Flag Day | 15 | 16 |
| 17 Father's Day | 18 | 19 7:30 AM FORTH roadmap conference | 20 ... FORTH roadmap conference | 21 | 22 Nate, Carolyn, DJ (SAPA) 12:00 PM COT | 23 |
| 24 | 25 | 26 | 27 | 28 12:00 PM Julie Lunch | 29 | 30 |

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PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: F-1.) Meeting Minutes

Background:

- April 11, 2018 Work Session Minutes and Regular Meeting Minutes

Staff Recommendation:

- **Motion to approve the April 11, 2018 Work Session and Regular Meeting Minutes as presented**

Fiscal Impact: None

PORT OF THE DALLES COMMISSION
Regular Meeting Minutes
April 11, 2018
Port Office

The Regular Meeting of the Port Commissioners was called to order by President Greg Weast at 7:00PM

ROLL CALL

Present: Greg Weast, Mike Courtney, Robert Wallace, Staci Coburn, David Griffith

Staff: Andrea Klaas, Executive Director; Kathy Norton, Director's Assistant; Kathy Ursprung, Marketing & Communications; Bayoan Ware, RARE Participant; Angie Wilson, Bookkeeper; Bill Dick, Attorney

Guests: City of Dufur-Kathy Bostick, Merle Keys; PowderPure-Will Parkki, Mike Thornton, Kelli Grover.

Pledge of Allegiance: Commissioner Griffith

AGENDA CORRECTIONS or ADDITIONS

By consensus a Marina Update was added to the Reports of Committees.

VISITOR BUSINESS (for items not already on the agenda)

None

ACTION ITEMS

1. **Motion to approve the March 14, 2018 Regular Meeting Minutes. M/M.Courtney, S/R.Wallace. Motion approved unanimously.**
2. January 2018 Financial Reports – Avg Interest Rate for LGIP is 1.85%; Received \$21,000.00 land sale payment from BPA; YTD budget numbers reflect changes made a March meeting.
 - a. **Motion to approve February, 2018 Financial Reports as presented. M/R.Wallace, S/S.Coburn. Motion approved unanimously.**
3. City of Dufur Loan. Discussion: Kathy Bostick and Merle Keys updated the Commission on the status of the City of Dufur's water system improvement project. The water system improvements cost are projected to be \$351,675.00. The City is asking the Port for a \$175,000.00 loan at 4% to pay off over 5 years. The City will use the \$20,000.00 per year water meter fees as the source to pay off the loan. Port Attorney Bill Dick will work with Andrea to draft an Intergovernmental Agreement between the Port and the City of Dufur.
 - a. **Motion to approve a \$175,000.00 loan at 4% interest based on the LIBOR Index to be paid off in five (5) years to the City of Dufur for water system improvements. M/M.Courtney, S/S.Coburn. Motion approved unanimously.**
 - b. **LIBOR Index one (1) year rate is now 2.7%. 1.3% will be added to get to 4%**
4. PowderPure Site Plan. Discussion: Will Parkki presented the company's expansion site plan and updated the Commission on PowderPure's status. Currently 102 employees with expectations to increase to 143 employees. They provide living wage jobs with benefits and promotional pathways to encourage entry level employees to move up in the company. They have a 10 year lease on the facility with option to renew.
 - a. **Motion to approve PowderPure's expansion site plan as presented to the Commission. M/M.Courtney, S/S.Coburn. Motion approved unanimously.**

STAFF REPORT

1. *Staff Report:* A full report was provided in the Agenda Packet. Gorge Works-Kathy and Bayoan participated in the College and Career Fair representing Gorge Works and building our network of potential interns; Marina-Update on PUD electrical system upgrade and Anderson Perry sewer pump replacement project; Marina Launch Ramp-Working with OSMB engineers on ideas for launch ramp area, Jerry started weekly launch ramp cleanup; SDAO 2018 Safety grant closed; Klindt Cove Kiwanis Park-project moving forward after meeting with contractors; EverSummer-Report from Jordan/Chelsea landscaping regarding status of EverSummer landscaping and what is needed to clean it up. **Commission directed Port Attorney to draft document to give the Port the authority to enforce the Protective Covenants landscaping requirements. Commission directed the Executive Director to send a letter to all Port Industrial area property owners reminding them of the landscaping requirements;** BPA Meeting-Andrea reported the follow-up BPA staff meeting with the Port will be June 11, 2018 in The Dalles; Other-April 18 EDC grant preparation workshop; continuing work on Dufur website and tourism grant deliverables for May completion; preliminary review of Oregon Mines and PowderPure site plan; working on RDGB grant.
2. *Reports of Committees*
 - a) Wasco EDC: Ursprung – Keith Natz has joined the Committee. Action Committees reviewed and rearranged their structure.
 - b) Chamber of Commerce: Commissioner Griffith - Busy with Cherry Festival and start of tourism season. Working through the Strategic Planning process.
 - c) Dufur: Wallace – Update on School grants, bonds, new parking lot and solar project.
 - d) Urban Renewal: Coburn – Working on Mill Creek trail project. Sunshine Mill made the last payment on contract.
 - e) R.A.R.E: Bayoan Ware - updated the Commission on his activities in March, 2018.
 - f) COT: Weast/Klaas – Greg Weast provided a report on the COT trip to DC.
 - g) Marina: Angie Wilson provided current financial reports and an update on activities at the Marina: Boathouse Liabilities and compliance issues; clean up on hold for now; project to put a front on the garbage enclosure; 3 boathouses sold recently; only offering 6 month and annual leases for boat moorage.

8:08PM - In to Executive Session

EXECUTIVE SESSION *(as allowed by ORS 192.660 (2) (e) (f) (h)) This will include discussion of real property transactions, legal rights and duties of a public body with regard to current litigation and privileged legal communication. Media representatives are instructed not to report or disclose matters discussed in executive session.*

8:30 PM – Back to Regular Session

DECISIONS FROM EXECUTIVE SESSION

None

COMMISSION CALL

1. President G. Weast: Thanked Angie Wilson for doing awesome job at the Marina.
2. Other Commissioners:
 - a. Commissioner Griffith: Invited everyone to the College Foundation Auction on April 26, 2018.
 - b. Commissioner Coburn: Attended a training on effective City Government that provided valuable information on various types of meetings, what the State is going to start focusing on and enforcing regarding meetings and how organizations should review their rules of behavior.

- c. Commission Courtney: Brought to the attention of the Commission that there needs to be a succession plan for the future of the Port.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE PORT COMMISSION, the meeting adjourned at 8:45 PM.

PORT OF THE DALLES:

Greg Weast, President
Board of Commissioners

DATE APPROVED:
Prepared by: K.Norton

ATTEST:

Robert Wallace, Secretary
Board of Commissioners

PORT OF THE DALLES COMMISSION
Work Session Minutes
April 11, 2017
Port of The Dalles Administration Office

The Work Session of the Port Commissioners was called to order by President Greg Weast at 5:10pm.

ROLL CALL

Present: Greg Weast, Mike Courtney, Staci Coburn, Robert Wallace, David Griffith,
Staff: Andrea Klaas, Executive Director; Kathy Norton, Director's Assistant; Kathy Ursprung,
Marketing & Communications; Bayoan Ware, RARE Planner; Angie Wilson, Bookkeeper

Guests: Joan Silver, Jana Webb, Steve Kramer

AGENDA CORRECTIONS or ADDITIONS

Andrea introduced Bayoan Ware and asked him to report on the RARE program. Bayoan explained how the program works through the University of Oregon, what the process was that brought him to the Port and what his tasks are for the 11 months he will be working at the Port.

STRATEGIC PLAN REVIEW

Current Port Mission and Vision were reviewed and determined to still meet the needs of the Port District.

Current Goals were reviewed and updated where needed. Addition Goals and ideas were presented for discussion. A draft of the 2018-19 Work Plan is included as part of these minutes.

The Work Session adjourned at 6:40PM.

PORT OF THE DALLES:

ATTEST:

Greg Weast, President
Board of Commissioners

Robert Wallace, Secretary
Board of Commissioners

DATE APPROVED:

Prepared by: K.Norton

April 11, 2018
Port Work Session

First some background information from our Strategic Plan:

Port Mission:

The Port is dedicated to supporting the creation, retention, expansion, and recruitment of business and jobs that will enhance the economy of the port district.

Port Vision:

The Port will be a critical contributor to economic development in the region by continuing its successful public partnerships and private sector facilitation. In addition to industrial land development, the Port will explore new, fiscally responsible, employment-generating strategies that increase the wealth and well-being of the Port District.

Goals:

- **Goal: Industrial Development** – The Port will leverage its financial and physical assets to further the mission statement and continue industrial sector growth.
 - *Objective 1: Land Development (in The Dalles and Port District)*
Instigate and/or facilitate development of industrial lands in the District
 - *Objective 2: Land Redevelopment (in The Dalles and Port District)*
 - Instigate and/or facilitate redevelopment of currently underdeveloped industrial lands and facilities in the District
 - *Objective 3: Land Supply (in the region)*
 - Ensure a buildable industrial land supply of 250–300 acres over the next 20 years that will compliment the goals of the Port District
- **Goal: Regional Participation** – The Port will engage in regional economic development through strategic partnerships with public and private groups in the District and surrounding areas.
 - *Objective 1: Partnerships*

- Engage in strategic partnerships with public **and private** entities in the District and region to aid completion of economic development projects
- *Objective 2: Renewable Energy Industry*
 - Encourage development of the renewable energy industry (~~generation projects, supply chain manufacturing, supporting services, etc.~~) in the District and region
- *Objective 3: Land Development (in the region)*
 - **Work-Partner (collaborate)** with regional communities to promote economic development and support job creation on industrial lands
- **Goal: Facilitation and Recruitment** – The Port will continue its successful partnerships with the public and private sectors to facilitate economic development and recruit business to the District and region.
- *Objective 1: Recruitment*
 - Work with landowners and prospective businesses to increase industrial economic development and employment in the District and region
- *Objective 2: Facilitation*
 - *Act as the liaison between businesses, property owners, State agencies, and others to encourage business development in the District and the region.–*
- ~~*Objective 2: Renewable Energy Industry*~~
 - ~~Encourage development of the renewable energy industry (generation projects, supply chain manufacturing, supporting services, etc.) in the District and region~~
- ~~*Objective 3: Recreation Industry*~~
 - ~~Encourage development of recreation industry projects that provide economic development and create jobs in the District and region–~~
- **Goal: Fiscal Strength** – The Port will ensure its fiscal accountability and long-term strength by exploring new revenue sources and investing responsibly in projects.
- *Objective 1: Land Development*
 - Instigate and/or facilitate development or redevelopment of industrial lands in The Dalles, the Port District, and communities throughout the region

Items to Think About:

Here are some ideas that Staff came up with and the associated Goal that they tie in with.

Goal: Industrial Development:

1. Acquiring Additional Property:
 1. Land
 1. The Dalles? Dufur? Maupin?
 2. Only Industrial, or is there interest in Commercial (an a very limited case by case basis) or Commercial/Light Industrial?
 2. Any interest in buildings? Maybe, again on a limited basis
 3. Should we continue with the "Deal of the Month"? Yes Any specific parameters?
2. Maupin - Maupin is not part of the Port District, but has indicated several times that they may be interested in joining the Port.
 1. Should we actively engage them in this conversation? Maupin needs to be the driver in this.
 2. Should the Port consider annexing the entire County into the Port District? General consensus was "no", but it was suggested the Port look at Malheur County and see what is happening there.
3. UGB Expansion
 1. Should the Port take a leadership role in this? Yes Up until now we have acted in a supportive role letting the City and County drive the process.
 2. Possible individual properties to try and move forward on: Munsen pit, Webb Auction yard

Goal: Regional Participation:

1. It will be important for the Port and the Community to engage with the Gorge Commission over the next few years since the Gorge Commission is taking on several large projects with far-reaching consequences:
 1. Defining a process for the Urban Growth Boundary Expansion
 2. Updating the Management Plan
 3. Expanding the Economic Development portion of the Act

Goal: Facilitation and Recruitment:

1. GorgeWorks

This program is in its infancy this year, but so far the business reception has been very strong. This program came about from input from Port businesses during our annual visits where they indicated that they would be willing to train workers. The Port has fully supported this first year dedicating staff time and RARE participant resources to get it off the ground.

Staff is recommending that the Port support this program for one additional year while we work out the kinks and also develop a relationship with another entity to turn the project over to.

2. Value Added Ag facility evaluation/feasibility

1. It appears that there are a variety of needs in this industry cluster, but staff is unsure what is the best way for the Port to help. Dry storage and cold storage seem to be the biggest need, but it is unlikely that the Port will want to use any of its existing land for a storage facility due to the low number of associated jobs.
2. Bayoan and industry partners continue to talk to see if there is an identifiable project.

3. Enterprise Zone Renewal support

Goal: Fiscal Strength:

1. Continue to look for partnerships for development/redevelopment.

PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: F-2.) Financial Reports

Background:

AVG Interest Rate for LGIP is 2.10%

Annual Marina Loan payment to General Fund was received in April.

General Fund, Port Development Fund and Marina Fund:

We are currently 80% into the budget year. We are within budget in all categories.

Staff Recommendation:

- **Motion to approve the April, 2018 Financial Reports as presented.**

Fiscal Impact:

Port of The Dalles
Balance Sheet by Class
As of April 30, 2018

| | General F... | Marina F... | Port Devel... | Unclassifi... | TOTAL |
|--|-------------------|------------------|---------------------|---------------|---------------------|
| ASSETS | | | | | |
| Current Assets | | | | | |
| Checking/Savings | | | | | |
| CSB Checking | | | | | |
| General Checking | 45,397.95 | 0.00 | 0.00 | 0.00 | 45,397.95 |
| Marina Checking | 0.00 | 6,169.94 | 0.00 | 0.00 | 6,169.94 |
| Port Develop. Checking | 0.00 | 0.00 | 15,148.45 | 0.00 | 15,148.45 |
| Total CSB Checking | 45,397.95 | 6,169.94 | 15,148.45 | 0.00 | 66,716.34 |
| LGIP | | | | | |
| Marina Services | 0.00 | 47,423.95 | 0.00 | 0.00 | 47,423.95 |
| Port Develop | 0.00 | 0.00 | 2,915,158.08 | 0.00 | 2,915,158.08 |
| General | 679,005.59 | 0.00 | 0.00 | 0.00 | 679,005.59 |
| Total LGIP | 679,005.59 | 47,423.95 | 2,915,158.08 | 0.00 | 3,641,587.62 |
| Petty Cash | 74.51 | 28.54 | 46.95 | 0.00 | 150.00 |
| Total Checking/Savings | 724,478.05 | 53,622.43 | 2,930,353.48 | 0.00 | 3,708,453.96 |
| Total Current Assets | 724,478.05 | 53,622.43 | 2,930,353.48 | 0.00 | 3,708,453.96 |
| TOTAL ASSETS | 724,478.05 | 53,622.43 | 2,930,353.48 | 0.00 | 3,708,453.96 |
| LIABILITIES & EQUITY | | | | | |
| Liabilities | | | | | |
| Current Liabilities | | | | | |
| Other Current Liabilities | | | | | |
| Payroll Liabilities | | | | | |
| P/R Taxes Payable- Pers | 831.59 | 0.00 | 0.00 | 0.00 | 831.59 |
| Payroll Liabilities - Other | 199.14 | 0.00 | 0.00 | 0.00 | 199.14 |
| Total Payroll Liabilities | 1,030.73 | 0.00 | 0.00 | 0.00 | 1,030.73 |
| Total Other Current Liabilities | 1,030.73 | 0.00 | 0.00 | 0.00 | 1,030.73 |
| Total Current Liabilities | 1,030.74 | 0.00 | 0.00 | 0.00 | 1,030.74 |
| Total Liabilities | 1,030.74 | 0.00 | 0.00 | 0.00 | 1,030.74 |
| Equity | | | | | |
| Unrestricted Net Assets | 641,190.43 | 53,064.53 | 3,026,553.56 | 0.00 | 3,720,808.52 |
| Net Income | 82,256.89 | 557.84 | -96,200.08 | 0.00 | -13,385.35 |
| Total Equity | 723,447.32 | 53,622.37 | 2,930,353.48 | 0.00 | 3,707,423.17 |
| TOTAL LIABILITIES & EQUITY | 724,478.06 | 53,622.37 | 2,930,353.48 | 0.00 | 3,708,453.91 |
| UNBALANCED CLASSES | -0.01 | 0.06 | 0.00 | 0.00 | -0.05 |

