



PUBLIC MEETING: Port Commission Action Meeting

DATE: Tuesday **February 20, 2024, 6 PM**

LOCATION: Cascade Locks City Hall 140 Wa Na Pa St, Cascade Locks, OR 97014

<https://us02web.zoom.us/j/85806615790>

AGENDA

- 1) Commission meeting called to order
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Modifications, Additions and Changes to the Agenda
- 2) Executive Session under ORS 192.660 (2)(f) To consider information or records that are exempt by law from public inspection and (2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
- 3) Consent Agenda (**Consent Agenda may be approved in its entirety in a single motion. Items are considered routine. Any Commissioner may take a motion to remove any items from the Consent Agenda for individual discussion).
 - a. Approval of minutes for Commission Meeting from January 16, 2024 – [Page 2](#)
 - b. Ratification of bills in the amount of \$196,824.72 – [Page 6](#)
 - c. Approval of payroll for both 1-19-24 and 2-2-24 in the amount of \$75,368.74
 - d. Approval of 2024-2025 Budget Schedule and appoint Matt Apken as Budget Officer – [Page 8](#)
- 4) Business Action Items
 - a. Approve LGGP Grant Agreement for BOG Trailhead Restrooms Project, in the amount of \$152,228.08 – [Page 10](#)
 - b. Approve Landlord Consent and Waiver Form for Landmass Wines – [Page 24](#)
 - c. Approve Fire Department Rescue Equipment, not to exceed \$3,500 – [Page 29](#)
- 5) Executive Director Report
- 6) Commissioner Comments
- 7) Adjournment

IMPORTANT DATES

Tuesday, March 5 and March 19

Commission Meeting – Business Items

Saturday, March 9

Annual Planning Session #2

Tuesday, March 12

Budget Meeting – Orientation

Thursday, March 12 and 14

Local Budget Law Training

Friday, March 15

Begin SEI Filing

Saturday, March 16

MorganCPS Training on City Planning



PUBLIC MEETING: Port Commission Meeting

DATE: Tuesday **January 16, 2024, 6 PM**

LOCATION: <https://us02web.zoom.us/j/85806615790>

MINUTES

- 1) Commission meeting called to order 6:00 PM
 - a. Pledge of Allegiance
 - b. Roll Call
 - a. President Lorang
 - b. Vice-President Klute
 - c. Commissioner Nance (admitted into Zoom meeting room at 6:01 PM)
 - d. Commissioner Peterson
 - e. Commissioner Thweatt
 - f. Members of the Staff and Other Support – Executive Director Jeremiah Blue; Deputy Executive Director Genevieve Scholl; Secretary Keriane Stocker; Attorney Tommy Brooks
 - g. Members of the Public – Liz A.; Nikki Adler; Jim Andrews, JettyLight; City of Cascade Locks Council; iPhone (Tom Cramblett); Lara Figueroa; Flora Gibson, Columbia Gorge News; Eric Keller; John Logan; Chris Matlock; Anne Medenbach; Gary Munkhoff; Caden Pond, JettyLight; Philip Watness, Pioneer News; Kenia’s iPhone
 - c. Modifications, Additions and Changes to the Agenda
 - a. GM Blue noted that he needed to make an addition and a change to the agenda. He requested to move Item 8) Executive Session and have it replace Public Comments as Item 2). He also requested to add an Executive Session for Discussion of Exempt Public Records.
- 2) Executive Session under ORS 192.660 (2)(h) Legal Counsel regarding Litigation or likely Litigation to be Filed and ORS 192.660 (2)(f) Discussion of Exempt Public Records
 - a. Recess from Regular Session, into Executive Session at 6:03 pm
 - b. Recess out of Executive Session, into Regular Session at 6:28 pm
 - c. No action was taken as a result of Executive Session
- 3) Public Comment (Speakers may be limited to three (3) minutes)
- 4) Presentations
 - a. Flex 6 Update – Anne Medenbach, Copper West Real Estate
 - i. Medenbach reported that she continued to have regional and local interest, however once the party sees where it is located, interest dwindled. C Nance confirmed that it is not the size of the space but the location that is the issue. Medenbach affirmed.
 - b. Sternwheeler Update – Jim Andrews, JettyLight
 - i. Andrews first gave a brief background of himself before giving an account of what happened when the Columbia Gorge Sternwheeler (“CGSW”) broke free from its mooring on Saturday, January 13th. He explained that the weather was most certainly the primary cause of the mishap. The (weather) models were contradicting and hard to pin down. Ultimately, although there were no issuances of gale force winds, the weather exceeded expectations and bordered on extreme conditions.

