

Port of The Dalles www.portofthedalles.com Enhancing the economy of our District.



3636 Klindt Drive, The Dalles, OR 97031

Contact: Andrea Klaas, ext. 201

For Immediate Release

Phone: (541) 298-4148 Fax: (541) 298-2136

Date: October 9, 15

Port of The Dalles Commission to Hold Meeting

The Port of The Dalles will hold a Board of Commissioners Meeting Wednesday, October 14, 2015 at The Port of The Dalles Administration Office, 3636 Klindt Dr., The Dalles, Oregon. The meeting will begin at 7:00PM. The Commission will hold a Strategic Planning Session before the regular meeting from 5:00PM-7:00PM. The Commission will dine at the Port Office before the meeting.

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

- 1. Strategic Planning Session (separate agenda to be provided)
- Staff Updates

Also, the Port Commission will convene in Executive Session under the provisions of ORS 192-660 (2) (e)(h)(i). This may include discussion of real property transactions and privileged legal communication. Media representatives are instructed not to report or disclose matters discussed in executive session.

###

PORT OF THE DALLES October 14, 2015 Meeting Agenda 7:00PM - Port of The Dalles Office

- A. ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. AGENDA CORRECTIONS or ADDITIONS
- D. VISITOR BUSINESS (for items not already on the agenda)
- E. EXECUTIVE SESSION (as allowed by ORS 192.660 (2) (e)(h)(i) This may include discussion of real property transactions and privileged legal communication. Media representatives are instructed not to report or disclose matters discussed in executive session.
- F. PORT CALENDAR/EVENTS
- G. CONSENT AGENDA:
 - a. September 9, 2015 Regular Meeting Minutes
 - b. September, 2015 Financial Report
- H. ACTION ITEMS:

a.

- STAFF REPORT
 - a. Staff Report
 - b. Marketing Update
 - c. Marina Update
 - d. Reports of Committees
 - i. Urban Renewal Weast
 - ii. Chamber of Commerce -Griffith
 - iii. Wasco County EDC -Ursprung
 - iv. Community Outreach Team Klaas
- J. EXECUTIVE SESSION (as allowed by ORS 192.660 (2) (e)(h)(i) This may include discussion of real property transactions and privileged legal communication. Media representatives are instructed not to report or disclose matters discussed in executive session.
- K. DECISIONS FROM EXECUTIVE SESSION.
- L. COMMISSION CALL
 - a. President
 - b. Other Commissioner business

UPCOMING MEETINGS / EVENTS / DATES:

November 4, 2015 - Port Commission Meeting, Port office, 7:00pm

PORT OF THE DALLES



EXECUTIVE SESSION ITEM

October 14, 2015 - Commission Meeting

EXECUTIVE SESSION

PORT OF THE DALLESOctober 14, 2015 - Commission Meeting

1. Pelican LLC/Google: Suzie Shin, Pat Gammons and Steffi Egbert will be at this meeting to talk about their desire to acquire Tract C. I have talked to them about Erik Kerr's desire to keep a recycle yard in The Dalles. Suzie asked if there were other options, like the property across Taylor Lakes Road. I explained to her the history of that property, and our offer to purchase it, but agreed that it is an option. Bob McFadden and I tried to meet with Warren Rosenfeld, owner of that parcel, before this meeting to see what his thoughts are on it now, but he is unavailable until the end of the month.

Background:

- This property was part of the first Google deal optioned land
- It was part of the option land during the first Google project
- Google agreed to pay \$1,102,500, increasing to \$1,318,950, for 22.1 acres along Taylor Lake Road (backside), plus, \$310,000, increasing to \$370,760, for 15.5 acres under the power line (Buffer)
- Included is a map from the 2005 deal that shows these 2 sites

Their offer today is:

- Purchase Tract C
- \$20,000 per acre for 24.25 acres, or a total of \$485,000
- They would like a 90 day due diligence period to evaluate the site
- They would provide paved access to Taylor Lake as part of the purchase
- Included is a map that shows Tract C

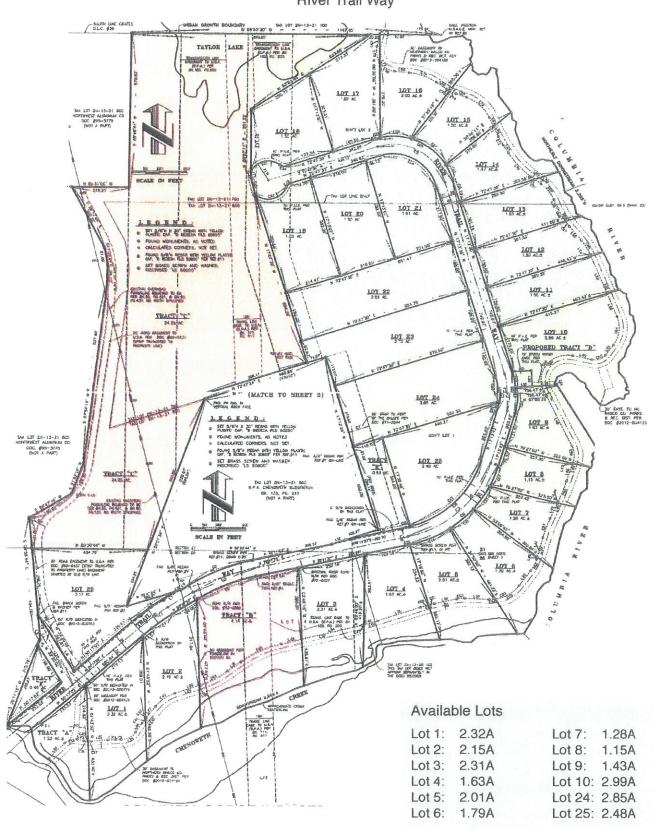
Google Offer Comparison

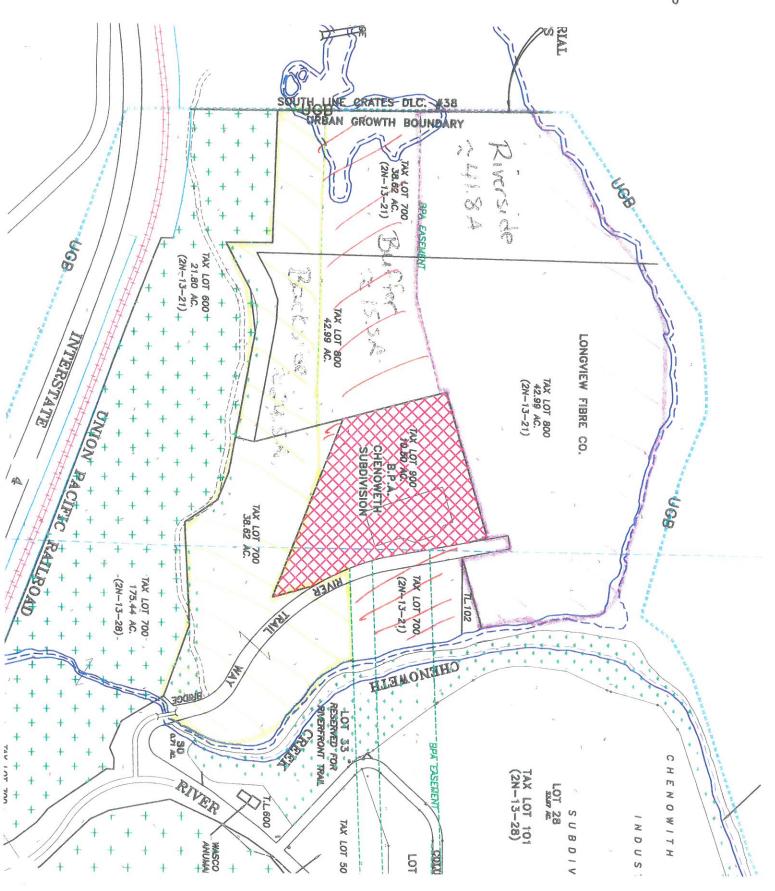
0	1	
	2005	2015
Buffer acres	15.5	10
2010 offer	\$370,760	\$200,000
\$/acre	\$23,920	\$20,000
Backside acres	22.1	14.25
2010 offer	\$1,318,950	\$285,000
	\$59,681	\$20,000





Columbia Gorge Industrial Center River Trail Way





OPTION AGREEMENT - - NORTH CHENOWETH BUFFER

THIS OPTION AGREEMENT (the "Agreement") is entered into as of August ______, 2005, by and between the PORT OF THE DALLES, a municipal corporation of the State of Oregon ("Seller"), and DESIGN, LLC, a Delaware limited liability company ("Buyer"), with reference to the following facts:

- A. Seller is the owner of all that certain real property located in the County of Wasco, State of Oregon, and more particularly described in **Exhibit A** attached hereto and made a part hereof. As used herein, the term "Property" shall mean and include the real property described in **Exhibit A** and all rights, privileges, easements and appurtenances thereto, including, without limitation, all minerals, oil, gas and other hydrocarbon substances, and all development rights, solar rights, air rights, water and water rights, and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment thereof.
- B. Concurrently with the execution and delivery of this Agreement, (i) Buyer has purchased certain property located adjacent to the Property (the "Initial Property") from Seller and that transaction has closed pursuant to that certain Purchase and Sale Agreement dated as of February 16, 2005, as amended (the "Initial Purchase Agreement"), pursuant to which Buyer purchased from Seller, and Seller has sold to Buyer, the Initial Property and (ii) Buyer and Seller have entered into two (2) additional Option Agreements (the "Other Option Agreements") substantially similar in form to this Agreement pursuant to which Seller has granted Buyer the option to purchase, in each case, certain real property located adjacent to or in the vicinity of the Property (each such optionable property pursuant to the Other Option Agreements being referred to herein as "Other Option Property").
- C. Buyer desires to obtain an option to purchase the Property from Seller, and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Option. In consideration of Buyer's Closing under the Initial Purchase Agreement and purchasing the Property therein described and Buyer's delivery of the Deposit (defined in Paragraph 2 below), Seller hereby grants to Buyer an option to purchase Property from Seller (the "Option") for the Term (as defined in Paragraph 3 below) and upon all of the terms, covenants and conditions hereinafter set forth.

Consideration for the Option.