Port of The Dalles
Monthly Activity Report by Fund
April 2018

| | General Fu... | Marina Fund | Port Devel... | TOTAL |
|--|---------------|-------------|---------------|-----------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| Transient Moorage | | | | |
| Guests | 25.00 | 0.00 | 0.00 | 25.00 |
| Total Transient Moorage | 25.00 | 0.00 | 0.00 | 25.00 |
| Interest From Earnings | 1,280.81 | 82.02 | 5,042.01 | 6,404.84 |
| Prior Yr Property Tax | 745.93 | 0.00 | 0.00 | 745.93 |
| Interest From Contracts | | | | |
| Marina Loan | 11,621.18 | 0.00 | 0.00 | 11,621.18 |
| Total Interest From Contracts | 11,621.18 | 0.00 | 0.00 | 11,621.18 |
| lease-land/Facility | 8,900.00 | 0.00 | 0.00 | 8,900.00 |
| SDAO Grant | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| Land Sales | 0.00 | 0.00 | 399.95 | 399.95 |
| Property Tax | 1,224.20 | 0.00 | 0.00 | 1,224.20 |
| Total Income | 26,797.12 | 82.02 | 5,441.96 | 32,321.10 |
| Gross Profit | 26,797.12 | 82.02 | 5,441.96 | 32,321.10 |
| Expense | | | | |
| PERSONAL SERVICES- | | | | |
| Payroll Expenses | | | | |
| Wages | | | | |
| Marketing/Communications | 1,958.33 | 0.00 | 1,958.33 | 3,916.66 |
| Salary- Exec. Director | 4,166.67 | 0.00 | 4,166.67 | 8,333.34 |
| Maintenance Supervisor | 2,625.00 | 0.00 | 0.00 | 2,625.00 |
| Admin/Marina Specialist | 3,192.00 | 0.00 | 0.00 | 3,192.00 |
| Total Wages | 11,942.00 | 0.00 | 6,125.00 | 18,067.00 |
| FICA-EMPLOYER | 913.58 | 0.00 | 468.56 | 1,382.14 |
| PERS EMPLOYER | 589.58 | 0.00 | 0.00 | 589.58 |
| WRKRS COMP EMPLOYER | 10.37 | 0.00 | 4.02 | 14.39 |
| Payroll Expenses - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Payroll Expenses | 13,455.53 | 0.00 | 6,597.58 | 20,053.11 |
| Health Insurance | 2,343.58 | 0.00 | 2,274.08 | 4,617.66 |
| Total PERSONAL SERVICES- | 15,799.11 | 0.00 | 8,871.66 | 24,670.77 |
| MATERIAL AND SERVICES- | | | | |
| Transient Moorage Expense | | | | |
| Transient Moorage Utilities | 20.00 | 0.00 | 0.00 | 20.00 |
| Total Transient Moorage Expense | 20.00 | 0.00 | 0.00 | 20.00 |
| Contracted Service | 917.50 | 0.00 | 0.00 | 917.50 |
| Develop and Comm | 57.33 | 0.00 | 0.00 | 57.33 |
| Dues, Fees and Subscriptions | 330.00 | 0.00 | 0.00 | 330.00 |
| Legal | 0.00 | 0.00 | 530.00 | 530.00 |
| Maintenance and Repair | | | | |
| Weed Control/landscaping | 4,713.70 | 0.00 | 0.00 | 4,713.70 |
| Shop | 1,292.46 | 0.00 | 0.00 | 1,292.46 |
| Office | 55.96 | 0.00 | 0.00 | 55.96 |
| Vehicle Expense | | | | |
| Repair | 52.62 | 0.00 | 0.00 | 52.62 |
| Gas | 145.58 | 0.00 | 0.00 | 145.58 |
| Total Vehicle Expense | 198.20 | 0.00 | 0.00 | 198.20 |
| Total Maintenance and Repair | 6,260.32 | 0.00 | 0.00 | 6,260.32 |
| Launch Ramp | | | | |
| Supplies | 91.99 | 0.00 | 0.00 | 91.99 |

Port of The Dalles
Monthly Activity Report by Fund
April 2018

| | General Fu... | Marina Fund | Port Devel... | TOTAL |
|-------------------------------------|------------------|--------------|------------------|------------------|
| Launch Ramp Water | 125.27 | 0.00 | 0.00 | 125.27 |
| Launch Ramp Electric | 66.01 | 0.00 | 0.00 | 66.01 |
| Total Launch Ramp | 283.27 | 0.00 | 0.00 | 283.27 |
| Office Supplies | 202.82 | 0.00 | 0.00 | 202.82 |
| Travel Expense | 882.90 | 0.00 | 42.51 | 925.41 |
| Utilities | | | | |
| Office | | | | |
| Water Office | 50.30 | 0.00 | 0.00 | 50.30 |
| Office Electric | 223.53 | 0.00 | 0.00 | 223.53 |
| Sewer Office | 106.64 | 0.00 | 0.00 | 106.64 |
| Garbage Office | 78.26 | 0.00 | 0.00 | 78.26 |
| Telephone | 320.51 | 0.00 | 17.50 | 338.01 |
| Total Office | 779.24 | 0.00 | 17.50 | 796.74 |
| Total Utilities | 779.24 | 0.00 | 17.50 | 796.74 |
| Marketing Expenses | | | | |
| Media/Promo | 0.00 | 0.00 | 2.99 | 2.99 |
| Travel | 845.00 | 0.00 | 191.44 | 1,036.44 |
| Total Marketing Expenses | 845.00 | 0.00 | 194.43 | 1,039.43 |
| Total MATERIAL AND SERVICES- | 10,578.38 | 0.00 | 784.44 | 11,362.82 |
| CAPITAL OUTLAYS- | | | | |
| Land Acquisition/Development | 0.00 | 0.00 | 115.23 | 115.23 |
| Total CAPITAL OUTLAYS- | 0.00 | 0.00 | 115.23 | 115.23 |
| Total Expense | 26,377.49 | 0.00 | 9,771.33 | 36,148.82 |
| Net Ordinary Income | 419.63 | 82.02 | -4,329.37 | -3,827.72 |
| Net Income | 419.63 | 82.02 | -4,329.37 | -3,827.72 |

Port of The Dalles-GENERAL
Profit & Loss Budget vs. Actual-SUMMARY
July 2017 through April 2018

| | <u>Jul '17 - Ap...</u> | <u>Budget</u> | <u>% of Budget</u> |
|-------------------------------|-------------------------|--------------------------|---------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Beginning Fund Balance | 0.00 | 589,788.00 | 0.0% |
| Or. St. Marine Board Grant | 18,447.00 | | |
| Transient Moorage | 802.50 | 2,300.00 | 34.9% |
| Map Grant | 0.00 | 9,800.00 | 0.0% |
| Interest From Earnings | 9,071.18 | 7,372.00 | 123.0% |
| Prior Yr Property Tax | 9,558.52 | 12,000.00 | 79.7% |
| Interest From Contracts | 11,621.18 | 1,889.00 | 615.2% |
| Misc. Income | 20,881.52 | 2,300.00 | 907.9% |
| lease-land/Facility | 24,969.90 | 30,064.00 | 83.1% |
| SDAO Grant | 3,000.00 | 6,000.00 | 50.0% |
| Land Sales | 399.95 | | |
| Marina Loan | 0.00 | 9,449.00 | 0.0% |
| Property Tax | 300,602.68 | 305,460.00 | 98.4% |
| Total Income | <u>399,354.43</u> | <u>976,422.00</u> | <u>40.9%</u> |
| Gross Profit | 399,354.43 | 976,422.00 | 40.9% |
| Expense | | | |
| PERSONAL SERVICES- | 154,293.14 | 189,234.00 | 81.5% |
| MATERIAL AND SERVICES- | 134,680.28 | 186,250.00 | 72.3% |
| CAPITAL OUTLAYS- | 28,124.12 | 30,000.00 | 93.7% |
| Total Expense | <u>317,097.54</u> | <u>405,484.00</u> | <u>78.2%</u> |
| Net Ordinary Income | 82,256.89 | 570,938.00 | 14.4% |
| Other Income/Expense | | | |
| Other Expense | | | |
| Transfer to Other Funds | 0.00 | 100,000.00 | 0.0% |
| General Operating Contingency | 0.00 | 32,000.00 | 0.0% |
| Total Other Expense | <u>0.00</u> | <u>132,000.00</u> | <u>0.0%</u> |
| Net Other Income | 0.00 | -132,000.00 | 0.0% |
| Net Income | <u><u>82,256.89</u></u> | <u><u>438,938.00</u></u> | <u><u>18.7%</u></u> |

Port of The Dalles-GENERAL
Profit & Loss Budget vs. Actual-DETAIL
 July 2017 through April 2018

| | Jul '17 - A... | Budget | % of Budget |
|--|----------------|------------|-------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Beginning Fund Balance | 0.00 | 589,788.00 | 0.0% |
| Or. St. Marine Board Grant | 18,447.00 | | |
| Transient Moorage | | | |
| Guests | 802.50 | | |
| Transient Moorage - Other | 0.00 | 2,300.00 | 0.0% |
| Total Transient Moorage | 802.50 | 2,300.00 | 34.9% |
| Map Grant | | | |
| Launch Ramp | 0.00 | 9,800.00 | 0.0% |
| Total Map Grant | 0.00 | 9,800.00 | 0.0% |
| Interest From Earnings | 9,071.18 | 7,372.00 | 123.0% |
| Prior Yr Property Tax | 9,558.52 | 12,000.00 | 79.7% |
| Interest From Contracts | | | |
| Marina Loan | 11,621.18 | 1,889.00 | 615.2% |
| Total Interest From Contracts | 11,621.18 | 1,889.00 | 615.2% |
| Misc. Income | | | |
| lease-land/Facility | 20,881.52 | 2,300.00 | 907.9% |
| SDAO Grant | 24,969.90 | 30,064.00 | 83.1% |
| Land Sales | 3,000.00 | 6,000.00 | 50.0% |
| 399.95 | | | |
| Marina Loan | | | |
| Property Tax | 0.00 | 9,449.00 | 0.0% |
| | 300,602.68 | 305,460.00 | 98.4% |
| Total Income | 399,354.43 | 976,422.00 | 40.9% |
| Gross Profit | 399,354.43 | 976,422.00 | 40.9% |
| Expense | | | |
| PERSONAL SERVICES- | | | |
| Payroll Expenses | | | |
| Wages | | | |
| Marketing/Communications | 3,916.66 | 10,000.00 | 39.2% |
| Salary- Exec. Director | 44,507.61 | 75,000.00 | 59.3% |
| Maintenance Supervisor | 26,130.68 | 29,750.00 | 87.8% |
| Development Specialist | 119.32 | | |
| Admin/Marina Specialist | 32,832.00 | 21,500.00 | 152.7% |
| Total Wages | 107,506.27 | 136,250.00 | 78.9% |
| FICA-EMPLOYER | 8,427.09 | 10,000.00 | 84.3% |
| PERS EMPLOYER | 10,455.60 | 12,000.00 | 87.1% |
| Unemployment Payments | 0.00 | 1.00 | 0.0% |
| WRKRS COMP EMPLOYER | 1,993.14 | 2,500.00 | 79.7% |
| Payroll Expenses - Other | 2,735.52 | | |
| Total Payroll Expenses | 131,117.62 | 160,751.00 | 81.6% |
| Health Insurance | 23,175.52 | 28,483.00 | 81.4% |
| Total PERSONAL SERVICES- | 154,293.14 | 189,234.00 | 81.5% |
| MATERIAL AND SERVICES- | | | |
| Transient Moorage Expense | | | |
| Transient Moorage Utilities | 244.14 | 1,000.00 | 24.4% |
| Total Transient Moorage Expense | 244.14 | 1,000.00 | 24.4% |
| Contracted Service | 18,830.00 | 34,750.00 | 54.2% |
| Account and Audit | 15,410.00 | 18,000.00 | 85.6% |
| Develop and Comm | 3,877.25 | 10,000.00 | 38.8% |
| Dues, Fees and Subscriptions | 23,320.85 | 10,000.00 | 233.2% |
| Insurance-Liability | 10,548.00 | 15,000.00 | 70.3% |
| Legal | 2,695.00 | 5,000.00 | 53.9% |

Port of The Dalles-GENERAL
Profit & Loss Budget vs. Actual-DETAIL
 July 2017 through April 2018

| | Jul '17 - A... | Budget | % of Budget |
|---------------------------------------|----------------|------------|-------------|
| Maintenance and Repair | | | |
| Weed Control/landscaping | 11,779.79 | 15,000.00 | 78.5% |
| Shop | 11,470.20 | 4,100.00 | 279.8% |
| Office | 496.56 | 6,400.00 | 7.8% |
| Vehicle Expense | | | |
| Repair | 3,224.46 | | |
| Gas | 1,420.42 | | |
| Vehicle Expense - Other | 0.00 | 1,500.00 | 0.0% |
| Total Vehicle Expense | 4,644.88 | 1,500.00 | 309.7% |
| Maintenance and Repair - Other | 0.00 | 0.00 | 0.0% |
| Total Maintenance and Repair | 28,391.43 | 27,000.00 | 105.2% |
| Launch Ramp | | | |
| Supplies | 2,383.39 | 10,300.00 | 23.1% |
| Cleaning Service Launch Ramp | 0.00 | 8,400.00 | 0.0% |
| Launch Ramp Water | 1,252.70 | 1,800.00 | 69.6% |
| Launch Ramp Garbage | 0.00 | 0.00 | 0.0% |
| Launch Ramp Electric | 472.31 | 1,500.00 | 31.5% |
| Launch Ramp - Other | 0.00 | 0.00 | 0.0% |
| Total Launch Ramp | 4,108.40 | 22,000.00 | 18.7% |
| Office Supplies | 6,731.54 | 7,500.00 | 89.8% |
| Office Equipment | 1,579.00 | 3,000.00 | 52.6% |
| Staff Development/Enhance | 909.00 | 5,000.00 | 18.2% |
| Travel Expense | 7,596.54 | 10,000.00 | 76.0% |
| Utilities | | | |
| Industrial | | | |
| Industrial Water | 911.29 | 4,000.00 | 22.8% |
| Total Industrial | 911.29 | 4,000.00 | 22.8% |
| Office | | | |
| Water Office | 1,663.51 | 4,100.00 | 40.6% |
| Office Electric | 2,142.62 | 2,100.00 | 102.0% |
| Sewer Office | 783.12 | | |
| Garbage Office | 770.91 | 1,000.00 | 77.1% |
| Telephone | 2,447.68 | 6,800.00 | 36.0% |
| Office - Other | 0.00 | 0.00 | 0.0% |
| Total Office | 7,807.84 | 14,000.00 | 55.8% |
| Total Utilities | 8,719.13 | 18,000.00 | 48.4% |
| Marketing Expenses | | | |
| Travel | 1,720.00 | | |
| Total Marketing Expenses | 1,720.00 | | |
| Total MATERIAL AND SERVICES- | 134,680.28 | 186,250.00 | 72.3% |
| CAPITAL OUTLAYS- | | | |
| Launch Ramp(parking lot) | 24,280.12 | | |
| Building Improvements | 3,844.00 | 30,000.00 | 12.8% |
| Total CAPITAL OUTLAYS- | 28,124.12 | 30,000.00 | 93.7% |
| Total Expense | 317,097.54 | 405,484.00 | 78.2% |
| Net Ordinary Income | 82,256.89 | 570,938.00 | 14.4% |
| Other Income/Expense | | | |
| Other Expense | | | |
| Transfer to Other Funds | 0.00 | 100,000.00 | 0.0% |
| General Operating Contingency | 0.00 | 32,000.00 | 0.0% |

Port of The Dalles-GENERAL
Profit & Loss Budget vs. Actual-DETAIL
July 2017 through April 2018

| | <u>Jul '17 - A...</u> | <u>Budget</u> | <u>% of Budget</u> |
|---------------------|-----------------------|-------------------|--------------------|
| Total Other Expense | 0.00 | 132,000.00 | 0.0% |
| Net Other Income | 0.00 | -132,000.00 | 0.0% |
| Net Income | <u>82,256.89</u> | <u>438,938.00</u> | <u>18.7%</u> |

Port of The Dalles-PDF
Profit & Loss Budget vs. Actual-SUMMARY
 July 2017 through April 2018

| | <u>Jul '17 - Ap...</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|--------------------------|----------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Beginning Fund Balance | 0.00 | 2,938,609.00 | 0.0% |
| Interest From Earnings | 31,901.15 | 26,000.00 | 122.7% |
| Interest From Contracts | 0.00 | 11,046.00 | 0.0% |
| Flex/Tenant Bldg Const-Ln/Grant matching grants | 0.00 11,111.00 | 200,000.00 | 0.0% |
| Misc. Income | 720.00 | 1,652.00 | 43.6% |
| Land Sales | 178,951.87 | 992,848.00 | 18.0% |
| Marina | 170.00 | | |
| Total Income | <u>222,854.02</u> | <u>4,170,155.00</u> | <u>5.3%</u> |
| Gross Profit | 222,854.02 | 4,170,155.00 | 5.3% |
| Expense | | | |
| PERSONAL SERVICES- | 97,498.73 | 127,223.00 | 76.6% |
| MATERIAL AND SERVICES- | 52,954.33 | 180,650.00 | 29.3% |
| CAPITAL OUTLAYS- | 15,924.89 | 3,105,000.00 | 0.5% |
| Total Expense | <u>166,377.95</u> | <u>3,412,873.00</u> | <u>4.9%</u> |
| Net Ordinary Income | 56,476.07 | 757,282.00 | 7.5% |
| Other Income/Expense | | | |
| Other Income | | | |
| transfer from other funds | 0.00 | 100,000.00 | 0.0% |
| Total Other Income | 0.00 | 100,000.00 | 0.0% |
| Other Expense | | | |
| Transfer to Other Funds | 0.00 | 0.00 | 0.0% |
| Other Debt Service | 152,676.15 | 153,500.00 | 99.5% |
| General Operating Contingency | 0.00 | 46,500.00 | 0.0% |
| Total Other Expense | <u>152,676.15</u> | <u>200,000.00</u> | <u>76.3%</u> |
| Net Other Income | -152,676.15 | -100,000.00 | 152.7% |
| Net Income | <u><u>-96,200.08</u></u> | <u><u>657,282.00</u></u> | <u><u>-14.6%</u></u> |