Andrews recounted that at 7:30 the morning of January 13th, Todd Mohr reported that the CGSW was moored at the CGSW mooring and there was no indication of the mooring failing. At 8:16 Margie Curtis, a local resident, looked out her window overlooking the marina and reported that the CGSW was moving broadside, downwind and apparently right down the middle of the locks. Curtis called the Sheriff's Office, who, in turn, then notified the Cascade Locks Fire Chief and Captain Tom Cramblett. The Sheriff's Office also got in touch with Jeremiah (Blue, Executive Director) at 8:30 in the morning. Nikki Adler, (CGSW Chief Engineer) Steven Hammrich's wife and also a member of the crew, called George Torres (CGSW deckhand) who lives locally and asked him to get down to the boat and try to assist.

At the time Cramblett and Torres arrived, shortly after 8:30 AM, the CGSW was in the locks, the paddlewheel was under the pedestrian bridge. He reported that two (2) Native American fishing platforms were damaged and expressed his sympathy over the damage and the impact it has caused on their livelihood but is appreciative in the sense that the platform helped the CGSW's orientation in lessening the damage of the vessel. ED Blue noticed that the pedestrian bridge was being dislodged and indicated that the CGSW should be driven away from the bridge. After a quick safety scan, the CGSW away from the pedestrian bridge. If the vessel had stayed, the CGSW would have continued to slide the pedestrian bridge westward, which then the mainland- or Port-side of the bridge would no longer be supported at which point the entire bridge would have fallen on to the paddlewheel and been destroyed. From there, Captain Tom and Torres made two (2) attempts to dock at the CGSW docks before Captain Tom determined that a safe mooring could not be performed.

The CGSW was then navigated downriver towards Bonneville Locks and refuged at Bradford Island. The Army Corps proposed instead to lock the vessel in the downriver mooring. Hammrich was able to come aboard while the CGSW was in the Locks at approximately 10:30, and the three (3) performed a more thorough safety inspection of the bilge and tanks. Hammrich noted an oil leak on the port engine oil pump during the transit to the alternate mooring. Ultimately, the Coast Guard issued operating restrictions requiring an immediate drydocking for underwater hull inspection.

Andrews stressed that had the CGSW ended up in a broadside position in the locks, there would have been no way to get it out without a tug, and likely not until the wind and current died down. He was fairly certain that had it ended up in that orientation, the CGSW would have suffered very extensive damages.

Andrews also explained the mooring arrangement of the CGSW at the time of the incident, pointing out that in addition to the usual standard mooring lines, they added two (2) more security lines. Lastly, he noted that the crew related that, back on January 4th, 2023, when the CGSW was being turned back over from the previous operator, the vessel was moored in about 70 knots of gust with a standard mooring and withheld those conditions without issue.

C Nance and C Thweatt asked a series of questions about the mooring lines. C Nance also inquired about the pedestrian bridge. ED Blue replied that Maintenance has put a fence up. David McCurry (Senior Program Director of Transportation, Parsons), who viewed the photos on Monday, January 15th, said it looked good but cannot tell whether the rebar had broken. He will need to do more assessment on the bridge.

ED Blue informed the Commission that the Port will be doing an investigation on their side. DED Scholl gave more insight to the steps that the Port is going to take. She recommended the need to establish a Root Cause Analysis team made up of 4-5 individuals, including those that were present at the incident and those that were not. ED Blue that, typically, there should be a (committee) charge put together but as time is of the essence, it can be done later. C Nance and C Peterson volunteer to be on the Root Cause Analysis team.

VP KLUTE MOTIONED TO APPOINT C NANCE AND C PETERSON TO THE INVESTIGATION OF THE STERNWHEELER INCIDENT; C THWEATT SECONDED; Passed Unanimously

- 5) Consent Agenda (***)Consent Agenda may be approved in its entirety in a single motion. Items are considered routine. Any Commissioner may take a motion to remove any items from the Consent Agenda for individual discussion) Executive Director Report

VP KLUTE MOTIONED TO APPROVE THE FULL CONSENT AGENDA AS IS; C PETERSON SECONDED; Passed Unanimously

6) Business Action Items

- a. Approve training session with MorganCPS Group for \$3,000 plus travel expenses, not to exceed \$3,500
 - i. ED Blue reported that in a previous meeting, President Lorang recommended that the Commission receive training on community development and city planning. The Port has reached out to John Morgan of the MorganCPS Group for that training. ED Blue noted that the training would be available to anybody that was interested, including the City Planning Commission, City Council, and community members. P Lorang added that he has known Morgan for over twenty years and that Mark Knudson, Senior Consultant of SDAO has also taken Morgan's training and recommends it.