- (a) As consideration for the Option herein granted, Buyer is delivering to Seller concurrently with the execution hereof the sum of \$3,100.00 in cash (the "Deposit"). As described in Section 3(a) below, the Deposit may be subject to increase on an annual basis in order to extend the Term.
- (b) If the Option is exercised, the Deposit shall be applied against and deemed to be a partial payment upon the Purchase Price (as defined in Paragraph 4 below). If Buyer exercises the Option but then fails to consummate the purchase of the Property after all conditions precedent to the acquisition set forth in Paragraph 8 below have been satisfied, or if

Buyer fails to exercise the Option for any reason other than as set forth in Paragraphs 2(c) or 19 below, Seller may retain the Deposit without deduction or offset.

- (c) Upon the breach of any covenant of Seller contained herein, or if any representation or warranty of Seller herein shall be inaccurate in any material respect, Buyer shall have the right, but not the obligation, to terminate this Agreement and receive a refund of the Deposit.
- (d) If Buyer fails to adhere and follow any of the conditions and covenants set forth in Paragraph 9 below, Seller may terminate this Agreement and may retain the Deposit without deduction or offset.

3. Term and Exercise.

(a) <u>Term</u>. The Option term (the "Term") shall commence on the date hereof and shall expire at midnight on the first (1st) anniversary of the "Closing" under the Initial Purchase Agreement ("Initial Purchase Closing"); except that the Term may be extended on an annual basis for up to an aggregate Term of six (6) years if, as of each anniversary the Initial Purchase Closing, Buyer increases the Deposit by the amount set forth below:

1st – 4th Anniversary of Initial Purchase Closing \$3,100.00

5th Anniversary of Initial Purchase Closing \$6,200.00

In any event, the Term shall expire at midnight on the date that is six (6) years following the date of Closing under the Initial Purchase Agreement.

- (b) <u>Exercise</u>. Buyer may exercise the Option at any time during the Term by giving Seller written notice of its exercise of the Option ("Option Exercise Notice"), which Option Exercise Notice must be received by Seller prior to the expiration of the Term. The Option, if exercised, shall be exercised only with respect to and not less than the whole of the Property.
- Option in the manner set forth herein prior to the expiration of the Term, Buyer shall have no further claim against or interest in the Property or any Deposit. In the event of the failure to exercise the Option, Buyer shall provide Seller with any instruments that Seller reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Property which is attributable to the grant or existence of this Option or the recordation of the Memorandum (defined in Section 28 below).

4. <u>Purchase Price</u>.

(a) <u>Initial Option Purchase Price</u>. The purchase price ("Purchase Price") that Buyer agrees to pay for the Property upon exercise of the Option shall initially be \$310,000.00 (the "Initial Purchase Price"). The Initial Purchase Price is determined based upon the assumption that the Property contains 15.50 acres, none of which is considered developable; if Buyer exercises the Option, the parties will mutually confer in good faith to determine whether such measurement is substantially correct or whether corrections to such measurement are

required. If the parties agree to a revised measurement, the Initial Purchase Price will be adjusted accordingly.

- (b) <u>Increase in Purchase Price</u>. If Buyer exercises the Purchase Option after the second (2nd) anniversary of the Closing under the Initial Purchase Agreement, the Purchase Price shall be an amount to equal (x) the Initial Purchase Price increased by (y) the percentage increase in the CPI (defined below) issued most recently as of the date of Buyer's delivery of a notice of exercise of the Purchase Option (the "Adjustment CPI") and the CPI issued most recently as of the date of the Closing (the "Base CPI") of the Initial Purchase Agreement. For example, if the Initial Purchase Price remains \$310,000.00, the Base CPI is 102 and the applicable Adjustment CPI is 122 (an increase of 19.6%), then the Purchase Price will be \$310,000.00 increased by 19.6% or \$370,760.00. As used herein, "CPI" will mean the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-84 = 100), issued by the Business of Labor Statistics.
- (c) <u>Payment</u>. The Purchase Price shall be payable by applying the Deposit (as the same may have been increased pursuant to Section 3(a) above) to it and the balance shall be payable in cash on or prior to the Closing.
- 5. Amount of Acreage. Seller makes no warranty as to the precise amount of acreage contained in the subject Property.
- 6. Opening of Escrow. Within five (5) business days after Buyer's exercise of the Option, the parties shall open an escrow for the closing of the purchase of the applicable Property with Wasco Title, Inc., 512 Washington Street, The Dalles, Oregon 97058 (the "Title Company"). The escrow shall be closed in accordance with the provisions of Paragraphs 10 and 11 below.

7. Remedies.

- (a) <u>Buyer</u>. In the event Seller breaches any term or provision of this Agreement by failing to transfer ownership of the Property to Buyer as and when contemplated herein, then Buyer, as its exclusive remedy in lieu of any other relief, may (1) terminate this Agreement and receive a return of the Deposit or (2) tender performance of the obligations of Buyer and specifically enforce all obligations of Seller or, in the case of Seller's breach of Section 15 below, seek Buyer's actual damages arising out of such breach. Except as noted in paragraph 7(c) and any specific remedies reserved elsewhere in this Agreement, Buyer waives the right to pursue any remedy in law or equity against Seller other than the remedies specified above, including, except as expressly set forth above, any action for damages, in the event of a default by Seller.
- (b) <u>Seller</u>. In the event Buyer breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after Buyer notifies Seller of the exercise of the Option, then Seller, as its exclusive remedy and in lieu of any other relief, shall be entitled to terminate this Agreement by giving Buyer written notice of termination and to retain any Deposit paid by Buyer. Except as noted in Paragraph 7(c) and any specified remedies reserved elsewhere in this Agreement, Seller expressly waives the right to pursue any other right or remedy in law or equity other than the remedy specified above, including the right of specific

performance and the right to sue for damages, in the event of a default by Buyer. Buyer and Seller have established the foregoing remedy in favor of Seller because of the difficulty and inconvenience of ascertaining the actual damages Seller may suffer as a result of a breach of this Agreement by Buyer.

- (c) Other Remedies. The limitations on remedies set forth in this section shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set forth herein or for causing physical damage or injury to persons or property.
- 8. Buyer's Conditions Precedent to Closing. In addition to any other conditions contained in this Agreement, set forth below are certain conditions precedent for the benefit of Buyer (the "Buyer's Conditions"). The Buyer's Conditions are intended solely for the benefit of Buyer and Buyer shall have the right to waive, by written notice, any of the Buyer's Conditions, at its sole discretion; delivery of the Option Exercise Notice shall not constitute such a waiver. If any Buyer's Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then Buyer shall have the right to terminate this Agreement, at its sole election, by giving Seller notice of termination before the deadline expires, to obtain the return of the Deposit paid, and/or to exercise any remedy available to Buyer if the subject Buyer's Condition was not satisfied by reason of a breach of this Agreement by Seller. If Buyer does not give Seller notice of termination before the applicable deadline, then Buyer shall be deemed to have waived the termination privilege with respect to the Buyer's Condition in question. The Buyer's Conditions specifically delineated in this section are the following:
- (a) On the Closing Date, the Title Company shall be ready, willing, and able to issue, and shall issue to Buyer on recordation of the Seller's deed mentioned below, the Title Policy (defined below).
- (b) On or before the Closing Date, Seller shall have performed all of the covenants, conditions, agreements, and promises to be performed by it under this Agreement.
- 9. Seller's Conditions Precedent to Closing. In addition to any other conditions or remedies contained in this Agreement, set forth below are certain conditions precedent for the benefit of Seller (the "Seller's Conditions"). It shall be a condition of the grant of Option herein contained that Buyer agree that the Property subject to this grant of Option not be purchased by Buyer for reasons reasonably and in good faith deemed by the Seller to be solely or primarily for speculation or for reasons not including the development of the Property with significant investment in the development of improvements thereon and with the creation of significant type and number of jobs located on the Property resulting therefrom. Specifically, Buyer agrees that if Buyer exercises the Option, Buyer will invest in the construction and development of buildings and related improvements on the Property and as a result of said construction and development of buildings, improvements and operations on the Property, it will create the requisite number of jobs, all as described in Exhibit B attached hereto (such anticipated development of improvements and creation of jobs being referred to herein as the "Development Goals").

These conditions and covenants of Buyer survive the Closing. If Buyer does not adhere to these conditions and covenants and produce these development standards on the Property in

OPTION AGREEMENT -- NORTH CHENOWETH BACKSIDE

THIS OPTION AGREEMENT (the "Agreement") is entered into as of August 9, 2005, by and between the PORT OF THE DALLES, a municipal corporation of the State of Oregon ("Seller"), and DESIGN, LLC, a Delaware limited liability company ("Buyer"), with reference to the following facts:

- A. Seller is the owner of all that certain real property located in the County of Wasco, State of Oregon, and more particularly described in Exhibit A attached hereto and made a part hereof. As used herein, the term "Property" shall mean and include the real property described in Exhibit A and all rights, privileges, easements and appurtenances thereto, including, without limitation, all minerals, oil, gas and other hydrocarbon substances, and all development rights, solar rights, air rights, water and water rights, and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment thereof.
- B. Concurrently with the execution and delivery of this Agreement, (i) Buyer has purchased certain property located adjacent to the Property (the "Initial Property") from Seller and that transaction has closed pursuant to that certain Purchase and Sale Agreement dated as of February 10, 2005, as amended (the "Initial Purchase Agreement"), pursuant to which Buyer purchased from Seller, and Seller has sold to Buyer, the Initial Property and (ii) Buyer and Seller have entered into two (2) additional Option Agreements (the "Other Option Agreements") substantially similar in form to this Agreement pursuant to which Seller has granted Buyer the option to purchase, in each case, certain real property located adjacent to or in the vicinity of the Property (each such optionable property pursuant to the Other Option Agreements being referred to herein as "Other Option Property").
- C. Buyer desires to obtain an option to purchase the Property from Seller, and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Option. In consideration of Buyer's Closing under the Initial Purchase Agreement and purchasing the Property therein described and Buyer's delivery of the Deposit (defined in Paragraph 2 below), Seller hereby grants to Buyer an option to purchase Property from Seller (the "Option") for the Term (as defined in Paragraph 3 below) and upon all of the terms, covenants and conditions hereinafter set forth.

2. <u>Consideration for the Option.</u>

- (a) As consideration for the Option herein granted, Buyer is delivering to Seller concurrently with the execution hereof the sum of \$11,025.00 in cash (the "Deposit"). As described in Section 3(a) below, the Deposit may be subject to increase on an annual basis in order to extend the Term.
- (b) If the Option is exercised, the Deposit shall be applied against and deemed to be a partial payment upon the Purchase Price (as defined in Paragraph 4 below). If Buyer exercises the Option but then fails to consummate the purchase of the Property after all conditions precedent to the acquisition set forth in Paragraph 8 below have been satisfied, or if

Buyer fails to exercise the Option for any reason other than as set forth in Paragraphs 2(c) or 19 below, Seller may retain the Deposit without deduction or offset.