Port of The Dalles-PDF
Profit & Loss Budget vs. Actual-DETAIL
 July 2017 through April 2018

| | Jul '17 - Ap... | Budget | % of Budget |
|---|-----------------|--------------|-------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Beginning Fund Balance | 0.00 | 2,938,609.00 | 0.0% |
| Interest From Earnings | 31,901.15 | 26,000.00 | 122.7% |
| Interest From Contracts | 0.00 | 11,046.00 | 0.0% |
| Flex/Tenant Bldg Const-Ln/Grant matching grants | 0.00 | 200,000.00 | 0.0% |
| Misc. Income | 11,111.00 | | |
| Land Sales | 720.00 | 1,652.00 | 43.6% |
| Land Sales | 178,951.87 | 992,848.00 | 18.0% |
| Marina | | | |
| Misc. Income | 170.00 | | |
| Total Marina | 170.00 | | |
| Total Income | 222,854.02 | 4,170,155.00 | 5.3% |
| Gross Profit | 222,854.02 | 4,170,155.00 | 5.3% |
| Expense | | | |
| PERSONAL SERVICES- | | | |
| Payroll Expenses | | | |
| Wages | | | |
| Marketing/Communications | 35,249.94 | 45,900.00 | 76.8% |
| Assistant Spec. Projects | 0.00 | 21,500.00 | 0.0% |
| Salary- Exec. Director | 36,174.28 | 25,000.00 | 144.7% |
| Maintenance Supervisor | 0.00 | 5,250.00 | 0.0% |
| Total Wages | 71,424.22 | 97,650.00 | 73.1% |
| FICA-EMPLOYER | 5,463.95 | 8,000.00 | 68.3% |
| PERS EMPLOYER | 0.00 | 400.00 | 0.0% |
| WRKRS COMP EMPLOYER | 59.84 | 120.00 | 49.9% |
| Payroll Expenses - Other | 84.00 | | |
| Total Payroll Expenses | 77,032.01 | 106,170.00 | 72.6% |
| Health Insurance | 20,466.72 | 21,053.00 | 97.2% |
| Total PERSONAL SERVICES- | 97,498.73 | 127,223.00 | 76.6% |
| MATERIAL AND SERVICES- | | | |
| Land Sales | | | |
| Land Sales Closing Cost | 0.00 | 14,000.00 | 0.0% |
| Land Sale Commissions | 0.00 | 35,000.00 | 0.0% |
| Total Land Sales | 0.00 | 49,000.00 | 0.0% |
| Contracted Service | 17,625.00 | 36,750.00 | 48.0% |
| Develop and Comm | 1,615.16 | 2,000.00 | 80.8% |
| Dues, Fees and Subscriptions | 1,009.00 | | |
| Legal | 11,996.80 | 20,000.00 | 60.0% |
| Office Supplies | 335.36 | 2,000.00 | 16.8% |
| Office Equipment | 1,749.00 | | |
| Travel Expense | 42.51 | | |
| Utilities | | | |
| Office | | | |
| Telephone | 122.50 | | |
| Total Office | 122.50 | | |
| Utilities - Other | 0.00 | 900.00 | 0.0% |
| Total Utilities | 122.50 | 900.00 | 13.6% |
| Marketing Expenses | | | |
| Media/Promo | 6,856.28 | 55,000.00 | 12.5% |
| Travel | 11,602.72 | 15,000.00 | 77.4% |

**Port of The Dalles-PDF
 Profit & Loss Budget vs. Actual-DETAIL
 July 2017 through April 2018**

| | <u>Jul '17 - Ap...</u> | <u>Budget</u> | <u>% of Budget</u> |
|---------------------------------|--------------------------|--------------------------|----------------------|
| Total Marketing Expenses | 18,459.00 | 70,000.00 | 26.4% |
| Total MATERIAL AND SERVICES- | 52,954.33 | 180,650.00 | 29.3% |
| CAPITAL OUTLAYS- | | | |
| Engineering/Consultants | 10,932.80 | 100,000.00 | 10.9% |
| Land Acquisition/Development | 1,849.25 | 2,500,000.00 | 0.1% |
| PDF- Facility Improvements | 3,142.84 | 5,000.00 | 62.9% |
| Partnership Projects | 0.00 | 500,000.00 | 0.0% |
| Total CAPITAL OUTLAYS- | 15,924.89 | 3,105,000.00 | 0.5% |
| Total Expense | 166,377.95 | 3,412,873.00 | 4.9% |
| Net Ordinary Income | 56,476.07 | 757,282.00 | 7.5% |
| Other Income/Expense | | | |
| Other Income | | | |
| transfer from other funds | | | |
| General Fund | 0.00 | 100,000.00 | 0.0% |
| Total transfer from other funds | 0.00 | 100,000.00 | 0.0% |
| Total Other Income | 0.00 | 100,000.00 | 0.0% |
| Other Expense | | | |
| Transfer to Other Funds | 0.00 | 0.00 | 0.0% |
| Other Debt Service | 152,676.15 | 153,500.00 | 99.5% |
| General Operating Contingency | 0.00 | 46,500.00 | 0.0% |
| Total Other Expense | 152,676.15 | 200,000.00 | 76.3% |
| Net Other Income | -152,676.15 | -100,000.00 | 152.7% |
| Net Income | <u><u>-96,200.08</u></u> | <u><u>657,282.00</u></u> | <u><u>-14.6%</u></u> |

Port of The Dalles-MARINA
Profit & Loss Budget vs. Actual-SUMMARY
 July 2017 through April 2018

| | <u>Jul '17 - Ap...</u> | <u>Budget</u> | <u>% of Budget</u> |
|--------------------------------|------------------------|-------------------------|--------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Beginning Fund Balance | 0.00 | 54,500.00 | 0.0% |
| Interest From Earnings | 557.84 | 500.00 | 111.6% |
| Total Income | <u>557.84</u> | <u>55,000.00</u> | <u>1.0%</u> |
| Gross Profit | 557.84 | 55,000.00 | 1.0% |
| Expense | | | |
| MATERIAL AND SERVICES- | 0.00 | 6,100.00 | 0.0% |
| Total Expense | <u>0.00</u> | <u>6,100.00</u> | <u>0.0%</u> |
| Net Ordinary Income | 557.84 | 48,900.00 | 1.1% |
| Other Income/Expense | | | |
| Other Expense | | | |
| General Operating Contingency | 0.00 | 30,000.00 | 0.0% |
| Total Other Expense | <u>0.00</u> | <u>30,000.00</u> | <u>0.0%</u> |
| Net Other Income | <u>0.00</u> | <u>-30,000.00</u> | <u>0.0%</u> |
| Net Income | <u><u>557.84</u></u> | <u><u>18,900.00</u></u> | <u><u>3.0%</u></u> |

Port of The Dalles
Account QuickReport
 As of April 30, 2018

| Type | Num | Name | Memo | Paid Amount |
|-------------------------|-------|-------------------------|-------------------------|-------------|
| CSB Checking | | | | |
| General Checking | | | | |
| Deposit | | | Deposit | 3,600.00 |
| Deposit | | | Deposit | 12,246.18 |
| Check | EFT | Brokers National Lif... | | -71.40 |
| Liability Check | EFT | Oregon Department... | 0504064-4 | -598.00 |
| Liability Check | EFT | United States Treas... | 93-6001833 | -2,198.52 |
| Transfer | | | Funds Transfer | 25,000.00 |
| Bill Pmt -Check | 23467 | Anderson Perry and... | | -412.50 |
| Bill Pmt -Check | 23468 | Andrea Klaas | VOID: | 0.00 |
| Bill Pmt -Check | 23469 | Angie Wilson | | -845.00 |
| Bill Pmt -Check | 23470 | At&t | | -76.02 |
| Bill Pmt -Check | 23471 | Bohns Printing | | -148.86 |
| Bill Pmt -Check | 23472 | Cascade Vegetatio... | | -2,650.00 |
| Bill Pmt -Check | 23473 | Chamberlin Agricult... | | -93.70 |
| Bill Pmt -Check | 23474 | City Of The Dalles. | | -282.21 |
| Bill Pmt -Check | 23475 | Hattenhauer Energy... | | -145.58 |
| Bill Pmt -Check | 23476 | Lilos | | -330.00 |
| Bill Pmt -Check | 23477 | PUD | | -309.54 |
| Bill Pmt -Check | 23478 | Sawyers Ace Hard... | | -262.78 |
| Bill Pmt -Check | 23479 | SDIS | | -4,474.86 |
| Bill Pmt -Check | 23480 | The Dalles Disposal | | -78.26 |
| Bill Pmt -Check | 23481 | Staci Coburn | | -175.49 |
| Liability Check | EFT | Pers | 02501 | -512.30 |
| Paycheck | 23463 | Andrea L. Klaas | | -2,972.92 |
| Paycheck | 23465 | Kathleen M. Norton | | -1,062.52 |
| Paycheck | 23464 | Gerald L. Rundell | | -921.34 |
| Paycheck | 23466 | Kathy J Ursprung | | -1,352.01 |
| Liability Check | EFT | Oregon Department... | 0504064-4 | -598.00 |
| Liability Check | EFT | United States Treas... | 93-6001833 | -2,198.48 |
| Liability Check | EFT | Oregon Department... | 0504064-4 | -44.66 |
| Paycheck | | Kathleen M. Norton | VOID: | 0.00 |
| Liability Check | EFT | Oregon Department... | 0504064-4 | -12.00 |
| Liability Check | EFT | United States Treas... | 93-6001833 | -40.28 |
| Paycheck | 23482 | Andrea L. Klaas | | -2,972.92 |
| Paycheck | 23485 | Kathy J Ursprung | | -1,352.02 |
| Paycheck | 23483 | Gerald L. Rundell | | -921.35 |
| Paycheck | 23484 | Kathleen M. Norton | VOID: | 0.00 |
| Bill Pmt -Check | 23486 | Anderson Perry and... | | -505.00 |
| Bill Pmt -Check | 23487 | At&t | | -82.19 |
| Bill Pmt -Check | 23488 | Cardmember Servic... | | -80.31 |
| Bill Pmt -Check | 23489 | Ernies Locks & Keys | | -60.00 |
| Bill Pmt -Check | 23490 | Gorge Networks | | -162.30 |
| Bill Pmt -Check | 23491 | Home Depot Credit ... | | -1,126.62 |
| Bill Pmt -Check | 23492 | Jordan Chelsa | landscaping | -1,970.00 |
| Bill Pmt -Check | 23493 | Kathy Ursprung | VOID: | 0.00 |
| Bill Pmt -Check | 23494 | Optimist Printers | 38663,39040,39039,37... | -18.65 |
| Bill Pmt -Check | 23495 | The Dalles Iron Wor... | | -55.96 |
| Paycheck | 23496 | Kathleen M. Norton | | -1,164.76 |
| Check | 23497 | Andrea Klaas | | -338.99 |
| Check | 23498 | Andrea Klaas | | -368.42 |
| Deposit | | | Deposit | 7,700.00 |
| Check | EFT | Pers | | -589.58 |
| Check | EFT | Brokers National Lif... | | -71.40 |
| General Journal | AW | | | 6,597.58 |
| General Journal | AW | | | 2,274.08 |
| General Journal | AW | | payroll | -5,659.67 |
| General Journal | AW | | payroll | -570.41 |
| General Journal | AW | | payroll | 0.00 |
| General Journal | AW | | payroll | 6,230.08 |
| Total General Checking | | | | 22,710.14 |
| Marina Checking | | | | |
| Total Marina Checking | | | | |

7:23 PM
05/06/18
Cash Basis

Port of The Dalles
Account QuickReport
As of April 30, 2018

| Type | Num | Name | Memo | Paid Amount |
|-------------------------------|-------|-------------------------|---------|-------------------------|
| Port Develop. Checking | | | | |
| Deposit | | | Deposit | 399.95 |
| Bill Pmt -Check | 22521 | PUD | | -115.23 |
| Bill Pmt -Check | 22522 | Cardmember Servic... | | -2.99 |
| Bill Pmt -Check | 22523 | Dick, Dick & Corey, ... | VOID: | 0.00 |
| Bill Pmt -Check | 22524 | Kathy Ursprung | | -60.01 |
| Check | 22525 | Dick, Dick & Corey, ... | | -530.00 |
| Check | 22526 | Andrea Klaas | | -191.44 |
| General Journal | AW | | | -6,597.58 |
| General Journal | AW | | | -2,274.08 |
| Total Port Develop. Checking | | | | <u>-9,371.38</u> |
| Total CSB Checking | | | | <u>13,338.76</u> |
| TOTAL | | | | <u><u>13,338.76</u></u> |

PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: F-3.) 2018-19 Port Work Plan

Each year the Port reviews the Work Plan making changes as needed. The Port Commission and the Port Budget Committee met April 11, 2018 before the regular Port meeting to discuss and develop the 2018-19 Port Work Plan.

Staff Recommendation:

Motion to approve the 2018-19 Port Work Plan as developed at the April 11, 2018 Work Session and presented at this meeting.

Fiscal Impact:

PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: F-4.) Resolution #2018-003

The City of The Dalles is asking for the Port's consent and support of the re-application for designation of the Wasco County Joint Enterprise Zone which will include relevantly zoned areas in the City of The Dalles, Maupin, Mosier, Dufur as well as the unincorporated areas of Tygh Valley, Wamic and Pine Grove.

City Staff report and maps of the area included in the Enterprise Zone are included in the packet.

Staff Recommendation:

Fiscal Impact:

IN THE MATTER OF CONSENT AND)
SUPPORT OF THE RE-APPLICATION)
FOR DESIGNATION OF THE WASCO) Resolution No. **2018-003**
COUNTY JOINT ENTERPRISE ZONE)

WHEREAS, the Commissioners of the Port of The Dalles, meeting in regular session, do consent and support the continuation of the Wasco County Joint Enterprise Zone to encourage new business investment, job creation, higher incomes for local residents and greater diversity of economic activity and;

WHEREAS, the Port of The Dalles shall cooperate with the Zone sponsors to successfully market and administer the Wasco County Joint Enterprise Zone.

NOW THEREFORE BE IT RESOLVED, the Commissioners of the Port of The Dalles hereby express their consent and support of the action of the sponsors of the Wasco County Joint Enterprise Zone in jointly re-applying for designation of property within the corporate boundaries of this Port District as the Wasco County Joint Enterprise Zone.

APPROVED and ADOPTED the 9th day of May, 2018

PORT OF THE DALLES

Greg Weast, President

ATTEST:

Robert Wallace, Secretary



M E M O R A N D U M

TO: Port of The Dalles Commission

FROM: Matthew Klebes, Enterprise Zone Manager
Carrie Pipinich, Wasco County Economic Development Commission

DATE: May 4, 2018

ISSUE: Resolution of Consent for the Wasco County Joint Enterprise Zone

Working with the Wasco County Economic Development Commission (EDC), staff has developed an application to Business Oregon to designate the Wasco County Joint Enterprise Zone. The proposed zone includes parcels in The Dalles, Dufur, Maupin, Mosier, and unincorporated areas of Tygh Valley, Wamic, and Pine Grove. Proposed zone sponsors include Wasco County and the Cities of The Dalles, Dufur, Maupin, and Mosier. A resolution of consent is requested from the Port at this time. Attached are maps of the proposed zone and an Agenda Staff Report (ASR) sent to The Dalles City Council providing additional detail regarding the proposed zone.



AGENDA STAFF REPORT

AGENDA LOCATION: Action Item

MEETING DATE: May 14, 2018

TO: Honorable Mayor and City Council

FROM: Matthew Klebes, Enterprise Zone Manager

ISSUE: Designating the Wasco County Joint Enterprise Zone

BACKGROUND: The Dalles/Wasco County Enterprise Zone sunsets June 30, 2018. At the November 13, 2017 City Council meeting staff presented and reviewed what an Enterprise Zone is, its structure, local benefits, and a summary list of steps to re-designate the zone. Staff received consensus to proceed with developing an application to submit to Business Oregon for designation.

In coordination with the Wasco County Economic Development Commission (EDC) and through significant outreach to communities throughout Wasco County, staff is proposing the designation of the, "Wasco County Joint Enterprise Zone" which will include relevantly zoned areas, i.e commercial or industrial zoned areas, in the City of The Dalles, Maupin, Mosier, Dufur as well as the unincorporated areas of Tygh Valley, Wamic, and Pine Grove. The areas of the City of The Dalles that are included in the zone are similar to the previous Dalles/Wasco County Enterprise Zone. Please see the included maps.

Using County wide data, the proposed Enterprise Zone is eligible and meets the requirement that the per capita income in the past 12 months be 80% or less of the statewide average.

