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PORT COMMISSION MEETING
WEDNESDAY, APRIL 10, 2024, 5:30 P.M.
WASCO COUNTY WATER & SOIL CONSERVATION DISTRICT
THE DALLES, OREGON

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL Executive Assistant Toepke
- C. PLEDGE OF ALLEGIANCE
- D. AGENDA CORRECTIONS OR ADDITIONS Executive Director Klaas
- E. PUBLIC COMMENT OR QUESTION 3-minute limit per person per subject.
*The Commission does not respond to nor discuss issues raised during public comment.
- F. ACTION ITEMS
 - 1. March 13, 2024, Regular Session Meeting Minutes
 - 2. March 2024 Financial Reports Commissioner Coburn
 - 3. Five-year Enterprise Zone Abatement Request: 280 Earth Phase II Development City of The Dalles Economic Development Officer Spatz & Wasco County Assessor Amery
 - 4. Waterproof Basement of Port Administrative Office Proposals: John's Waterproofing & TerraFirma Foundation Systems Executive Director Klaas
- G. REPORTS
 - 1. Director's Report Executive Director Klaas
 - 2. The Dalles Marina, LLC, Q3/FY 2023-2024 Concessionaire Report Owner/Operator Macnab
 - 3. The Dalles Community Outreach Team Commissioner Weast
 - 4. Columbia Gateway Urban Renewal Agency Board Commissioner Coburn
 - 5. Wasco County Economic Development Commission Executive Assistant Toepke *No report, next meeting is in June.*
 - 6. Dufur Commissioner Wallace
- H. UPCOMING MEETINGS/EVENTS
 - April 12, 2024: KODL Coffee Break Executive Director Klaas
 - April 17, 2024: Port Budget Committee Meeting @ The Balch Hotel, Dufur, 5:30 p.m.-7:30 p.m.
 - April 26, 2024: Port Planning Session @ Fairfield Inn & Suites by Marriott, 9:00 a.m.-5:00 p.m.
 - May 8, 2024: Port Commission Meeting & Public Budget Hearing Location TBD
- I. EXECUTIVE SESSION Pursuant to ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions, and ORS 192.660(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, and ORS 192.660(2)(p) To consider matters relating to cyber security infrastructure and responses to cyber security threats. *Media representatives are instructed not to report or disclose matters discussed in Executive Session
- J. ACTION REQUIRED FROM EXECUTIVE SESSION
- K. COMMISSION CALL
- L. ADJOURN

PORT OF THE DALLES AGENDA ITEM

MEETING DATE	April 10, 2024
ACTION ITEM F-1.)	March 13, 2024, Regular Session Meeting Minutes
STAFF RECOMMENDATION	Approve <u>March 13, 2024, Regular Session Meeting Minutes</u> as presented

PORT OF THE DALLES COMMISSION
Regular Session Meeting Minutes
Wednesday, March 13, 2024, 5:32 p.m.
Wasco County Water & Soil Conservation District, The Dalles, Oregon

The Regular Session Meeting of the Port Commissioners was called to order by President Wallace at 5:37 p.m.

ROLL CALL Executive Director Klaas

- o COMMISSION Robert Wallace, President; Staci Coburn, Treasurer VIRTUAL: Greg Weast, Vice-President; Mary Hanlon, Assistant Secretary/Treasurer ABSENT John Willer, Secretary
- o STAFF Andrea Klaas, Executive Director; Jennifer Toepke Executive Assistant; Bill Dick, Attorney, Dick, Dick & Corey
- o GUESTS Alana Lackner, Columbia Gorge News

PLEDGE OF ALLEGIANCE

AGENDA CORRECTIONS/ADDITIONS *None*

PUBLIC COMMENT OR QUESTION *Alana Lackner, Reporter, Columbia Gorge News, informed the Port Commission & Staff that this would be her last meeting as a reporter for Columbia Gorge News, she stated she is changing her career.*

ACTION ITEMS

1. February 21, 2024, Regular Session Meeting Minutes *Stand as presented.*
2. February 2024 Financial Reports Commissioner Coburn *Stand as presented.*
3. Planning Session Facilitation Proposal: SDAO Representative, Mark Knudson, Senior Consultant M/G. Weast S/S. Coburn, Motion Approved Unanimously
4. Option of Commission Compensation to be reviewed annually at July's Port Commission Meeting M/G. Weast S/S. Coburn, Motion Approved Unanimously

INFO ITEM

1. Recreational Immunity: Senate Bill 1576 *Stands as presented, additionally Executive Director Klaas gave some background about the referenced lawsuit and what has transpired since that culminated with SB 1576. Further stating that the timeline on this new legislation is 2026, so while it is not a permanent long-term fix, it helps for now.*

REPORTS

1. Director's Report Executive Director Klaas *Stands as presented, plus Executive Director Klaas talked about the Association of Government Risk Pools (AGRIP) Conference that she recently attended, which primarily focused on Artificial Intelligence (AI). She noted that it coupled nicely with the CyberSecurity Class that she's been taking, and upon its completion, Executive Director Klaas will report on the highlights, including a good list of how to assess risk in your business.*
2. The Dalles Community Outreach Team Commissioner Weast *Commissioner Weast said the Port had 2 asks: Marina Launch Ramp repair and dock area upgrades. He said that there were no positive responses, and the best response was that when the City wanted a new dock they renamed it a Terminal and got their funding. Accordingly, Commissioner Weast suggests that the Port rename the Marina as a Marine Terminal. Commissioner Weast said concerning the 2nd ask, that the Federal Government does not give money to buy land, they said there is money available for infrastructure, but not to buy land. Commissioner Weast said that two other projects put forward were the Childcare Center and Resolution Center.*
3. Columbia Gateway Urban Renewal Agency Board Commissioner Coburn *Commissioner Coburn does not have an update as there was no meeting yet this month.*
4. Wasco County Economic Development Commission Executive Assistant Toepke *Executive Assistant Toepke highlighted that the Wasco County Commission accepted the EDC's 2024 Community Enhancement Project Priority List but made one change: they removed Pine Grove Water District's Water Project from #4 and replaced it with Wasco County Mid-Columbia Center for Living Resolution Center.*
5. Dufur Commissioner Wallace *Commissioner Wallace highlighted that on April 3rd, the Oregon Department of Energy for Renewable Energy will be holding a public information meeting to consider licensing of The Summit Ridge Renewable Energy Facility, which is located inside the Port District.*

UPCOMING MEETINGS/EVENTS *Stand as included in meeting packet.*

REGULAR SESSION ADJOURNED AT 6:24 P.M. & EXECUTIVE SESSION COMMENCED AT 6:24 P.M.

EXECUTIVE SESSION as allowed by ORS 192.660(2)(e) Real Property Transactions and ORS 192.660(2)(h) Conferring with Legal Counsel regarding litigation *Media representatives are instructed not to report or disclose matters discussed in Executive Session None

EXECUTIVE SESSION ADJOURNED AT 6:44 P.M. & REGULAR SESSION RESUMED AT 6:44 P.M.

ACTION FROM EXECUTIVE SESSION *None*

COMMISSION CALL *Commissioner Coburn encouraged Staff to consider when restoring the Port Administrative Office Basement Board Room from the flooding, to equip it with the required technology to accommodate hybrid meetings, so that the public has an opportunity to attend virtually. Commissioner Wallace redirected to the bid's received for restoration of the basement, and expressed his hope that a bid would be chosen and work underway as soon as possible. Commissioner Hanlon reiterated her recommendation to get several bids for external remediation, stopping the problem before it gets inside.*

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE PORT COMMISSION, *the meeting adjourned at 6:53 p.m.*

PORT OF THE DALLES:

ATTEST:

Robert Wallace, President
Board of Commissioners

John Willer, Secretary
Board of Commissioners

DATE APPROVED: April 10, 2024

Prepared by: Executive Assistant Toepke

PORT OF THE DALLES AGENDA ITEM

MEETING DATE April 10, 2024

ACTION ITEM F-2.) March 2024 Financial Reports Commissioner Coburn

STAFF RECOMMENDATION Approve March 2024 Financial Reports as presented

Notable

- Savings
 - Oregon State Treasury Short Term Fund: 5.20%
 - First Interstate Bank Money Market: 5.33%
- Uncommon Fund Activity
 - General Fund
 - ❖ Expense
 - Commissioner Weast, Commissioner Hanlon, Commissioner Wallace: 2024 SDAO Annual Conference Expense Reimbursements
 - Port Development Fund
 - ❖ Expense
 - Commissioner Weast: COT Washington, D.C. Trip Reimbursement

PORT OF THE DALLES
Balance Sheet by Class
As of March 31, 2024

	<u>General Fund</u>	<u>Marina Fund</u>	<u>Port Development Fund</u>	<u>Unclassified</u>	<u>TOTAL</u>
ASSETS					
Current Assets					
Checking/Savings					
CSB Checking					
General Checking	4,904.80	0.00	0.00	0.00	4,904.80
Total CSB Checking	<u>4,904.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,904.80</u>
FIB Checking					
General Fund	6,128.88	0.00	0.00	0.00	6,128.88
Marina Fund	0.00	3,531.13	0.00	0.00	3,531.13
Port Development Fund	0.00	0.00	565.10	0.00	565.10
Total FIB Checking	<u>6,128.88</u>	<u>3,531.13</u>	<u>565.10</u>	<u>0.00</u>	<u>10,225.11</u>
FIB Money Market					
General Fund	23,334.57	0.00	0.00	0.00	23,334.57
Port Development Fund	0.00	0.00	5,095.48	0.00	5,095.48
Total FIB Money Market	<u>23,334.57</u>	<u>0.00</u>	<u>5,095.48</u>	<u>0.00</u>	<u>28,430.05</u>
LGIP					
General	1,621,359.87	0.00	0.00	0.00	1,621,359.87
Marina	0.00	283,539.50	0.00	0.00	283,539.50
Port Development	0.00	0.00	3,987,721.57	0.00	3,987,721.57
Total LGIP	<u>1,621,359.87</u>	<u>283,539.50</u>	<u>3,987,721.57</u>	<u>0.00</u>	<u>5,892,620.94</u>
Petty Cash	66.28	28.48	55.24	0.00	150.00
Total Checking/Savings	<u>1,655,794.40</u>	<u>287,099.11</u>	<u>3,993,437.39</u>	<u>0.00</u>	<u>5,936,330.90</u>
Total Current Assets	<u>1,655,794.40</u>	<u>287,099.11</u>	<u>3,993,437.39</u>	<u>0.00</u>	<u>5,936,330.90</u>
TOTAL ASSETS	<u>1,655,794.40</u>	<u>287,099.11</u>	<u>3,993,437.39</u>	<u>0.00</u>	<u>5,936,330.90</u>
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Credit Cards					
Mastercard-2556	704.00	0.00	-704.00	0.00	0.00
Total Credit Cards	<u>704.00</u>	<u>0.00</u>	<u>-704.00</u>	<u>0.00</u>	<u>0.00</u>
Other Current Liabilities					
Payroll Liabilities	350.77	0.00	0.00	0.00	350.77