- (c) Upon the breach of any covenant of Seller contained herein, or if any representation or warranty of Seller herein shall be inaccurate in any material respect, Buyer shall have the right, but not the obligation, to terminate this Agreement and receive a refund of the Deposit.
- (d) If Buyer fails to adhere and follow any of the conditions and covenants set forth in Paragraph 9 below, Seller may terminate this Agreement and may retain the Deposit without deduction or offset.

3. Term and Exercise.

(a) <u>Term.</u> The Option term (the "Term") shall commence on the date hereof and shall expire at midnight on the first (1st) anniversary of the "Closing" under the Initial Purchase Agreement ("Initial Purchase Closing"); except that the Term may be extended on an annual basis for up to an aggregate Term of six (6) years if, as of each anniversary the Initial Purchase Closing, Buyer increases the Deposit by the amount set forth below:

1st – 4th Anniversary of Initial Purchase Closing \$11,025.00

5th Anniversary of Initial Purchase Closing \$22,050.00

In any event, the Term shall expire at midnight on the date that is six (6) years following the date of Closing under the Initial Purchase Agreement.

- (b) Exercise. Buyer may exercise the Option at any time during the Term by giving Seller written notice of its exercise of the Option ("Option Exercise Notice"), which Option Exercise Notice must be received by Seller prior to the expiration of the Term. The Option, if exercised, shall be exercised only with respect to and not less than the whole of the Property.
- Option in the manner set forth herein prior to the expiration of the Term, Buyer shall have no further claim against or interest in the Property or any Deposit. In the event of the failure to exercise the Option, Buyer shall provide Seller with any instruments that Seller reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Property which is attributable to the grant or existence of this Option or the recordation of the Memorandum (defined in Section 28 below).

4. Purchase Price.

(a) <u>Initial Option Purchase Price</u>. The purchase price ("Purchase Price") that Buyer agrees to pay for the Property upon exercise of the Option shall initially be \$1,102,500.00 (the "Initial Purchase Price"). The Initial Purchase Price is determined based upon the assumption that the Property contains 22.1 developable acres, if Buyer exercises the Option, the parties will mutually confer in good faith to determine whether such measurement is

substantially correct or whether corrections to such measurement are required. If the parties agree to a revised measurement, the Initial Purchase Price will be adjusted accordingly.

- (b) <u>Increase in Purchase Price</u>. If Buyer exercises the Purchase Option after the second (2nd) anniversary of the Closing under the Initial Purchase Agreement, the Purchase Price shall be an amount to equal (x) the Initial Purchase Price increased by (y) the percentage increase in the CPI (defined below) issued most recently as of the date of Buyer's delivery of a notice of exercise of the Purchase Option (the "Adjustment CPI") and the CPI issued most recently as of the date of the Closing (the "Base CPI") of the Initial Purchase Agreement. For example, if the Initial Purchase Price remains \$1,102,500.00, the Base CPI is 102 and the applicable Adjustment CPI is 122 (an increase of 19.6%), then the Purchase Price will be \$1,102,500.00 increased by 19.6% or \$1,318,590.00. As used herein, "CPI" will mean the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-84 = 100), issued by the Business of Labor Statistics.
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performance and the right to sue for damages, in the event of a default by Buyer. Buyer and Seller have established the foregoing remedy in favor of Seller because of the difficulty and inconvenience of ascertaining the actual damages Seller may suffer as a result of a breach of this Agreement by Buyer.

- (c) Other Remedies. The limitations on remedies set forth in this section shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set forth herein or for causing physical damage or injury to persons or property.
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- (b) On or before the Closing Date, Seller shall have performed all of the covenants, conditions, agreements, and promises to be performed by it under this Agreement.
- 9. <u>Seller's Conditions Precedent to Closing.</u> In addition to any other conditions or remedies contained in this Agreement, set forth below are certain conditions precedent for the benefit of Seller (the "Seller's Conditions"). It shall be a condition of the grant of Option herein contained that Buyer agree that the Property subject to this grant of Option not be purchased by Buyer for reasons reasonably and in good faith deemed by the Seller to be solely or primarily for speculation or for reasons not including the development of the Property with significant investment in the development of improvements thereon and with the creation of significant type and number of jobs located on the Property resulting therefrom. Specifically, Buyer agrees that if Buyer exercises the Option, Buyer will invest in the construction and development of buildings and related improvements on the Property and as a result of said construction and development of buildings, improvements and operations on the Property, it will create the requisite number of jobs, all as described in **Exhibit B** attached hereto (such anticipated development of improvements and creation of jobs being referred to herein as the "Development Goals").

These conditions and covenants of Buyer survive the Closing. If Buyer does not adhere to these conditions and covenants and produce these development standards on the Property in

October 2015

Port Events

ALK work

9:00 AM OEDA Fall Conference Sunday 25 18 ■ 8:30 AM KIHR Radio
■ 11:00 AM Josh Pfreim – at the brewery 1:0:00 AM Suzie
■ 12:00 PM Dive Oregon Board Meeting
② Tue Oct 13, 2015 12pm – 5pm (andrea@portofthedalles.com) ■ 10:00 AM North Central Advisory
Committee Meeting
■ 2:00 PM Suzie shin call ... OEDA Fall Conference Monday 26 19 12 ■ 10:00 AM Suzie ■ 5:00 PM Carolyn Meece finance dinner ... OEDA Fall Conference

10:00 AM Suzie

2:00 PM OEDA Board of Directors

Meeting 2:00 PM Ken Frisby, manager, ODFW Tuesday 13 ■ 11:30 AM Rotary for Mary Merrill ■ 5:00 PM Port Meeting Coogle Fest 10:30 AM Suzie Wednesday 14 28 mish Hege

11:30 AM Bob re: worksession

10:00 PM Minn and Ann-- Riverside at the Port

3:00 PM NORCOR Property Work Group Meeting Scheduling Request 9:00 AM OPPA Conference
9:00 AM OPPA Conference UAVs and Marine Sciences ■ 10:00 AM Mayor Lawrence and Com-Thursday 29 15 11 10:00 AM KODL Coffee Break
11:00 AM Steve Anderson OR Cherry 7:00 AM Chamber Econ. Dev Newport DAY Test site tour IFA Board Meeting Oct. 9th . OPPA Conference Friday 30 16

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November 2015

Port Events

ALK work

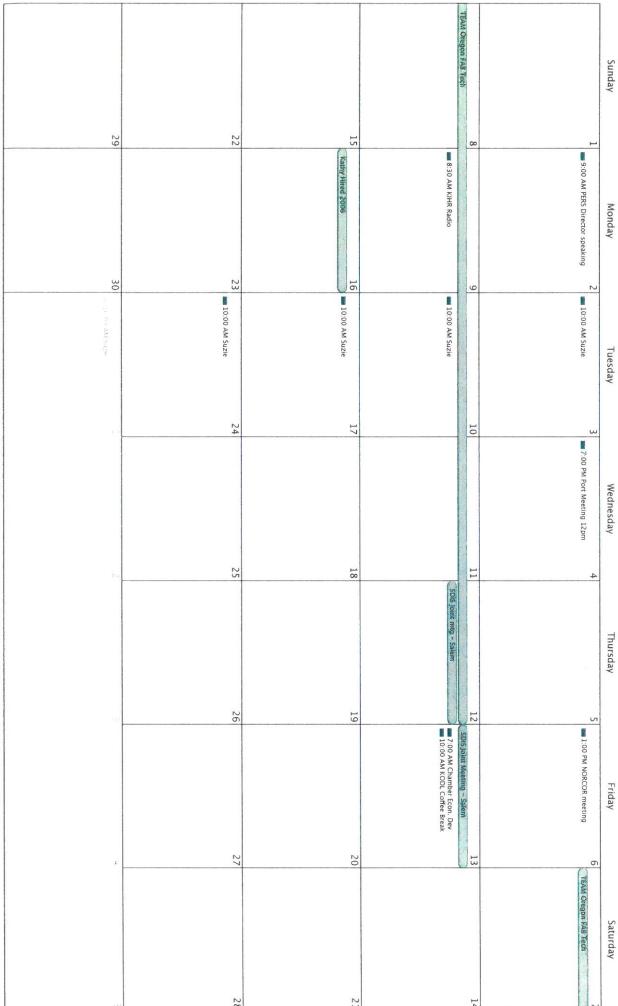
OTS

October 2015 SMTWTFS

November 2015 S M T W T F S

December 2015

1 2 3



Meeting Date: October 14, 2015

Subject:

G.) Consent Agenda

Background:

1. September 9, 2015 Regular Meeting Minutes - Included

2. September 2015 Financial Report: September Financials will be posted in dropbox when available.

Staff Recommendation:

Fiscal Impact: None



PORT OF THE DALLES COMMISSION

Regular Meeting Minutes September 9, 2015 Port of The Dalles

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

ROLL CALL

Present: Bob McFadden, Greg Weast, Mike Courtney, Kristi McCavic

Staff: Andrea Klaas, Executive Director; Kathy Norton, Assistant to the Executive Director; Kathy Ursprung, Marketing & Communications; Angie Wilson, Bookkeeper, Bill Dick, Attorney

Guests:

Pledge of Allegiance: Commissioner Courtney

AGENDA CORRECTIONS or ADDITIONS

None at this time.

PUBLIC COMMENT-VISITOR BUSINESS

None at this time.

PORT CALENDAR/EVENTS

Andrea Klaas reviewed the September and October, 2015 Calendars.

CONSENT AGENDA:

- 1. August 12, 2015 Regular Meeting Minutes approved as presented.
- July, 2015 Financial Report: Angie included a report in the packet. Late fees have been issued to Marina tenants who have not been paying on their 2015-16 moorage; LGIP account interest rate is .054%; audit started. Discussion on cost of CGIC Ribbon Cutting event. Staff will email expense spreadsheet to the Commission.

Motion to approve the July, 2015 Financial Report. M/M.Courtney, S/G.Weast. Motion approved unanimously.

ACTION ITEMS:

 Protective Covenants: Andrea provided copies of the proposed protective covenants for CGIC lots #11-#23. The change that is made is to allow the owner to combine the lots into one "subject property". There was no change to lot coverage, landscaping requirements or setbacks.