Each relevant City, County, and Port must sponsor or consent to the formation of an Enterprise Zone. Sponsors of an Enterprise Zone can only be Cities, Counties, and Ports. Each sponsor is required to adopt substantially the same resolution for the joint application. The Port of The Dalles has expressed a desire to be a consenting jurisdiction.

Review and management of enterprise zone applications will be broken into two areas. The City of The Dalles will provide zone management for developments that occur within The Dalles city limits. The Mid-Columbia Economic Development District

(MCEDD) through the Wasco County EDC will provide zone management for developments outside The Dalles city limits.

Likewise, the geographic location will determine which sponsors will need to approve an extended or long term enterprise zone application. For example, a development located within the City of The Dalles will require the approval of The Dalles City Council and the Wasco County Board of Commissioners. An application submitted for a development in Maupin will require the approval of the Maupin City Council and the Wasco County Board of Commissioners. All components of the development proposal will be negotiated only with the appropriate sponsors based on the geographic location of the development. All developments will still be required to go through all applicable local, state, and federal permitting and other processes.

Sponsors can elect to include hotels, motels, and destination resorts as an eligible activity to receive a potential abatement. Interest in allowing these types of business firms to avail of the enterprise zone must be specified in the sponsoring resolution. Language electing to include hotels, motels, and destination resorts as eligible uses under the Wasco County Joint Enterprise has been included in the resolution.

An incentive package is included to assist the enterprise zone sponsors in attracting developments and encouraging expansions. Each sponsor can develop their own incentive package. The proposed package of incentives for the City of The Dalles is the same as currently offered under the existing enterprise zone;

- At the discretion of the Zone Manager, optional waiver of any application fee for certification
- Prioritized processing of land use permits needed for the business location or expansion
- Planning permit fees required for the business location or expansion reduced by 50%. This does not include System Development Charges, installment fees, etc.

Staff has conducted substantial outreach to taxing districts, representatives, and other agencies/organizations throughout the proposed zone. This includes:

- November 13, 2017 presentation to The Dalles City Council
- December 7, 2017 meeting with the Wasco County Economic Development Commission
- January 16, 2018 meeting with Wasco County Assessor
- January 17, 2018 meeting with School District 21
- January 29, 2018 meeting with Parks and Recreation Director
- February 7, 2018 meeting with The Dalles/Wasco County Library Director
- February 15, 2018 presentation and discussion with the Mid-Columbia Fire and Rescue District
- March 7, 2018 presentation to the Wasco County Board of Commissioners
- March 7, 2018 meeting with Wasco County Planning and County Assessor
- April 25, 2018 open meeting in Dufur, OR. Attendees included representatives from Dufur, Mosier, Maupin, and Wasco County
- Presentation to the Dalles Area Chamber of Commerce Economic Development Committee

On April 3rd, a letter was received from the Mid-Columbia Fire and Rescue District detailing a statement of position and has been included below. In summary, this statement expressed an appreciation for the benefits of the enterprise zone but noted the impact of continued long term enterprise zone abatements on the district's ability to provide needed services. The resolution requested that future long term abatement payments be distributed equitably and requested that, should the enterprise zone be re-designated, the Fire district be exempt from providing relevant tax abatement.

Staff contacted Business Oregon and was informed that it is not permitted to exclude a district from an enterprise zone. Staff also contacted the Fire District to clarify their position statement. Specifically, it was made clear that the difficulties are focused on the long term enterprise zone options and the distribution of the community fees associated with long term abatements, not the standard and extended abatement options or the zone as a whole.

It is staff's opinion that the re-designation of the Enterprise Zone is a separate issue from specific agreements entered into under said zone; both past agreements and potential agreements in the future. However, this feedback to sponsors is critical for the future and continued use of the enterprise zone and should be taken into consideration when sponsors are approving long term enterprise zone agreements and making decisions regarding the use and distribution of any associated fees.

Two additional open meetings will be held on May 4, 2018 simultaneously. Taxing districts have specifically been invited to these meetings via letter. One will be held in the City Council Chambers at The Dalles City Hall and the other will be held in the Community Building at City Park in Maupin. **Summary notes of this meeting and draft resolution will be provided to the City Council in a supplemental packet by May 8th.**

Should any entity decline to sponsor said Enterprise Zone, staff will remove them from the resolution prior to signing.

BUDGET IMPLICATIONS: Beyond program management staff time, there are no immediate budget impacts as the re-designation of the Enterprise Zone will only affect potential future developments.

COUNCIL ALTERNATIVES:

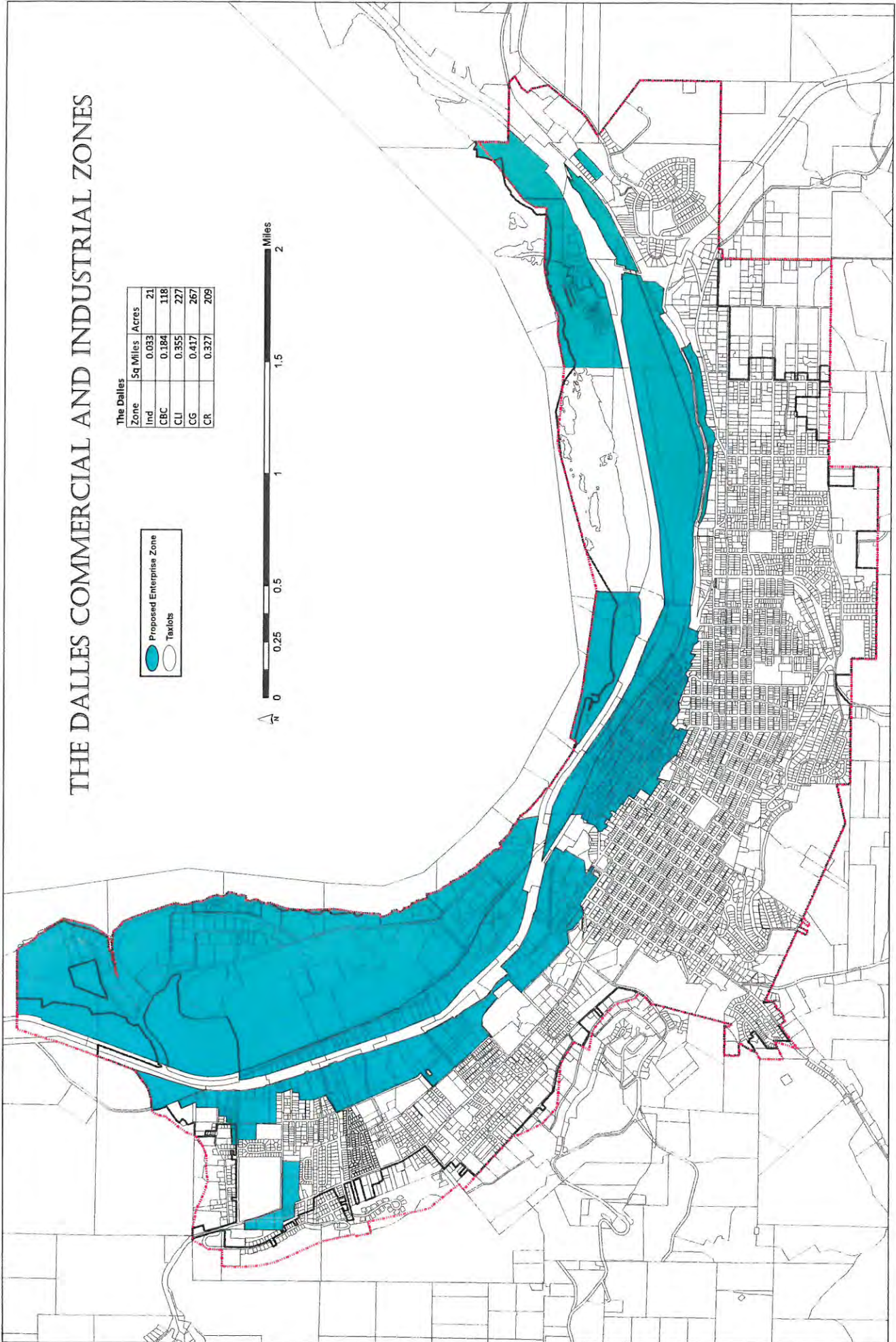
1. ***Staff recommendation:*** Move to adopt Resolution No. 18-013 requesting State designation of the Wasco County Joint Enterprise Zone; describing the enterprise zone area; providing for local incentives and establishing a certification fee; allowing exemptions for hotels, motels, and destination resorts; describing zone management; and designating zone managers, contingent upon approval by Wasco County, City of Mosier, City of Maupin, and the City of Dufur.
2. Modify the proposed resolution and direct staff to consult with sponsors and bring agreed upon modifications back to Council.
3. Decline to adopt the resolution at this time.

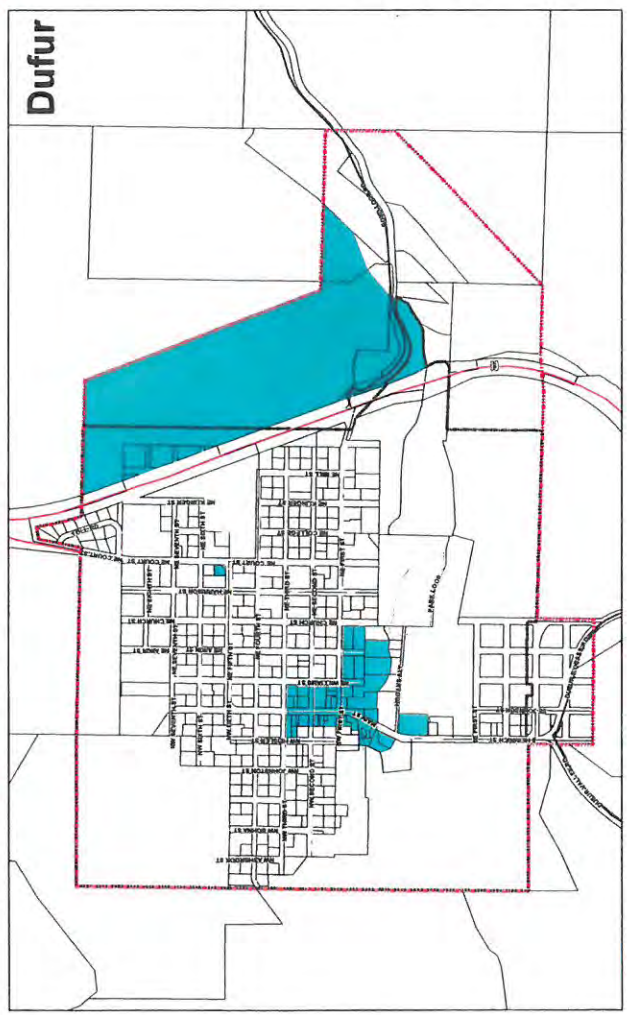
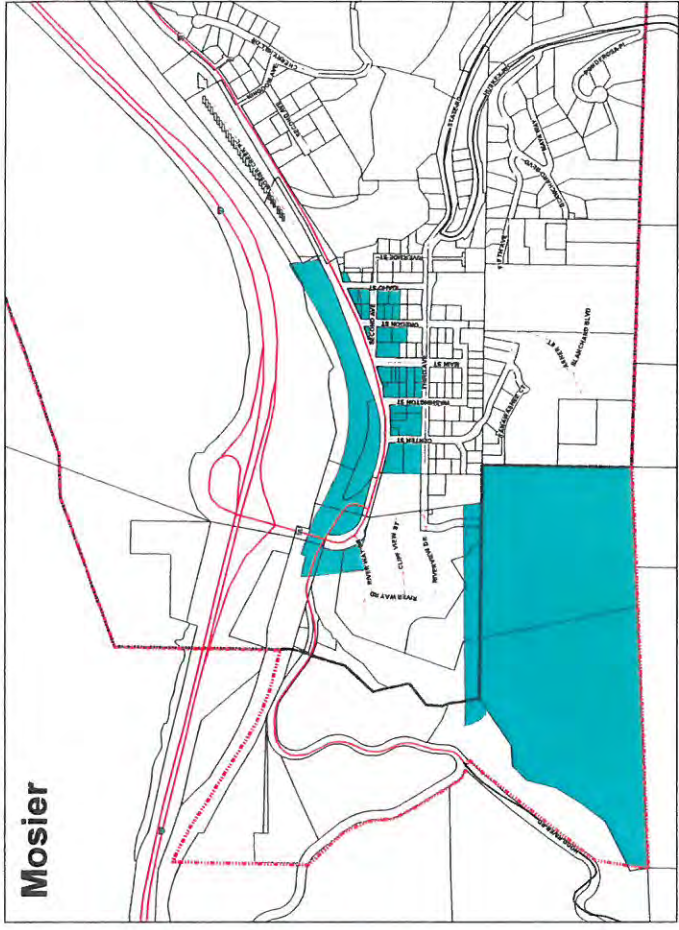
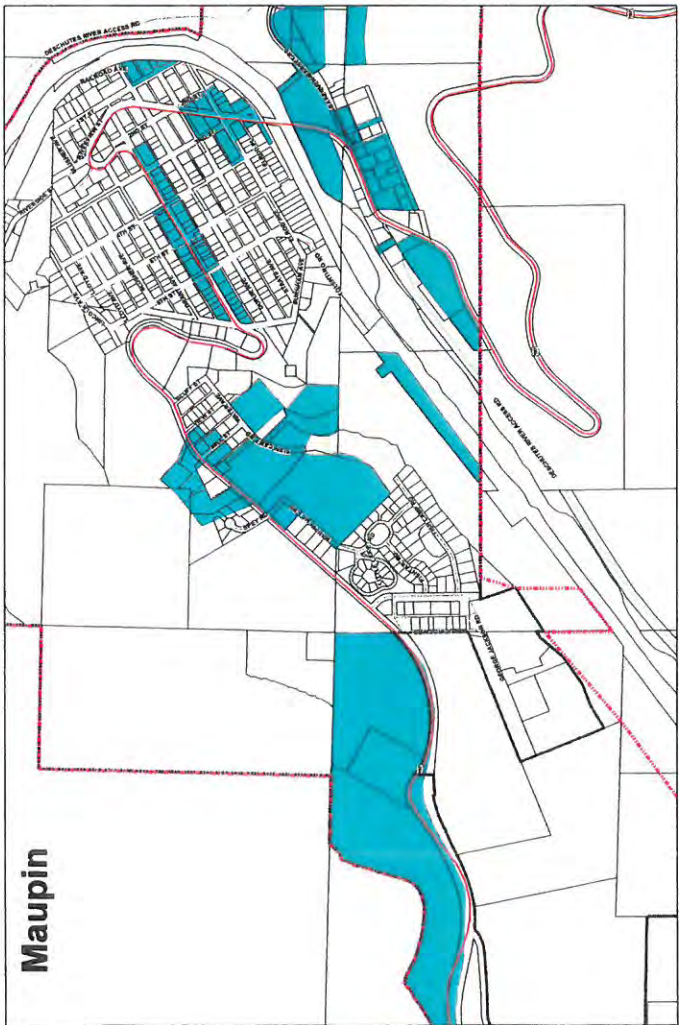
THE DALLES COMMERCIAL AND INDUSTRIAL ZONES

The Dalles

| Zone | Sq Miles | Acres |
|------|----------|-------|
| Ind | 0.033 | 21 |
| CBC | 0.184 | 118 |
| CU | 0.355 | 227 |
| CG | 0.417 | 267 |
| CR | 0.327 | 209 |

Proposed Enterprise Zone
Taxlots





INCORPORATED COMMUNITIES



Proposed Enterprise Zone
Taxlots

Dufur

| Zone | Sq Miles | Acres |
|------|----------|-------|
| C1 | 0.021 | 13,49 |
| M1 | 0.11 | 70.7 |

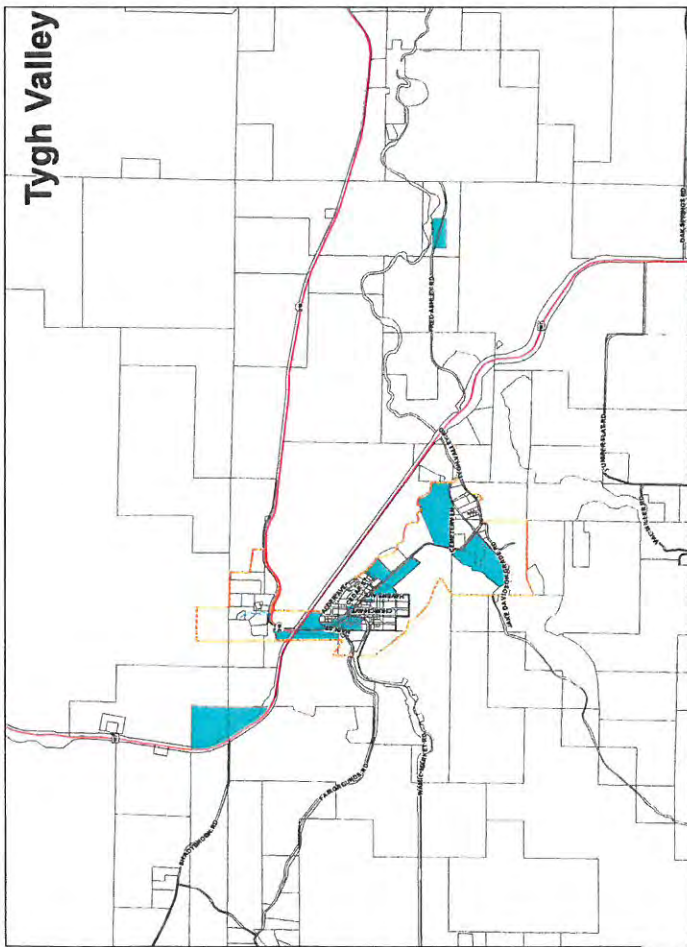
Mosier

| Zone | Sq Miles | Acres |
|------|----------|-------|
| C | 0.041 | 25.8 |
| I | 0.086 | 54.9 |