Cash Basis

PORT OF THE DALLES

Balance Sheet by Class

As of March 31, 2024

	General Fund	Marina Fund	Port Development Fund	Unclassified	TOTAL
Total Other Current Liabilities	350.77	0.00	0.00	0.00	350.77
Total Current Liabilities	1,054.77	0.00	-704.00	0.00	350.77
Total Liabilities	1,054.77	0.00	-704.00	0.00	350.77
Equity					
Unrestricted Net Assets	1,385,010.15	254,837.72	3,832,821.27	0.00	5,472,669.14
Net Income	269,729.48	32,261.39	161,320.12	0.00	463,310.99
Total Equity	1,654,739.63	287,099.11	3,994,141.39	0.00	5,935,980.13
TOTAL LIABILITIES & EQUITY	1,655,794.40	287,099.11	3,993,437.39	0.00	5,936,330.90

PORT OF THE DALLES
Profit & Loss Budget vs. Actual-GENERAL FUND
 July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Beginning Fund Balance	0.00	1,096,994.00	0.0%
Interest from Earnings	55,955.76	32,910.00	170.03%
Other Resources			
Grants	18,418.50	4,000,000.00	0.46%
Launch Ramp & Transient Moorage	870.00	3,000.00	29.0%
Leased Land & Facilities	78,172.80	60,000.00	130.29%
Loan Repayments			
Marina Fund	0.00	84,466.00	0.0%
Total Loan Repayments	0.00	84,466.00	0.0%
Other Income	1,008.94	15,000.00	6.73%
Total Other Resources	98,470.24	4,162,466.00	2.37%
Previously Levied Taxes	14,176.56	5,000.00	283.53%
Property Taxes	451,946.41	430,251.00	105.04%
Transfer from Other Funds			
Port Development Fund	0.00	200,000.00	0.0%
Transfer from Other Funds - Other	0.00	808,068.00	0.0%
Total Transfer from Other Funds	0.00	1,008,068.00	0.0%
Total Income	620,548.97	6,735,689.00	9.21%
Gross Profit	620,548.97	6,735,689.00	9.21%
Expense			
Capital Outlay	8,494.03	4,050,000.00	0.21%
Material & Services	116,965.40	296,000.00	39.52%
Personal Services	225,360.06	400,000.00	56.34%
Transfers & Contingency	0.00	1,400,000.00	0.0%
Total Expense	350,819.49	6,146,000.00	5.71%
Net Ordinary Income	269,729.48	589,689.00	45.74%
Net Income	269,729.48	589,689.00	45.74%

PORT OF THE DALLES
Profit & Loss Budget vs. Actual-MARINA FUND
 July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Beginning Fund Balance	0.00	337,157.00	0.0%
Interest from Earnings	10,005.55	10,115.00	98.92%
Other Resources			
Fire Emergency	23,036.59	1,500,000.00	1.54%
Total Other Resources	23,036.59	1,500,000.00	1.54%
Total Income	33,042.14	1,847,272.00	1.79%
Gross Profit	33,042.14	1,847,272.00	1.79%
Expense			
Capital Outlay	780.75	900,000.00	0.09%
Debt Service	0.00	84,466.00	0.0%
Transfers & Contingency	0.00	808,068.00	0.0%
Total Expense	780.75	1,792,534.00	0.04%
Net Ordinary Income	32,261.39	54,738.00	58.94%
Net Income	32,261.39	54,738.00	58.94%

PORT OF THE DALLES
Profit & Loss Budget vs. Actual-PORT DEVELOPMENT FUND
July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Beginning Fund Balance	0.00	2,089,343.00	0.0%
Interest from Earnings	140,329.39	62,680.00	223.88%
Other Resources			
Grants	0.00	4,000,000.00	0.0%
Land Sales & Contract Interest			
V&G			
Interest	2,720.83		
Principal	4,119.17		
Total V&G	<u>6,840.00</u>		
Land Sales & Contract Interest - Other	<u>35,000.00</u>	<u>2,500,000.00</u>	<u>1.4%</u>
Total Land Sales & Contract Interest	<u>41,840.00</u>	<u>2,500,000.00</u>	<u>1.67%</u>
Loan Repayments			
CGCC	0.00	464,014.00	0.0%
City of Dufur	0.00	42,225.00	0.0%
Total Loan Repayments	<u>0.00</u>	<u>506,239.00</u>	<u>0.0%</u>
Other Income	<u>1,319.82</u>	<u>4,000,000.00</u>	<u>0.03%</u>
Total Other Resources	<u>43,159.82</u>	<u>11,006,239.00</u>	<u>0.39%</u>
Transfer from Other Funds			
General Fund	0.00	1,300,000.00	0.0%
Total Transfer from Other Funds	<u>0.00</u>	<u>1,300,000.00</u>	<u>0.0%</u>
Total Income	<u>183,489.21</u>	<u>14,458,262.00</u>	<u>1.27%</u>
Gross Profit	<u>183,489.21</u>	<u>14,458,262.00</u>	<u>1.27%</u>
Expense			
Capital Outlay	0.00	9,000,000.00	0.0%
Material & Services	22,169.09	405,000.00	5.47%
Special Payments	0.00	2,000,000.00	0.0%
Transfers & Contingency	0.00	400,000.00	0.0%
Total Expense	<u>22,169.09</u>	<u>11,805,000.00</u>	<u>0.19%</u>
Net Ordinary Income	<u>161,320.12</u>	<u>2,653,262.00</u>	<u>6.08%</u>
Net Income	<u>161,320.12</u>	<u>2,653,262.00</u>	<u>6.08%</u>

PORT OF THE DALLES AGENDA ITEM

MEETING DATE	April 10, 2024
ACTION ITEM F-3.)	Five-year Enterprise Zone Abatement Request: 280 Earth Phase II Development <u>City of The Dalles Economic Development Officer Spatz & Wasco County Assessor Amery</u>
STAFF RECOMMENDATION	Approve <u>Five-year Enterprise Zone Abatement Request: 280 Earth Phase II Development</u> as presented

City of The Dalles Economic Development Officer Dan Spatz requested this item be put forward for Commission review and approval; Mr. Spatz will be at the meeting to answer questions.

Pre-Application Report: 280 Earth (Climate GM)

Meeting date: March 12, 2024

Attending:

- Darren Bonnstetter -- 280 Earth co-founder
- Hannah Darst -- Permitting lead, geologist
- Christopher Cameron -- Business development specialist
- Darrin Eckman -- Civil engineer, AKS Engineering
- Jill Amery -- Wasco County Assessor
- Dan Spatz -- City of The Dalles EDO

Overview: 280 Earth

280 Earth (aka Climate GM), based in Palo Alto, Calif., is completing a prototype scale carbon sequestration facility on a site it purchased from Port of The Dalles (4375 River Trail Way). 280 Earth has requested an option to purchase a larger, adjoining parcel for expansion by early 2026 should the prototype demonstrate proof of concept. Port of The Dalles has not yet granted this option. Initial test run is anticipated April 2024. The technology is referred to as “Direct Air Capture.” The company derives its name from 280 parts of carbon dioxide per million parts of atmosphere (PPM), a level selected by the National Oceanic and Atmospheric Administration (NOAA) as representative of the pre-industrial atmosphere. Atmospheric carbon dioxide, now exceeding 420 PPM (Source: NASA) is recognized as a major contributor to climate change.

Contingent on proof of technical and economic concept, expansion is envisioned in several phases. Direct investment levels are noted below, concluding with overall economic impact as estimated by 280 Earth (see also Exhibits, page 8):

- **Phase I:** The prototype facility now nearing completion. Capacity: 500 tons of carbon capture annually. Investment: \$20 million. Initial test run anticipated April 2024.
- **Phase II:** The first of four production modules. Capacity: 5,000 tons. Investment: Approximately \$40 million. Construction: 2025. Employment: 5-8 fulltime employees. Request: Three-to five-year Enterprise Zone abatement. Various factors (Future carbon credit sales, rail connection, waste heat integration) will influence Phase II deployment.
- **Phase III:** Three additional production models of 5,000-ton capacity each for combined 15,000-ton capacity. Investment: \$90 million. Construction: 2025-26. Request: Strategic Investment Program. 280 Earth expresses the desire to expand to this level but is not yet prepared to make that commitment.
- **Total investment from phases II and III:** Approximately \$130 million. The company estimates overall economic impact of \$195 million.

Long-term: 280 Earth’s long-term goal is the construction of one or several large production facilities of one-million-ton capacity each. Because of limited acreage available at Port of The Dalles this cannot occur at the current location.

Background

280 Earth’s initial investment in the demonstration model will be approximately \$20 million, with \$13 million committed as of March 2024. Since construction of this phase began in 2023 prior to Enterprise Zone application and thus did not meet Business Oregon criteria, Enterprise Zone managers denied the requested abatement.

280 Earth’s technology was developed over five years at Google X Labs and spun off in 2022. Although Google has an approximate one-third ownership stake in the company*, 280 Earth is a separate company with majority of investment coming from other sources. 280 Earth continues to contract with Google X for scientific and engineering expertise, the cost of which is borne by 280 Earth. One goal of 280 Earth is to use waste heat from the Google data centers in The Dalles to offset the energy required for carbon sequestration. This is one of the conditions that need to be met in order for 280 Earth to proceed with Phases II and III expansion. Waste heat can also come from other sources – basically any industrial or other heat source. In The Dalles, once 280 Earth reaches full production following the demonstration phase, heated water from the data center’s cooling processes would be routed through a heat exchanger at the 280 Earth production site. The cooler water would then be returned to the data center, potentially increasing efficiency and thereby reducing the amount of water needed by the data center. 280 Earth contends that up to 80 percent of the system’s thermal requirement can be recovered from waste heat. (The demonstration model is not designed for this aspect of the process, however, so no coolant water is transferred from the data center to the demonstration model. That would come with later, full production modules.)

280 Earth uses a proprietary “adsorbent” material to capture carbon dioxide (CO₂) from the atmosphere, sequestering it in the form of liquid CO₂, which is then stored temporarily on-site. (This process also captures water vapor from the atmosphere, producing liquid water as a byproduct. The ratio is one ton of sequestered CO₂ generates two tons of water.) Bench-scale testing and a nine-ton prototype validated the adsorbent material at Google X labs. If the process further proves itself in terms of technology and business model, at production scale liquified CO₂ would be transferred via refrigerated rail tankers to Texas, Illinois, or other locations outside of the Pacific Northwest having access to Class VI injection wells.

280 Earth’s business model requires the use of Class VI injection wells in order to qualify for federal tax credits (IRS Section 45Q).

**Google’s ownership share is being diluted through Series B bond sales.*

Injection wells

Class VI wells are certified by the U.S. Environmental Protection Agency's Underground Injection Control (UIC) program, as authorized by the Safe Drinking Water Act. As described on the EPA website: *"This program regulates the injection of fluids (such as water, wastewater, brines from oil and gas production, and CO₂) into the subsurface for the purposes of storage or disposal. The main goal of the UIC Program is the protection of Underground Sources of Drinking Water."* There are multiple classes of injection wells for different injected materials; Class VI was established in 2010 specific to CO₂ sequestration, providing minimum technical criteria to protect drinking water from CO₂ storage.

Injection wells located in the Midwest would maintain CO₂ in liquified form, capped by overlying geologic layers. As such, these are seen as an interim measure by 280 Earth. A long-term goal described by the company is a different form of storage, where Class VI wells would be used to inject CO₂ into basalt geologic layers, such as are found extensively in Eastern Oregon and Washington State. Should this prove feasible, the CO₂ would bind chemically with silicates in the basalt to form a chemically stable compound; [tests conducted in Iceland](#) demonstrate such compounds are formed within two years of injection.

Another test occurred at Wallula in Eastern Washington State, conducted by the US Department of Energy's National Energy Technology Laboratory under a Class V Experimental authorization. As with the Iceland test, this demonstrated technical feasibility of basalt sequestration:

Fluid samples collected from reservoir depth showed strongly elevated concentrations of calcium (Ca), magnesium (Mg), iron (Fe), and manganese (Mn), as well as isotopic shifts consistent with rapid reaction of the basalt with the injected CO₂. (Source: [Wallula](#) report, US Department of Energy.)

At present, there are no Class VI injection wells in Oregon or Washington, and no locations are currently under review, according to a program officer with EPA Region 10 (Source: Email exchange March 14, 2024). (There is no separate EPA certification process for basalt mineralization through Class VI wells; the same process applies to all Class VI wells).

The demonstration model now nearing completion is designed to produce 500 tons of CO₂ annually. If indicated by proof of concept and economic feasibility, 280 Earth would next build the first of four 5,000-ton rated modules (Phase II) on the parcel now occupied by the demonstration model. The other three would follow on the separate, adjoining parcel (Phase III). Neither the demonstration model nor subsequent production modules are expected to be profitable, but rather to serve as preliminary stages toward 280 Earth scaling to full production through the development of one-million-ton production facilities. 280 Earth makes no commitment regarding

the location of these later facilities. A total of five acres is required for 20,000-ton total production.

Estimated value of each 5,000-ton production module is \$40 million, for a total investment of \$90 million at 20,000-ton capacity. (Shared roads and other components reduce the cost per module). Full production at this level is anticipated in 2025-26. Expansion to one-million-ton capacity, as envisioned by 280 Earth, would require a different, larger location than is available at Port of The Dalles.

280 Earth justifies its request for tax abatement partly as a means of off-setting the anticipated cost of rail shipment from The Dalles to Class VI injection wells in the Midwest. There is no rail spur to the River Trail Way location, so this must also be constructed if 280 Earth proceeds with production scale modules. Should the EPA certify Class VI injection wells in Oregon or Washington and should such wells be developed, 280 Earth would explore using these wells for CO₂ basalt injection, reducing the cost of rail transport. The company does not commit to developing these wells. *No injection is proposed for local basalts.*

Carbon credits, carbon offsets and Direct Air Capture

These are related but distinct models designed to allow companies that produce carbon dioxide to compensate for that production. Long-term carbon sequestration results in any of several forms of carbon offsets. Carbon credits are one form of carbon offset. Credits may be regulated by any of several recognized authorities (examples: California Cap and Trade Program, American Carbon Registry) and sold on a formal carbon market. One credit equals one ton of CO₂ produced by the purchasing company, and there may be significant monetary value attached to that credit. 280 Earth will generate and sell carbon credits through its form of Direct Air Capture technology.

Atmospheric carbon dioxide can be reduced, removed or avoided. “Reduction” means transitioning from more polluting to less-polluting technologies. “Removal” means eliminating CO₂ from the atmosphere. “Avoiding” means not producing CO₂. Different technologies and models have been developed for each of these strategies. Direct Air Capture is carbon removal.

There are in turn two prevailing models for carbon removal: Natural and mechanical. Natural carbon removal recognizes carbon credits achieved through forestry or other nature-based practices, for instance where forest harvest is avoided entirely or trees are intentionally planted to sequester carbon. There is controversy surrounding nature-based carbon credits, given the challenges of accurately measuring the rates and duration of successful sequestration. (See “[The Great Cash for Carbon Hustle](#),” *The New Yorker*, Oct. 16, 2023.) Instead, mechanical carbon credits rely upon technological applications; at least in theory, these should lead to precise measures of carbon removal, since CO₂ can be weighed at multiple points, from sequestration through interim

storage, shipping and underground injection. 280 Earth uses a mechanical model of carbon removal.

Enterprise Zone analysis

Unlike many Enterprise Zone applicants, 280 Earth is not part of a well-established industry. Carbon sequestration is still in its relative infancy in terms of technological advances and economic viability. 280 Earth readily acknowledges that the project phase it is completing now in The Dalles is a proof of concept, destined to lose money in the short term. The company expresses strong interest in expanding in The Dalles, but recognizes the economic challenges it must overcome in order to justify such expansion. Thus, it emphasizes it cannot provide assurance of a long-term presence here.

According to the *Carbon Herald*, a weekly industry newsletter, [there are at least 20 companies](#) currently engaged in Direct Air Capture, most of which are at the research and development level. 280 Earth is not among the top 20 companies listed on the *Carbon Herald* [website](#). When asked about this, one of the pre-application conference attendees, Dr. Christopher Cameron, noted the report dates from 2023, before 280 Earth began selling carbon credits.

On the other hand, 280 Earth is an offshoot of Google X, and Google is one of four major investors (the other three are Bayshore Global Management, Yu Capital, and Builders VC). In a world where climate change arguably presents an existential challenge to large regions of the planet through rising sea levels, drought and other climate extremes, it is evident that any technology aimed at reducing atmospheric CO₂ should, if proven technically and economically feasible, be in a favorable position for growth.

Three questions must then be addressed in this analysis:

- *Is 280 Earth's proprietary technology feasible?*

Answer: We'll know within a matter of weeks. The first test run is scheduled for April 2024. The proprietary adsorbent has already been validated at Google X labs.

- *If feasible, is the business model viable and competitive in a marketplace where other companies are proliferating?*

Answer: It's too soon to tell. The situation recalls the wind energy sector in the 2010s, when there was similar proliferation of start-ups, often deploying cutting-edge yet unproven technologies, leading to subsequent failures, mergers and acquisitions. It took years for the wind energy industry to settle down into today's major players, and mergers still occur. This, with a technology much older than carbon sequestration. 280 Earth's current model requires rail transport to points east of the Rockies, which will significantly affect operating margins. This is the company's major arguments in favor of tax abatement. Long-term viability will depend in

large part upon the EPA certifying Class VI injection wells in Oregon or Washington and the development of such wells. 280 Earth's current investment level supports development of only the first 5,000-ton production module (Phase II). Financing will be required for the other three production modules (Phase III).

- *This all leads to the third (two-part) question: Should The Dalles – Wasco County Joint Enterprise Zone take a chance on 280 Earth being one of the sequestration survivors, and if 280 Earth should prosper, will it stay in our region?*

Answer: Good question. As noted earlier, there is sufficient industrial property at 280 Earth's current and optioned sites (five acres) to produce 20,000 tons of CO₂ annually. The company's goal of one million tons annually would require a 250-acre site; additional one-million-ton facilities would require even more acreage. Port of The Dalles has no such property available. Google's financial stake in 280 Earth demonstrates access to investment capital likely not available to many other sequestration start-ups. The Oregon Growth Board, of which Oregon State Treasurer Tobias Read is a member, is another 280 Earth investor. In a December 2023 telephone interview, Read's chief of staff (and former staff to Sen. Jeff Merkley), Dmitri Palmateer, noted the company's potential role "at the nexus of state policy issues" such as reduced use of cooling water by server farms, and suggested the state could help influence relevant federal policies. For instance, Oregon could seek to transfer administrative jurisdiction of Class VI well certification from EPA to DOGAMI (Oregon's Department of Geology and Mineral Industries) or another state agency. Palmateer also noted 280 Earth's proximity to BPA transmission capacity and the state's basalt formations as factors being considered for additional Oregon Growth Board investment. Given such factors, Palmateer suggested The Dalles could become a "poster child" for carbon sequestration. (It should be noted Oregon Growth Board is separate from the Oregon State Treasury, where investment focus is on pension funds.) If the technology proves itself, these plus other financing the company is pursuing should be sufficient to build out the 20,000 annual ton production target. This is described by the company as a "line of sight" goal.

To push this analysis beyond that point would be speculative.

But ... let's indulge in a little speculation anyway. Should 280 Earth's business model prove feasible, certain factors argue in favor of continued local expansion, not at Port of The Dalles but elsewhere in Wasco County or perhaps even Columbia Gorge Regional Airport industrial park. Former industrial sites at Tygh Valley and Maupin, for instance, might be considered. And, while not in Oregon, the airport would have sufficient room for a one-million-ton production facility. It has rail transport and proximity to BPA transmission lines. Solar power, if required, can be developed there. Finally, as noted earlier, 280 Earth's sequestration produces water as a by-product. A one-million-ton CO₂ capture facility would produce an estimated 480 million gallons of water annually, which could be used to offset the airport's water requirements. Airport land

may not be purchased. Long-term lease revenues, shared with Klickitat County, could be used for continuing airport improvements and to reduce the City's current subsidy to the airport.

Determination

Enterprise Zone Managers determine that 280 Earth's request for abatement meets Business Oregon requirements, having completed the requirement checklist in pre-application conference taking place March 13, 2024.

However, we are postponing three-year authorization pending Enterprise Zone partners' consideration of a five-year or other extended abatement as described below.

Recommendation

Enterprise Zone Managers recommend that The Dalles City Council, Wasco County Board of Commissioners and Port of The Dalles consider a five-year abatement for 280 Earth's Phase II development, constituting one 5,000-ton production module, to support 280 Earth's goal of expanding at the Port of The Dalles. We note that demonstration of technological feasibility will occur as early as April 2024.

In making this recommendation, we seek to encourage 280 Earth's continued local presence and expansion to full production level, should its technology and economic model be validated. Carbon sequestration will become a major industrial sector, driven by the imperative of climate change. The Dalles and our immediate region could become a research and production hub for this nascent technology, with the potential added benefit of creating a new water resource. In our opinion, this justifies consideration of additional abatement options.

280earth

Exhibit 2: Assets Under Construction (500-tpa)		
	Total	Equipment Total
1561 Plant Equipment**	\$8,852,483	\$8,852,483
1562 Site Services	\$264,984	Services Total \$3,624,045 5-8 Full-time positions
1563 Civil	\$1,696,275	
1564 Electrical & Plumbing	\$375,555	
1565 Mechanical	\$1,233,710	
1566 Buildings	\$53,521	
1567 Vendor Mgmt Fee - Plant Equipment	\$198,052	
Total 1560 Assets Under Construction	\$12,674,581	20 - 30 FTE Construction jobs
Estimated Economic Impact	\$19,011,871	

Exhibit 3: Estimated Budget for 5K, 15K, and Combined (20K-tpa)			
	5K-tpa Total	15K-tpa Total	Combined (20K-tpa) Total
Buildings			
Building, steel frame, piping, electrical	\$7,500,000	\$16,875,000	\$24,375,000
Phase 2 Site Prep, garding, trenching, foundation	\$2,500,000	\$5,625,000	\$8,125,000
Buildings total	\$10,000,000	\$22,500,000	\$32,500,000
Equipment			
Adsorber system	\$2,500,000	\$5,625,000	\$8,125,000
Desorber system	\$3,500,000	\$7,875,000	\$11,375,000
CO2 Compressor system	\$2,500,000	\$5,625,000	\$8,125,000
CO2 Storage system	\$2,000,000	\$4,500,000	\$6,500,000
Vacuum Skid system	\$3,000,000	\$6,750,000	\$9,750,000
Air Filtration system	\$2,000,000	\$4,500,000	\$6,500,000
Conveyance system	\$3,500,000	\$7,875,000	\$11,375,000
Pipe Spools	\$2,500,000	\$5,625,000	\$8,125,000
Electrical	\$6,000,000	\$13,500,000	\$19,500,000
Chiller	\$1,000,000	\$2,250,000	\$3,250,000
Chutes and Hoppers	\$1,500,000	\$3,375,000	\$4,875,000
Equipment Total	\$30,000,000	\$67,500,000	\$97,500,000
Equipment Grand Total	\$40,000,000	\$90,000,000	\$130,000,000
Economic Impact Grand Total	\$60,000,000	\$135,000,000	\$195,000,000

PORT OF THE DALLES AGENDA ITEM

MEETING DATE	April 10, 2024
ACTION ITEM F-4.)	Waterproof Basement of Port Administrative Office Proposals: John's Waterproofing & TerraFirma Foundation Systems <u>Executive Director Klaas</u>
STAFF RECOMMENDATION	Approve <u>John's Waterproofing Proposal for Waterproofing Basement of Port Administrative Office</u> as presented

Summary of basement waterproofing proposals

John's Waterproofing:

Contract Price: \$39,037.95
Start Date: Mid-June

Specifications:
WaterGuard drainage system
WaterGuard ports installed for inspection
TripleSafe pump system
WaterWatch alarm

Remove and dispose
existing sheetrock and studs

Install ThermalDry wall system

Install metal studs
Install SilverGlo foam insulation
Install paint ready sheetrock
Install 3.5" PVC baseboard

Install discharge line

TerraFirma Foundation Systems

Contract Price: \$25,465.58
Start Date: 3rd week of June

Specifications:
WaterGuard drainage system
WaterGuard ports installed for inspection
TripleSafe pump system
MoistureLoc dehumidification system

Remove and dispose existing sheetrock

Install VaporLoc Elite wall system

Install discharge line

John's Waterproofing & TerraFirma Foundation System's Proposals following.



Prepared by:
 Marc Powarczuk
 marc@johnswaterproofing.com
 John's Waterproofing Company
 www.johnswaterproofing.com
 O (503) 873 - 5650
 F (503) 873 - 3234
 License# OR CCB 15830 / WA CCB
 JOHNSWCO18BB

Prepared for:
 Andrea Klaas
 andrea@portofthedalles.com
 P (541) 298-4148

Proposal

Job location:
 3636 Klindt Drive
 The Dalles, OR 97058

Prepared on:
 3-16-24

Project Summary

My Basement	\$39,037.95
Total Investment	\$39,037.95
Total Contract Price	\$39,037.95
Deposit Required - 50%	\$19,518.98
Deposit Paid	\$0.00
Amount Due Upon Installation	\$39,037.95
Estimated Monthly Payment* (144mths)	\$444.04-\$611.01

*Requires Application to Qualify for Financing

Customer Consent

I fully understand and accept the transferable warranty provided, which covers only the areas addressed and does not cover water damage. Partial perimeter systems carry a limited warranty. Sump pumps are covered by a separate manufacturer's warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting unless otherwise specified. Customer shall grant contractor a 60 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls at least 4' to 6' and moving back again. Some dust should be expected from work. All materials are guaranteed as specified. All work to be completed according to the standard practices.

Authorized Signature _____ **Date** _____

Any alterations from above specifications will be executed only upon written orders and will become an extra charge at final billing. All agreements are contingent upon accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowner's description of problem. The warranty does not cover water damage. This proposal may be withdrawn by us if not accepted within 60 days.

SALES TAX OR CORPORATE ACTIVITY TAX WILL BE ADDED TO FINAL BILLING WHEN APPLICABLE.
 PROGRESSIVE BILLING OF SERVICES AND PRODUCTS RENDERED WILL BE APPLIED AS COMPLETED IF PORTIONS OF THE JOB ARE DELAYED DUE TO MATERIAL AVAILABILITY OR 3RD PARTY CONTRACTOR AVAILABILITY.

ON SPECIAL ORDER ITEMS, CANCELLATION WILL RESULT IN RETENTION OF 30% OF PRODUCT COST FROM DEPOSIT.

Customer Signature _____ **Date** _____

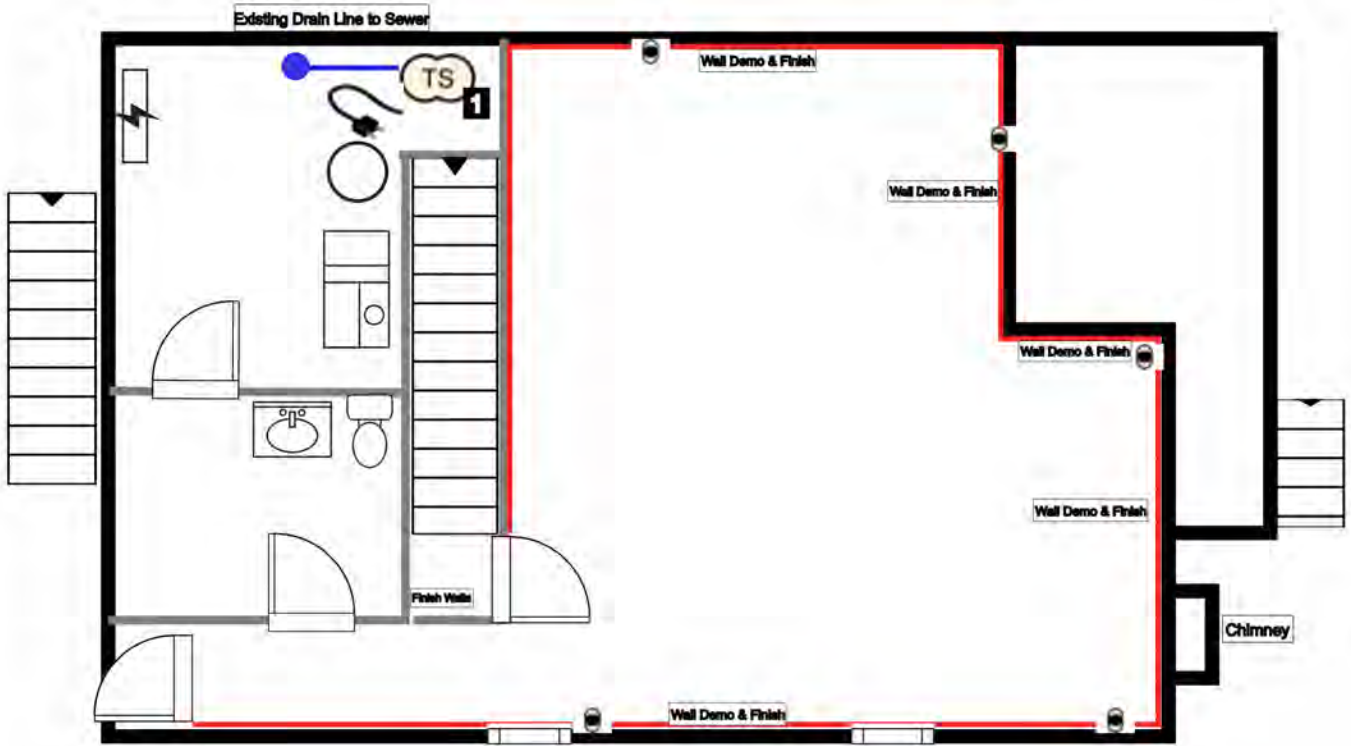
Balance due upon completion. Foreman will collect final payment.

Initial _____

A full perimeter system/Triple Safe were recommended. CCB Notice Rec'd

Initial _____

Job Details



Job Details (Continued)

Specifications

Install the WaterGuard sub-floor drainage system as shown on the job drawing.

Install WaterGuard Inspection Ports for access to the system. We recommend the customer leave a small access hatch when finishing walls.

Install two dedicated electrical outlets for TripleSafe in the area shown on the drawing. Assumes existing panel allows for additional circuits. If a new panel or sub-panel is required, customer will be notified of the change order amount prior to time of project.

Install a discharge line for the sump pump.

Install the TripleSafe sump pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm and a 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain and WaterWatch alarm system.

Install the ThermalDry wall system on the concrete foundation walls in the basement.

Remove and dispose of the existing finished walls for system install.

Install Paint Ready Sheetrock as shown on the drawing. Includes metal studs, SilverGlo insulation and sheetrock textured ready for paint. Includes trim molding. Window trim is additional.

Install a 3.5" Colonial style PVC baseboard Molding as shown on the job drawing.

Customer Will

1.) Unless specifically noted in "Product List Section" customer will provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.

Product List

WaterGuard	100 ft	WaterGuard Port	5	Electrical - TripleSafe	1
Discharge Line	1 ft	TripleSafe WG	1	ThermalDry Wall System	100 ft
Demo Whole Wall	100 ft	Paint Ready Finished Sheetrock Wall	110 foot	Baseboard Molding	100 Ft

Limited Warranty

Warranty is in effect when job is completed and paid in full. Payment to be made upon completion at the end of the final day of work.

BASEMENT WARRANTY

If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor, we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to WaterGuard and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided that we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. If the entire perimeter of the basement was not treated, then additional work at an additional charge could be necessary to extend the system or treat other areas or treat other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. The contractor can not be responsible for peeling paint, water once pumped from house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an Ice Guard. A DryTrak system alone will not eliminate seepage from floor cracks, as a double pipe system will be necessary. Floor cracks are warranted against leakage with full perimeter WaterGuard system and a Triple Safe Sump Pump.

ENCAPSULATION WARRANTY

The contractor's representative has fully explained the merits of the encapsulation system. I understand a CleanSpace encapsulation system will isolate the home from the earth. The average humidity level in the air will be lowered, reducing moisture needed for mold growth, however the system does not claim to be a mold mitigation or prevention system. Wet crawl spaces require a drainage system and a sump pump to remedy the problem with water below the CleanSpace liner. If a SaniDry is not included in the CleanSpace system, the homeowner is to monitor the humidity in the crawl space. If the humidity stays above 55%, a SaniDry dehumidifier will need to be installed at an added charge to the homeowner. I fully understand and accept the transferable 25-year warranty. There will be no charge for service calls on any tears or holes in the CleanSpace liner, except from abuse. Sump pumps are covered under a separate manufacturer's warranty. The homeowner must provide proper electrical outlets for equipment installed. Contractor is not responsible for frozen discharge lines without an Ice Guard, water once pumped from house, or condensation.

BASIC DRAINAGE SYSTEM WARRANTY

We warranty the area to be free from leakage due to poor workmanship or faulty materials for a period of 10 years. Any leakage in said area during warranty period will be repaired at no additional cost to homeowner. This warranty is transferable to a new homeowner. Pumps are covered under a separate manufacturer's warranty. Recommended annual maintenance will avoid most pump problems and other potential problems. See specific owner's manuals for more details. The customer is responsible for providing dedicated electrical outlets for sump pump in crawlspace unless otherwise specified. This drainage system includes: debris clean-up, trench around inside perimeter of crawlspace with 3" perforated pipe in trench, sump pump and new vapor barrier, unless otherwise specified by the owner or John's Waterproofing.

SUMP PUMP WARRANTY

Primary AC operated sump pumps are covered under a separate manufacturer's warranty which is 3 years from date of installation. DC operated UltraSump covered under separate manufacturer warranty 12 months from date of install. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract unless otherwise specified and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Wall cracks repaired with FlexiSpan are warranted against leakage for 5 years.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. The contractor will not be responsible for any damages caused by mold, including but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

John's Waterproofing Company

O (503) 873 - 5650

F (503) 873 - 3234

www.johnswaterproofing.com

PO Box 1350

Silverton, OR 97381

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

ON SPECIAL ORDER ITEMS, CANCELLATION WILL RESULT IN RETENTION OF 20% OF PRODUCT COST FROM DEPOSIT.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date



Proposal

Quote: PR366683
Date Issued: 02/14/2024

TerraFirma Foundation Systems
: OR: 173547 WA: TERRAFR931LH
13110 SW Wall St
Tigard, OR 97223

P (866) 486-7196
F (541) 229-4051

Prepared for:
Andrea Klaas
andrea@portofthedalles.com
L (541) 298-4148

Job Location:
3636 Klindt Dr
The Dalles, OR 97058

Prepared by:
James Kershaw
System Design Specialist
james.kershaw@goterrafirma.com
M (971) 271-1587

Project Overview

Proposal Summary

Total Investment	\$25,465.58
Total Contract Price	\$25,465.58
Deposit Required	\$12,732.79
Amount Due Upon Installation	\$25,465.58

Customer Consent

If the foundation (including foundation walls, footings and/or concrete slab) is found to be in too poor of condition to safely complete the contracted work, additional work and associated cost will be required. Any alteration in scope and/or cost will be made only after a consultation and approval between [TFFS] and Customer, except increased materials prices shall be automatically passed along to Customer at the then-current price at the time materials are ordered, without further discussion, change order or approval, because of supply chain issues and market volatility. While TerraFirma Foundation Systems will do its best to evaluate the condition of the foundation concrete prior to work commencing, TFFS is not responsible for any damage that occurs as the result of failing foundation concrete. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 20 days. OR: 173547 WA: TERRAFR931LH

TFFS Signature

Date

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). I/we hereby represent that I/we have actual authority to contract on behalf of the owner(s). You are authorized to do the work as specified in the Contract. I/we will make progress payments to crew foreman upon completion of each stage of the project & final payment to be made upon substantial completion of contract. I/we will pay your service charge of 1.33% per month (16% per annum) if my/our account is 30 days or more past due. In event account must be referred to a third party for collection, I/we agree to pay all reasonable collection and/or attorney fees, as well as court costs incurred to effect collection.

Customer Signature/On behalf of

Date

Canceling the project after 3 days may result in loss of deposit.

Initial _____

My Project

Qty Product Name

Basement: Basement Waterproofing

- | | |
|----|--|
| 4 | WaterGuard Port
Install WaterGuard Port for access to system. |
| 90 | WaterGuard
Install WaterGuard sub-floor drainage system as indicated in job drawing. |
| 90 | VaporLoc Elite Wall System
Install VaporLoc Elite Wall System on walls as shown. VaporLoc Elite Wall System is a 120 mil thick wall liner that has an EVOH layer to keep moisture and smells from entering the basement environment. It is double-taped, fastened and sealed to the basement wall to ensure 100% seal. Air seal between Basement Waterproofing System and Wall System. |
| 90 | Drywall & Paneling Removal to Full Height
Cut Drywall & Paneling to Full Height |
| 1 | TripleSafe
Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. Install Discharge line, solid PVC or ABS pipe buried to Lawnscape Outlet (or equivalent). Install pop-up outlet (or equivalent) at end of discharge line that is designed to prevent leaves, animals, & debris from clogging the discharge line. 22 3/8" tall x 18" wide x 24" long. |
| 35 | Feed Line
Install membrane covered perforated drain pipe in bed of drain Rock to relieve hydrostatic pressure / capture and control water. Drains to Sump pump. Remove and Replace concrete as necessary |
| 2 | Passive Vent
Install Passive Vent as indicated on job drawing. |
| 35 | Discharge Line
Discharge line / Buried PVC or ABS Pipe, exit to lawnscape, pop-up drain, or drywell; 25' from home. Foreman to determine final design location. |
| 2 | Temp Support
Temporarily support structure. |
| 1 | Concrete Core
Core though concrete as indicated on job drawing. |
| 1 | Concrete R & R - Per Anchor
Remove and replace concrete as indicated on job drawing. The patches will not match the existing concrete. |

Basement: Dehumidification System

- 1 MoistureLoc
 Install MoistureLoc Dehumidification & Air Filtration System - MoistureLoc is a dehumidification system that can draw up to 95 pints per day of moisture from the crawlspace.

Team Notes: Misc.

- 1,213.7 Mobilization
 Mobilization fee 5%

Total Investment **\$25,465.58**

Total Contract Price **\$25,465.58**

Product Specifications

WaterGuard Port

Install WaterGuard Port for access to system.

WaterGuard

Install WaterGuard sub-floor drainage system as indicated in job drawing.

VaporLoc Elite Wall System

Install VaporLoc Elite Wall System on walls as shown. VaporLoc Elite Wall System is a 120 mil thick wall liner that has an EVOH layer to keep moisture and smells from entering the basement environment. It is double-taped, fastened and sealed to the basement wall to ensure 100% seal. Air seal between Basement Waterproofing System and Wall System.

Drywall & Paneling Removal to Full Height

Cut Drywall & Paneling to Full Height

TripleSafe

Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. Install Discharge line, solid PVC or ABS pipe buried to Lawnscape Outlet (or equivalent). Install pop-up outlet (or equivalent) at end of discharge line that is designed to prevent leaves, animals, & debris from clogging the discharge line. 22 3/8" tall x 18" wide x 24" long.

Feed Line

Install membrane covered perforated drain pipe in bed of drain Rock to relieve hydrostatic pressure / capture and control water. Drains to Sump pump. Remove and Replace concrete as necessary

Passive Vent

Install Passive Vent as indicated on job drawing.

Discharge Line

Discharge line / Buried PVC or ABS Pipe, exit to lawnscape, pop-up drain, or drywell; 25' from home. Foreman to determine final design location.

Temp Support

Temporarily support structure.

Concrete Core

Core through concrete as indicated on job drawing.

Concrete R & R - Per Anchor

Remove and replace concrete as indicated on job drawing. The patches will not match the existing concrete.

MoistureLoc

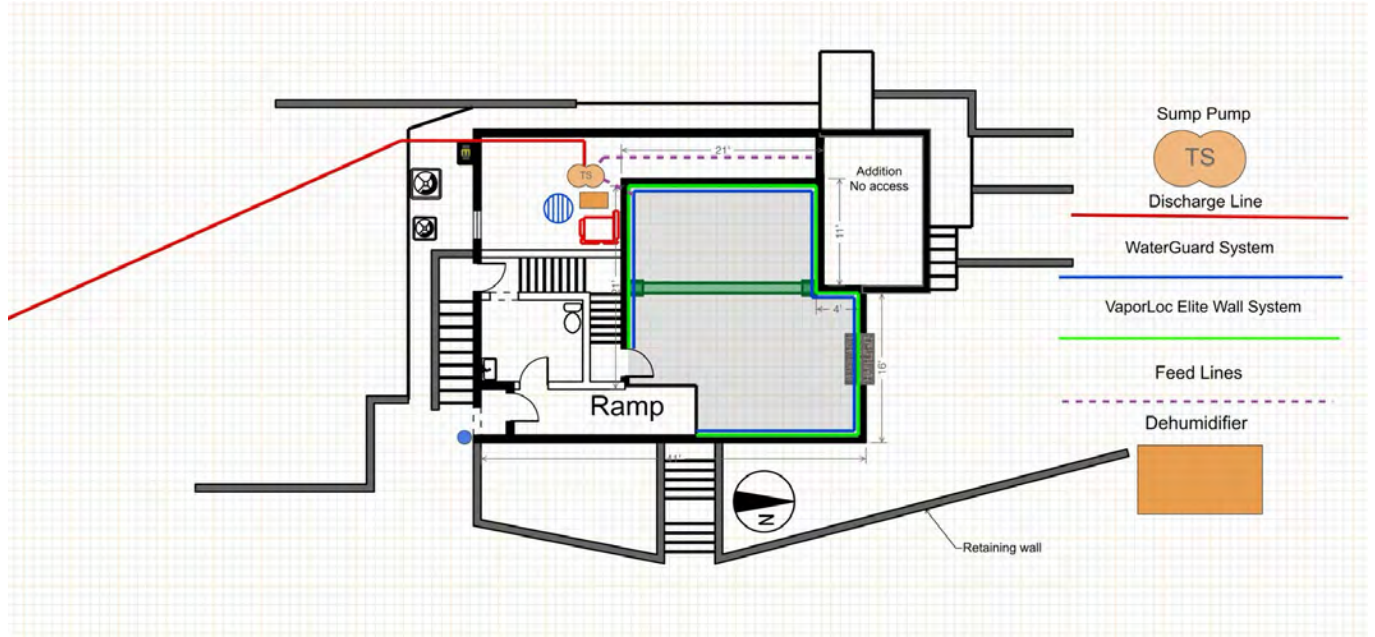
Install MoistureLoc Dehumidification & Air Filtration System - MoistureLoc is a dehumidification system that can draw up to 95 pints per day of moisture from the crawlspace.

Product Specifications (Continued)

Mobilization

Mobilization fee 5%

Drawing



Job Details

Contractor Will

1. If unknown conditions arise TFFS will stop work and discuss with homeowner if project changes are required for any reason. Additional costs may apply if additional work is necessary.
2. Maintain a safe and clean jobsite.
3. Protect surfaces with drop cloths and plastic protection.
4. Remove and replace concrete as necessary in the workplace.
5. Remove finished walls as indicated in contract. TFFS is not responsible for replacement.
6. TFFS recommends VaporLoc Elite be installed on basement walls and is not responsible for damages caused by water or vapor intrusion.
7. Pre and Post walk-through with foreman.

Customer Will

1. Remove personal items and obstacles from project area prior to installation. TFFS is not responsible for items not moved.
2. Dust, noise and dirt may be excessive in some cases. Dust may be present days after installation.
3. Mark any private lines that may be hidden underground and assume all liability if damage should occur during installation.
4. Provide proper dedicated electrical outlets for all pumps and other electrical devices to be installed. Outlets should be installed during or after project completion, not before.
5. Sump pump discharge location may change at foreman's discretion.
6. Water intrusion from internal cracks is not covered by perimeter waterproofing systems. Additional feed lines may be required at customer's expense.
7. Allow 2 weeks for concrete to cure prior to installation of finished materials (e.g. walls, flooring).
8. Use "Liquid nails" to secure framing to floors. Warranty is void if waterproofing system is damaged or altered.
9. Be aware of potential installation rescheduling due to inclement weather.
10. Items that the customer is responsible for prior to TF crew arrival that have not been completed will result in an additional charge of \$750.00.
11. I/we will make progress payments to crew foreman upon completion of each stage of the project & final payment to be made upon substantial completion of contract.

Limited Warranty

General

This proposal is based on a visual inspection of the readily accessible areas of the identified inspected structure(s) and does not include hidden damage that may be present or areas which were not actually inspected, were obstructed or not readily accessible at the time of the inspection. This proposal does not include landscaping or repairs to indirect damage to the structure that normally and naturally flows from performance of the Work. During the Work, should any conditions become apparent that were inaccessible or concealed at the time of the initial inspection, the person requesting the proposal must promptly notify TerraFirma in writing of same and allow TerraFirma an opportunity to cure or TerraFirma may in its sole discretion stop work and charge the job on a time and materials basis and discharge its further obligations. THIS PROPOSAL IS INTENDED ONLY FOR THE USE OF THE PERSON REQUESTING THE PROPOSAL AND ONLY IF HE/SHE/THEY PAID FOR THE WORK, IN FULL OR IN PART. NO OTHER PERSON, INCLUDING OWNER(S), TENANT(S), BUYER(S), SELLER(S), REALTOR(S), ANY THIRD PARTY BENEFICIARY AND SUBSEQUENT PURCHASER(S) MAY RELY UPON THIS AGREEMENT OR ANY REPRESENTATION OR PROMISE MADE BY TERRAFIRMA.

Items For Which Customer Is Responsible

Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Complaint

Should the person requesting this proposal have a complaint against TerraFirma such as for defective Work, he/she/they shall provide reasonable written notice to and permit TerraFirma an inspection of the complained of condition before any alterations, repairs or replacements of said conditions. In consideration of TerraFirma agreeing to perform the work, the person requesting this proposal hereby agrees to release TerraFirma Foundation Systems, Inc. and its owners, employees and agents ("TerraFirma") from any and all liability, IN EXCESS OF THE AMOUNT PAID, for damages or injury of any kind which may result from the use or misuse of the proposal and any Work performed or to be performed. This is a cap on damages. This includes claims and damages of every kind, such as consequential damages, delay, hazardous materials, earth movement, subsurface conditions, acts of war and acts of God. Tender of payment, in full or in part, constitutes agreement to all terms and conditions herein. In the case of non-payment or non-signature of the proposal, the person requesting this proposal agrees that their exclusive remedy is limited to the limited warranties that accompany the proposal for Work performed. The person requesting the proposal agrees to hold harmless, indemnify and defend TerraFirma from any and all claims asserted by third parties related to or arising from this proposal or the Work. These limitations on remedies, limited warranties and cap on damages are expressly intended to survive termination of this contract.

Limited Warranty (Continued)

Water

If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. Water intrusion from internal cracks in floor not covered by WaterGuard installation.

Additional feed lines may be required at owner's expense. This warranty applies to WaterGuard and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home.

If the entire perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 36 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

LIMITED WARRANTY: Interior crawlspace drainage systems are subject to a Limited Warranty against workmanship defects for a period of 10 years from date of installation. Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel, or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Contractor has no duty to test for the presence of iron ochre, iron gel, or iron bacteria and has not done so. **Limited Warranty Void:** this Limited Warranty shall be void immediately upon any change or alteration in or to the site that has an impact to the volume or path of water into or near the home (including, but not limited to, changes caused by or to landscaping, irrigation, grading, driveways, patios, or roof or gutter drains). As a condition precedent to the enforcement of this Limited Warranty, Buyer must service the interior crawlspace drainage system on an annual basis. This Limited Warranty is in lieu of all other express or implied warranties of any kind whatsoever.

A VaporLoc Elite crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a Triple Safe or SmartSump system to remedy the problem with water below the VaporLoc Elite liner. VaporLoc Elite has a transferable 25 year warranty 100% seal of soil odor and gasses and there will be no charge for service calls on any tears or holes in the VaporLoc Elite liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Limited Warranty (Continued)

Exclusions From This Warranty

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

Standard Exclusions Permitted By State Law

- This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry.

Liability

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Limited Warranty (Continued)

Exclusions

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Items for Which Customer is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Paid in Full

Warranty is in effect when job is completed and paid in full.

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Foundation Supportworks, Inc. ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:
761 NE Garden Valley Blvd.
Roseburg, OR 97470

TerraFirma Foundation Systems

(866) 486-7196
www.GoTerraFirma.com
13110 SW Wall St
Tigard OR 97223

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I Wish to Cancel

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

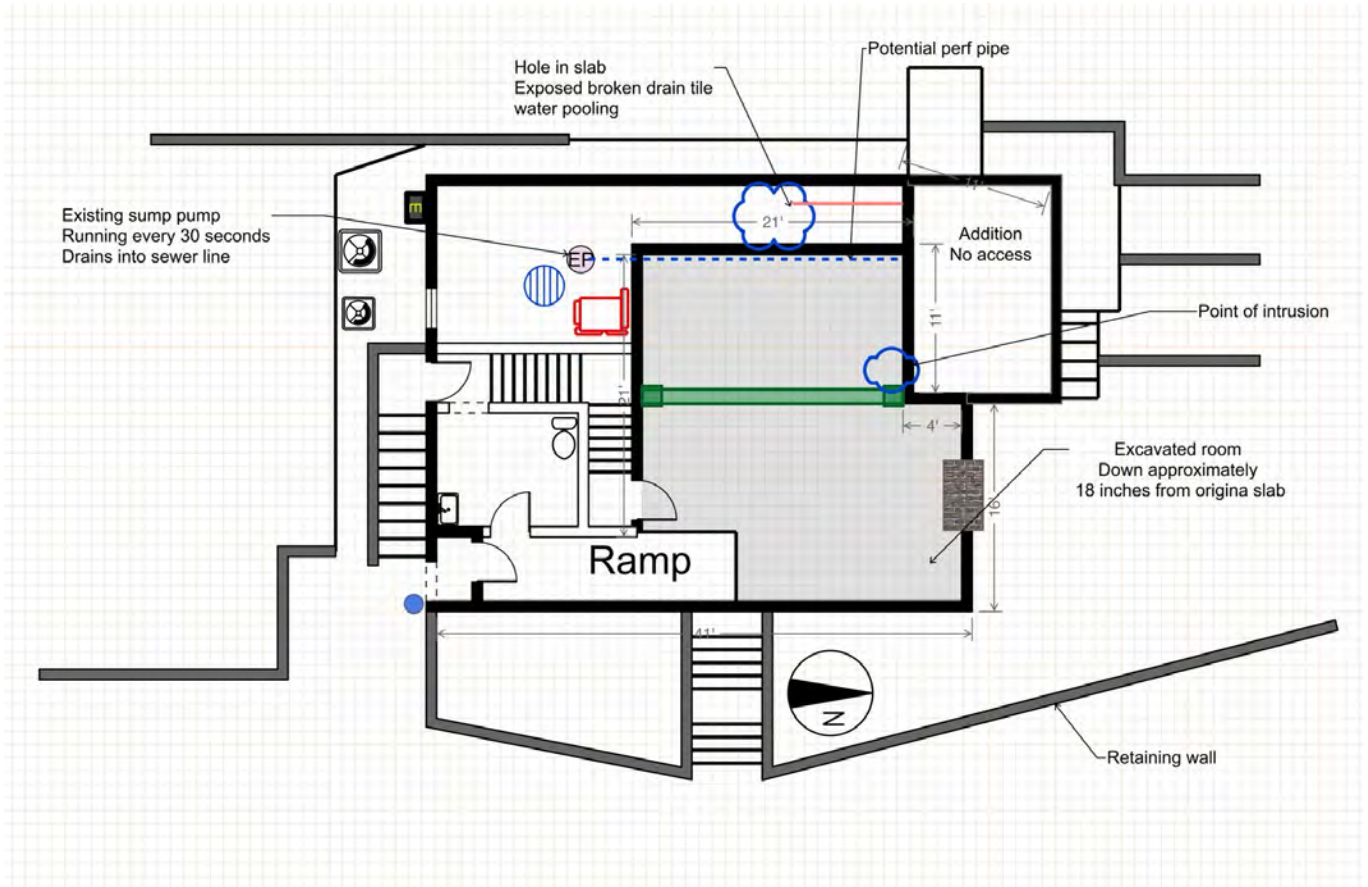
Owner's Signature

Date

Owner's Signature

Date

Recommended Drawing



SPECIFICATIONS

Capacity	@ 80°F/60% RH	100 ppd
	@ 73°F/60% RH	85 ppd
Energy Factor	@ 80°F/60% RH	2.6 L/kW-h
	@ 73°F/60% RH	2.35 L/kW-h
Airflow @ varying E.S.P. (external static pressure - dry coil)	0.0" w.c.	280 CFM
	0.2" w.c.	245 CFM
	0.4" w.c.	210 CFM
Voltage, phase, frequency	120VAC, 1 phase, 60 Hz	
Current draw ⁽¹⁾	6.9 Amps	
Noise	55 dBA ducted	
Dimensions: (cabinet only) ⁽²⁾	Width: 14"	
	Height: 15"	
	Length: 26"	
Unit Weight	64 lbs.	
Shipping Weight	82 lbs.	
Inlet air operating conditions during		
-Dehumidification:	50°F-104°F, 40°F dew point min.	
-Ventilation:	40°F-140°F, 0%-99% RH (non-condensing)	

⁽¹⁾Rated capacity, energy factor and current draw measured at 80°F/60% RH inlet air at 0.0 ESP.

⁽²⁾Height does not include adjustable feet. The width excludes the filter doors and length excludes the duct collars.

FEATURES

Model	E100/E100H	E100C
Casters or leveling feet	Leveling feet	Casters
Control ⁽³⁾	Built-in digital control with display	
Control mounting option	Field-interchangeable from top to front	
Cabinet insulation	½" EPS	
Air discharge orientation	Top or end	
Inlet/Outlet duct collars	10" dia.	
Backdraft damper at outlet	Included	
Filter	Washable MERV 8 (Part Number 5881)	
Refrigerant	R410A	
Coil type	Corrosion-resistant aluminum	
8' Power cord ⁽⁴⁾	Plug Type (E100, E100C only)	
Discharge air temperature rise	10°F-30°F	
Drain connection ⁽⁵⁾	¾" MNPT Threaded	
Included drain tubing	None	10' length
Warranty	5 Years	

⁽³⁾Built-in automatic control capable to be set up for dehumidification and ventilation or zoning.

⁽⁴⁾Model E100H is a hardwired unit and doesn't ship with a power cord.

⁽⁵⁾Threaded barbed fitting included.



Aprilaire®
E-series



MODELS:

E0100: Includes 8 ft. power cord

E0100C: Uses casters instead of leveling feet

E0100H: Terminal connection for hardwiring

PRINCIPLE OF OPERATION

The Aprilaire E100 Dehumidifiers are designed to dehumidify the air coming into the unit by passing the incoming air over an evaporator coil to drop the air temperature below the dew point of the air. Moisture is removed from the air and drained out of the unit to a common floor or waste drain. The air is then reheated in the condenser coil and exits the unit.

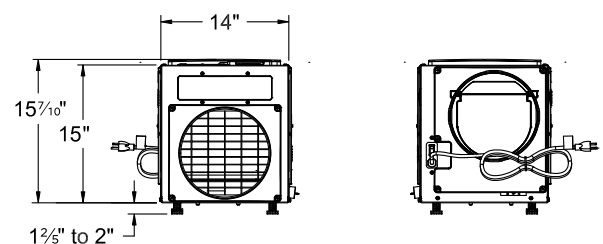
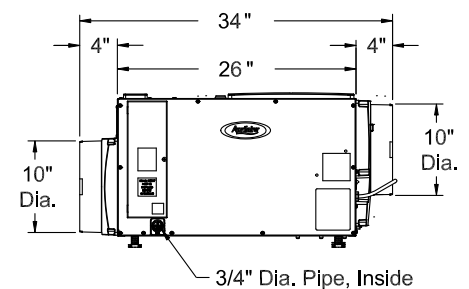
Dehumidification occurs until the set point is reached, then shuts off until periodic sampling determines a need for operation.

APPLICATION

The E100 Dehumidifiers are perfect for a wide range of applications including whole-home dehumidification and control of moisture in basements and crawl spaces.

CIRCULATION

The Model E100 can also be programmed to circulate air, which evens out relative humidity levels and temperature in the treated space, eliminating variations in the environment.

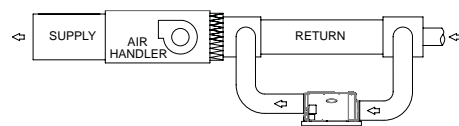


INSTALLATION OPTIONS FOR THE APRILAIRE E100 DEHUMIDIFIERS

Shown in horizontal applications, can be installed in vertical applications as well.

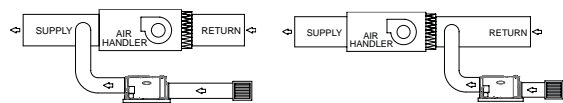
Main Return to Main Return - RECOMMENDED

- This application can be used when a supply duct is not available.
- Air is pulled from the return duct, dehumidified, and returned to the return duct.
- Assures that the dehumidified air is mixed with rest of the air in the duct before it re-enters the house.
- This application is for whole-home dehumidification.



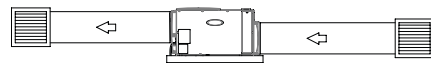
Dedicated Return to Main Supply or Dedicated Return to A/C Return

- This application can be used when a return or supply duct is not available.
- Air is pulled through a dedicated return grille, dehumidified, and returned to the supply plenum or return.
- This application is for whole-home dehumidification.



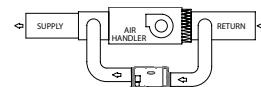
Inlet and Outlet ducted to dedicated grilles

- For homes without duct work. Use of the Model 5546 Living Space Duct Kit recommended.
- Dries a specific area that has a moisture issue (basements, crawl spaces, sealed attics, etc.).
- Dehumidifier can be located in a closet, mechanical room or unfinished area and ducted into a finished room.



Main Return to Main Supply

- Air is pulled from the return duct, dehumidified, and returned to the supply plenum.
- This application is for whole-home dehumidification.



Optional Accessories



Model 5822 Hanging Kit

27" W x 3" H x 38" L

Weight: 18 lbs.

Working Load: 400 lbs.



Model 5546

Living Space Duct Kit

See dedicated grilles installation example above.

Optional Wall-Mount Controls



Model 8620/8620W with IAQ Control

- Universal 2H/2C or 4H/2C HP
- Event-Based™ Air Cleaning
- Humidity or Ventilation
- Touch screen
- Wi-Fi (8620W only)



Model 8910/8910W with IAQ Control

- Universal 3H/3C or 4H/2C HP
- Event-Based™ Air Cleaning
- Humidity and Ventilation
- 2-Part 3-Wire design
- Touch screen
- Wi-Fi (8910W only)



Model 8920W with IAQ Control

- Universal 3H/3C or 4H/2C HP
- Event-Based™ Air Cleaning
- Humidity and Ventilation
- 2-Part 3-Wire design
- Full-color touch screen
- Wi-Fi



Model 76 Wall Mount Dehumidifier Control

- On, Off buttons
- Wall-mounted living space control
- Displays RH and controls to an RH value
- Remote control for crawl space applications and sealed attics

MODEL 76 SPECIFICATIONS

Electrical	External	Remote
Input voltage and current	Voltage: 24VAC +/-20% Current: 25mA (nominal), 50mA (max.) at 24VAC	Voltage: 35VDC (supplied by dehumidifier control board)
Output	Dry contact, normally open	Communication (RS485)
Control	External	Remote
Control range	40% 80% RH	1 (less dry)-7 (more dry) 65°F-40°F dew point
Accuracy	+/-5% RH	See dehumidifier specifications
Differential	3% RH	
Low limit	40°F dew point	50°F dry bulb, 40°F dew point min.
High limit	99°F dry bulb	105°F dry bulb

MEETING DATE April 10, 2024

REPORT ITEM G-1.) Director's Report Executive Director Klaas

Office

- Port Staff continue to address the water in the boardroom (basement) - which has been nearly dry since Wed, Mar 6th.
 - The Port received a bid from TerraFirma Foundation Systems in February. Then per the Commission's request, Staff met with John's Waterproofing and received a second bid. *See F. ACTION ITEMS 3.
 - Staff contacted Crestline Construction and met with their estimator at the Port to discuss the project. After the estimator met with Crestline's management team Crestline decided that this type of work (waterproofing a foundation) is beyond their capabilities, and they will not be giving us an estimate.
 - Griffin Construction was contacted and made a site visit; their earliest availability is in September and would be dependent on a deeper dive into exactly what would be needed to waterproof the foundation externally.
 - Emerick Construction was also contacted, but to date we have not heard back from them.
- Executive Director Klaas attended the final four weeks of the Building Cyber Resilience Program.
 - This past month's modules focused on Implementing Risk Assessment and Security programs in your agency, business impacts of cyber risk, cyber resiliency, Artificial Intelligence pros and cons, how do small security issues stack up to create a big threat, and finally how to install a cybersecurity culture.
 - Executive Director Klaas presented a capstone project titled "AI Devices: Device implants - the risks to business, the environment, and the individuals who possess it."
 - Based on some lessons learned from the Cybersecurity program, the Port will be starting to implement new and improved security measures with the help of an outside contractor. These will be both hardware and software-based solutions to identify threats, protect our resources, detect malicious intent, respond to a threat event, and can recover data.
 - More detailed information on this security framework can be found at the National Institute of Science and Technology Computer Security Resource Center. <https://csrc.nist.gov/>
 - The Port has joined the Multi State Information Sharing and Analysis Center (MS-ISAC) Center for Internet Security. This is a federally funded agency designed specifically for government entities to help with cyber resilience. This membership gives the Port access to security tools, resources and webinars related to cybersecurity.
- Executive Director Klaas, along with Wasco Innovator's Initiative (WII) group members, hosted the first innovator event of the year at Route 30 Burgers, Bottles & Brews. The three speakers were the developer of an optical sorting machine that can be taught to sort anything; a fledgling company that makes "hot tents," a lightweight backpacking tent that can be used in extreme cold and will keep you warm; and a young company that developed a portable, potable water filtration system whose clients are primarily racing sailboats. The venue worked out very well, and all the stories were interesting (where the idea came from, how did they fund their idea, what stage are they in now, and what is their exit strategy).
- Business Oregon scheduled a visit to The Dalles and the Columbia Gorge Regional Airport. We had discussions about limited industrial land, which limits the size of State lead project that we can reposed to. The State folks asked if the Port would consider building a building on speculation because there is a need for small to mid-sized light manufacturing space in this region and in Oregon. At the airport we learned about some of the projects that are on the docket and with the additional fuel capacity available there, there is a lot more air traffic coming to the airport. Also, because the airspace is not controlled (no air traffic control tower), the fire bosses and other emergency aircraft really like being at Dallesport because they can respond almost immediately to an incident. One other interesting item is that the closed runway is getting a lot of use by law enforcement as a place to practice driving maneuvers in a controlled environment.
- Executive Director Klaas is a member of a Department of Land Conservation and Development (DLCD) review committee for updates to Goal 9 - Target Industries Approach to rule making. This is a 3-month appointment where Executive Director Klaas will be providing input and lessons learned to DLCD staff to be used when communities are looking to develop land for industries that they want to target. This work may become more relevant when the City of The Dalles decides to pursue the expansion of the existing urban growth boundary.

The Dalles Marina

- Staff applied for a tourism and visitor grant through the Mt. Hood/Gorge Strategic Investment Fund to do some repairs to the boarding floats in the launch ramp. The Port had some initial repairs done this past month including replacing some of the boarding floats through rods that hold the dock section together. If this grant is awarded to the Port, additional improvements will be made. The Port's public boat launch is becoming more popular every year.
- Launch ramp bathrooms are open for the summer season. North Wasco County Parks and Recreation will again be providing cleaning and basic maintenance services for the Port.

- The boat pumpout/dump station has also been reopened for the summer boating season. Just in time for a Crab Feed at the Yacht Club, which attracts some boaters from out of the area.
- The spring Chinook season is underway on the Columbia River, so the Boat Launch Ramp & Parking Lot traffic is increasing. Pikeminnow Fisherman Transient Guest Moorage reservation requests are trickling in for May.
- Get 'Er Done continues to do a great job of keeping the Transient Guest Moorage, Parking Lot, Launch Ramp Restroom Area (external), Launch Ramp/Docks, and Jetties, clean & orderly. They also keep the small beach between the Launch Ramp & Riverfront Park cleared and the Marina Park (stretch of Port property between the Marina and Lewis & Clark Festival Park/City Terminal) regularly monitored for encampments. This spring/summer the Port will contract with Get 'Er Done to clear much of the brush in the Marina Park to make it harder to establish camouflaged camps.
- President Wallace and Executive Director Klaas met with The Dalles Marina, LLC, Owner/Operator Angie Macnab to discuss items related to the Marina, including the likely master planning project to be undertaken this coming year. Other items discussed include the possibility of moving the controlled access gate on the A finger so the Yacht Club and the Marina office are available to the public, contract changes to consider for the one year management extension, current improvement projects that are happening to boathouses, discussion about winter water shut-off (November 1-April 1) to eliminate broken pipes, and some discussion about D finger dock replacement. Angie will be providing an updated marina tenant list to the Port as well as a proposal for capital projects and the associated timeline.

Other

- Following this report find:
 - SDAO and SDIS Membership Benefits
 - PERS 2023 Superhero Gold Star Award!



SDAO Special Districts Association of Oregon

MEMBERSHIP BENEFITS

Overview

Thank you for your membership! Membership with Special Districts Association of Oregon offers a wide variety of benefits. Below we have provided a quick snapshot of available programs and services from both the association and the insurance program.

SDAO BENEFITS

LEGISLATIVE ADVOCACY – Our highest priority is representing our members before the Oregon Legislature and various state administrative agencies. We also advocate for districts at the federal level through our partnership with the National Special Districts Coalition.

AWARDS PROGRAM – Districts and individuals are recognized each year through our awards program to celebrate their ingenuity, creativity, diversity, and commitment to excellence.

BOARD EDUCATION PROGRAMS – Board members of our district members can enroll in the Board Leadership Academy or Fire District Directors Academy at no charge to further their education on rules and regulations, governance, and leadership.

SDAO ACADEMY – Special district employees can enroll in this professional development program at no charge. It offers current, in-depth training and educational opportunities in three specialty areas.

TRAININGS – Each year, SDAO offers various training programs in response to member input as well as external developments and influences. These trainings are offered throughout the state.

INTERNSHIP GRANT PROGRAM – SDAO offers a matching internship grant to members to assist in meeting or improving loss control and best practices at their district. This grant is offered annually each spring in time for recruiting summer interns.

SCHOLARSHIP AND GRANT FUND – Active board members or employees of a member district can apply for a scholarship that may be used for any SDAO or SDIS course or approved outside educational opportunity such as affiliate conferences or trainings.

RESEARCH AND TECHNICAL ASSISTANCE – Special districts often come with unique challenges. Our research and technical assistance staff can research and respond to your questions as they arise.

NETWORKING GROUPS – We currently offer two networking groups for district staff including the HR Alliance and Finance Alliance.

ONLINE CLASSIFIEDS – SDAO members can post their open positions, RFPs, and items for sale on our website at no charge. Our classifieds page is our most frequently visited page on our website!

INSURANCE PROGRAMS – As a member of SDAO, your district has access to Special Districts Insurance Services (SDIS) insurance programs including property, liability, medical, and dental coverage.

SDIS BENEFITS

BACKGROUND CHECK & DRUG-FREE WORKPLACE PROGRAM – SDIS will pay for the first five drug or alcohol tests and first five criminal history background checks that a member conducts in a calendar year when using this program.

CONSULTING SERVICES – This program offers members enrolled in the general liability program assistance with a variety of services including board training, public and media relations, human resource management, policy development, and more. Members are eligible for up to eight hours of free consulting services each year.

HUMAN RESOURCES ASSISTANCE – Members enrolled in the general liability program have access to human resources services from HR Answers. These benefits include email and phone consultations regarding any HR subject or question, review of current materials, and more.

PRE-LOSS LEGAL SERVICES – Staff are available to provide pre-loss legal advice to members enrolled in the property/casualty program.

RISK MANAGEMENT SERVICES – Our risk management consultants have a broad range of experience with risk management needs on all types of exposures. Members participating in the general liability program or SDAO Service Group through SAIF can utilize these services.

SAFETY & SECURITY GRANT PROGRAM – This matching grant program assists members with funding of safety and security projects that lead to reduced exposure in high-level claims categories.

SDIS LINES OF COVERAGE AVAILABLE

PROPERTY CASUALTY PROGRAM: Property, liability, automobile, crime and cyber coverage.

EMPLOYEE BENEFITS PROGRAM: Medical, dental, life and disability coverage.

SDAO WORKERS' COMPENSATION SERVICE GROUP THROUGH SAIF: Districts enrolled in the SDAO Service Group for workers' compensation through SAIF are eligible for up to a 10% discount by being a member of SDAO.

The logo for the Special Districts Association of Oregon (SDAO) is displayed in white text on a dark blue background. The letters 'S', 'D', 'A', and 'O' are separated by vertical lines. To the right of the 'O', the full name 'Special Districts Association of Oregon' is written in a smaller font. The background of the entire page features a collage of various landscape and building images.

S | D | A | O Special Districts
Association of Oregon

Are you interested in learning more about these programs and services?

Please contact SDAO Member Services at

800-285-5461 or

memberservices@sdao.com.



Congratulations you submitted 100% of your 2023 reports on or before their due dates. This is a huge accomplishment that I truly appreciate.

Thank you for your partnership with PERS and a great reporting year!

Felicia Lee

PORT OF THE DALLES AGENDA ITEM

MEETING DATE April 10, 2024

REPORTS ITEM G-2.) The Dalles Marina, LLC, Q3/FY 2023-2024 Concessionaire Report Owner/Operator Macnab

The following submitted by Owner/Operator Angie Macnab.

Meeting Date: **April 10, 2024**

Subject: **Marina Report for January-March 2024**

Items completed this quarter:

- Spring Clean up at the Marina on Marina and Guest Moorage side
- Cleaned shed and boat garage
- Maintenance on boat
- Parking Lot Blown
- Letters sent to Marina tenants for maintenance on boathouses
- Top of the dock water turned on and hoses back on docks
- C finger leveled

Projects in Progress:

- Completed business plan for dock replacement on D finger
- Waiting for lease renewal for the Lock system with a security app instead of locks.
- Future of leasing the Marina.
- Updating the security system at the marina
- Adding additional garbage service
- Summer plants at the marina
- Currently waiting for diver to come out to level storage shed
- Arrange for diver to come and put additional floats through out the marina

What's going on at the Marina:

- B finger has still been super busy with new construction. Everything looks amazing.
- B9 is 80% percent completed
- B3 is getting ready to be built
- C17 boathouse is about 95% complete. Additional Floats were installed
- B22 has been identified that new stringers and floor need to be installed to be able to sell and stay in the Marina. That has been contracted out and is 90% completed
- To date there are two boathouses for sale at the Marina.
- It was a very difficult winter with all the snow and ice. In efforts to keep the tenants safe, the ramp going straight down was closed off to prevent any liability. We were shoveling a couple of times a day and also contracted out with Elias landscaping a couple of times for the walkways and they plowed the parking lot a few time. We ended up buying a snow plow due to all of the snow.

The Dalles Marina
Profit & Loss
July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>
Ordinary Income/Expense	
Income	60,414.51
Expense	
Accounting Fees	725.00
Automobile Expense	1,194.82
Background Checks	23.00
Bank Service Charge	44.94
Contracted Services	
Algae	1,500.00
Total Contracted Services	1,500.00
Credit Card Fee	9,468.72
Insurance Expense	
Liability	1,078.40
Insurance Expense - Other	2,943.74
Total Insurance Expense	4,022.14
Landscaping and Groundskeeping	3,320.00
Maintenance and Supplies	7,437.43
Office Supplies	521.00
Professional Fees	
legal Fees	11,484.00
Total Professional Fees	11,484.00
Repairs and Maintenance	2,607.13
Small Tools and Equipment	294.96
Taxes	8,172.00
Travel and entertainment	1,050.17
Utilities	
Electricity	2,357.23
Garbage	3,043.52
Internet	1,210.00
Water	9,503.83
Total Utilities	16,114.58
Total Expense	67,979.89
Net Ordinary Income	-7,565.38
Other Income/Expense	
Other Income	
Interest Income	52.07
Total Other Income	52.07
Other Expense	
Donations	10.00
Total Other Expense	10.00
Net Other Income	42.07
Net Income	<u><u>-7,523.31</u></u>