Motion to adopt the Columbia Gorge Industrial Center Subdivision protective covenants for lots #11-#23 as presented. M/K.McCavic, S/G.Weast.

Further discussion.

Motion to table the action until the whole subdivision protective covenants can be done together. M/M.Courtney, no second.

Motion to adopt the Columbia Gorge Industrial Center Subdivision protective covenants for lots #11-#23 as presented was approved 3-1 with M.Courtney voting nay.

2. Regional General Wetlands Permit: Kathy Ursprung provided background information in the packet.

Motion to instruct staff to pursue an application for an Advance Aquatic Resource Plan and to explore options for developing an in lieu fee program. M/K.McCavic, S/M.Courtney. Motion approved unanimously. Staff was asked to bring the application to the Commission for review before submitting.

3. Oregon Department of Human Services (DHS) Lease: Mike Courtney and Kristi McCavic declared a conflict of interest. DHS is looking for some additional parking to accommodate their fleet vehicles so those cars are not taking up client parking spaces. The property manager, MVP Properties, asked if there was space at the Port that could be used. The gravel area north of the Port paved parking area would accommodate about 10 cars. Staff was directed to check with the City regarding any restrictions on using the proposed property for parking and to make the lease reflect that DHS was responsible for any needed upgrades.

Motion to authorize the Port to lease DHS the space north of the paved area on a month-to-month basis for a fee of \$100 and require proof of insurance and liability coverage to satisfy our insurance agent. DHS will also be responsible for any needed upgrades per City requirements. M/M.Courtney, S/G.Weast. Motion approved with Commission McCavic abstaining due to conflict of interest.

4. November Meeting Date: The November Port Commission meeting falls on Veteran's Day, a National Holiday.

By consensus of the Commission the November Port Commission meeting date was changed to November 4, 2015. Time and location were unchanged.

STAFF REPORT

- 1. Monthly Highlights Andrea Klaas provided full report in meeting packet. Japan trip was great. The Dalles team met with local officials to talk about business, cultural exchanges, and economic opportunities; Lockheed scheduled to begin installation of the monitoring well early September with some of the work being done on the weekend to minimize disruption of Port operations. They anticipate being done early October; Audit is moving ahead; Port staff has been answering questions and forwarding required documents to Pelican for their review prior to closing; CGIC near final completion-Crestline is refacing the bioswales with crushed rock and knocking out a few items on the final punch list before the systems are turned over to the City; the Post Office is working on official street addresses for CGIC; continued meetings with Port businesses; met with EverSummer Basil-they have asked FLI to keep the weeds and grass trimmed on a regular basis. Had a discussion about their relocation to another location in the region; hosted a business site visit-Project Borealis looking to identify a site by the end of the year; letters regarding violations of protective covenants (landscaping) were sent to EverSummer and Riverside Gymnastics. Another letter was sent to UPS thanking them for the work they did to clean up their property.
- 2. Marketing & Communications Update: Kathy Ursprung provided full report in meeting packet. Over the past few weeks we have begun the process of meeting with various Port area businesses to learn how business is going, any concerns, and encouraging them to let us know if they are aware of associated businesses that may be a good fit for The Dalles there were some interesting ideas expressed. We also identified some key business people to meet with in the greater Port District; will be attending the Oregon Aviation Industry Summit in Aurora on September 15, 2015; marketing on several fronts direct mail via electronic and paper, emailing new business registrants in The Dalles; developing contact lists and starting to reach out to people in cycle manufacturing, unmanned aerial vehicle and food processing industries; Terra Science has completed a preliminary Development and Compensatory Mitigation Plan. We now know that we have the potential for enough mitigation area to compensate for potential development identified in the TSI plan; attended the Northwest Economic Development Course in August. Came home with a better understanding of economic development. Already working to make some adjustments to our website to better respond to what site selectors are looking for.

3. Marina Update: Kathy Norton provided report in meeting packet. ODFW hopes to make another attempt to remove one of the sea lions in September; A-Dock has been prepared for the Port's boathouse to be located there; Jerry continues to clean up algae weekly, hope to have a solution to some of the bloom next spring; Mark Roth has been evaluating the camera system. When the boathouse is secure the system will be moved there; reports of trouble at the Marina have decreased so the gate code will remain the same for now; Marina walk through was on September 8 – Commissioner Courtney said the Marina was in the best shape he had ever seen, Commissioner McCavic stated the algae problem was much better; The Dalles Yacht Club notified the Port that due to low membership they need to consider closing the fuel dock at the Marina. OSMB does not know of any funding source that can help. Discussion on other options for the yacht club and their fuel dock and marina management in general. Commissioner Courtney provided information on the Port of Umatilla handing the ownership and operation of the marina to the City of Umatilla.

Motion to direct staff and council to get the Port out of the Marina business within 15 months. M/M.Courtney, S/G.Weast. The motion was lost due to a tie vote.

Further discussion on options for marina management and what direction the Port wants to do with regard to the Marina. Commissioner McFadden suggested staff and council research options and bring a plan to divest the Port of the marina management by the end of 2016.

By consensus the Commission directed Port staff and council to prepare a plan to divest the Port of marina management by the end of 2016.

- 4. Reports of Committees:
 - a) Urban Renewal Commissioner Weast: 2 applications for the façade improvement grants; new Asian market applying for grants.
 - b) Chamber of Commerce: Commissioner Griffith: no report.
 - c) Wasco EDC Kathy Ursprung: No meeting.
 - d) COT Bob McFadden: Meeting on Friday.

COMMISSION CALL

- President:
- 2. Commissioners:
 - a. Commissioner Courtney reminded the Commission the Executive Director evaluation needs to be completed. Commissioner McFadden stated the evaluation would be done at the October meeting.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE PORT COMMISSION, the meeting adjourned at 8:20PM.

PORT OF THE DALLES:	ATTEST:		
Bob McFadden, President Board of Commissioners	David A. Griffith, Secretary Board of Commissioners		
DATE APPROVED: Prepared by: K.Norton			

Meeting Date: October 14, 2015

Subject: G.b) Financials

LGIP interest rate remains at 0.54%

- General Fund income/lease land has exceeded budget, this is due to the Transgroup lease that was to expire in August and is now extended through January 2016. We are collecting \$2500/month for this lease.
- In Port Development Fund we will be receiving \$250,000 from ODOT grant this month, with the balance (\$250,000) coming once the Columbia Gorge Industrial Center project is done, and we have received approval for the \$20,000 Port Planning and Marketing grant to help off-set some of the Columbia Gorge Industrial Center marketing expenses. This is reimbursement grant.
- · Friend and Reagan are still working on the audit.

4:31 PM 10/08/15 Accrual Basis

Port of The Dalles Balance Sheet by Class As of September 30, 2015

	General	Marina F	Port Develo	Un	TOTAL
ASSETS Current Assets					
Checking/Savings					
Cash-With County CSB Checking	1,856.21	0.00	0.00	0.00	1,856.21
General Checking	34,704.79	0.00	0.00	0.00	34,704.79
Marina Checking Port Develop. Checking	0.00	30,556.12 0.00	0.00 405.49	0.00	30,556.12 405.49
Total CSB Checking	34,704.79	30,556.12	405.49	0.00	65,666.40
LGIP	- 1,			0.00	30,000.10
Marina Services	0.00	111,803.37	0.00	0.00	111,803.37
Port Develop General	0.00 369,994.19	0.00	1,503,518.21	0.00	1,503,518.21
		0.00	0.00	0.00	369,994.19
Total LGIP	369,994.19	111,803.37	1,503,518.21	0.00	1,985,315.77
Petty Cash	74.51	68.54	160.19	0.00	303.24
Total Checking/Savings	406,629.70	142,428.03	1,504,083.89	0.00	2,053,141.62
Accounts Receivable Accounts Receivable					
General	6,851.65	0.00	0.00	0.00	6,851.65
Marina	0.00	37,196.71	0.00	0.00	37,196.71
Port Development.	0.00	0.00	39,330.71	0.00	39,330.71
Total Accounts Receivable	6,851.65	37,196.71	39,330.71	0.00	83,379.07
Total Accounts Receivable	6,851.65	37,196.71	39,330.71	0.00	83,379.07
Total Current Assets	413,481.35	179,624.74	1,543,414.60	0.00	2,136,520.69
Other Assets Due To Other Funds	-72,929.84	0.00	0.00	0.00	72 020 04
Due From Other Funds	0.00	72,929.84	0.00	0.00	-72,929.84 72,929.84
Note Receivable					
SWPF- M General Note City Of the Dalles Airport Well	72,929.84 151,516.38	0.00 0.00	0.00 0.00	0.00	72,929.84 151,516.38
Total Note Receivable	224,446.22	0.00	0.00	0.00	224,446.22
Contract Receivable		0.00	0.00	0.00	227,440.22
CCC#5CPD	0.00	0.00	22,004.17	0.00	22,004.17
Tum-A-Lum	0.00	0.00	113,019.22	0.00	113,019.22
WICI-BLDG WICI-LAND	0.00	0.00	49,528.19 30,480.00	0.00	49,528.19 30,480.00
Total Contract Receivable	0.00	0.00	215.031.58	0.00	215,031.58
Amount To Be Provided	5.50	0.00	210,001.00	0.00	210,001.00
IFA Loan #14005	0.00	0.00	2,137,500.00	0.00	2,137,500.00
Total Amount To Be Provided	0.00	0.00	2,137,500.00	0.00	2,137,500.00
Taxes Receivable	26,121.46	0.00	0.00	0.00	26,121.46
Total Other Assets	177,637.84	72,929.84	2,352,531.58	0.00	2,603,099.26
TOTAL ASSETS	591,119.19	252,554.58	3,895,946.18	0.00	4,739,619.95
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable					
General	57.35	0.00	0.00	0.00	57.35
Port Development	0.00	0.00	266,761.55	0.00	266,761.55
Total Accounts Payable	57.35	0.00	266,761.55	0.00	266,818.90
Total Accounts Payable	57.35	0.00	266,761.55	0.00	266,818.90
Other Current Liabilities					

4:31 PM 10/08/15 Accrual Basis

Port of The Dalles Balance Sheet by Class As of September 30, 2015

	General	Marina F	Port Develo	Un	TOTAL
Deferred Revenue					
CCC#5 CPD	0.00	0.00	22,004.17	0.00	22,004.17
Taxes	23,601.73	0.00	0.00	0.00	23,601.73
Tum A Lum	0.00	0.00	113,019.22	0.00	113,019.22
WICI-Bldg	0.00	0.00	49,350.46	0.00	49,350.46
WICI-Land	0.00	0.00	30,657.73	0.00	30,657.73
Total Deferred Revenue	23,601.73	0.00	215,031.58	0.00	238,633.31
IFA Loan #14005 Note Payable	0.00	0.00	2,137,500.00	0.00	2,137,500.00
SPWF-Marina loan to General	0.00	72,929.84	0.00	0.00	72,929.84
Total Note Payable	0.00	72,929.84	0.00	0.00	72,929.84
Payroll Liabilities					
P/R Taxes Payable- Pers	789.28	0.00	0.00	0.00	789.28
P/R Taxes Payable-State	10.09	0.00	0.00	0.00	10.09
P/R Taxes Payable-Federal	50.00	0.00	0.00	0.00	50.00
Payroll Liabilities - Other	178.80	0.00	0.00	0.00	178.80
Total Payroll Liabilities	1,028.17	0.00	0.00	0.00	1,028.17
Total Other Current Liabilities	24,629.90	72,929.84	2,352,531.58	0.00	2,450,091.32
Total Current Liabilities	24,687.25	72,929.84	2,619,293.13	0.00	2,716,910.22
Total Liabilities	24,687.25	72,929.84	2,619,293.13	0.00	2,716,910.22
Equity Fund Balance					
Unrestricted	646,547.76	-0.14	4,556,339.12	0.00	5,202,886,74
Fund Balance - Other	2,046.82	0.00	0.00	0.00	2,046.82
Total Fund Balance	648,594.58	-0.14	4,556,339.12	0.00	5,204,933.56
Unrestricted Net Assets	-67,005.43	71,582.50	-3,027,692.09	0.00	-3,023,115.02
Net Income	-15,157.21	108,042.38	-251,993.98	0.00	-159,108.81
Total Equity	566,431.94	179,624.74	1,276,653.05	0.00	2,022,709.73
TOTAL LIABILITIES & EQUITY	591,119.19	252,554.58	3,895,946.18	0.00	4,739,619.95

6:33 PM 10/07/15 Cash Basis

Port of The Dalles-GENERAL Profit & Loss Budget vs. Actual-SUMMARY July through September 2015

	Jul - Sep 15	Budget	% of Budget
Ordinary Income/Expense			
Income			
Or. St. Marine Board Grant	2,999.00		
Transient Moorage	637.50	3,000.00	21.3%
Map Grant	9,500.00	9,000.00	105.6%
Interest From Earnings	1,131.85	462.00	245.0%
Prior Yr Property Tax	3,157.29	13,061.00	24.2%
Interest From Contracts	0.00	2,172.00	0.0%
Misc. Income	35.18	100.00	35.2%
lease-land/Facility	12,800.00	10,000.00	128.0%
SDAO Grant	0.00	5,000.00	0.0%
Airport Well	0.00	1,061.00	0.0%
Marina Loan	0.00	9,449.00	0.0%
Property Tax	1,734.61	281,195.00	0.6%
Total Income	31,995.43	334,500.00	9.6%
Gross Profit	31,995.43	334,500.00	9.6%
Expense			
PERSONAL SERVICES-	26,768.16	112,047.00	23.9%
MATERIAL AND SERVICES-	26,936.77	151,250.00	17.8%
CAPITAL OUTLAYS-	0.00	15,000.00	0.0%
Total Expense	53,704.93	278,297.00	19.3%
Net Ordinary Income	-21,709.50	56,203.00	-38.6%
Other Income/Expense Other Expense			
Transfer to Other Funds	0.00	150,000.00	0.0%
General Operating Contingency	0.00	50,000.00	0.0%
Total Other Expense	0.00	200,000.00	0.0%
Net Other Income	0.00	-200,000.00	0.0%
Net Income	-21,709.50	-143,797.00	15.1%

6:34 PM 10/07/15 Cash Basis

Port of The Dalles-GENERAL Profit & Loss Budget vs. Actual-DETAIL July through September 2015

	Jul - Sep	Budget	% of B
Ordinary Income/Expense			
Income Or. St. Marine Board Grant	2,999.00		
Transient Moorage			
Utility Receipts Contractors	0.00 0.00	1,000.00 1,000.00	0.0% 0.0%
Guests	637.50	1,000.00	63.8%
Total Transient Moorage	637.50	3,000.00	21.3%
Map Grant Map Grant - Other	9,500.00	9,000.00	105.6%
Total Map Grant	9,500.00	9,000.00	105.6%
Interest From Earnings	1,131.85	462.00	245.0%
Prior Yr Property Tax	3,157.29	13,061.00	24.2%
Interest From Contracts MARINA	0.00	2,172.00	0.0%
Total Interest From Contracts	0.00	2,172.00	0.0%
Misc. Income	35.18	100.00	35.2%
lease-land/Facility	12,800.00	10,000.00	128.0%
SDAO Grant	0.00	5,000.00	0.0%
Airport Well Marina Loan	0.00	1,061.00 9,449.00	0.0% 0.0%
Property Tax	1,734.61	281,195.00	0.6%
Total Income	31,995.43	334,500.00	9.6%
Gross Profit	31,995.43	334,500.00	9.6%
Expense PERSONAL SERVICES- Payroll Expenses Wages	7 670 46	47,895.00	16.0%
Salary- Exec. Director Maintenance Supervisor	7,670.46 4,627.11	21,424.00	21.6%
Admin/Marina Specialist	4,864.00	21,115.00	23.0%
Total Wages	17,161.57	90,434.00	19.0%
FICA-EMPLOYER	1,312.86	9,000.00	14.6%
PERS EMPLOYER Unemployment Payments	265.75 0.00	4,000.00 1.00	6.6% 0.0%
WRKRS COMP EMPLOYER Payroll Expenses - Other	15.18 0.00	1,512.00	1.0%
Total Payroll Expenses	18,755.36	104,947.00	17.9%
Health Insurance	8,012.80	7,100.00	112.9%
Total PERSONAL SERVICES-	26,768.16	112,047.00	23.9%
MATERIAL AND SERVICES- Transient Moorage Expense Transient Dues. Fees and Subs.	0.00	350.00	0.0%
Transient Moorage Utilities	55.86	1,000.00	5.6%
Total Transient Moorage Expense	55.86	1,350.00	4.1%
Contracted Service	1,880.00	23,000.00	8.2%
Account and Audit Develop and Comm	0.00 789.31	20,000.00 10,000.00	0.0% 7.9%
Dues, Fees and Subscriptions	3,899.35	10,000.00	39.0%
Insurance-Liability	1,763.68	11,000.00	16.0%
Legal Maintenance and Repair	660.00	5,000.00	13.2%
Weed Control/landscaping	3,613.31	8,000.00	45.2%
Shop	258.21	3,000.00	8.6%

6:34 PM 10/07/15 Cash Basis

Port of The Dalles-GENERAL **Profit & Loss Budget vs. Actual-DETAIL** July through September 2015

	Jul - Sep	Budget	% of B
Office	04.50	0.400.00	0.50/
Office - Other	31.53	6,400.00	0.5%
Total Office	31.53	6,400.00	0.5%
Vehicle Expense Repair	42.27	1,000.00	4.2%
Gas	329.51	1,500.00	22.0%
Total Vehicle Expense	371.78	2,500.00	14.9%
Maintenance and Repair - Other	0.00	0.00	0.0%
Total Maintenance and Repair	4,274.83	19,900.00	21.5%
Launch Ramp Cleaning Service Launch Ramp Launch Ramp Water Launch Ramp Garbage Launch Ramp Electric Launch Ramp - Other	1,569.99 375.81 40.00 127.49 629.19	8,400.00 1,800.00 1,500.00 300.00	18.7% 20.9% 8.5% 209.7%
Total Launch Ramp	2,742.48	12,000.00	22.9%
Office Supplies Office Equipment Staff Development/Enhance Travel Expense Utilities Industrial	723.90 3,107.11 135.00 1,041.57	6,000.00 3,000.00 5,000.00 10,000.00	12.1% 103.6% 2.7% 10.4%
Industrial Water Industrial - Other	1,725.90	3,000.00 0.00	57.5% 0.0%
Total Industrial	1,725.90	3,000.00	57.5%
Office Water Office Shop	1,060.50	3,000.00	35.4%
Total Water Office	1,060.50	3,000.00	35.4%
Office Electric Garbage Office Telephone Office - Other	468.79 225.30 2,383.19 0.00	1,900.00 900.00 6,200.00 0.00	24.7% 25.0% 38.4% 0.0%
Total Office	4,137.78	12,000.00	34.5%
Total Utilities	5,863.68	15,000.00	39.1%
Total MATERIAL AND SERVICES-	26,936.77	151,250.00	17.8%
CAPITAL OUTLAYS- Launch Ramp(parking lot) Building Improvements	0.00	3,000.00 12,000.00	0.0%
Total CAPITAL OUTLAYS-	0.00	15,000.00	0.0%
Total Expense	53,704.93	278,297.00	19.3%
Net Ordinary Income	-21,709.50	56,203.00	-38.6%
Other Income/Expense Other Expense Transfer to Other Funds General Operating Contingency	0.00	150,000.00	0.0%
Total Other Expense	0.00	200,000.00	0.0%
Net Other Income	0.00	-200,000.00	0.0%
et Income	-21,709.50	-143,797.00	15.1%

Net Income

6:40 PM 10/07/15 Cash Basis

Port of The Dalles-PDF Profit & Loss Budget vs. Actual-SUMMARY July through September 2015

	Jul - Sep 15	Budget	% of
Ordinary Income/Expense			
Income			
Interest From Earnings	2,267.55	2,633.00	86.1%
Interest From Contracts	3,326.61	12,879.00	25.8%
Loan	0.00	112,500.00	0.0%
matching grants	0.00	520,000.00	0.0%
Misc. Income	50.00		
Land Sales	7,648.05	800,000.00	1.0%
Total Income	13,292.21	1,448,012.00	0.9%
Gross Profit	13,292.21	1,448,012.00	0.9%
Expense			
PERSONAL SERVICES-	35,128.19	132,439.00	26.5%
MATERIAL AND SERVICES-	28,297.48	211,240.00	13.4%
CAPITAL OUTLAYS-	329,161.14	2,860,000.00	11.5%
Total Expense	392,586.81	3,203,679.00	12.3%
Net Ordinary Income	-379,294.60	-1,755,667.00	21.6%
Other Income/Expense			
Other Income transfer from other funds	0.00	150 000 00	0.00/
transfer from other funds		150,000.00	0.0%
Total Other Income	0.00	150,000.00	0.0%
Other Expense			
Building Construction Loan	0.00	83,000.00	0.0%
Other Debt Service	0.00	150,000.00	0.0%
General Operating Contingency	0.00	50,000.00	0.0%
Total Other Expense	0.00	283,000.00	0.0%
Net Other Income	0.00	-133,000.00	0.0%
Net Income	-379,294.60	-1,888,667.00	20.1%

6:39 PM 10/07/15 Cash Basis

Port of The Dalles-PDF Profit & Loss Budget vs. Actual-DETAIL July through September 2015

	Jul - Sep 15	Budget	% of
Ordinary Income/Expense			
Income Interest From Earnings Interest From Contracts	2,267.55	2,633.00	86.1%
CCC#5-CPDLLC Tum-A-Lum WICI-BLDG	310.85 2,001.48 556.67	1,216.00 7,740.00 2,429.00	25.6% 25.9% 22.9%
WICI-LAND	457.61	1,494.00	30.6%
Total Interest From Contracts	3,326.61	12,879.00	25.8%
Loan matching grants Misc. Income Land Sales	0.00 0.00 50.00	112,500.00 520,000.00	0.0% 0.0%
CCC#5-CPDLLC Tum-A-Lum WICI-BLDG	2,973.16 2,005.18 1,431.61	13,015.00 8,287.00 6,691.00	22.8% 24.2% 21.4%
WICI-LAND Land Sales - Other	1,238.10 0.00	4,118.00	30.1%
Total Land Sales	7,648.05	767,889.00 800,000.00	1.0%
Total Income	13,292.21	1,448,012.00	0.9%
Gross Profit	13,292.21	1,448,012.00	0.9%
Expense PERSONAL SERVICES- Payroll Expenses Wages Marketing/Communications	11 740 00	51 000 00	23.09/
Marketing/Communications Salary- Exec. Director	11,749.98 16,666.68	51,000.00 47,895.00	23.0% 34.8%
Total Wages	28,416.66	98,895.00	28.7%
FICA-EMPLOYER PERS EMPLOYER WRKRS COMP EMPLOYER Payroll Expenses - Other	2,173.88 0.00 21.62 0.00	7,696.00 400.00 674.00	28.2% 0.0% 3.2%
Total Payroll Expenses	30,612.16	107,665.00	28.4%
Health Insurance	4,516.03	24,774.00	18.2%
Total PERSONAL SERVICES-	35,128.19	132,439.00	26.5%
MATERIAL AND SERVICES- Land Sales			
Land Sales Closing Cost Land Sale Commissions	0.00	14,000.00 35,000.00	0.0%
Total Land Sales	0.00	49,000.00	0.0%
Contracted Service Develop and Comm Legal	1,568.75 126.46 7,380.00	50,000.00 5,000.00 20,000.00	3.1% 2.5% 36.9%
Office Supplies Travel Expense Utilities	0.00 41.25	2,000.00	0.0%
Industrial Industrial Water	172.27		
Total Industrial	172.27		
Office Telephone	17.50	240.00	7.3%
Total Office	17.50	240.00	7.3%
Total Utilities	189.77	240.00	79.1%
Marketing Expenses Grant	0.00	10,000.00	0.0%

6:39 PM 10/07/15 Cash Basis

Port of The Dalles-PDF Profit & Loss Budget vs. Actual-DETAIL July through September 2015

	Jul - Sep 15	Budget	% of
Media/Promo	18,329.04	55,000.00	33.3%
Travel	662.21	20,000.00	3.3%
Total Marketing Expenses	18,991.25	85,000.00	22.3%
Total MATERIAL AND SERVICES-	28,297.48	211,240.00	13.4%
CAPITAL OUTLAYS-			
Engineering/Consultants	17,245.79	100,000.00	17.2%
Land Acquisition/Development	303,803.13	2,500,000.00	12.2%
PDF- Facility Improvements	8,112.22	10,000.00	81.1%
Partnership Projects	0.00	250,000.00	0.0%
Total CAPITAL OUTLAYS-	329,161.14	2,860,000.00	11.5%
Total Expense	392,586.81	3,203,679.00	12.3%
Net Ordinary Income	-379,294.60	-1,755,667.00	21.6%
Other Income/Expense Other Income transfer from other funds			
General Fund	0.00	150,000.00	0.0%
Total transfer from other funds	0.00	150,000.00	0.0%
Total Other Income	0.00	150,000.00	0.0%
Other Expense			
Building Construction Loan	0.00	83,000.00	0.0%
Other Debt Service	0.00	150,000.00	0.0%
General Operating Contingency	0.00	50,000.00	0.0%
Total Other Expense	0.00	283,000.00	0.0%
Net Other Income	0.00	-133,000.00	0.0%
Net Income	-379,294.60	-1,888,667.00	20.1%

4:40 PM 10/08/15 Cash Basis

Port of The Dalles-Marina Profit & Loss Budget vs. Actual-detail July through September 2015

	Jul - Sep 15	Budget	% of Budget
Ordinary Income/Expense Income			
Interest From Earnings SDAO Grant	104.53 0.00	317.00 3,000.00	33.0% 0.0%
Marina Misc. Income Gate Keys	-100.00 60.00	300.00	20.0%
Security Screen Misc. Income - Other	0.00	0.00	0.0%
Total Misc. Income	-40.00	300.00	-13.3%
Revenue Boathouse Water BH Sewer	2,715.68 5,868.41	4,500.00 10,112.00	60.3% 58.0%
Lates Fees Moorage Fees	425.00 64,982.05	88,766.00	73.2%
Total Boathouse	73,991.14	103,378.00	71.6%
Open Moorage Water Annual Moorage Fee Electric	374.97 16,912.78 374.97	207.00 26,145.00 1,270.00	181.1% 64.7% 29.5%
Total Open Moorage	17,662.72	27,622.00	63.9%
Grants Revenue - Other	0.00 0.00	0.00 0.00	0.0% 0.0%
Total Revenue	91,653.86	131,000.00	70.0%
Special Projects Assessment Water System	1,050.00		
Total Special Projects Assessment	1,050.00		
Total Marina	92,663.86	131,300.00	70.6%
Total Income	92,768.39	134,617.00	68.9%
Gross Profit	92,768.39	134,617.00	68.9%
Expense PERSONAL SERVICES- Payroll Expenses Wages			
Salary- Exec. Director Maintenance Supervisor Development Specialist	662.88 2,199.40 308.09	7,560.00 11,536.00	8.8% 19.1%
Admin/Marina Specialist	3,584.00	21,115.00	17.0%
Total Wages	6,754.37	40,211.00	16.8%
FICA-EMPLOYER PERS EMPLOYER Unemployment Payments WRKRS COMP EMPLOYER Payroll Expenses - Other	516.72 0.00 0.00 8.81 0.00	3,132.00 2,000.00 1.00 60.00	16.5% 0.0% 0.0% 14.7%
Total Payroll Expenses	7,279.90	45,404.00	16.0%
Contracted Services Health Insurance	805.00 0.00	10,584.00	0.0%
Total PERSONAL SERVICES-	8,084.90	55,988.00	14.4%
MATERIAL AND SERVICES-	2	20	
Contracted Service Account and Audit Bad Debt Expense Develop and Comm Dues, Fees and Subscriptions	0.00 0.00 0.00 0.00 -8.40	1,500.00 300.00 500.00 250.00 100.00	0.0% 0.0% 0.0% 0.0% -8.4%
Dates, 1 etes and Subscriptions	-0.40	100.00	-0.470

4:40 PM 10/08/15 Cash Basis

Net Income

Port of The Dalles-Marina Profit & Loss Budget vs. Actual-detail July through September 2015

	Jul - Sep 15	Budget	% of Budget
Insurance-Liability Legal Maintenance and Repair Vehicle Expense	0.00 240.00	3,000.00 3,000.00	0.0% 8.0%
Gas	152.16	1,200.00	12.7%
Total Vehicle Expense	152.16	1,200.00	12.7%
Marina Maintenance and Repair - Other	0.00 2,708.52	0.00 4,600.00	0.0% 58.9%
Total Maintenance and Repair	2,860.68	5,800.00	49.3%
Office Supplies Travel Expense Utilities Marina Electric Marina	98.57 0.00	250.00 200.00	39.4% 0.0%
Lights Open Moorage Sewer Pump	320.20 170.34 112.05	1,250.00 1,700.00 600.00	25.6% 10.0% 18.7%
Total Electric Marina	602.59	3,550.00	17.0%
Garbage Marina Sewer Marina Water Marina	1,519.71 1,713.84 2,390.25	3,600.00 7,850.00 4,500.00	42.2% 21.8% 53.1%
Total Marina	6,226.39	19,500.00	31.9%
Office Telephone	153.09		
Total Office	153.09		
Utilities - Other	0.00	0.00	0.0%
Total Utilities	6,379.48	19,500.00	32.7%
Total MATERIAL AND SERVICES- CAPITAL OUTLAYS-	9,570.33	34,400.00	27.8%
Marina Expense Boathouse Improvements Faciltiy Improvements	704.62 206.22	3,000.00 60,000.00	23.5% 0.3%
Total Marina Expense	910.84	63,000.00	1.4%
Total CAPITAL OUTLAYS-	910.84	63,000.00	1.4%
Total Expense	18,566.07	153,388.00	12.1%
Net Ordinary Income	74,202.32	-18,771.00	-395.3%
Other Income/Expense Other Expense Other Debt Service General Operating Contingency	0.00 0.00	11,622.00 5,000.00	0.0% 0.0%
Total Other Expense	0.00	16,622.00	0.0%
Net Other Income	0.00	-16,622.00	0.0%
et Income	74,202.32	-35,393.00	-209.7%
	(III)		

Port of The Dalles Account QuickReport As of September 30, 2015

Туре	Num	Name	Memo	Paid Amo
CSB Checking				
General Checking				
Liability Check	EFT	Oregon Department	0504064-4	-561.00
Liability Check	EFT	United States Treas	93-6001833	-2,280.46
Transfer			Funds Transfer	20,000.00
Check	EFT	Brokers National Lif		-71.40
Check		Global Pay		-35.90
Liability Check	EFT	Oregon Department	0504064-4	-561.00
Liability Check	EFT	United States Treas	93-6001833	-2,280.48
Check	EFT	Pers		-86.48
Liability Check	EFT	Pers	02501	-1,038.98
Bill Pmt -Check	22453	Angie Wilson		-1,005.00
Bill Pmt -Check Bill Pmt -Check	22454	Bohns Printing		-47.34
Bill Pmt -Check	22455	City Of The Dalles.		-1,064.15
Bill Pmt -Check	22456 22457	H2Oregon		-29.50
Bill Pmt -Check	22457	Hattenhauer Energy InContact		-60.42
Bill Pmt -Check	22459	Jordan Chelsa	landscaping	-24.79
Bill Pmt -Check	22460	Lundell Plumbing H	landscaping	-3,555.00 -436.25
Bill Pmt -Check	22461	PUD		-207.66
Bill Pmt -Check	22462	Rotary Club of The		-20.00
Bill Pmt -Check	22463	Sawyers True Value		-89.98
Bill Pmt -Check	22464	Special Districts As		-100.00
Bill Pmt -Check	22465	Staples Credit Plan		-29.99
Bill Pmt -Check	22466	The Dalles Disposal		-75.10
Bill Pmt -Check	22467	Wasco County Lan		-40.00
Bill Pmt -Check	22468	kathleen Norton		-55.60
Deposit			Deposit	2,560.00
Paycheck	22472	Kathy J Ursprung		-1,298.01
Paycheck	22471	Kathleen M. Norton		-1,027.80
Paycheck	22470	Gerald L. Rundell		-813.79
Paycheck Bill Pmt -Check	22469	Andrea L. Klaas	VOID III O	-2,884.93
Bill Pmt -Check	22473 22474	Northern Wasco Co Northern Wasco Co	VOID: July-September	0.00
Check	EFT	Pers	July-September	-1,500.00
Liability Check	EFT	Pers	02501	-43.53
Deposit		1 013	Deposit	-523.33 5,090.00
Paycheck	22476	Gerald L. Rundell	Doposit	-813.77
Paycheck	22475	Andrea L. Klaas		-2,884.92
Paycheck	22478	Kathy J Ursprung		-1,298.02
Paycheck	22477	Kathleen M. Norton		-1,027.80
Bill Pmt -Check	22479	Airgas		-42.85
Bill Pmt -Check	22480	Cardmember Servic		-437.55
Bill Pmt -Check	22481	CenturyLink	VOID:	0.00
Bill Pmt -Check	22482	Dick, Dick & Corey,		-200.00
Bill Pmt -Check	EFT	Health Republic Ins		-3,457.06
Bill Pmt -Check	22484	InContact	VOID:	0.00
Bill Pmt -Check Bill Pmt -Check	22485	Rotary Club of The		-20.00
Bill Pmt -Check	22486 22487	Special Districts As		-35.00
Bill Pmt -Check	22488	The Dalles Chronicle CenturyLink	VOID:	-110.00
Liability Check	EFT	Oregon Department	VOID: 0504064-4	0.00
Liability Check	EFT	United States Treas	93-6001833	-561.00
Bill Pmt -Check	22489	CenturyLink	33-000 1033	-2,280.52 -361.39
Bill Pmt -Check	22490	InContact		-28.10
General Journal	AW	valuetes aparticipates (FIGN	PAYROLL	11,432.17
General Journal	AW			-5,697.79
General Journal	AW			-4,937.73
General Journal	AW			2,572.05
General Journal	AW			8,223.50
General Journal	AW			0.00
General Journal	AW			0.00
Total General Check	3,836.35			

6:25 PM 10/07/15 Cash Basis

Port of The Dalles Account QuickReport As of September 30, 2015

Туре	Num	Name	Memo	Paid Amo
Marina Checking				
Check	23674	Steve Carlson		-377.57
Transfer			Funds Transfer	-60,000.00
Check	23682	Dorothea Bayer -#C5		-1,275.20
Bill Pmt -Check	23675	City Of The Dalles.		-90.88
Bill Pmt -Check	23676	The Dalles Disposal		-413.62
Bill Pmt -Check	23677	Tum A Lum Lumber		-47.84
Bill Pmt -Check	23678	Hattenhauer Energy		-60.42
Bill Pmt -Check	23679	PUD		-209.03
Bill Pmt -Check	23680	Sawyers True Value		-270.14
Bill Pmt -Check	23681	City Of The Dalles.		-1,399.37
Deposit			Deposit	8,756.49
Deposit			Deposit	30.00
Deposit			Deposit	6,996.67
Bill Pmt -Check	23683	Cardmember Servic		-206.22
Bill Pmt -Check	23684	Dick, Dick & Corey,		-90.00
Bill Pmt -Check	23685	CenturyLink		-153.09
General Journal	AW	oonary Emin	PAYROLL	-2,723.68
Total Marina Chec			TATITOLL	-51,533.90
Port Develop. Che	•			-51,555.50
Transfer	ecking		Funds Transfer	40,000,00
Bill Pmt -Check	22849	Harper Houf Peters	rulius Italisiei	40,000.00 -3,720.05
Bill Pmt -Check	22850	Staples Credit Plan		-34.98
Bill Pmt -Check	22851	Tenneson Engineeri		-1,579.72
Bill Pmt -Check	22852	Terra Science, Inc.		-2,040.00
Bill Pmt -Check	22853	The Dalles Kiwanis		-100.00
Bill Pmt -Check	22854	Kathy Ursprung		-118.28
Bill Pmt -Check	22855	PUD		-82.25
Bill Pmt -Check	22856	Port Of The Dalles		-16.09
Deposit	22000	Fort Of The Dalles	Deposit	1,094.67
Deposit			Deposit	
Deposit			Deposit	1,227.66
Bill Pmt -Check	22857	Andrea Klaas	Deposit	1,335.53 -416.97
Bill Pmt -Check	22858	Cardmember Servic		
Bill Pmt -Check	22859	Dick, Dick & Corey,		-110.00
Bill Pmt -Check	22860	Kathy Ursprung		-1,250.00 -41.25
Bill Pmt -Check	22861	The Gorge Magazine		
Bill Pmt -Check	22862	Trade and Industry		-799.00
General Journal	AW	Trade and industry	PAYROLL	-1,125.00 -8,708.49
Total Port Develop	0.150		TATROLL	23,515.78
\$1,000 (0.00,000,000) \$11 \$100 (0.00,000,000,000,000,000,000,000,000,00	. Officering			20,013.70
otal CSB Checking				-24,181.77
AL				-24,181.77

Meeting Date:

October 14, 2015

Subject:

H.)

Action Items

Background:

(None at this time)



Meeting Date: October 14, 2015

Subject:

I - a.) Staff Report

LMC Monitoring Well:

Well Sampling, October 16

Due to limited water in the well this date was moved from September to October.

Slug Testing, October 21

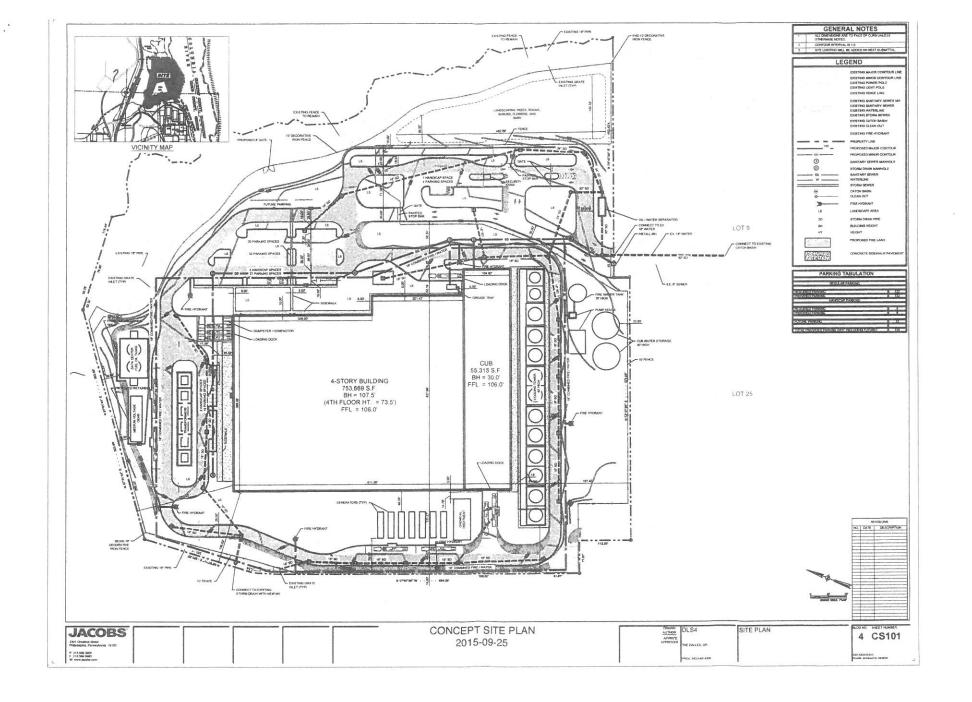
This also was moved from a September date to October 21. This test measures water flow and movement.

- 2. Bob McFadden, Kathy Ursprung and I attended the Oregon Public Ports Association annual meeting and I'm happy to report that PoTD is very well regarded by the OR Public Ports staff as well as the Business OR Port's staff.
- 3. Letters were sent to UPS thanking them for updating their landscaping, to PowderPure congratulating them on their \$5.8M fundraising campaign and to Riverside Gymnastics about fixing their landscaping. Kevin Morgan, who is part owner in the Riverside Gymnastics building did come by and talk to me. He is putting together a plan to address the maintenance and improvement of the landscaping there. He said that he already had been looking at the irrigation system because he knew it was a problem, and so would look at the rest. He is planning on contracting with a local company to keep the property maintained. Miyong Limmeroth, the other part owner, now lives in Olympia, WA and is not very involved.
- 4. The Columbia Gorge Industrial Center had the final walkthrough Monday Sept. 28th. The waterlines have been flushed and the sewer lines tested. There are a few remaining curbing concrete details that need to be fixed, then the City will accept ownership of the project.
- 5. NORCOR facilities team. The Port has been asked to participate as part of an Oregon Solutions team to help NORCOR determine what to do with the developed lot that adjoins NORCOR to the west. The site was originally leveled with the intent of building a new facility for DaKine. For a variety of reasons this did not happen and the site has been sitting vacant. The site is about 7A in size, NORCOR has invested between \$1.3M - \$1.6M in improvements and currently there are no utilities to the site. As a condition of development, NORCOR (or the property owner) will need to install an 18" waterline along the southern edge of the NOR-COR property, and bring in sewer, power, etc. The first meeting for this group was 10/8 and we will be reconvening in Nov. for another discussion.
- 6. Kathy Ursprung, Commission McCavic and I have been continuing to meet with Port businesses. Kathy will have more information in her report.
- 7. The Port hosted an Infrastructure Finance Authority meeting in The Dalles in the Readiness Center. I am the Governor's Port appointee to this board, and as such, was asked to make a presentation to the group about the Port and The Dalles. Communities of Vail, Drain, Canyonville and Beaverton were also in attendance, and after my presentation they all commented that they had no idea so much had happened, and was happening in The Dalles. In total there were about 25 people at the meeting, and I suspect many of them will be stopping here another day on their way through the Gorge. Because a number of board members are from the Salem area, they stayed at the Fairfield Inn (which was completely booked on Thursday night) and at Cousin's Inn, and I heard only good comments about both facilities.