VP KLUTE MADE A MOTION TO APPROVE THE TRAINING SESSION WITH MORGANCPG GROUP FOR \$3,000 PLUS TRAVEL EXPENSES, NOT TO EXCEED \$3,500; C NANCE SECONDED; Passed Unanimously

7) Executive Director Report

- a. ED Blue reported that the Maintenance did an amazing job preparing for the weather. There were no issues with Flex 6 during the storm. He will be meeting with (David) McCurry to reassess the 15-year bridge maintenance plan. ED Blue also has a meeting coming up, in preparation for the Sternwheeler repower. He extended a welcome to DED Scholl who immediately took on many projects, including grant management work and another welcome to Sheyenne Heuker in the Tollbooth. He lastly gave a brief update on Ixtapa. There has been progress on the electrical update, however they most likely will not open until March.
- b. DED Scholl gave a brief update on the current grants. The Port filed the quarterly report for the Coronavirus State Fiscal Recovery Fund (CSFRF/ARPA) on time, however there is \$650,000 remaining that needs to be used by the end of June. Unfortunately, they

just missed the December 1st deadline to request for a six-month extension. DED Scholl commented that Mahr has picked up a lot of the loose ends regarding the State grants. P Lorang commended DED Scholl on the PR for the Sternwheeler incident.

8) Commissioner Comments

- a.** C Thweatt extended her gratitude to Captain Tom, George (Torres), Steven (Hamrlich) and ED Blue for quickly handling the situation with the Sternwheeler. She commended DED Scholl on communication. She also acknowledged the aid of Hood River County Sheriff's Office ("HRSCO"), John (Logan, Cascade Locks Fire Chief), the Coast Guard and Jim (Andrews, JettyLight). And lastly, Thunder Island Brewing for helping set up a warming shelter during the seventeen-hour power outage.
- b.** VP Klute seconded C Thweatt's feelings.
- c.** C Nance echoed C Thweatt's and VP Klute's sentiments. He also inquired about Flex 6.
- d.** C Peterson commented that he was currently at Thunder Island brewing in case there was another power outage. He also expressed his gratitude, including Todd (Mohr, Port Maintenance & Construction Manager) and Alfonso Barron for plowing so that they could get supplies for the warming shelter. He suggested that the City or the Port look into installing generator power inlets in buildings that can serve as warming shelters.
- e.** P Lorang mentioned that he has had a brief discussion with ED Blue about obtaining auxiliary power to use the Pavilion as a warming shelter.
- f.** ED Blue extended additional thanks to the Columbia River Inter-Tribal Fish Commission ("CRITFC"), the Bonneville Dam Rangers, Bonneville Dam lock operators, US Coast Guard – Columbia River Sector, the Army Corps of Engineers – Portland District, and Dennis Snyder.

9) Adjournment 8:05 pm

VP KLUTE MADE A MOTION TO ADJOURN; C PETERSON SECONDED; Passed Unanimously

Port of Cascade Locks

Port Commission President
Brad Lorang

Port Commission Secretary
Albert Nance

Date Signed

Date Signed

Port of Cascade Locks

Bill List

From 1/8/2024

To 2/08/2024

Alfonso Barron	Expense Report	40.00
Amazon Capital Services	Supplies	299.68
Bio-Med Testing	Drug Testing	45.00
Blue Mountain Networks	Phone Services	550.61
Brian DeWalt	Toll refund	10.00
Century Link	Phone Services	32.05
Cingular	Phone Services	825.32
City - Cascade Locks	Services for January	11,630.18
City - Cascade Locks	Ixtzpz Planning	1,756.69
Coburn Electric	Demo lights & new lights in Museum	3,052.21
Columbia Ace Hardware	Maint Supplies	727.19
Donald Mann	Expenses of Legal	173.13
Durham & Bates Insurance	Bridge Insurance	78,339.31
Elyzabeth Nagode	Elyzabeth Nagode	490.00
FNBO 1	Phones, QB, SBP Meetings, Meals	2,546.61
FNBO 2	QB, Zoom, Meetings	227.69
FNBO 3	SDAO Annual, Adobe, Meetings	411.09
FNBO 4	Flybook, Exact, Meetings, Grant Watch	774.16
Genevieve Scholl	Expense Report	100.00
Heights Glass	Maint Supplies	800.33
Home Depot	Maint Supplies	528.02
Hood River County	Permit for VC	36.00
Hood River Garbage Service	Services for Two Months	1,430.72
Jeanetta Blue	Expense Report	488.03
Joanne Willace	Expense Report	82.12
John Blackwell	Expense Report	40.00
JOHN COLTON	Refund	5.00
Keriane Stocker	Expense Report	40.00
KolorKraze	Event Reserves Signs	125.00
Les Schwab Tire Center	Maint Supplies	134.99
Mahr Strategies	Lobbing Service	6,000.00
Melissa Warren	Expense Report	253.46
Merina+Co	Consulting	12,087.50
MCEDD	Working Group	300.00
Moda Health	Dental Insurance	513.97
Moss Adams	2023 Strategic Planning	6,117.70
Mt Adams Chamber of Commerce	Gorgeous Nights 2024 -- OneGorge	2,500.00
NAPA Gorge Auto Parts	Maint Supplies	551.30
ONSITE Supply House	Maint Supplies	423.79
Optimist Printers	Envelopes	399.00