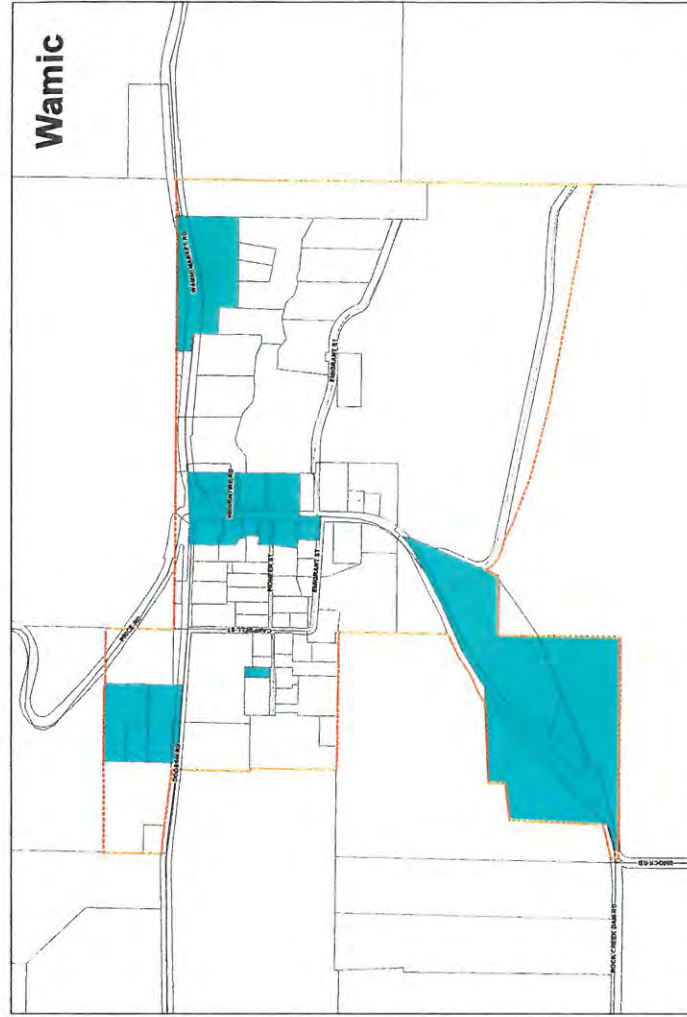
Maupin

| Zone | Sq Miles | Acres |
|------|----------|-------|
| GC | 0.01 | 6.9 |
| I | 0.063 | 103.5 |
| RC | 0.162 | 40.5 |

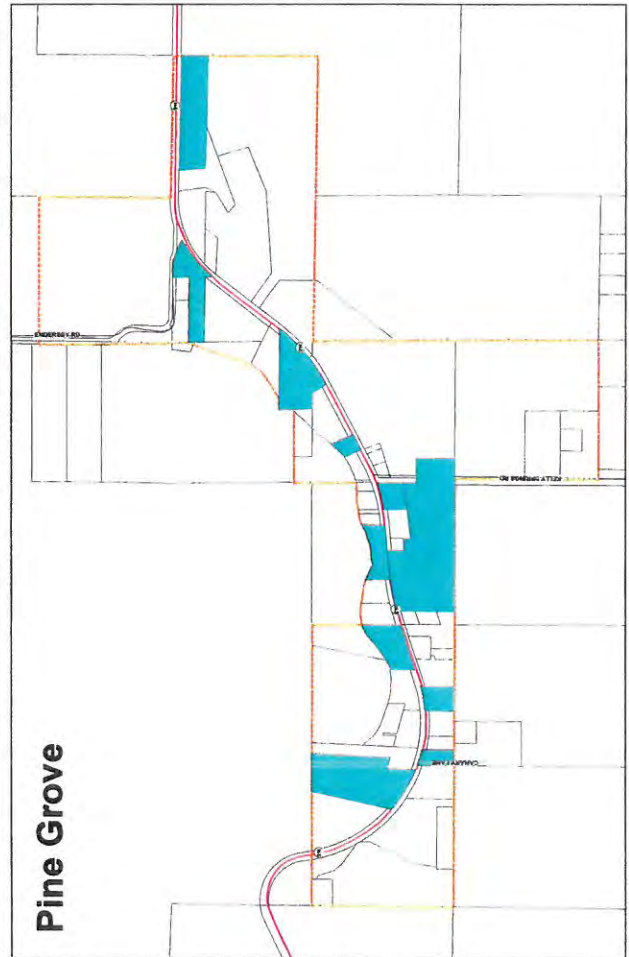




Tygh Valley

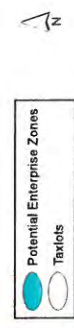


Wamic



Pine Grove

UNINCORPORATED COMMUNITIES



Tygh Valley

| Zone | Sq Miles | Acres |
|-------|----------|-------|
| RI | 0.122 | 78 |
| TV-C | 0.084 | 54 |
| TV-M2 | 0.152 | 97 |

Wamic

| Zone | Sq Miles | Acres |
|---------|----------|-------|
| WAM C-2 | 0.039 | 25.2 |
| WAM M-2 | 0.025 | 16 |

Pine Grove

| Zone | Sq Miles | Acres |
|------|----------|-------|
| RC | 0.027 | 17 |
| RI | 0.048 | 31 |



PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: G-1.) Marina Concession Agreement

The current Concession Agreement term with The Dalles Marina LLC is January 1, 2017- June 30, 2018. The initial 18 month Agreement was to give The Dalles Marina LLC time to assess the marina operation before committing to a longer term. The current agreement provides that The Dalles Marina can renew for one year, five more times, with written notice to the Port (Section3). The Dalles Marina has requested that the renewal term be extended from year to year to two, 3 year terms which allow longer term planning.

Staff Recommendation:

Fiscal Impact:

**CONCESSION AGREEMENT
(The Dalles Marina)**

THIS AGREEMENT, made this 12th day of December 2016,

BETWEEN: Port of The Dalles, a municipal corporation of the State of Oregon (hereinafter referred to as Port)

AND: The Dalles Marina,LLC (hereinafter referred to as Concessionaire)

NOW THEREFORE, Port in consideration of the payments and covenants hereinafter made, does hereby grant to Concessionaire, and Concessionaire hereby agrees to operate a concession at:

That defined and depicted area within The Dalles Marina, in part flooded with the waters of the Columbia River, sometimes referenced as the Bonneville Pool, situated in Wasco County, Oregon, as shown in Exhibit A attached hereto, together with the floating docks and improvements behind the locked gate (known as the boathouse area of The Dalles Marina) and corresponding to Exhibit A depiction, along with the right to use certain common areas and for ingress and egress access as hereinafter provided and together with some tangible personal property as later herein provided and with all rights and privileges pertaining thereto (collectively, the Premises).

Concessionaire hereby consents and agrees to and with Port as follows:

**Article 1
DEFINITIONS**

Capitalized terms used in the recitals and elsewhere in this Concession Agreement will have the meanings ascribed to them when first used either in this Concession Agreement or its exhibits or, if not defined when first used, in the following list of definitions:

1.1 Additional Revenue Payment. Defined in section 4.4.

1.2 Base Revenue Payment. The revenue payment set forth in section 4.1.

1.3 Default Rate. Annual interest at a rate of nine percent (9%).

1.4 Environmental Laws. All present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC 9601 et seq.), the Toxic Substances Control Act (15 USC 2601 et seq.), the Clean Water Act (33 USC 1251 et seq.), the Clean Air Act (42 USC 7401 et seq.), amendments to the foregoing, and any rules and regulations promulgated thereunder.

1.5 Hazardous Material. Any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation any hazardous material, hazardous substance, ultra hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

1.6 Improvements. The Port boathouse, floating docks, structures, parking areas, walks, and other improvements of any kind or nature located on the Premises from time to time. After the

date of this Concession Agreement, Port and Concessionaire will conduct a marina walk-through to note the present condition of Improvements.

1.7 Port Party. Any employee, agent, contractor or elected officials of Port.

1.8 Legal Requirements. All applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, any component hereof, or any activity thereon conducted, including but not limited to those pertaining to Environmental Laws.

1.9 Permitted Moorage User. Any individual or entity, other than Concessionaire, which is authorized to use or occupy moorage for boat and/or boathouse within depicted in Exhibit A or the Improvements in accordance with section 18.

1.10 Revenue Payment. Base Revenue Payment and all Additional Revenue Payment.

1.11 Concessionaire Party. Any employee, agent, contractor, invitee, or licensee of Concessionaire.

1.12 Term. The Initial Term (defined in section 3.1) and the Extension Term (defined in section 3.2) if Concessionaire exercises its option to extend the Initial Term.

1.13 Effective Date. The Effective Date of this Concession Agreement is October 1, 2016, the commencement date of the initial term and the Permit Date indicated on this Concession Agreement.

1.14 Name. Concessionaire and Port agree that the name, The Dalles Marina , is owned by the Port as its common law trademark, marina designation and intellectual property and right, but as part of and throughout this Concession Agreement and Term, and so long as Concessionaire is not in default thereof, Port consents to Concessionaire using the name The Dalles Marina as a dba and in its operation of the Concession. Port reserves the right to use its name, The Dalles Marina as needed throughout the Term and thereafter.

1.15 Port Tangible Personal Property Used in Concession. Port's boat and other tangible personal property items, listed in (or to be added to) Exhibit C, are part of the authorized property for use by Concessionaire in the operation of the Concession and to give effect to this Concession Agreement. Concessionaire agrees that only a licensed or legal operator under its supervision and control will operate the boat and that the boat and operator will be insured to the satisfaction of Port before its use in Concession operations by Concessionaire. After the date of this Concession Agreement, Port and Concessionaire will conduct a marina walk-through to note and to itemize the tangible personal property items agreed to be used in the Concession and noting their various condition and Exhibit C will be modified and/or amended and made a part hereof accordingly.

Article 2

IMPROVEMENTS AND TANGIBLE PERSONAL PROPERTY

2.1 Concessionaire's Obligations. Concessionaire will have the obligation at all times during the term of this Concession Agreement, at its own cost and expense, to maintain the improvements on the Premises and to replace the Improvements and tangible personal property defined in paragraph 1.15 above as Concessionaire and Port agree and consider appropriate.

2.2 Port's Obligations. Port will cooperate with Concessionaire in connection possible replacement of the Improvements, as agreed by the parties. Port will execute the applications and other instruments reasonably necessary for repair and replacement of the Improvements,

but Port will not be required to pay any application fees or incur any other costs or liability in connection with the Improvements beyond Port's fees for any professional advice Port desires.

2.3 Port will assume the liability for the 1970 Corsair trawler that is currently abandoned in the marina. The Port will continue to pursue avenues to have the boat removed, and will continue to do basic maintenance to the boat to prevent it from sinking. The Port acknowledges that the boat is in a space that could be providing moorage income to The Dalles Marina LLC and lays no claim to the moorage space. Both parties agree that the boat can remain in its current location until that time when the space is leased to another party.

Article 3

CONCESSION AGREEMENT TERM

3.1 **Initial Term.** The initial term (Initial Term) of this Concession Agreement shall be from the Effective Date hereof (1 January 2017) and end on June 30, 2018.

3.2 **Extension Options.** If Concessionaire is not in default under the terms of this Concession Agreement, Concessionaire will have options for up to five (5) subsequent annual one (1) year renewal extension terms of this Concession Agreement (Extension Terms).

3.2.1 **The first Extension Term will commence on the first day following the expiration of the Initial Term (an Extension Commencement Date),** and subsequent extension terms, if exercised, will commence the day following the expiration of the preceding Extension Term.

3.2.2 Concessionaire will exercise each option to extend, if at all, by giving Port written notice of such exercise not earlier than 120 days nor later than 30 days before the applicable Extension Commencement Date.

3.2.3 Upon exercise of each option to extend, the term of this Concession Agreement will be extended through the expiration date of the applicable exercised Extension Term, on the same terms and conditions as contained in this Concession Agreement, and except that Concessionaire will have no more than five (5) Extension Terms and the failure to exercise the option to extend the lease for any Extension Term otherwise provided in a timely manner eliminates and cancels the subsequent exercise of any further Extension Term and the Concession Agreement shall terminate at the conclusion of the Concession Agreement's then applicable current term in accordance with the terms and conditions set forth in Article 5 below.

3.2.4 Upon the proper exercise of an extension option in accordance with this section, the parties will execute and deliver an amendment to this Concession Agreement setting forth such fact and the Revenue Payment for the Extension Term.

3.3 **Holding Over.** Any holding over after the expiration of the Initial Term on any Extension Terms (if exercised), with the written consent of Port, will be construed to be a month to month tenancy, with the rent to be agreed upon by the parties and with such terms and conditions as may be agreed between the parties. If Port consents to any such holding over, either party may thereafter terminate the tenancy at any time on 30 days advance written notice.

Article 4

REVENUE PAYMENT

4.1 **Base Revenue Payment.** Base Revenue Payment for the Premises will be \$1.00 per month.

4.2 **Payment of Base Revenue Payment.** Base Revenue Payment will be payable in advance, commencing on the Effective Date for the entire Initial Term in the amount of \$18.00.

4.3 Additional Revenue Payment. Concessionaire will also pay from the Effective Date, without abatement, deduction, or setoff except as otherwise provided in this Concession Agreement, all sums, impositions, costs, and other payments that Concessionaire in any of the provisions of this Concession Agreement assumes or agrees to pay, including Taxes (defined in section 14.1), the cost of insurance required by the terms of Article 15 below and CAM Charges as provided in paragraph 4.4 below (collectively, Additional Revenue Payment). In the event of nonpayment of any Additional Revenue Payment, Port will have, in addition to all other rights and remedies, all the rights and remedies provided for in this Concession Agreement or by law in the case of nonpayment of Base Revenue Payment.

4.4 Common-Area Maintenance Revenue Payment Provisions.

For the purposes of this Concession Agreement, the term Common Areas means only the areas shown on Exhibit B attached and incorporated in this Concession Agreement. For the purposes of this Concession Agreement, common-area maintenance charges (CAM Charges) means all expenses paid or incurred by Port (or on Port’s behalf) as Port reasonably determines to be necessary or appropriate for the efficient operation, maintenance, and repair of all the Common Areas of the development, including without limitation. Reimbursement of CAM costs will be allocated based on the table below. This table may be amended on approval of both parties.

Common Areas and Cost Allocation

| | Concessionaire | Port |
|---|----------------|---------------|
| Parking Lot maintenance and repair | 50% | 50% |
| Launch ramp Lighting (2 200 HPS lights) | | \$20.20/month |
| East gangway | 50% | 50% |
| West gangway | 100% | |
| Portion of dock between gangways | 50% | 50% |
| Boat repairs and maintenance | 50% | 50% |
| Boathouse repair and maintenance | 75% | 25% |
| Pump house and pumps | 100% | |
| Toolroom | 75% | 25% |
| Backflow testing | 1 unit | 2 units |
| Property Insurance | 2/3 of cost | 1/3 of cost |

CAM Charges will not include:

- (1) Depreciation or amortization (except as specifically provided above);

- (2) Interest on and amortization of debts (except as specifically provided above);
- (3) Refinancing costs;
- (4) Damages recoverable by Concessionaire due to Port's violation of any of the terms and conditions of this Concession Agreement or any agreement relating to the Common Areas;
- (5) Repairs occasioned by fire, windstorm, or other casualty, to the extent the repairs are paid for by insurance proceeds; and
- (6) Capital repairs and replacements (except as specifically provided above).

Concessionaire will pay, as Additional Revenue Payment, its pro rata share of the CAM Charges during each year of the Concession Agreement and it may be extended, on July 1 of each such year. The term Concessionaire's Percentage will mean the percentage indicated in the table above. The Concessionaire's Percentage may be changed from time to time to reflect any change in the development. Concessionaire's pro rata share of the CAM Charges is determined by multiplying the CAM Charges by the Concessionaire's Percentage.

At least 10 days before each July 1 during the Concession Agreement Term, and as it may be extended, Port will furnish Concessionaire with a written statement setting forth Concessionaire's pro rata share of the CAM Charges. Concessionaire will pay to Port as Additional Revenue Payment, Concessionaire's pro rata share as shown in Port's written statement. The late delivery of any written statement by Port will not constitute a waiver of Concessionaire's obligation to pay its pro rata share of CAM Charges nor subject Port to any liability.