- 8. PowderPure: Bob and I met with PowderPure to see what their expansion/growth plans are. More information is included in Executive Session.
- 9. Design LLC/Pelican has submitted their preliminary site plan to the City. The submittal follows.
- 10. Tenneson did submit a Letter of Map Amendment to FEMA for the Crates Building on September 25, 2015. A final letter of determination is supposed to be issued in 30-60 days.
- 11. North West Aluminum Specialities has been sold to SAPA Ltd. I have been in contact with SAPA and have offered the Port's assistance. The UPRR crossing issue may still present some challenges to them.
- 12. The lease for the transformer unloading has been extended to January 31, 2016. There were some production issues in Sweden that put the project behind. We are collecting \$2,500/month from them for the use of the property.
- 13. Pelican is still moving ahead. Bill Dick and their attorney are working through the title exceptions.
- **14.** I have applied for \$250,000 of the \$500,000 ODOT grant that was awarded to us. Once the City has accepted the road I will be applying for the balance.
- 15. The \$20,000 Port Planning and Marketing grant has been approved. We will using this money to off-set costs associated with a feasibility study/plan for the business accelerator/park on the Klindt Drive port property.





Meeting Date: October 14, 2015

Subject: I - b.) Marketing and Communications

Land Marketing:

Meetings with Port area and other local businesses have been continuing since the September board meeting. In the past month we have met with Chris Zukin at Meadow Outdoor Advertising, Jim Broehl at U.S. Watermaker, David Stelzer at Azure Farms, Ken Frisby at ODFW, Mimi McDonnell at Riverside Gymnastics. We also expect to have met with Josh Pfreim of Pfreim Brewing by the time of the meeting.

Ken at ODFW suggested we might explore recruiting an alfalfa pellets business as a value-added opportunity for local farmers. Jim at U.S. Watermaker says his business is growing internationally and he may soon decide to expand on his property and provide some lease space in the interim. David at Azure Farms shared his plans for further expansion in downtown Dufur. As a side business, he and his daughter are also exploring the idea of a natural food store coupled with a bulk drop downtown.

Our quarterly ad buys continue through early 2016 with Trade & Industry Development and The Gorge Magazine.

We are also continuing to reach out on several fronts through direct mail, both electronic and paper to our targeted industries. Andrea and Kathy attended the Oregon Aviation Industries (ORAVI) annual meeting in Aurora, made some good contacts there, and learned more about Aviation and Unmanned Vehicle industries.

Wetland Regional General Permit

We are pulling together the pieces of the rather lengthy application for an Advance Aquatic Resource Plan. We expect to bring this before the Commission at the November meeting.

Other

I attended the Oregon Public Ports Association conference with Andrea and Bob. It was a great opportunity to connect with other port people and learn how unique each of them is. Presentations on the economy and DSL's piling removal credit program offered food for thought.

Since attending the Northwest Economic Development Course, I have also been looking at workforce as it affects marketing The Dalles to businesses. Workforce is the No. 1 area of concern for site selectors, followed by buildings and land. Since Wasco County is part of a Workforce Investment Area based in Bend and stretching from through all of Central Oregon from north to south, and some of the federal programs that once robustly funded workforce preparedness have diminished, I am hoping to become more involved in locally focused workforce efforts. I reached out to Suzanne Burd and plan to attend the informal monthly meetings on the subject.



Meeting Date: October 14, 2015

Subject: I - c.) Marina Update

Background:

Sea Lion: Nothing new to report at this time.

Boathouse: The Port boathouse has been secured on A-dock. When Jerry returns from vacation we will begin moving the camera system.

Marina Water: Trying to touch base with Devco to confirm who has what responsibilities for the water system this winter. For now, we have notified the marina users the marina water will be shut off October 29, 2015. Those wanting their water left on have been instructed to let me know by October 26, 2015. Jerry will inspect the private water lines of those wanting to leave their water on to insure there is adequate insulation.

OSMB Workshop: OSMB has a workshop coming up on November 17, 2105 that will have information on their Aquatic Invasive Species Prevention Program. They will also cover Clean Marina program changes, Abandoned Vessel removal and Oil spill response regulation. I plan to attend this workshop.

Marina Walk-through: The comments from the Marina walk through supported the work done to improve the place. Both staff and the marina users make the effort to keep the marina in good repair.

Marina Management: Preliminary conversations with yacht club members indicate there is real interest in taking over management of the Marina. Over the next few months we will continue to have conversations with different agencies regarding the Marina.

Main Street: This week The Dalles Main Street hosted the Oregon Main Street Conference. Over 200 people from around the state were here to attend the conference and visit The Dalles. The guided tours were so popular extra tours were arranged at the last minute to accommodate folks. One interesting observation of both the keynote speaker and others throughout the event was that the favorite historic building was The Dalles Iron Works and what made it even more fun was that the Iron Works was still located there – people loved that. Many of the visiting communities provided baskets to be auctioned off at the Main Street Uncorked event on Friday evening.

Home At Last: On 10/7/2015, Wasco County Commissioners signed the Donation and Management Agreements bringing to a close the negotiations on the land the shelter sits on. Home at Last can now move forward with a capital campaign to improve the facility and services provided to the community. Home at Last will now come to the Port to discuss the small portion of land that the Port owns that is being used by the Shelter. Bob Francis left the shelter to take a position with MCEDD. At the HAL October Board meeting we will discuss how we want to move forward – we have some fun options to consider.

This will be week 4 of a 9 week class I am attending on Wednesday evenings. If there are specific questions you have, please let me know and I will make sure to have the answers available for you at the meeting.



Meeting Date: November 13, 2013				
ports of Committees	Subject:			
- Weast:	a) Url			
mmerce – David Griffith:	b) Ch			
Kathy Ursprung:	c) Wa			
mmerce – David Griffith:	b) Ch			

e) COT - Klaas/Weast/McFadden:

PORT OF THE DALLES



MARKETING REPORT AND EXECUTIVE SESSION ITEMS

October 14, 2015 - Commission Meeting

EXECUTIVE SESSION

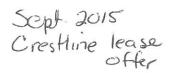
PORT OF THE DALLESOctober 14, 2015 - Commission Meeting

- 1. Riverside Gymnastics: Kristi and I met with Ann Stanley and MiMi McDonald. Riverside Gymnastics has outgrown their space and are looking to expand. They have 360 children in the program and it keeps growing. Kristi and I talked to them about ways the Port might be able to help them with their growth plans, in a similar vein to how we helped WonderWorks. Ann, MiMi and I will be meeting this next month to talk more about ideas.
- 2. PowderPure: We may have a Letter of Intent at the meeting from powder Pure. They are looking at lots 24-25 and 9-10. They are excited to have The Dalles be their world headquarters!
- 3. Crestline Construction: Erik Kerr has revamped his offer to purchase, to a request to lease. He would like a 10 year lease with and option to renew for 5 years on his current recycle pit area, with an additional 2.5 acres to the south. He is offering \$200/month for these 5 acres, with a 3% bump annually. I have invited Erik to the meeting to answer questions. He feels that it is very important for Crestline to have a recycle yard in The Dalles. They are employing 80+ people

Crestline Lease Payments

Year	Monthly rent w/3% increase	Annual Rent	Cumulative Total
1	\$200.00	\$2400.00	\$2,400.00
2	\$206.00	\$2472.00	\$4,872.00
3	\$212.18	\$2546.16	\$7,418.16
4	\$218.55	\$2622.54	\$10,040.70
5	\$225.10	\$2701.22	\$12,741.93
6	\$231.85	\$2782.26	\$15,524.18
7	\$238.81	\$2865.73	\$18,389.91
8	\$245.97	\$2951.70	\$21,341.61
9	\$253.35	\$3040.25	\$24,381.85
10	\$260.95	\$3131.46	\$27,513.31

4. Executive Director Annual review.



From: Erik Kerr Erik@crestlineconstruction.com & Subject: Crestline Taylor Lakes Lease Proposal

Date: September 17, 2015 at 12:45 PM

To: Andrea Klaas (andrea@portofthedalles.com) andrea@portofthedalles.com

Andrea,

Attached is our current lease agreement for the Taylor Lake recycle facility. Also attached is a map new are proposed by Crestline which essentially doubles the size of the lease area. As you are awa the additional area is currently rocky and uneven, and cost prohibitive for end users. I would propt to incorporate this additional 2.5 acres(approximately) into our lease and start a new lease. I would want a minimum of 10 years with one 5 year renewal option. I propose an initial lease payment of \$200 per month and Crestline incurs all costs associated with leveling and rock excavation to rende parcel usable for our intended use which is to continue our recycle facility. The initial lease rate to locked for 5 years at \$200 per month NNN and then 3% increase in base rent annually thereafter. I would also like a first right of refusal to purchase the property in the event the Port ever elects to s the property. As change is in the air, I obviously need to protect Crestline Construction's long term interest as a viable employer of 80 plus folks here in The Dalles, this matter is becoming more and I critical.

Please review this information and let me know when you are available to discuss this matter and crystalize Crestline's future in The Dalles.

Best Regards,

Erik Kerr

Manager

Office 541-506-4000 Cell 541-993-7722



"Committed to Sofety and Excellence in Heavy Civil Construction since 1994"

www.crestlineconstruction.com





Taylor Lakes Rental Agreement.pdf Taylor Lakes Property Tax.pdf