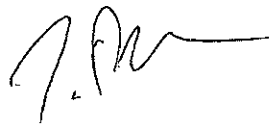
Port of Cascade Locks

Bill List

From 1/8/2024

To 2/08/2024

Oregon Department of Revenue	Payroll Taxes	8,815.13
ODOT	Fuel	452.58
Oregon Ethics Commission	Annual Fee	945.68
Pacer Propane	Fuel	542.95
Pacific Northwest Waterway	PNWA Annual Convention	5,463.00
Parker Nelson	Expense Report	136.18
PERS	PERS for Three Payrolls	18,565.94
Pioneer Plumbing	Cold whether repairs	255.00
Poster Compliance Center	Employment Posters	139.90
RADCOMP Technologies	IT Services	4,214.79
Ricoh USA	Copier Lease	284.81
Signaling System Solutions	Alarm Monitoring	1,692.50
Special Dist Ass'n of Oregon	Dues, General Liability, Employee Ins.	135,751.41
Staples Business Advantage	Office Supplies	384.28
The Port of Hood River	BreezeBy	6,907.42
Todd Mohr	Expense Report	100.00
United States Treasury	Payroll Taxes	16,918.32
Western Display Fireworks	Fireworks Show 2024	3,750.00
XTC Truck & Toy	Boss skids shoes for the plow	319.96
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	TOTAL	\$ 196,824.72
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PORT COMMISSION REPORT

TO: PORT COMMISSION

FROM: JEREMIAH BLUE, EXECUTIVE DIRECTOR

SUBJECT: APPROVE 2024–2025 BUDGET SCHEDULE AND APPOINT MATT APKEN AS THE BUDGET OFFICER

DATE: FEBRUARY 20, 2024

Introduction:

The Port is gearing up for its 2024–2025 Budget Season. Attached is the proposed schedule for the Commission to approve.

The Port has recommended Accounting Consultant Matt Apken as the upcoming year’s Budget Officer. The budget officer is responsible for preparing or supervising the preparation of the proposed budget for presentation to the budget. They will gather necessary information and prepares the first draft of the budget.

Recommendation: Approve the 2024–20245 Budget Schedule and appoint Matt Apken as the Budget Officer

PORT OF CASCADE LOCKS 2024-2025 BUDGET SCHEDULE

February 20, 2024	Port Commissioners adopt 2024-2025 Budget schedule. Port Commissioners appoint the Budget Officer.
March 5, 2024	Port Commissioners have appointed new Budget Committee members for this year.
March 12, 2024,	Budget Officer provides Budget orientation/training to new Budget Committee. Budget Officer confirms Budget Committee's meeting schedule to be published and distributed to the public.
March 12, 2024	Budget Officer publishes "Notice of budget committee meeting(s)" in Hood River news (no more than 30 days before or less than 5) and posts the schedule of Budget Committee meetings on the Port's website. (Send to paper 3/23/2024).
April 5, 2024	The Budget Officer files a copy of the Budget documents in the Administration office and makes Budget documents available for public inspection.
April 9, 2024 - 6 pm	Budget Committee meeting - Public comment heard. Budget Committee approves Fiscal year 2024-2025 budget (Meeting 1).
April 23, 2024 - 6 pm	Budget Committee meeting - Public comment heard. Budget Committee approves Fiscal year 2024-2025 budget (Optional Meeting 2).
May 1, 2024	Budget Officer publishes " <i>Notice of Budget Hearing and Financial Summary</i> " (LB1). Send to paper 4/26/2024 .
June 18, 2024 – 6 pm	Port Commission Public hearing on proposed budget, enacts resolutions to adopt fiscal year Budget for 2024-2025, make appropriations, and imposes and categorizes taxes and approves supplemental Budget.
June 30, 2024	The Budget Officer submits tax certification and Budget documents to the county assessor by July 15 th .

PORT COMMISSION REPORT

TO: PORT COMMISSION

FROM: GENEVIEVE SCHOLL, DEPUTY DIRECTOR

SUBJECT: APPROVE LGGP GRANT AGREEMENT FOR BOG TRAILHEAD RESTROOMS PROJECT

DATE: FEBRUARY 20, 2024

Introduction:

The Port has received notification of approval of the grant application to the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program to fund the purchase and installation of a prefabricated restroom and shower facility for the Bridge of the Gods Trailhead located at the end of Moody Avenue. The grant award is \$158,228 and requires a local match amount of \$39,558, for a total project cost of \$197,786. The match amount may be funded by a successful additional grant but is currently a commitment by the Port from the General Fund. Staff is preparing a \$20,000 grant application to the Mt. Hood Gorge Strategic Investment Fund that, if successful, could provide some of these matching funds.

The grant agreement requires the Port to dedicate and use the land area delineated in the attached Project Boundary map for the purpose of the grant (recreational use with provision of restroom facility) for a period of no less than 25 years.