The CAM Statement referred to in this Section need not be audited but must contain sufficient detail to enable Concessionaire to verify the calculation of its pro rata share. In addition, Concessionaire, on at least five days advance written notice to Port and during business hours, may examine any invoices, receipts, canceled checks, vouchers, or other instruments used to support the figures shown on the CAM Statement.

Each CAM Statement given by Port in accordance with this Section will be conclusive and binding on Concessionaire unless, within 30 days after the receipt of the CAM Statement, Concessionaire notifies Port that it disputes the correctness of the CAM Statement, specifying the particular respects in which the CAM Statement is claimed to be incorrect. If the disputes have not been settled by agreement, either party, within 30 days after receipt of the CAM Statement, may pursue its available legal remedies, but Concessionaire agrees that a dispute over the CAM Statement or any error by Port in interpreting or applying this Section or in calculating the amounts in the CAM Statement will not be a breach of this Concession Agreement by Port. Even if any legal proceeding over the CAM Statement is resolved against Port, this Concession Agreement will remain in full force and effect and Port will not be liable for any consequential damages. Pending the determination of the dispute, Concessionaire, within 10 days of receipt of the CAM Statement, will pay Additional Revenue Payment in accordance with the CAM Statement, without prejudice to Concessionaire's position. If the dispute is determined in Concessionaire's favor, Port will forthwith pay to Concessionaire the amount of Concessionaire's overpayment of Revenue Payment resulting from compliance with the CAM Statement.

If a July 1 date ends after this Concession Agreement or any extension thereof expires or terminates, the Additional Revenue Payment in respect of the Common Areas payable under this Section will be paid by Concessionaire within 10 days of its receipt of the CAM Statement for that year.

4.5 Base Revenue Payment during Extension Term.

4.5.1 Base Revenue Payment for any Extension Term, if the option to extend is properly exercised, will be the same Revenue Payment amount as in the Initial Term.

4.6 Place of Payment. All Revenue Payment must be paid in lawful money of the United States at the address of Port set forth in this Concession Agreement, or at such other place as Port may from time to time designate by notice to Concessionaire. Revenue Payment will be deemed paid on the date received by Port.

4.6 Marina Loan Repayment. Attached as Exhibit D is the Marina Loan repayment schedule. The annual payment will be made to the Port by Concessionaire as additional revenue payment on or before May 1 of each year until the principal balance is paid off during the term of this agreement or any extension thereto. There will be no penalty for prepayment.

4.7 Background Checks. If the Concessionaire would like the Port to process background checks for new marina tenants, the cost per background check will be \$30.00. This amount may be adjusted if costs to the Port change.

**Article 5
TERMINATION**

5.1 Concessionaire Supervision. Concessionaire shall exercise direct and personal supervision of the operation of the Concession Premises described in this Concession Agreement. Failure to exercise such supervision and/or the existence of any condition at the facility or in the operation of the Concession which Port determines to be in violation of the terms and conditions of this Concession Agreement shall be considered to be a material breach in which event Port may terminate this Concession Agreement by written notice sent by regular and certified mail. Upon receipt of written notice of termination for violation, Concessionaire shall have such period of time as provided therein to cure such violation. If such violation is not cured within the period designated in said notice, termination shall, in the discretion of Port, be effective at the conclusion of the designated period.

5.2 Failure to Pay. Without limiting the scope of paragraph 5.1 above, this Concession Agreement shall terminate in the event of Concessionaire's failure to pay on the first of each month, when due, any compensation or other sums to be paid by Concessionaire under this agreement and the continuation of such failure to pay for a period of five (5) days after Concessionaire's receipt of written notice thereof from Port.

5.3 Concessionaire Termination. Concessionaire may terminate this Concession Agreement by one hundred twenty (120) days written notice to Port sent by regular and certified mail, return receipt requested. Such termination shall, at the discretion of Port, become effective either immediately or at the end of one hundred twenty (120) days after receipt of the notice of termination or upon selection by Port of a new Concessionaire, whichever occurs sooner. In the meantime, Concessionaire shall continue to operate the Concession in accordance with the

terms and conditions of this Concession Agreement. Port shall commence the process of selecting a new Concessionaire immediately upon receipt of the notice of termination.

5.4 Bankruptcy. If at any time during the term of this Concession Agreement, Concessionaire shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for Concessionaire, then Port may terminate this Concession Agreement by notice served upon the assignee, receiver, trustee or other person in charge, but such termination shall not release or discharge any payment or obligation then owed by Concessionaire to Port hereunder.

5.5 Non-release. Termination of this Concession Agreement by either party as herein provided shall not release or discharge any payment obligation or liability owed to the other party under the terms and conditions of this Concession Agreement as of the date of such termination.

5.6 Re-Entry. Upon the expiration or any termination of this Concession Agreement, Port may at once re-enter and remove any and all persons occupying the Concession Premises. If Concessionaire fails to remove any property lawfully belonging to and removable by Concessionaire upon any notice of termination hereof, or before the stated expiration of this Concession Agreement, Port may appropriate same to its own use without allowing any compensation therefore, or may remove same at the expense of Concessionaire. In the event that Concessionaire removes any personal property, Concessionaire hereby covenants to pay any and all damages which may be caused to the Port by this removal.

Article 6

RECORDS AND AUDIT

6.1 Record Keeping. Concessionaire shall maintain complete, accurate and detailed accounting records of all transactions pertaining to the Concession operation covered by this Concession Agreement that will allow Concessionaire to prepare financial statements in accordance with generally accepted accounting principals. Concessionaire shall make such records available to any authorized representative of Port upon request, as often as it is deemed necessary by Port, to determine the effectiveness of the financial management system and internal procedures that have been established by Concessionaire to ensure compliance with the terms and conditions of the Concession Agreement and that the financial statements, and reports present fairly the results of Concessionaire's operations pursuant to the Concession Agreement. Said records shall be maintained and made available to Port for a period of one (1) year after the termination or expiration of the Concession Agreement.

Article 7

QUARTERLY REPORTS

7.1 Reports. Concessionaire shall submit to Port, on a quarterly basis during the Term, financial statements including but not limited to Total Gross Revenue, Operating Expenses and Net Profit from Concession Operations. Throughout the term, these quarterly reports shall be provided by Concessionaire to Port for the January, April, July and October Port meetings, reporting on the quarter immediately preceding. Failure on the part of the Concessionaire to submit quarterly reports when due, constitutes a material breach of the Concession Agreement subject to termination, in accordance with the terms and conditions set forth in Article 5. The Concessionaire shall provide the Port with any additional clarification and/or information necessary to confirm the accuracy of Concessionaire's operating expenses.

7.2 Report Presentation. Concessionaire agrees to meet with Port's Commission at public meetings for the review, explanation and questions of the Port's Commissioners as to the quarterly reports, and other matters concerning the Concession Agreement, as requested by the Port. These review meetings shall help the Port to evaluate Concessionaire's effectiveness and compliance. The meeting shall review all aspects of the operation ensuring that quality public services are being provided on a continuing basis in accordance with the terms and conditions of this Concession Agreement, that operational problems/concerns are addressed on a timely basis, and that all terms and conditions are clearly understood.

**Article 8
RIGHT OF ENTRY**

8.1 Right of Entry. Port maintains the right to enter upon the Premises and Improvements and boat at any and all times hereunder for its purposes without limitation or notice to Concessionaire, but will make a reasonable attempt to contact Concessionaire prior to entry. Such purposes include but are not limited to: checking and inspecting to see if this Concession Agreement is being satisfactorily performed by Concessionaire, to check and inspect Port's property, to show the Port's property and premises to third parties and all other reasons in the Port's interests.

**Article 9
USE**

9.1 Concessionaire's Rights. The Concessionaire shall be granted the exclusive property management rights in the depicted area as The Dalles Marina subject to the normal mooring leases for boathouses and boat slips approved by the Port and subject to the rules and regulations of the Port. Port will make changes in its Rules and Regulations at the request of Concessionaire if the request is deemed reasonable. The Concession operation shall be limited to the area described and depicted in Exhibit A (the Premises). All landscaping within the Premises shall be maintained by Concessionaire who will be totally responsible for the appearance and condition of such landscaping within the Premises. Port will be provided with keys to the boathouse, pump house and tool room at all times hereunder.

9.2 Prohibited Uses. Concessionaire shall use the Premises solely for the purpose set forth above and is prohibited from establishing or subletting for any commercial activity or use in, on or about the Premises, nor any other purpose not expressly approved and consented to by the Port.

9.3 Concessionaire's Status. Concessionaire's status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the Premises.

**Article 10
HAZARDOUS MATERIAL**

10.1 Restriction on Premises. Concessionaire will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises or Improvements by Concessionaire, any Concessionaire Party or Permitted Moorage User, or any other person, that are not necessary to Concessionaire's business or the business. With respect to those Hazardous Materials that are permitted under the preceding sentence, the same will be used, kept, stored,

and disposed of in the manner that complies with all Legal Requirements relating to the use, storage, and disposition of Hazardous Material.

The Dalles Yacht Club will continue to be responsible for the marine fuel dispensing and will continue to lease the dock space from the Port of The Dalles for this purpose. The Port of The Dalles will ensure that the Yacht Club has adequate liability and pollution insurance for this operation.

10.2 Concessionaire Liability. If Concessionaire breaches the obligations stated in section 10.1, or if the presence of any Hazardous Material on the Premises or Improvements caused or permitted by Concessionaire, Concessionaire Party, or Permitted Moorage User results in any illegal contamination of the Premises or the Improvements, or any other private or public property, including without limitation the waters within the Exhibit A and surrounding same, or if contamination of the Premises or Improvements by a Hazardous Material otherwise occurs for which Concessionaire is legally liable to Port or to any third party for damages resulting therefrom, then Concessionaire will indemnify, defend, and hold Port harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including without limitation diminution in value of the Premises or Improvements, damages for the loss or restriction on use of the Premises or Improvements, damages arising from any adverse impact on any marketing of moorage space in The Dalles Marina and sums paid in settlement of claims, attorney fees, consulting fees, and expert fees) that arise during or after the Term as a result of or in connection with such contamination. The foregoing indemnification of Port by Concessionaire includes without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required or recommended by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the water, land or groundwater or on or under the Premises or the Improvements.

10.3 Remedial Action. Concessionaire will promptly take any and all actions, at Concessionaire's sole cost and expense, as are necessary or appropriate to return the Premises and the Improvements and any other private or public facilities to the condition existing before the introduction of any Hazardous Material to the Premises or Improvements; however, Port's approval of such actions must first be obtained, which approval will not be unreasonably withheld, conditioned, or delayed if the actions would not potentially have any material adverse long-term or short-term effect on the Premises or Improvements or any other private or public facilities. All contractors, laboratories, and engineering firms (collectively, Consultants) that Concessionaire chooses to undertake any remedial action that may be necessary or appropriate on or about the Premises or Improvements or any other private or public facilities must be approved by Port before their employment by Concessionaire, which approval will not be unreasonably withheld, conditioned, or delayed. If Port disapproves of Concessionaire's choice of Consultants, Port may select its own Consultants and employ them at Concessionaire's expense. Duplicate copies of all reports and findings Consultants make with regard to the condition of the Premises or Improvements or any other private or public facility will be delivered to Port simultaneously with delivery to Concessionaire. Concessionaire will have the Consultants do the work at Concessionaire's sole risk and will indemnify and hold Port and all

Port Parties harmless from and against any and all loss, cost, liability, damage, and expense relating to or arising from any damage or injury to Port, the Consultants, or the agents of either of them, or any liability incurred by any of them or any claim by Port or any Port Party by reason of the work conducted by the Consultants. Concessionaire will not be responsible for and will have no obligations under this Article 10 for any Hazardous Material located on or under the Premises as of the Commencement Date. Port represents and warrants that to the best of its knowledge, the Premises are not currently contaminated with any Hazardous Material in any actionable quantity.

Article 11 SERVICES

Port will not be required to provide any services to the Premises or Improvements except as expressly provided herein. Concessionaire will arrange for its own accounts with utility service providers and for its own maintenance and operational service and any other services as are necessary or appropriate for use of the Premises and Improvements by Concessionaire and any and all Permitted Moorage User. Concessionaire will be responsible for timely payment in full of all charges for utility and other services provided to the Premises and Improvements. Port will not be liable and responsible for any interruption of any utility or other kind of service provided by third parties except to the extent that Port causes the interruption and Port fails to avoid or cure the interruption as soon as reasonably possible after becoming aware of the interruption. With respect to any interruption for which Port is liable and responsible, Revenue Payment will be abated if the interruption continues for more than 24 consecutive hours to the extent the interruption thereafter interferes with Concessionaire's business. If Port is unable to cure an interruption of service(s) caused by Port that are essential to Concessionaire's intended use of the Premises and Improvements within 180 days, then Concessionaire will have the option of terminating this Concession Agreement by providing written notice thereof to Port.

Article 12 REPAIRS AND MAINTENANCE

12.1 Concessionaire Obligated to Repair or Maintain. Concessionaire will maintain, repair, and replace the Premises and the Improvements and Tangible Personal Property defined in paragraph 1.15 above as necessary to keep them in good order, condition, and repair throughout the entire Term. Concessionaire's obligations will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items.

12.2 Port's Assignment of Rights. Port assigns to Concessionaire, without recourse, such rights, if any, Port may have against any parties causing damage to the Premises or the Improvements to sue for and recover amounts expended by Concessionaire as a result of the damage.

Article 13 LIENS

Concessionaire covenants to keep the Premises and Improvements free from all construction liens and all other liens of any type whatsoever arising out of Concessionaire's repair, alteration, maintenance, and use of the Premises and Improvements. If a lien is filed, Concessionaire will, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit a

sufficient corporate surety bond in an amount required by Oregon law to remove the lien. If Concessionaire fails to discharge or bond off the lien, Port will have the right to pay the amount of the lien and Concessionaire will promptly reimburse Port for any such payment by Port, together with all costs and fees (including attorney fees) that Port incurred in connection with the lien. Any amount payable by Concessionaire under this provision should be considered Additional Revenue Payment and will bear interest at the Default Rate from the date incurred or paid by Port, until reimbursed in full by Concessionaire. Port reserves the right to post notices of nonresponsibility under the lien laws of the state of Oregon.

Article 14 TAXES AND ASSESSMENT

14.1 Taxes.

14.1.1 Taxes Defined. As used in this Concession Agreement, the terms Tax and Taxes mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, costs, or charges, general or special, ordinary or extraordinary, of any kind that are levied or imposed by any laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or Improvements, or on Port with respect to the Premises or Improvements, including any tax on Revenue Payments, whether direct or as a part of any gross receipts tax and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to, any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or Improvements, including, but not limited to any road user or transportation system maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

14.1.2 Payment of Taxes. Throughout the Term, Concessionaire will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Concessionaire may pay the same in installments as each installment becomes due and payable, but in any event before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Concession Agreement commences and expires will be prorated between the parties as of the Effective Date or expiration date as the case may be and, on the Effective Date, Concessionaire will pay its pro rata share of the year's taxes, if any.

14.1.3 Payment of Special Assessments. Concessionaire will pay installments for special assessments for local capital improvements such as local improvement districts or reimbursement districts that come due during the Term of this Concession Agreement based on the maximum number of installments allowed by law for the special assessment.

14.1.4 Contesting Taxes. If Concessionaire in good faith desires to contest the validity or the amount of any Tax, Concessionaire will be permitted to do so by giving to Port written notice thereof before commencement of such contest. Port will, at Concessionaire's expense (including reimbursement of attorney fees reasonably incurred by Port), cooperate with Concessionaire in any such contest to the extent that Concessionaire may reasonably request, but Port will not be

subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Concessionaire, and Concessionaire will indemnify and hold Port harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Concessionaire under the provisions of this Concession Agreement will belong to Concessionaire, except that to the extent any rebates or refunds are related to a period of time in which this Concession Agreement is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Port to the extent previously paid by Port. Any contest about the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Concessionaire in the name of Port or of Concessionaire, or both, as Concessionaire will determine.

14.1.5 Evidence of Payment. Promptly after payment, Concessionaire will provide Port with evidence reasonably satisfactory to Port that all Taxes required to be paid by Concessionaire have been paid.

Article 15 INSURANCE

15.1 Concessionaire Property Insurance Provision. During the Term, Concessionaire will reimburse Port for two-thirds (2/3) of the cost of property insurance, otherwise paid for by the Port covering Improvements, notably including structures, boathouse and boat.

15.2 Liability Insurance. Concessionaire, at its expense, will maintain at all times during the Term of this Concession Agreement commercial general liability insurance in respect of the Premises, Improvements, and conduct or operation of its business, naming Port as an additional insured, with a limit of loss of at least \$2,000,000 combined single-limit coverage for personal injury and property damage. Concessionaire will provide proof of the insurance to Port as reasonably requested by Port from time to time. The insurance policy minimum limits required of Concessionaire in this paragraph shall be increased at the commencement of any Extension Term to this Concession Agreement, to amounts not less than the then adopted tort limitations limits of liability at that time then adopted and made applicable for public bodies arising under ORS 30.272 (or like public statute then in effect).

