



PUBLIC MEETING: Port Commission Meeting

DATE: Thursday **April 20, 2023, 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
  - d.** Declarations of Potential Conflicts of Interest
- 2)** Public Comment (Speakers may be limited to three (3) minutes)
- 3)** Presentations
  - a.** Legislative Update – Mark Johnson
  - b.** Naming Memorial for Port Beach
- 4)** 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 April 6, 2023
  - b.** Ratification of bills in the amount of \$297,835.54
  - c.** Approval of payroll for 03/17/2023 in the amount of \$35,901.48
- 5)** Commissioner and Sub-Committee Reports
- 6)** Business Action Items
  - a.** Accept Lease for Dennis Snyder Jr Contractors
  - b.** Approve Lease for Pfriem
  - c.** Approve Economic Development Advisory Committee Charge
  - d.** Approve RICOH Printer Contract
  - e.** Accept Lease for Otter & Osprey
  - f.** Approve Lease for Son of Man
- 7)** General Manager Report
- 8)** Executive Session under ORS ORS 192.660(2)(e) Real Property Negotiations, ORS.192.660(2)(f) Discussion of exempt public records and ORS 192.660 (2)(h) Legal Counsel regarding Litigation or Likely Litigation to be Filed
- 9)** Adjournment

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## PORT COMMISSION REPORT

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**TO:** PORT COMMISSION

**FROM:** CAPTAIN TOM CRAMBLETT

**SUBJECT: NAMING MEMORIAL FOR PORT BEACH**

**DATE:** APRIL 20, 2023

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**Introduction:**

Captain Tom Cramblett would like to honor Mr. Charlie Rosenback who dedicated much of his time to the City and Port of Cascade Locks. Mr. Rosenback steered a ferry between the beach and Stevenson in the 1900s as well as worked for the Fire Department and Water Department. He was also the first Port Commissioner.

Port of Cascade Locks

Bill List

From 3-30-2023

To 4-13-2023

A-1	Pump Septic at BOG	1,100.00
Alfonso Barron	Expense Report	40.00
Brittany Berge	Expenses Report	100.00
Building Innovations	Lobbing and Expenses for DC	13,857.11
Cable Huston	Legal Fees	15,771.00
Century Link	Phone Service	88.12
CGRA	Refund Event paid two times	7,308.67
Chuck Mosher	Expense Report	100.00
Cingular	Phone Service	87.31
City - Cascade Locks	Utilities	11,928.11
City- City of Stevenson	Labor Hours for four months	10,497.20
CM & WO Sheppard	Maint Supplies	107.11
Columbia Gorge News	Bid Ad	511.50
Columbia Hardware	Maint Supplies	596.04
Durham & Bates Insurance	Boat Insurance for Voyage	3,200.00
Elyzabeth Nagode	Camp Host	250.00
First Bankcard 1	Nextiva, Flybook, Zoom, Exact, Supp[lies	1,147.43
First Bankcard 2	Exact, Neals	486.75
First Bankcard 3	DC Meals, Space Rental, Office Supplies	4,453.37
First Bankcard 4	Fuel, Oil, Signs, Gorge Summit	1,884.70
Gorge Networks	Phone & Broadband	788.32
Hood River Garbage	Services	2,087.45
Hood River Supply	Fuel	127.21
Jeanetta Blue	Expenses Report	100.00
Jeremiah Blue	Expense Report	939.88
Joanne Willace	Expense Report	40.00
John Blackwell	Expense Report	40.00
Keriane Stocker	Expenses Report	40.00
Les Schwab	New tires for F350	1,251.84
Melissa Warren	Expenses Report	430.02
Moda Health	Dental Insurance	697.81
NAPA Gorge Auto Parts	Maint Supplies	616.61
Oregon Department of Revenue	Payroll Taxes	2,975.73
Pacer Propane	Fuel	539.70
Parker Nelson	Expense Report	40.00
PERS	PERS	4,957.57
Poster Compliance Center	Employment Posters	143.90
RA Gray	Flex 5 Expansion Construction	175,856.89
Ricoh	Copier Lease	121.91
Sierra Springs	Water & Rental	83.88
Special Dist Ass'n of Oregon	Medical Insurance	8,553.87
Special Dist Ass'n of Oregon	SDAO Consulting Services Extension	2,625.10
Staples Business Advantage	Office Supplies	504.51
Tenneson Engineering	Engineering	12,529.30
Todd Mohr	Expense Report	100.00
United States Treasury	Payroll Taxes	8,129.62
	<b>TOTAL</b>	<b>\$ 297,833.54</b>