Staff secured an updated cost quote for the restroom unit in early February, which reflected a \$14,510.08 cost increase since the first quote, received in January of 2023. Staff removed previously selected options for automatic flush and faucets to decrease costs and avoid winter freezing concerns. The total cost of the unit and delivery is \$149,108.08.

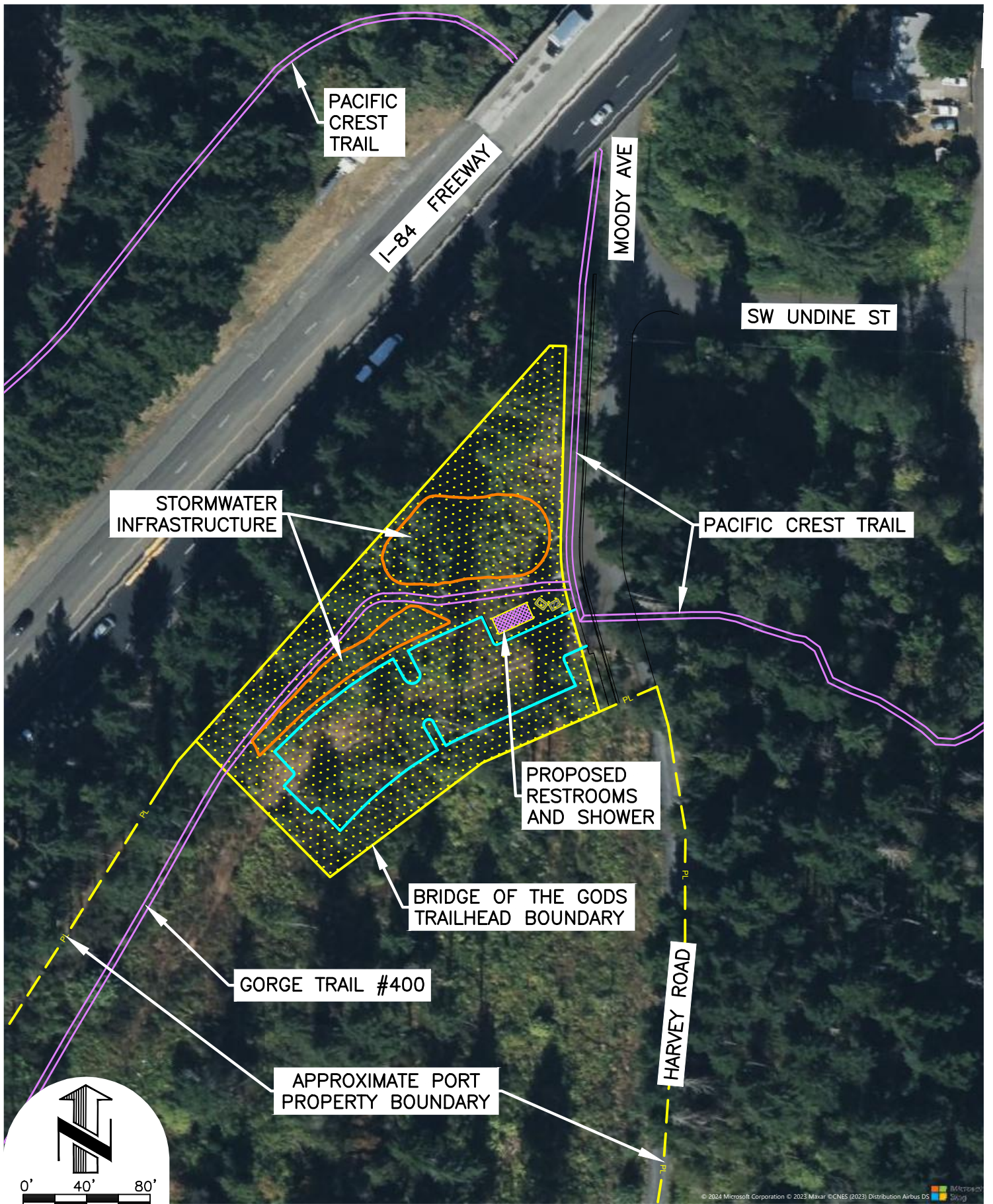
Another material change with the Oregon state purchasing contract with the vendor that occurred during 2023 was the removal of the provision for utility hookups at the time of installation. That work will now be completed by either Port staff or a contractor. Staff will determine whether this work can be done in-house or seek three competing quotes in the coming weeks. The prefab unit will

take 150-180 for delivery after the date of order. Staff requests Commission approval to move forward with the order upon receipt of the Notice to Proceed from OPRD.

A requirement of the Oregon Dept. of Fish and Wildlife (ODFW) approval of the project is the installation of bear-proof garbage cans at the site. ODFW has secured a \$500 sponsorship from the Oregon Humane Society to help offset the cost of the bear-proof cans and has provided a little of approved vendors.