15.3 Boat and Boathouse Insurance. The Dalles Marina LLC will require that all boats moored in the Port of The Dalles Marina have adequate insurance (as of 2016, those limits are \$300,000 liability and \$300,000 pollution) that name the Port of The Dalles as additional insured. The Dalles Marina LLC will require that all boathouses moored in the Port of The Dalles Marina have adequate insurance (as of 2016, \$300,000 liability) that name the Port of The Dalles as additional insured. These insurance limits may be adjusted by the Port of The Dalles.

Article 16 INDEMNIFICATION

Except to the extent arising from the sole negligence of Port or any Port Party, Concessionaire will indemnify and agrees to defend and hold Port and each Port Party harmless for, from, and against (1) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims, judgments, or appeals arising from any bodily injury to or death of any person or persons or any damage to any property as a result of the use, maintenance, repair, occupation, operation, or control of the Premises and Improvements by Concessionaire or any

Concessionaire Party, any assignee of the obligations of Concessionaire under this Concession Agreement, or any Permitted Moorage User, resulting from any breach or default in the performance of any obligation to be performed by Concessionaire under this Concession Agreement or for which Concessionaire is responsible under the terms of this Concession Agreement or in accordance with any governmental or insurance requirement, or to the extent arising from any act, neglect, fault, or omission of Concessionaire or of any Concessionaire Party, assignee, or Permitted Moorage User; and (2) from and against all reasonable legal costs and charges, including reasonable lawyers and other reasonable professional fees, incurred in and about any of such matters and the defense of any action arising out of the same or in discharging the Premises or Improvements or any part thereof from any and all liens, charges, or judgment that may accrue or be placed thereon by reason of any act or omission of Concessionaire or any Concessionaire Party, assignee, or Permitted Moorage User. The provisions of this section will survive the expiration or earlier termination of this Concession Agreement with respect to any matter occurring before such expiration or termination.

Article 17

EMINENT DOMAIN

17.1 Partial Taking. If a portion of the Premises or Improvements are taken or appropriated under the power of eminent domain or conveyed in lieu of condemnation, then Concessionaire will have the right, exercisable by providing written notice thereof to Port within 60 days after notice of the taking, to terminate this Concession Agreement effective as of the date on which title vests in the condemning authority should (1) more than 25 percent of the Premises be taken; or (2) any portion of the Premises or any Improvements be taken, which, in the reasonable discretion of Concessionaire, materially impedes or affects the conduct of Concessionaire's business as theretofore conducted on the Premises.

Otherwise, this Concession Agreement will continue.

17.2 Total Taking. If the entire Premises and Improvements, or a portion thereof sufficient to render the remaining Premises or Improvements reasonably unsuitable for its intended use, are taken or appropriated under the power of eminent domain or conveyed in lieu of condemnation, then this Concession Agreement will terminate as of the date title vests in the condemning authority.

17.3 Award. Port will be entitled to the portion of the award fairly allocable to the Port's right to receive Revenue Payment from the Premises and its reversionary interest in both the Premises and Improvements. Concessionaire will be entitled to receive from Port (or directly from the condemning authority, as the case may be), subject to the rights of any mortgagee, the balance of the award representing the Concessionaire's interest before any termination resulting from the taking. In addition, Concessionaire will be entitled to any separate awards for interruption of or damage to Concessionaire's business, relocation or moving costs, and the value of any of Concessionaire's trade fixtures or personal property taken by the condemning authority.

Article 18

ASSIGNMENT AND MOORAGE LEASING

18.1 Restrictions on Concessionaire before Construction Completed. This Concession Agreement and the obligations of Concessionaire are personal to Port. Concessionaire will not sell, assign, or in any other manner transfer this Concession Agreement or any interest in this

Concession Agreement or the estate of Concessionaire under this Concession Agreement without the prior consent of Port, which may be withheld in the discretion of the Port for any reason.

18.2 Concessionaire's Right to Moorage Leasing. Concessionaire will have the right to let portions of the Premises known as boat slips and moorage spaces and boathouse moorage in the same way as Port has customarily let such moorage slips and spaces to third parties but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in this Article

18.

18.3 Moorage Agreement Terms. Each Moorage Agreement will contain the following terms and conditions:

18.3.1 The Moorage Agreements will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Concession Agreement and to any extensions, modifications, or amendments of this Concession Agreement, unless Port specifically requires that the Moorage Agreements be prior and superior to this Concession Agreement.

18.3.2 Moorage use fees due under the Moorage Agreements (1) will be assigned to Port (and Concessionaire hereby assigns the moorage use fees to Port), to support performance of Concessionaire's covenants under this Concession Agreement, which assignment will be effective only on the occurrence of any event of default under this Concession Agreement, and (2) will, on receipt of written notification from Port that an event of default has occurred, be paid by the Permitted Moorage User directly to Port until the Permitted Moorage User receives written notice from Port that Concessionaire has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Port.

18.3.3 If this Concession Agreement is canceled or terminated before the expiration of the Term, the Permitted Moorage User will make full and complete attornment to Port for the balance of the term of the Moorage Agreement with the same force and effect as though the Moorage Agreement were originally made directly from Port, as long as the Permitted Moorage User has received a nondisturbance agreement from Port, as provided below.

18.3.4 If any act or omission of Concessionaire would give Permitted Moorage User the right, immediately or after lapse of a period of time, to cancel or terminate the Moorage Agreement, or to claim a partial or total eviction, the Permitted Moorage User will not exercise that right (1) until it has given written notice of the act or omission to Port, and (2) until a reasonable period of time for Port to cure the condition has passed.

18.4 Moorage Agreement Copies. Upon written request by Port, Concessionaire will promptly deliver to Port complete copies of any and all Moorage Agreements entered into by Concessionaire.

Article 19

SURRENDER ON EXPIRATION

19.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Concession Agreement, Concessionaire will deliver all keys to Port and surrender the Premises and the Improvements in a state of good condition and repair (reasonable wear and tear excepted), free and clear of all occupancies other than Moorage Agreements to which Port will have specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Concession Agreement or

created or suffered by Port. Concessionaire's obligations under this Article 19 will be subject to the provisions of Article 17 relating to eminent domain.

19.2 Concessionaire's Property. Before the expiration or earlier termination of this Concession Agreement, Concessionaire will remove its own tangible personal property from the Premises. If Concessionaire fails to do so, at Port's option, (1) the failure to remove will be deemed an abandonment of the property, and Port may retain the property and all rights of Concessionaire with respect to it will cease; or (2) by notice in writing given to Concessionaire, Port may elect to hold Concessionaire to Concessionaire's obligation to remove. If Port elects to hold Concessionaire to Concessionaire's obligation to remove, Port may effect a removal and place the cost of removal, transportation to storage, and storage, together with interest at the Default Rate from the date of expenditure by Port.

Article 20 SALE BY PORT

If the Port sells or conveys the Premises, and the new owner assumes the obligations of Port under this Concession Agreement, all liabilities and obligations on the part of the Port under this Concession Agreement accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Concessionaire agrees to attorn to the new owner.

Article 21 NONRECOURSE OBLIGATION

Concessionaire agrees that, regarding any claim against Port, including any claim of default by Port under this Concession Agreement or in any claim or cause of action arising under this Concession Agreement or arising out of the Port-Concessionaire relationship created by this Concession Agreement, the sole and exclusive remedy of Concessionaire will be against the interests of Port in the Premises and its reversionary interest in the Improvements, and Port will have no other liability hereunder. Concessionaire will not enforce any judgment against Port except against the interest of Port in the Premises and its reversionary interest in the Improvements. In no event will any member, agent, or employee of Port have any personal liability to Concessionaire. Concessionaire agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Concession Agreement, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Concession Agreement, in no event whatsoever will Port be responsible for any consequential or incidental damages or for any action that Port believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or Improvements.

Article 22 DEFAULT

The following will be events of default:

22.1 Default in Revenue Payment and Other Charges. Failure by Concessionaire to pay any Revenue Payment or other amount required to be paid by Concessionaire to Port under this Concession Agreement within 10 days after the giving of written notice of such nonpayment by Port to Concessionaire; however, Port will not be required to give more than two such notices of nonpayment in any calendar year. After the giving of two such notices in any calendar year,

Concessionaire will be deemed in default for failure to pay any payment of Revenue Payment or other amount within 10 days after the same becomes due, without notice and opportunity to cure.

22.2 Default in Insurance Requirements. Failure by Concessionaire to secure or maintain any insurance or provide evidence of insurance as required by this Concession Agreement and the continuation of such failure for more than 10 days after notice by Port.

22.3 Default in Other Covenants. Failure of Concessionaire to comply with any term or condition or fulfill any obligation of this Concession Agreement within 30 days after written notice by Port specifying the nature of the default with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure will not be deemed an event of default if Concessionaire begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy and effects the remedy within 180 days after Port's notice, inclusive of the period of delay caused by an event described in Article 27.

22.4 Insolvency. Insolvency of Concessionaire; an assignment by Concessionaire for the benefit of creditors; the filing by Concessionaire of a voluntary petition in bankruptcy; an adjudication that Concessionaire is bankrupt or the appointment of a receiver of the properties of Concessionaire; the filing of any involuntary petition of bankruptcy and failure of Concessionaire to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on this Concession Agreement interest and failure of Concessionaire to secure discharge of the attachment or release of the levy of execution within 10 days. If this Concession Agreement has been assigned, the events of default so specified will apply only with respect to the one then exercising the rights of Concessionaire under this Concession Agreement.

Article 23

REMEDIES ON DEFAULT

23.1 Termination. If Concessionaire defaults, this Concession Agreement may be terminated at the option of Port by written notice to Concessionaire. Whether or not this Concession Agreement is terminated by the election of Port or otherwise, Port will be entitled to recover damages from Concessionaire for the default, and Port may reenter, take possession of the Premises and Improvements, and remove any persons or property by legal action or by self-help with the use of reasonable force, without liability for damages, and without having accepted a surrender.

23.2 Damages. In the event of termination or retaking of possession after default, Port will be entitled to recover immediately, without waiting until the due date of any future Revenue Payment or until the date fixed for expiration of the Term, the following amounts as damages:

23.2.1 The loss of Revenue Payment from the date of default.

23.2.2 The reasonable costs of reentry and reletting, including without limitation the cost of any cleanup, refurbishing, and removal of Concessionaire's property and fixtures, or any other expense occasioned by Concessionaire's default, including but not limited to any reasonable remodeling or repair costs, attorney fees, court costs, broker commissions (prorated for the unexpired Term), and advertising costs.

23.2.3 Any excess of the value of the Revenue Payment and all of Concessionaire's other obligations under this Concession Agreement over the reasonable expected return from the Improvements for the period commencing on the earlier of the trial date or the date the

Improvements are let, and continuing through the end of the Term. The present value of future amounts will be computed using a fair market discount rate.

23.3 Right to Sue More Than Once. Port may sue periodically to recover damages during the period corresponding to the remainder of the Term, and no action for damages will bar a later action for damages subsequently accruing.

23.4 Right to Cure Other Parties Defaults. If either party fails to perform any obligation under this Concession Agreement, the nondefaulting party will have the option to cure the other party's default after 30 days' written notice to the defaulting party, or immediately in the event of an emergency. All of the expenditures to correct the other party's default plus a 15 percent markup to cover overhead and time of the curing party will be reimbursed by the defaulting party on demand with interest at the Default Rate from the date of expenditure and will be considered Additional Revenue Payment in the case of Concessionaire. Such action will not waive any other remedies available to the nondefaulting party because of the default. Concessionaire will have the right to deduct such costs from the next due payments of Revenue Payment under this Concession Agreement unless Port disputes liability to Concessionaire, in which event Concessionaire, at its option, may submit the matter to binding arbitration. In the event of such a dispute, Concessionaire will not deduct the costs unless and until the dispute has been resolved by a settlement agreement, a final award in arbitration, or a final judgment by a court of competent jurisdiction.

23.5 Remedies Cumulative. The foregoing remedies in this Article 23 will be in addition to and will not exclude any other remedy available to Port under applicable law and may be exercised concurrently or successively in such order or combination as Port in its sole discretion may elect.

Article 24 QUIET ENJOYMENT

Port warrants that Port is the owner of the Premises and has the right to enter into the Concession Agreement with Concessionaire. As long as Concessionaire is not in default under this Concession Agreement, Port will defend Concessionaire's right of quiet enjoyment from the lawful claims of all persons claiming by or through Port during the Term, subject only to the exceptions, reservations, and conditions set forth in this Concession Agreement.

Article 25 SURVIVAL

The obligations and liabilities of Concessionaire arising under this Concession Agreement will survive the expiration or earlier termination of this Concession Agreement or the termination of the right of possession of Concessionaire.

Article 26 RIGHT OF FIRST REFUSAL

If Port receives an acceptable unsolicited offer to purchase the Premises during the Term, then before accepting the offer Port will give Concessionaire a copy of the executed offer. When Concessionaire receives the offer, Concessionaire will have the option to purchase the Premises (or portion covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer. The option may be exercised only by notice to Port within 30 business days after receiving the offer, together with reasonably satisfactory evidence

that Concessionaire is ready and able to make payment and otherwise fully and timely perform all of its obligations under the offer and together with any deposit required by the offer. If Concessionaire fails to timely exercise its purchase option, then Port may sell the Premises according to the terms of the offer to the third-party offeror.

If Port is unable sell the Premises to a third party within six months of (1) Concessionaire's failure to exercise its option with respect to a third-party offer or (2) Concessionaire's counteroffer to a Port offer, then Concessionaire's option rights under this Article 26 will be reinstated. As used in this Article 26, the term sell means actually conveying Port s interest in the Premises to a third party, any agreement between Port and a third party for a future conveyance of Port s interest in the Premises, or any transaction that is the substantial equivalent of such a conveyance or agreement for such a conveyance.

Article 27 **FORCE MAJEURE**

If the performance by either of the parties of their respective obligations under this Concession Agreement (excluding monetary obligations) is delayed or prevented in whole or in part by any Legal Requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation, or by any other cause not reasonably within the party s control, whether or not specifically mentioned, the party will be excused, discharged, and released of performance to the extent the performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind. If the condition excusing performance of a party continues for more than 180 days, then the other party may terminate this Concession Agreement by notice to the excused party.

Article 28 **AUTHORITY**

Concessionaire and Port each warrant and represent to the other that the person or persons signing this Concession Agreement on their behalf has or have authority to enter into this Concession Agreement and to bind Concessionaire and Port, respectively, to the terms, covenants, and conditions contained in this Concession Agreement.

Article 29 **NOTICE**

All notices required by this Concession Agreement must be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Concession Agreement. Any such notice will be deemed to have been given for all purposes on receipt when personally delivered; one day after being sent when sent by recognized overnight courier service; or three days after deposit in the United States mail, postage prepaid, registered or certified mail. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this Article 29.

Article 30 **ATTORNEY FEES**

In any dispute involving the interpretation or enforcement of this Concession Agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this Concession Agreement), the prevailing party will be entitled to recover from the nonprevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses the prevailing party incurred in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party will include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

Article 31
MODIFICATION

No modification of this Concession Agreement will be valid unless it is in writing and is signed by all of the parties.

Article 32
INTEGRATION

This Concession Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Concession Agreement. This Concession Agreement supersedes all prior communications, representations, and agreements, oral or written, of the parties.

Article 33
INTERPRETATION

The article and section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections themselves. This Concession Agreement will not be construed against the drafting party.

Article 34
SEVERABILITY

The invalidity of any term or provision of this Concession Agreement will not affect the validity of any other provision.

Article 35
WAIVER

Waiver by any party of strict performance of any provision of this Concession Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Article 36
BINDING EFFECT

Subject to restrictions in this Concession Agreement on assignment, this Concession Agreement will be binding on and inure to the benefit of the successors and assigns of the parties.

Article 37

GOVERNING LAW

This Concession Agreement will be interpreted and enforced according to the laws of the state of Oregon.

**Article 38
COUNTERPARTS**

This Concession Agreement may be executed in multiple counterparts, each of which will constitute one agreement, even though all parties do not sign the same counterpart.

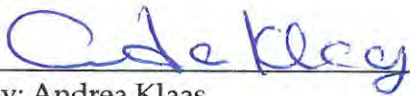
**Article 39
TIME ESSENCE**

Time is of the essence in the performance of this Concession Agreement.

**Article 40
RECITALS AND EXHIBITS**

The recitals to this Concession Agreement and any exhibits referred to in this Concession Agreement are incorporated by reference in this Concession Agreement as if fully set forth in this Concession Agreement.