## QUARRY LICENSE AGREEMENT

This Quarry License Agreement is entered into on the 1st day of March, 2023 (“Effective Date”), by and between Port of Cascade Locks, an Oregon port district having an address at P.O. Box 307, Cascade Locks, Oregon 97014, hereinafter referred to as “The Port,” and Dennis V. Snyder Jr. Contractors, an Oregon Partnership, having an address at P.O. Box 531, Cascade Locks, Oregon 97014, hereinafter referred to as “Licensee.”

WHEREAS, The Port is the owner of property in Cascade Locks, Hood River County, State of Oregon as described and depicted on Exhibit A attached hereto and incorporated by reference (the "Quarry");

WHEREAS, the Quarry includes an area of approximately six acres previously developed as an open pit gravel mine;

WHEREAS, Licensee desires to conduct mining activities, and the Port is willing to allow such activities, on portions of the Quarry as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License. During the Term of this Agreement, the Port shall allow use of the Quarry by Licensee for the purpose of mining, crushing and selling rock from portions of the Quarry, including the area previously developed as an open pit gravel mine, in addition to excavating new portions of the Quarry covered by the permit granted by the Oregon Department of Geology and Mineral Industries (“DOGAMI Permit”), attached hereto as Exhibit B.
2. Permitted Use.
  - a. Licensee shall be entitled to use the Quarry for the purpose set forth in Section 1 above.
  - b. Licensee’s rights include the right to enter upon the Quarry to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies (collectively the “Tests”) of the Quarry, to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate at Licensee’s sole discretion for its permitted use of the Quarry and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, mining permits and construction permits (collectively referred to as “Governmental Approvals”), to determine the physical condition of the Quarry, the environmental history of the Quarry, and the feasibility or suitability of the Quarry for Licensee’s use, all at Licensee’s expense.
  - c. Licensee’s use described in Section 1 and in this Section 2 is hereinafter referred to as the (“Permitted Use”). Licensee shall have access to the Quarry 7 a.m. to 7 p.m. seven (7) days a week for the Permitted Use.

- d. Licensee shall conduct all activities in a manner that does not unreasonably interfere with the Port's use or access of the Quarry or any of the Port's adjoining parcels.
  - e. The Port shall retain ownership and control of the Quarry at all times.
  - f. Notwithstanding anything to the contrary in this Agreement, the Port shall be responsible for, and incur the cost of, submitting all necessary materials to DOGAMI for the purpose of ensuring the DOGAMI Permit remains current. Licensee shall cooperate with the Port and provide all information requested by the Port that the Port deems necessary to maintain the DOGAMI Permit.
  - g. Licensee agrees not to:
    - i. Place any signs, (other than signs required by the Mine Safety and Health Administration – MSHA, including operator contact information) flags, lights, advertising media or construct any buildings on the Quarry without the Port's written consent;
    - ii. Create, store, use, hold or dispose of hazardous materials of any kind, unless in strict compliance with environmental laws and regulations;
    - iii. Use the Quarry for any purpose other than the Permitted Use;
    - iv. Create a nuisance;
    - v. Permit any waste;
    - vi. Use the Quarry in any way that would increase insurance premiums or void insurance on the Quarry; or
3. Term. Except as otherwise provided in this Agreement or unless extended as provided in Section 4 of this Agreement, this Agreement shall terminate five (5) years following the Effective Date.
4. Option to Renew. This License Agreement may be renewed every five (5) years by written agreement of the Parties contingent upon annual approval of the DOGAMI operating permit in May of each year as required by the conditions set forth in the City of Cascade Locks "Conditional Use Permit" (CUP 04-01). The current DOGAMI permit expires May 31, 2023.
5. Termination. The Port may terminate this Agreement at any time by giving the Licensee ninety (90) days written notice, provided Licensee shall have a reasonable time thereafter to remove all personal property from the Quarry. Licensee may terminate this Agreement at any time by giving the Port ninety (90) days written notice, in which case Licensee shall remove all personal property from the Quarry upon the effective date of the termination. This Agreement shall automatically terminate if the DOGAMI Permit or any land use permit is revoked, suspended, not renewed or otherwise terminated. The indemnification obligations of each party contained in Section 9 of this Agreement shall survive termination of the Agreement.
6. Payment. Except where any rock or rock product is provided to the Port pursuant to Section 7, Licensee shall pay the Port \$1.10 per short ton (2000 lbs.) of rock crushed, sold, or removed from the site, which payment shall be made on the first day of the month in the month immediately following the month in which the gravel (or other rock product) is crushed, sold or removed. Licensee shall weigh all rock that is crushed, sold,

or removed and provide the Port with verification of the tonnage on which the payment is based. The established rate of \$1.10/short ton shall remain unchanged during the initial term of this agreement.

7. Access to Rock.

- a. Upon the Port's request, Licensee shall provide the Port access to all rock product, including crushed rock, at the Reduced Rate. The Port shall be entitled to quantities of rock product, at the Reduced Rate, which are reasonably necessary for the Port's public projects.
- b. The Reduced Rate shall be equal to the Licensee's production cost of such rock, as determined at the time of any such transaction by good faith negotiation between the parties, and the Licensee would not be accessed the additional \$1.10 per ton for any rock product provided to the Port.
- c. This Agreement does not create an obligation for Licensee to supply rock at the Reduced Rate to the Port's lessees, developers, or any other person or entity other than the Port.

8. Repairs and Maintenance. Licensee shall be responsible for all repairs and maintenance of the Quarry necessary to accommodate the Permitted Use.

9. Mutual Indemnification.

- a. Licensee agrees to defend, indemnify and hold harmless the Port from and against all claims, losses, costs, expenses, or damages from a third party, arising from:
  - i. The negligence or willful misconduct of Licensee, or its agents, employees, or contractors; or
  - ii. Any material breach by Licensee of any provision of this Agreement.
  - iii. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Licensee shall have no liability to the Port to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of the Port, or of the Port's agents, employees or contractors.
- b. To the extent permitted by law, the Port agrees to defend, indemnify and save harmless Licensee from and against all claims, losses, costs, expenses, or damages from a third party, arising from:
  - i. The negligence or willful misconduct of the Port or its agents, employees, or contractors; or
  - ii. Any material breach by the Port of any provision of this Agreement.
  - iii. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, The Port will have no liability to Licensee to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Licensee, or of Licensee's, agents, employees or contractors.

10. Insurance.

- a. Licensee shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000), naming the Port as an additional insured under such policy.
- b. Licensee shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of Two Million and No/100 Dollars (\$2,000,000); and all risk property insurance covering all personal property of Licensee for full replacement value.
- c. Licensee shall maintain any other insurance a reasonable person conducting mining activities would obtain for the Permitted Use.
- d. Upon request, Licensee shall provide the Port with evidence of such insurance in the form of a certificate of insurance. Licensee shall not cancel or reduce the insurance coverage limits below the levels required herein without The Port's prior written consent.

11. Default. Licensee shall be in default of this Agreement if Licensee fails to make a payment to the Port and such failure continues for ten (10) days after the due date. If the Port or Licensee fails to comply with any non-monetary provision of this Agreement, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. If the event of default is not cured within the prescribe time period, the defaulting party may terminate this Agreement and pursue any other legal remedy available.

12. Compliance with Laws.

- a. Licensee shall, at Licensee's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Quarry and Licensee's operations thereupon including, without limitation, the City of Cascade Locks Conditional Use Permit 04-01 (as revised May 12, 2005), the DOGAMI Permit and any other requirements of the Oregon Department of Geology and Mineral Industries.
- b. The Port shall comply with any reasonable request from Licensee to provide consent when such consent is required to obtain Governmental Approvals.

13. No Representations and Warranties. The Port hereby disclaims any representation or warranty that the Quarry is suitable for the Permitted Use or that the DOGAMI Permit may be maintained or renewed. Licensee bears all risk over the availability, quality, and marketability of material excavated on the Quarry.

14. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

LICENSEE: Dennis V. Snyder Jr. Contractors  
P.O. Box 531  
Cascade Locks, OR 97014

THE PORT: Port of Cascade Locks  
P.O. Box 307  
Cascade Locks, OR 97014  
Ph. 541-374-8619

15. Attorneys' Fees. In any action on this Agreement at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
17. Venue. Exclusive venue is in Hood River County, Oregon.
18. Entire Agreement; Waiver. This Agreement constitutes the entire agreement of the Parties, superseding all prior agreements, and may not be modified except in writing signed by the Party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Agreement shall be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
19. Modifications. This Agreement may not be modified, except in writing signed by both Parties.
20. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
21. Invalidity of Particular Provision. If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or



unenforceable, will not be affected and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

22. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Agreement.

23. Time Is of the Essence. Time shall be of the essence in the performance of this agreement.

## SIGNATURE

PORT OF CASCADE LOCKS

Jesse Groves, Commission President \_\_\_\_\_

Date: \_\_\_\_\_

DENNIS V. SNYDER JR. CONTRACTORS

President/CEO \_\_\_\_\_

Date: \_\_\_\_\_

## FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (“**First Amendment**”) is effective as of the date executed as indicated below and is between PORT OF CASCADE LOCKS (“**LANDLORD**”) and PFRIEM BREWING COMPANY, LLC (“**TENANT**”) (collectively “the Parties”).

### RECITALS

- A. Pursuant to a lease dated December 27, 2019 between LANDLORD and TENANT, as previously amended (“**Lease**”), LANDLORD leases to TENANT, and TENANT leases from LANDLORD, 23,640 Square Feet of the premises located at 1425 NE Columbia Gorge Way, Cascade Locks, Oregon, 97014 as further described in the Lease.
- B. Pursuant to the Third Amendment to Lease (“**Third Amendment**”) executed by the Parties on or about July 7, 2022, the Parties modified the initial terms of the Lease by adding the Expansion Premises of 7,800 Square Feet to Existing Premises.
- C. Pursuant to the Third Amendment, the Parties memorialized the methodology to be used for calculating Base Rent beginning on the Expansion Premises Commencement Date, which date coincided with Substantial Completion of the Expansion Improvements.
- D. Substantial Completion of the Expansion Improvements occurred on February 28, 2023 and the Parties desire to memorialize the new amount of Base Rent based on the methodology set forth in the Third Amendment.

### AGREEMENT

Now therefore, based on the foregoing recitals, which are incorporated herein by this reference, and in consideration of the mutual promises herein, LANDLORD and TENANT agree as follows:

1. Unless otherwise defined in this First Amendment, capitalized terms in this Fourth Amendment shall have the meaning set forth in the Lease, as amended.
2. Beginning March 1, 2023, Base Rent shall be \$43,696.12 per month, which amount shall be adjusted annually as set forth in the Third Amendment.
3. Except as expressly modified herein, the Lease remains in full force and effect without additional modification.

[signatures on following page]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANDLORD:**

**PORT OF CASCADE LOCKS, OREGON**

**TENANT:**

**PFRIEM BREWING COMPANY, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Port of Cascade Locks**  
**Committee Charge for the**  
**Economic Development Advisory Committee**

**Purpose**

The Economic Development Advisory Committee is intended to make recommendations to the Port Commission related to the following tasks:

Specific tasks:

1. Hear potential tenant presentations.
2. Identify impacts and next steps for potential tenants.
3. Make recommendations to the commission.
4. Monitor progress on current development projects.

**Membership**

The committee will consist of 5 members, including:

**Two Port Commissioners.** Port Commissioner positions will be appointed by the Commission. Current Port Commission representatives include:

- President Groves (appointed 7/1/2022)
- Vice President Lorang (appointed 7/1/2022)

**Three members of the community at large.** Community representatives should reflect a range of interests related to the Economic Development and the purpose of the Committee. Community representatives will be appointed by the Commission and residence within the Port District is not required. Current community representatives include:

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*Vacancies of the community representative positions will be filled by self-nomination from community members, in which case, the candidate shall submit a letter of interest for consideration by the Commission. Alternatively, Commission members may nominate community members known to have an interest and/or expertise related to the purpose of the Economic Development Advisory Committee.*

**Term:** Port Commission representatives will be appointed annually. Community representatives may serve a two-year term and are subject to reappointment at the discretion of the Commission. Community representatives may be subject to removal from the Committee at the discretion of the Port Commission.

**Chair:** The Committee Chair will be appointed by a majority vote of the Committee members. The term of the Chair is at the discretion of the Committee. Current Chair:

**Staff and other support:** General Manager, Operations Manager, expert or consulting services, as needed.

## **Committee Procedures**

**Meetings:** The Committee will meet as needed to discuss and develop recommendations consistent with its purpose. Meetings will be considered public meetings under ORS 192.630 unless otherwise convened as an executive session under ORS 192.660 (2). An agenda for each meeting of the Committee will be posted at least 24 hours prior to the meeting. The Committee Chair will work with the General Manager to develop the agenda. Agenda may include a public input section; however, meetings should be focused on Committee members' discussion of the topics and the Committee may choose to limit public input. Meetings will be facilitated by the Committee Chair.

**Voting:** Each member has one vote. A Committee member must be present, or in attendance by virtual means, to vote; proxy votes by Committee members will not be accepted. The Committee will make recommendations to the Commission by a majority vote of the Committee members. Three members of the Committee shall comprise a quorum of the Committee, and a quorum of the committee must be present to entertain a vote or to take any other action of the Committee.

This charge for the Economic Development Advisory Committee was approved by the Port Commission on: \_\_\_\_\_

Port of Cascade Locks

Commission President: \_\_\_\_\_

## Action Item

### **PORT COMMISSION REPORT**

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**DATE:** April 14th, 2023  
**TO:** Port Commission - Meeting of April 20<sup>th</sup>, 2023  
**FROM:** **Brittany Berge, Special Projects Coordinator**  
**SUBJECT:** **Approve Lease Contract for Ricoh Printer**

**SYNOPSIS:** The current printer in the Port office is in need of replacement. Although it has been a great machine, the wear and tear it's experienced is leading to issues with frequent printer jams and poor print quality on thicker paper (Port Reports). It is recommended to replace it with a newer machine with upgrades.

Attached is a proposal for the new leased machine at a cost of \$245.91 per month, which includes all consumables (staples, toner) and maintenance.

**This issue comes to the Port Commission for formal action at this time.**

**PORT COMMISSION OPTIONS:** There are two options for the Port Commission at this time.

- A. Approve the lease contract for the new Ricoh Multi Function Printer.**
- B. Take other action as may be desired by the Commission.**

**Recommended Motion.** A motion to approve the lease contract for a new Ricoh Multi Function Printer for \$245.91 per month.

April 10, 2023

**Proposal  
For  
Port of Cascade Locks**

	<b>60Mo. FMV Lease</b>	<b>60Mo. CPC</b>
<b>Current Ricoh MPC3302 Serial #W494L800227R1 Pick up and return</b>		
<b>Ricoh IMC3000 Color MFP</b>	\$245.91	.0065 B/W-.03CLR
Booklet Finisher Stapler		Includes all parts, labor supplies and staples
<b>Internal Folder</b>		
Paper Feed Unit (2Trays 550 Sheets ea.)		
PostScript3		
<b>RSI Essentials (OCR Scanning – Searchable and Editable)</b>		
Surge Protector		
<b>Hard Drive Erase//Return</b>		
Training		

Current Lease \$81.21 and B/W CPC .0088 (1985 average use per month) and Color CPC .0638 (3670 average usage per month).

**Based on current lease, average monthly usage and new costs your increase will be \$36.08 per month. I have taken the new lease rate, CPC rates based on usage to come up with these figures. The bold options in the proposal are items you do not have now.**

**NASPO OR STATE Lease Language**

This lease is placed against the NASPO VP Master Agreement #1040602. The terms and conditions of the participating addendum entered into by the State of Oregon, #9491 apply to this lease and supersedes all additional or conflicting terms and conditions expressed or implied.

**Ricoh Address**

PO Box 650073  
Dallas, TX 75256-0073

## Action Item

### **PORT COMMISSION REPORT**

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**DATE:** April 17th, 2023  
**TO:** Port Commission - Meeting of April 20<sup>th</sup>, 2023  
**FROM:** **Brittany Berge, Special Projects Coordinator**  
**SUBJECT:** **Approve Permit for Otter & Osprey Outdoor Gear**

**SYNOPSIS:** The Port has received a proposal from Otter & Osprey Outdoor Gear to be able to park their rental gear truck at the EasyCLIMB parking lot this year May through September (weather permitting). The days impacted would be Thursdays through Sundays, from 10am to 6pm. This will allow the rental business to advertise their gear in proximity to area of use, benefiting their customers as well as the growth of their brand.

The proposed amount of the permit is \$60 per month, plus daily parking fees paid through the Passport Parking app.

**This issue comes to the Port Commission for formal action at this time.**

**PORT COMMISSION OPTIONS:** There are two options for the Port Commission at this time.

- A. Approve the permit for Otter & Osprey Outdoor Gear.**
- B. Take other action as may be desired by the Commission.**

**Recommended Motion.** Approve the permit for Otter & Osprey Outdoor Gear to park at the EasyCLIMB parking lot for \$60 per month, plus daily parking fees.







## LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (“**Extension Amendment**”) is effective as of the date executed as indicated below and is between PORT OF CASCADE LOCKS (“**LANDLORD**”) and NATIVE CIDER, LLC (“**TENANT**”) (collectively “the Parties”).

### RECITALS

- A. Pursuant to a lease dated September 29, 2017 between LANDLORD and TENANT (“**Lease**”), LANDLORD leases to TENANT, and TENANT leases from LANDLORD, 5,000 Square Feet of the premises located at 172 NE Herman Creek Lane, Suites 172-174, Cascade Locks, Oregon, 97014 as further described in the Lease.
- B. The initial Term of the Lease ends on May 31, 2023.
- C. The Lease provides TENANT with an option to extend the Term of the Lease for a period of sixty (60) months (the “**Extension Term**”).
- D. TENANT has provided notice to LANDLORD that it desires to extend the Lease for the Extension Term, and LANDLORD desires to continue leasing the Premises to Tenant.

### AGREEMENT

Now therefore, based on the foregoing recitals, which are incorporated herein by this reference, and in consideration of the mutual promises herein, LANDLORD and TENANT agree as follows:

- 1. Unless otherwise defined in this Extension Agreement, capitalized terms in this Extension Agreement shall have the meaning set forth in the Lease.
- 2. The Term of the Lease shall include the Extension Term, which shall begin on June 1, 2023 and terminate on May 31, 2028.
- 3. Beginning on the first day of the Extension Term, the Base Rent shall be \$4,385.41 per month, which amount shall be adjusted on an annual basis as set forth in the Lease.
- 4. By executing this Extension Agreement, Tenant represents that it has complied with all terms of the Lease, and Tenant acknowledges that Landlord has complied with all terms of the Lease.
- 5. Except as expressly modified herein, the Lease remains in full force and effect without additional modification.
- 6. The Parties acknowledge that the Lease provides for no additional extensions beyond the Extension Term and that any further extension or modification of the

Lease is at the sole discretion of Landlord and must be mutually agreed to in writing.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANDLORD:**

**TENANT:**

**PORT OF CASCADE LOCKS, OREGON**

**NATIVE CIDER, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_