Recommendations:

1. Approve Grant Agreement with Oregon Parks and Recreation Department Local Government Grant Program in the Amount of \$158,228.
2. Authorize purchase of Rainier Model Prefabricated Restroom and Shower unit from CXTinc upon receipt of Notice to Proceed from Oregon Parks and Recreation Department in the Amount of \$149,108.08.



TENNESON ENGINEERING | AN AKS COMPANY
 3775 CRATES WAY
 THE DALLES, OR 97058
 541.296.9177 WWW.AKS-ENG.COM



EXHIBIT MAP
 FOR
 BRIDGE OF THE GODS
 TRAILHEAD PARKING

DATE: 2024.02.09	
DRWN:	CHKD:
AKS JOB:	EXHIBIT
154412	A

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT (“Agreement”) is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as “OPRD” or the “State” and the **Port of Cascade Locks**, hereinafter referred to as the “Grantee”.

OPRD Grant Number: LG23-010
Project Title: Bridge of the Gods Trailhead Restrooms
Project Type (purpose): Development
Project Description: The Project will construct a parking area and restrooms at the Bridge of the Gods Trailhead on Port owned property in the City of Cascade Locks, Oregon. The Project is further described in Attachment A - Project Description and Budget.

Grant Funds /
Maximum Reimbursement: \$158,228 (80.00%)
Grantee Match Participation: \$ 39,558 (20.00%)
Total Project Cost: \$197,786

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD’s online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$197,786**, and the Grantee’s Match participation rate of **20.00%**, **the reimbursement rate will be 80.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **80.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD’s online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A; Attachment C.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
 Genevieve Scholl
 Port of Cascade Locks
 PO Box 307
 Cascade Locks, OR 97014
 541-308-5306
 gscholl@portofcascadelocks.org

Grantee Billing Contact
 Melissa Warren
 Port of Cascade Locks
 PO Box 307
 Cascade Locks, OR 97014
 541-374-2403
 mwarren@portofcascadelocks.com

OPRD Contact
 Mark Cowan, Coordinator
 Oregon Parks & Rec. Dept.
 725 Summer ST NE STE C
 Salem, OR 97301
 503-951-1317
 mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Daniel Killam, Deputy Director of Administration

Printed Name

Date

Title

Approval Recommended:

Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: _____
Michele Scalise, Grants Section Manager

By: Jeffrey B. Grant, AAG
ODOJ Signature or Authorization

Date

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

by email on September 25, 2023
Date

Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: LG23-010
Project Title: Bridge of the Gods Trailhead Restrooms
Grantee Agency: Port of Cascade Locks

Project Description:

The Project will construct a parking area and restrooms at the Bridge of the Gods Trailhead on Port owned property in the City of Cascade Locks, Oregon.

Project Budget

Precast restroom building	\$ 162,286
Utility connections for new restroom	\$ 16,000
Additional site work including concrete walkways	\$ 19,500
Total Project Costs	\$ 197,786

Match Funding

Port of Cascade Locks (Port funds)	\$ 39,558
Total Match from Grantee	\$ 39,558

Summary

Total Project Cost	\$ 197,786
Total Match from Grantee	\$ 39,558
Grant Funds Requested	\$ 158,228

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ATTACHMENT C

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:
 - Project Manager
 - Agency Official
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

From: [CLEARANCE ORSHPO * OPRD](#)
To: [COWAN Mark * OPRD](#)
Subject: RE: LG23-010 Bridge of the Gods Trailhead - Port of Cascade Locks
Date: Thursday, September 14, 2023 4:42:43 PM
Attachments: [image001.jpg](#)

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW

THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 23-1110. Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 09/15/23. Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>.

Do not respond to this email.

From: COWAN Mark * OPRD <Mark.COWAN@oprd.oregon.gov>
Sent: Thursday, August 17, 2023 9:51 AM
To: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@oprd.oregon.gov>
Subject: LG23-010 Bridge of the Gods Trailhead - Port of Cascade Locks

SHPO review is requested for the following Local Government Grant Program project:

LG23-010 Bridge of the Gods Trailhead - Port of Cascade Locks

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oprdrants.org
503-951-1317
<https://www.oregon.gov/oprdrants>

PORT COMMISSION REPORT

TO: PORT COMMISSION

FROM: JEREMIAH BLUE, EXECUTIVE DIRECTOR

**SUBJECT: APPROVE LANDLORD CONSENT AND WAIVER FORM FOR
LANDMASS WINES**

DATE: FEBRUARY 20, 2024

Introduction:

Our Port tenant, Landmass Wines are currently in the process of applying for a line of credit through Silicon Valley Bank (“SVB”), a division of First-Citizens Bank. As a part of their application requirements, SVB has requested a “Landlord Lien Waiver and Consent to Removal of Personal Property” form from us.

The purpose of this form is to serve as a guarantee that, in the event of the tenant defaulting on the line of credit, we, as the Port, would grant SVB access to Landmass Wines’ warehoused goods and equipment. This consent form ensures that SVB can exercise its rights as a creditor if necessary.

An important point to note is that, in the current, existing lease agreement between Landmass Wines and the Port, the Port has taken a security interest in the tenant’s personal property. Essentially, this means that the Port has a claim on their assets as collateral.

Given the new arrangement with SVB, it is important to note that SVB will also be taking a security interest in the same goods as the Port. Under the terms of the new agreement, SVB will have a superior lien on these assets. In practical terms, this means that if Landmass Wines defaults, SVB’s claim takes precedence over the Port’s.

While the Port is generally willing to subordinate its security interest to other lenders, this process requires approval from the Port Commission. We understand that time is of the essence, and we have a history of accommodating similar requests for previous tenants.

Additionally, it is worth noting that Landmass Wines has an excellent record:

- **Timely Lease Payments:** They consistently make lease payments on time, ensuring a stable financial relationship.
- **Business Updates:** Their proactive communication keeps us informed about their business operations and any relevant developments.
- **Lease Compliance:** They diligently adhere to the terms of the lease, maintaining a positive tenant-landlord relationship.
- **Good Tenancy:** Their overall conduct reflects professionalism and responsibility.

Furthermore, legal counsel has thoroughly reviewed the Landlord Lien Waiver Form contract and does not take issue with any of the language. Their approval provides assurance that the form aligns with our interests and legal obligations.

Recommendation:

Motion to approve Landlord Lien Waiver and Consent to Removal of Personal Property for Landmass Wines.

Commission Options:

1. Approve Landlord Lien Waiver and Consent to Removal of Personal Property for Landmass Wines.
2. Do not approve Landlord Lien Waiver and Consent to Removal of Personal Property for Landmass Wines.

LANDLORD LIEN WAIVER AND CONSENT TO REMOVAL OF PERSONAL PROPERTY

(a) The undersigned ("Landlord") owns all or a portion of the real property located at 160 Herman Creek Ln Ste 101, Cascade Locks, OR 97014 (the "Real Property").

(b) Landmass Wines LLC ("Borrower"), whose address is 160 Herman Creek Ln Ste 101, Cascade Locks, OR 97014, has entered into or will enter into a Loan and Security Agreement with Silicon Valley Bank, a division of First-Citizens Bank & Trust Company ("Bank") (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). As a condition to entering into the Loan Agreement, Bank requires that Landlord consent to the removal by Bank of the personal property serving as collateral for Borrower's obligations to Bank under the Loan Agreement (hereinafter called "Collateral") from the Real Property. For purposes of this Agreement, the term "Collateral" shall exclude any of Borrower's personal property which is attached to the Real Property in such a manner that it constitutes a "fixture" as defined in the Uniform Commercial Code.

NOW, THEREFORE, Landlord consents to the placing of the Collateral on the Real Property, and agrees with Bank as follows:

1. Landlord subordinates to Bank's security interest in the Collateral any and all of Landlord's claims, demands and liens of every kind and nature against the Collateral under applicable law or by virtue of the lease for the Real Property now in effect (the "Lease"), to levy or distraint upon for rent, in arrears, in advance or both, or to claim or assert title to the Collateral that is located on the Real Property and Landlord shall not assert such claims or demands until all of Borrower's obligations to Bank under the Loan Agreement have been paid in full.

2. The Collateral shall be considered to be personal property and shall not be considered part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property. Landlord shall provide prompt written notice to Bank of any early termination or expiration of the Lease or any abandonment of the Real Property by Borrower.

3. So long as Borrower remains in possession of the Real Property, Landlord will not dispose of any of the Collateral nor assert any right or interest therein. If any Collateral remains on the Real Property after Borrower has vacated the Real Property (whether upon early termination or expiration of the Lease or abandonment of the Real Property or otherwise), Landlord (i) will not dispose of any of the Collateral nor assert any right or interest therein unless Bank has had a reasonable period of time (in any case, not less than 30 days after Bank has knowledge that Borrower has vacated the Real Property) to exercise Bank's rights in and to the Collateral, and (ii) will permit Bank, or its agents or representatives, upon two business days' prior written notice by Bank to Landlord, to enter upon the Real Property during normal business hours during such 30 day period for the purpose of exercising any right Bank may have under the terms of the Loan Agreement, at law, or in equity, including, without limitation, the right to remove the Collateral to inspect or remove the Collateral, or any part thereof, from the Real Property (but for no other purpose).

If any order or injunction is issued or stay granted which prohibits Bank from exercising any of its rights hereunder, then, at Bank's option, the period set forth in this Section 3 shall be stayed during the period of such prohibition and shall continue thereafter for the greater of (x) the number of days remaining for Bank to perform under this Section 3 or (y) 30 days.

In the event that Bank, or its agents or representatives, enter upon the Real Property to exercise Bank's rights with respect to the Collateral, Bank shall pay a pro-rated per diem fee at a rate equal to the base rental rate payable by Borrower under the Lease prior to the expiration or early termination of thereof (or Borrower's abandonment of the Real Property) for the number of days that Bank, or such agents or representatives, occupy the Real Property; provided that, notwithstanding anything to the contrary, in no event shall Bank or its agents, representatives or affiliates be liable for any rent or other fees or amounts that may be owing by Borrower to Landlord. Landlord and Borrower acknowledge that Bank's entrance upon, occupation and use of the Real Property as contemplated herein shall neither render Bank a tenant

of landlord or sub-tenant of Borrower nor give rise to any obligations under the Lease or otherwise other than as set forth herein.

4. Bank and Borrower agree, jointly and severally, promptly to repair any damage to the Real Property caused by Bank's or its agent's or representative's removal of the Collateral or, if Landlord, in its sole discretion, shall elect to make such repairs, to pay to Landlord promptly the reasonable and documented costs and expenses incurred in connection therewith. Bank hereby indemnifies Landlord for any claim, liability or expense (including reasonable and documented attorneys' fees) arising out of or in connection with Bank's or its agent's or representative's entry upon the Real Property and removal of the Collateral. Notwithstanding the foregoing, Bank shall not (a) be liable for any diminution in value of the Real Property caused by the absence of any Collateral so removed, and (b) have any duty or obligation to remove or dispose of any Collateral or any other property left on the Real Property by Borrower.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

6. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the _____ day of _____, 2024.

PORT OF CASCADE LOCKS, OREGON

FIRST-CITIZENS BANK & TRUST COMPANY

By: _____
Title: _____

By: Reece Szymanowski
Title: Vice President

Acknowledged and agreed:

LANDMASS WINES LLC

By: _____
Title: Manager

PORT COMMISSION REPORT

TO: PORT COMMISSION

FROM: JEREMIAH BLUE, EXECUTIVE DIRECTOR

SUBJECT: APPROVE FIRE DEPARTMENT RESCUE EQUIPMENT, NOT TO EXCEED \$3,500

DATE: FEBRUARY 20, 2024

Introduction:

As a result of last year's drowning in the locks, the previous Commission approved \$6,000 to be put towards a Waverunner for the Fire Department. Regrettably, even if matched by the City, this amount is insufficient to purchase a jet ski-type watercraft.

The Commission has allowed the funds to be used for river rescue. The Fire Department is seeking for the Port assist in funding rescue equipment that they can use during emergencies in the river.

Recommendation:

Motion to approve Fire Department Rescue Equipment, not to exceed \$3,500

Commission Options:

1. Approve Fire Department Rescue Equipment, not to exceed \$3,500.
2. Do not approve Fire Department Rescue Equipment, not to exceed \$3,500.
3. Other.

Your Shopping Cart (20)



NRS Rapid Responder PFD

MSRP: \$239.95
Size: Universal, Color: Red
Item #: 40107.01.100
✔ In Stock & Ready to Ship!

Remove

10
[Update](#)

\$2,399.50



NRS Co-Pilot Knife

MSRP: \$44.95
Color: Red
Item #: 47303.03.102
! Backorder

Remove

10
[Update](#)

\$449.50

Order Summary	
Subtotal:	\$2,849.00
Tax:	(determined in later step)
<i>Estimated Shipping & Surcharge:*</i>	FREE
Total:	\$2,849.00
*Final shipping varies based on shipping method selected in later step.	
Starting at \$99/mo with affirm! Check your purchasing power	

All

Office supplies store ▶

All Business Savings Event Black-Owned Businesses

EN

Hello, John
Account for City of Cascade...

Try
Business Prime

10



Don't forget to checkout with Pay by Invoice - with no interest or fees.

Shopping Cart

Price

Your order qualifies for FREE Shipping.
Choose this option at checkout. [See details](#)

NRS Rapid Responder Lifejacket (PFD)-SafetyYellow-Universal was removed from Shopping Cart.

Subtotal (10 items): **\$184.90**

This order contains a gift

[Proceed to checkout](#)



LuxoGear Emergency Whistles with Lanyard Safety Whistle Survival

\$7.99

Business Price

#1 Best Seller in Camping Signal Whistles

In Stock

FREE delivery Mon, Feb 12 available at checkout

FREE Returns

This is a gift [Learn more](#)

Color: Orange

Qty: 5

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



Obscurco Throw Bags for Water Rescue with 70ft Reflective Throw

\$28.99

Business Savings:

\$1.00 (3%)

Business Price

Only 19 left in stock - order soon.

FREE delivery Mon, Feb 12 available at checkout

FREE Returns

This is a gift [Learn more](#)

Style: 70ft

Qty: 5

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)

Subtotal (10 items): **\$184.90**

Your Items

[Saved for later \(8 items\)](#)

[Buy it again](#)

Life jackets & vests (1)

Two-way radio batteries (2)

Dry erase boards (1)

Outdoor flags & banners (1)

Lab dispensers (1)

Drawing chalk (1)