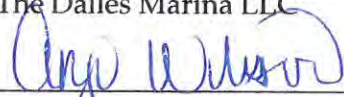
PORT



By: Andrea Klaas
Title: Executive Director
Address: 3636 Klindt Drive
The Dalles, OR 97058

Date: 12 December 2016

CONCESSIONAIRE

The Dalles Marina LLC


By: Angie Wilson

Address: 118 W. 8th Street
The Dalles, OR 97058

Date: 12/12/2016

EXHIBIT A

[Description of Premises]

EXHIBIT B

[Common Areas]

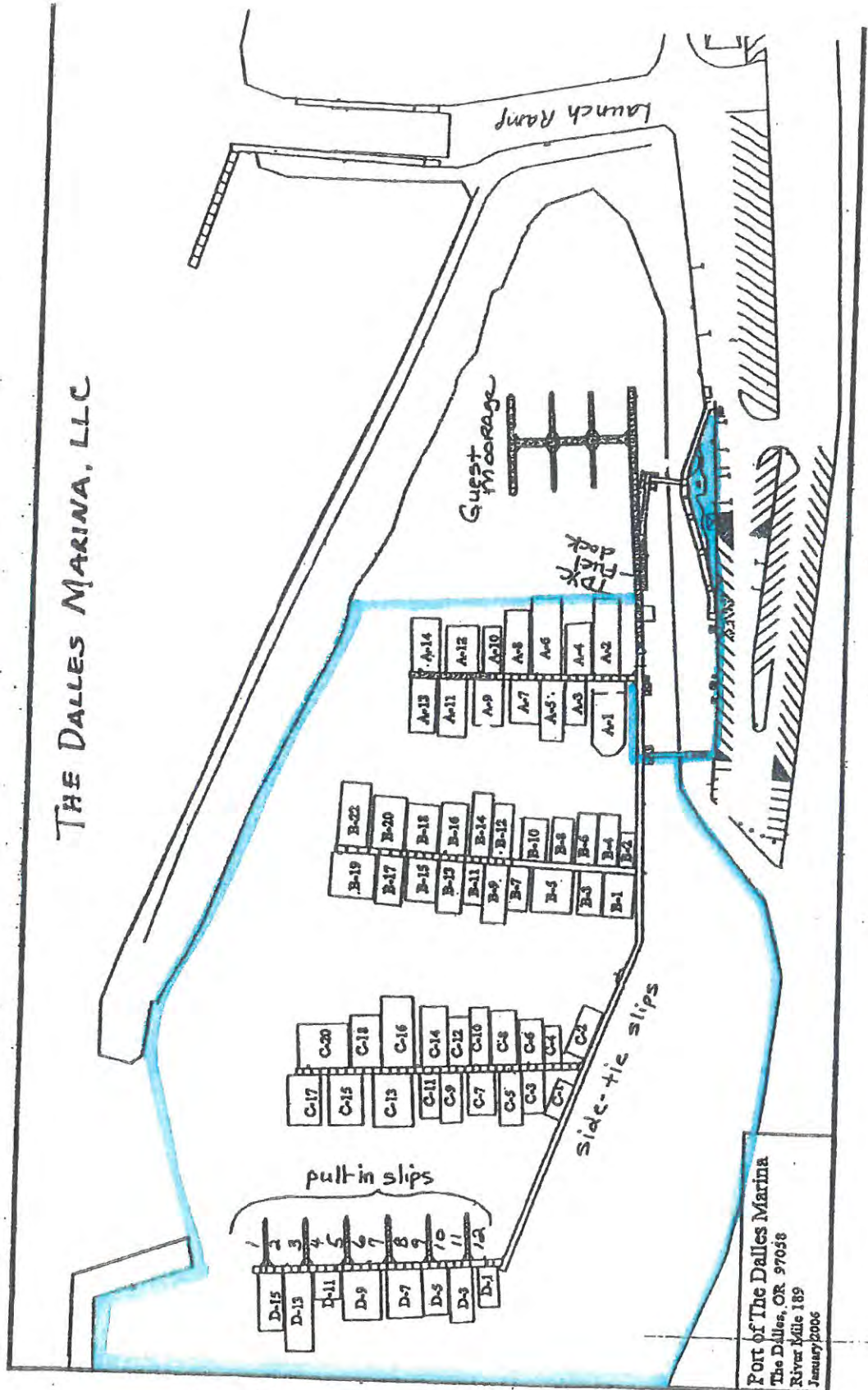
EXHIBIT C

[Tangible Personal Property for Lease]

EXHIBIT D

[Marian Loan Repayment Schedule]

THE DALLES MARINA, LLC



Port of The Dalles Marina
 The Dalles, OR 97058
 River Mile 189
 January 2006

Exhibit A

Port of The Dalles Marina
The Dalles, OR 97058
River Mile 189
January 2006

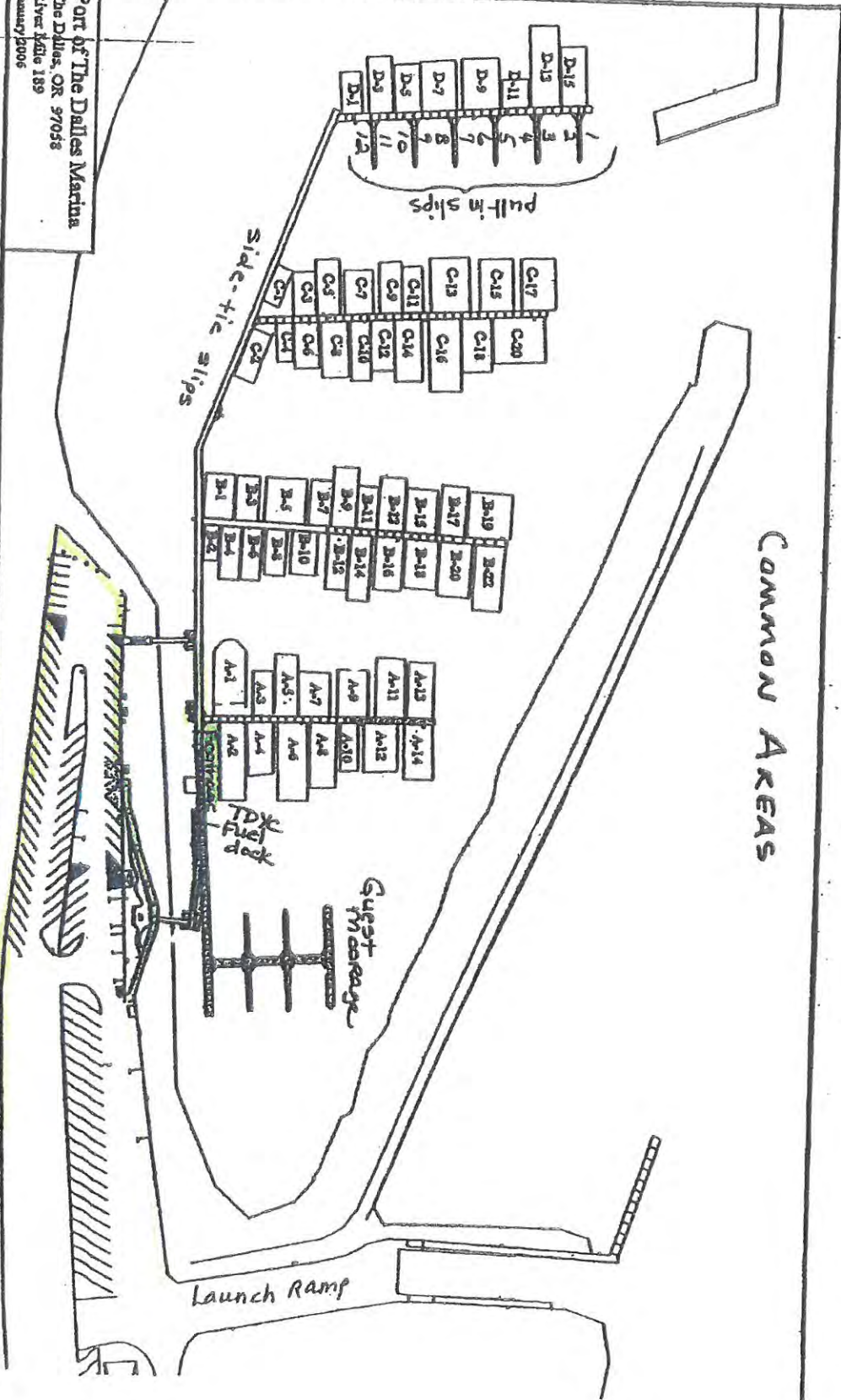


Exhibit C

Tools and Equipment List

Marina Loan repayment Schedule to the Port of The Dalles

| | |
|----------------------------|--------------------|
| Loan amount | \$99,131 |
| Interest rate | 3.00% |
| Mortgage length (years) | 10 |
| Payment with principal | \$11,621.18 |

| Payment Due | Pmnt | Principal | Interest | Principal Balance |
|-------------|-------------|-------------|------------|----------------------|
| | | | | \$99,131.00 |
| Apr 1, 2013 | \$11,621.18 | \$8,647.25 | \$2,973.93 | \$90,483.75 |
| Apr 1, 2014 | \$11,621.18 | \$8,906.66 | \$2,714.51 | \$81,577.09 |
| Apr 1, 2015 | \$11,621.18 | \$9,173.86 | \$2,447.31 | \$72,403.22 |
| Apr 1, 2016 | \$11,621.18 | \$9,449.08 | \$2,172.10 | \$62,954.14 |
| Apr 1, 2017 | \$11,621.18 | \$9,732.55 | \$1,888.62 | \$53,221.59 |
| Apr 1, 2018 | \$11,621.18 | \$10,024.53 | \$1,596.65 | \$43,197.06 |
| Apr 1, 2019 | \$11,621.18 | \$10,325.27 | \$1,295.91 | \$32,871.79 |
| Apr 1, 2020 | \$11,621.18 | \$10,635.02 | \$986.15 | \$22,236.77 |
| Apr 1, 2021 | \$11,621.18 | \$10,954.07 | \$667.10 | \$11,282.70 |
| Apr 1, 2022 | \$11,621.18 | \$11,282.70 | \$338.48 | \$0.00 |

PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: G-2.) Staff Report

Background:

Gorge Works:

- The hiring period is winding down and we have heard back from some employers but not all.
 - Cherry Growers has hired three interns.
 - Insitu has hired two.
 - SDS Lumber has hired one.
- The total at this point of six interns is one over our minimum target.
- As reported previously, MidCo initially participated but then decided to drop out and we heard from UTC (aka Cloudcap) that they did not hire anyone, there are 4 additional businesses that we still need to hear back from. We also received commitments from two more Port businesses who have agreed to host next year, which gives us a list of 10 or more possible new host sites next year.
- We will be holding a debriefing meeting with the steering committee and host sites later this month to discuss ways to improve the application and hiring phases, as well as to lay out the plans for the summer.
- Bayoan has recruited more than 10 individuals to offer workshop presentations during our Professional Development Workshops.

Marina:

- PUD is finalizing the design for the new electrical system and getting a cost estimate. As it currently stands there will be a transformer installed on the shore near the billboard, then 4 floating transformers located in the marina. The transformers will sit on the south side of the main docks on a separate dock attached to the main dock. Wiring will be installed along the side of the docks using a marina grade cable. Each power pedestal will service 2 boathouses with 60 amps available for each boathouse which was determined via load study.
- The Dalles Marina and the Port are working on a few maintenance projects and a few administrative projects. For maintenance there are two pile hoops that need to be replaced, some concrete on the docks that needs to be fixed and the dock through-rods need to be tightened. On the administrative side The Dalles Marina and the Port's attorney have been addressing some tenant issues and on the operational side The Dalles Marina and the Port are reviewing the Marina rules and regulations to identify areas that need to be updated.
- Anderson Perry has completed the analysis of the capacity needed for rate pumps and has submitted those specifications to DevCo but we are still waiting for project costs from DevCo.

Launch Ramp/Guest Moorage :

- Met with Dan Durrow and Scott Baker to talk about Riverfront Trail (RFT), the OR State Marine Board launch ramp upgrade, and the PUD electrical system upgrade. The electrical system upgrade may affect the trail access near the billboard so we wanted Scott to be aware that material

may be staged there. Regarding the launch ramp upgrade, this is a long-term project, but anytime we can collaborate with partners to make a less expensive, or better project, we try to. D. Durrow said that RFT doesn't have any money, so there won't be any projects in the near term. Scott Baker would like to widen the access road into the park and if we get the launch ramp parking lot repaved he would like to partner to get Riverfront Park repaved as well.

- Will meet with Janine Belleque, Boating Facilities Manager for the Oregon State Marine Board sometime in May to discuss the Marina Board Engineer's ideas for the launch ramp.
- We have received an Oregon State Marina Board Facility Grant in the amount of \$15,000.00 for the Guest Moorage Pumpout and Dump Station Replacement. Once the official grant paperwork has been signed we will proceed with that project.
- Pike minnow fishing is in full swing so the marina parking lot is very full.
- The doors were replaced on the launch ramp bathrooms through a grant from the Oregon State Marine board a few months ago but we were still having issues with the doors getting stuck closed, and one of the locks was damaged. Ernie Blatz and Jerry determined that the doorjamb had rust buildup which was causing the door sticking problem, and Ernie replaced the damaged lock.

Klindt Cove Kiwanis Park:

- Met with Crestline, Hage Electric, and Jordan/Chelsa to discuss plan for the park expansion. Hage Electric provided an estimate of \$11,063.00 to install 3 parking lot lights, a heating system for the restrooms, and 2 power pedestals to encourage events at the park. Crestline provided an estimate of \$55,600.00 to more than double the current parking lot. The parking lot will be graded to take advantage of storm water runoff into bioswales similar to those used in the Columbia Gorge Industrial Center. Crestline will also donate fill dirt for the grassy area as it becomes available through their other projects. Jordan/Chelsa said appx \$11,000 for an irrigation system but the cost would depend on final plans once the parking lot was completed. The Kiwanis will be contacting the contractor who did the Columbia Gorge Industrial Center entrance sign to build a new sign for the park that is similar to the larger ones along hwy 30.
- A \$20,000.00 PUD Grant request was presented to the PUD Board of Directors on 5/1/2018. The funds requested were for the Hage Electric portion of the project and 1/2 of the Jordan/Chelsa irrigation system. There were not many applicants for the PUD-Economic Development Grant this year so we are hopeful. The receipt of this grant will make the State Parks grant go further to possibly seed the grassy area this year and maybe have a little left to put shade covers on the existing picnic tables.

Dufur:

- Following up on the adoption of the Dufur strategic plan the port is helping revamp the Dufur City website.
- Andrea and Bill Dick are working on the IGA with the City of Dufur for the water system improvements.

BPA meeting:

- Right now the proposed date for the multi-agency meeting in The Dalles is June 12.

Flowage Easement:

- There are two types of easements on Port property, "non-restrictive" which were acquired in 1938 and cover a large area of land, and "restrictive" which follow the shoreline at the 100 year

floodplain elevation. The “non-restrictive” easements are the ones that I will try to get extinguished and am working with the realty specialist from the Portland office of the Army Corps.

Other:

- Bayoan and Kathy U found a USDA grant and have submitted the funding request for a financial feasibility study of value added ag as an industry in The Dalles.
- Andrea met with Representative Daniel Bonham and talk about issues that affect the Port and Port area business, including the issue around SAPA and the railroad crossing. Rep. Bonham sits on the transportation committee so is looking into the role that ODOT rail plays in the decision to cross UPRR tracks.
- Rich Mays, candidate for The Dalles mayor, and Andrea met to talk about the Port, how things work here and what our goals are.
- Two of Senator Merkley’s Oregon staff came by, Dan Mahr, Field Representative replacing Phil Chang, and Jake Open-Berg, Business Liaison. They are traveling around Oregon and talking to businesses and agencies about ways Senator Merkley can help. We did talk about earmarks, both as a better source of funds for small communities, as well as a tool to force legislators to talk and compromise. They both said there is a movement afoot to bring them back (which Greg and I heard in DC also), and their take is that it will need to come from the Senate side...the House side of Congress has many tenuous seats that are coming up for election so it’s more uncertain if there might be support. Also talked about flowage easement and that we may need their help if we can’t get it resolved locally.
- The Google construction project will be continuing until July 2019.
- The V&G flex building ran into another road block this week. Apparently there was miscommunication, or the standards changed, on the snow load that the building needed to be designed for so the company that designed the building is in the process of recalculating the snow load carrying capacity and will be making recommendations on what/if anything, needs to be done to bring the building up to the proper specs.
- The Army Corps of Engineers got back in touch with me about the flowage easement. There are 2 that impact the Port land, one is a “non-restrictive” easement - this covers the majority of the upland area of the North Chenoweth project and it is permissible to build there; the other is a “restrictive” easement and this follows the shoreline and building potential is limited. The real estate expert that I spoke with is sending me the Portland District policy to extinguish the “non-restrictive” easement. Making headway!!
- Kathy U and Mathew Klebes are working on an airport marketing and promotion plan. The Port had been working with the previous airport management team but those conversations fell by the wayside while other issues were being addressed at the airport. This year our advertisement in the Gorge guide includes information on the airport property.

UPCOMING MEETINGS / EVENTS / DATES:

- May 30, 2018: Budget Committee Meeting – Basement of the Mint, 5:30PM
- June 13, 2018: Port Commission Meeting – Port Office, 7:00PM

PORT OF THE DALLES AGENDA ITEM COVER SHEET

Meeting Date: May 9, 2018

Subject: G-2.) Reports of Committees

a) Wasco EDC – Ursprung:

b) Chamber of Commerce – Griffith:

c) Dufur – Wallace:

d) Urban Renewal – Coburn:

e) R.A.R.E – Ware:

f) COT – Weast/Klaas: