

**PORT OF HOOD RIVER COMMISSION**  
**Tuesday, May 5, 2015**  
**Marina Center Boardroom**  
**Upon Conclusion of Budget Committee Meeting**

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**Regular Session Agenda**

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30 minute limit)
  3. Consent Agenda
    - a. Approve Minutes of April 21, 2015 Regular Session – [Page 3](#)
    - b. Approve Lease Addendum #2 with Hood River Distillers, Inc. at 910 Portway Avenue – [Page 7](#)
    - c. Approve Lease Addendum #2 with Double Mountain, LLC at 910 Portway Avenue – [Page 11](#)
    - d. Approve Lease with John Herron at 700 E. Port Marina Drive – [Page 15](#)
    - e. Approve Lease with Vela Agency, dba Locus Interactive at 700 E. Port Marina Drive – [Page 17](#)
    - f. Approve Lease with Solstice Wood Fire, LLC for 1,000 s.f. at 405 Portway Avenue – [Page 19](#)
  4. Director’s Report – *Michael McElwee, verbal report*
  5. Action Items
    - a. Approve Revised Marina Moorage Rules and Regulations – *Laurie Borton* – [Page 21](#)
  6. Commission Call
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7. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
  8. Possible Action
  9. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541-386-1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

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**Port of Hood River Commission  
Regular Session Meeting Minutes of April 21, 2015  
Marina Center Boardroom**

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***THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.***

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**Present:** Commissioners Jon Davies, Fred Duckwall, Rich McBride, and Hoby Streich; Port Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and Laurie Borton

**Absent:** Commissioner Brian Shortt

**Media:** Patrick Mulvihill, Hood River News

**1. Call to Order:** President McBride called the meeting to order at 5:01 p.m.

a. Modifications, Additions to Agenda: None.

**2. Public Comment:** Isa Silver expressed concern that the Marina Planning meeting on April 16 with consultant Larry Halgren and the Marina Ad-hoc Committee would not achieve much because there was no structure with stated assignments, goals and values in her opinion. Silver recommended talking with a broader spectrum of current and potential users and suggested the Hood River Yacht Club was not a good representative of the Marina users per se. Heather Staten, Polly Wood, Helen James, and Linda Maddox expressed their concerns with the gap in the Nichols Basin West Edge Trail between Port property and the Naito's hotel development. The seven foot elevation difference that was recently identified will be a "glaring flaw" and encouraged the Commission there was still time to take care of it.

**3. Consent Agenda:**

- o Approve Meeting Minutes of April 9, 2015 Spring Planning Work Session and Regular Session
- o Approve Month-to-Month Lease with Perry Platt for Jensen Breezeway Unit No. 5
- o Approve Addendum to Airport Land Lease with John and Julie Benton
- o Approve Account Payable to Jaques Sharp Attorneys at Law in the Amount of \$5,913

**Motion:** Move to approve Consent Agenda

**Move:** Davies

**Second:** Duckwall

**Discussion:** Davies cited a potential conflict of interest with the Accounts Payable item due to his Columbia River Insurance client relationship with Jaques Sharp Attorneys at Law

**Vote:** **Aye:** Davies, Duckwall, McBride, and Streich

**Absent:** Shortt

**MOTION CARRIED**

**4. Reports, Presentations and Discussion Items:**

a. **Financial Review Ending March 31, 2015:** Finance Manager Fred Kowell reviewed financials for the 9-month period ending March 31 briefly summarizing the Port is a little over on Materials and Services (M&S) in certain areas, and with the exception of Waterfront Recreation, revenues are on track. Capital projects are under budget as certain projects are now through the contract phase and into construction phase. Kowell stated a budget adjustment would be brought to the Commission at fiscal year end to shore up any budget variance with respect to M&S and capital outlay. There was Commission consensus that it was helpful to continue receiving quarterly updates.

b. **Lot 1 Site Disposition Development:** This topic was brought forward from the April 9 spring planning work session. Anne Medenbach, Development/Property Manager; and Michael McElwee, Executive Director spoke about the need for direction on ways to move forward with a preliminary development policy. Walker|Macy will use the prior Group McKenzie concept plan and the recently adopted City Waterfront Refinement Plan efforts to present policy discussions with the Commission. With multiple considerations and parameters, McElwee stated he thought there was a way the Port could move forward with development on the west side of Lot 1 prior to a formal policy being in place. The Commission was informed a draft policy would be brought back for consideration and further discussion in June and that meetings for public comment would be held. The Commission did state that job density should be a consideration and they would be interested in reviewing different financial and capital scenarios in helping to determine balancing criteria of current economic financing versus the unknown future.

**5. Director's Report/Informational Items:** The Commission will meet at 5:00 p.m. on Tuesday, May 5 for a Budget Committee meeting, and a short regular session meeting will follow adjournment of the Budget Committee. Jean Hadley, Front Desk Receptionist, was acknowledged for her work in updating the Port's Emergency Action Plan. Bridge lifts will be occurring monthly at 4:30 a.m. and Facilities staff members John Mann, Lewis Ambers, and Steve DePriest were acknowledged for their efforts. Pacific Northwest Waterways Association will hold its summer conference in Hood River June 22-24. Commissioners were asked to contact staff if they were interested in attending. A Facebook report indicated a dog that frequented the Event Site had been poisoned. Port Facilities crews were diligent in scouring the site but found no traces of poison. Construction photos of the Nichols Basin Trail project were displayed. McElwee reported he had been working with City Planning Director Cindy Walbridge, City Administrator Steve Wheeler, and Bob Naito of NBW Hood River regarding the gap at the connection on the south end of the trail. Discussions will be continuing with regard to options and roadblocks that need to be addressed. McElwee also noted that Walker|Macy had been requested to design options and an agreement may be required involving Friends of the Waterfront, Naito, and the City to ensure a resolution with the U.S. Army Corps of Engineers and Mr. Hattenhauer, the neighboring property owner. The City and Hood River Valley Parks & Rec are seeking to move forward with construction of a dog park on City/Port property west of the sewer treatment plant and it was noted that further discussion would occur. McElwee also noted that David Ryan, Hood River Juice Company, had quickly complied with a request to remove landscaping on Port property that adjoined HRJCO property.

**6. Commissioner, Committee Reports:**

- a. **Airport Advisory:** Kowell reported on the April 1 meeting for the purpose of providing input on airport master planning issues, with direction to address the following: create a stopway for runway 25; South Side Taxiway is preferred but with an assurance there is a way to move across Airport Drive to the south; ensure scheduling for the south side is done in a manner that will have the least amount of disruption to the FBO's operation; when a new FBO is considered for the north side improvements, consider a temporary structure until other improvements are made, such as a jet fuel tank; and there was a recommendation to swap land that WAAAM would like to have with another piece that would be helpful for the Port.
- b. **Waterfront Recreation:** McBride reported the meeting was lightly attended and another meeting would be scheduled. At the April 7 meeting, Waterfront Coordinator Liz Whitmore reviewed

projects and the upcoming season. 2015 will be the final of the 3-year concession period for teaching and food vendor concessionaires. Hood River WaterPlay has notified the Port it will opt out of year 3 of the concession permit; and a request for a SUP container at the Hook has been received but no decision had been made.

**c. Urban Renewal Agency:** Davies and Streich reported on the April 13 meeting. The State Street restrooms are now complete; projects for The Heights were discussed; and budget preparations are underway. An Urban Renewal Agency Advisory Committee has been formed that will run autonomously and offer recommendations to the Agency Board.

**d. Marina Ad-hoc Work Session:** Davies offered his opinion of the April 16 meeting saying it was a good meeting and he appreciated various project ideas that could be done without a big investment. Counter to the opinion of Ms. Silver during public comment, McElwee stated that Larry Halgren, Halgren & Associates, who has a wealth of knowledge and is enormously experienced, had been provided with a specific scope and that the process was not a master plan.

**7. Action Items:**

**a. Approve Contract with Gorge Electric for On-Call Services in an Amount Not to Exceed \$20,000:** *Prior to entering into any discussion on this item, Davies declared a direct conflict of interest as Gorge Electric is a client of Columbia River Insurance and Davies worked with the client on this specific project. Davies left the room during the discussion.* Medenbach reported the one year contract allows Gorge Electric, who has worked for the Port for years and expressed interest in working on the bridge’s electrical componentry, to work on an ‘on call’ basis and requires them to respond to emergencies in addition to working during normal business hours. Gorge Electric employees have/will have training on specific bridge electrical systems and will always work on the bridge with a Port employee or representative. The Port has agreed to pay for the insurance annual premium up front and normal working rates thereafter. Medenbach also noted that ACE, the bridge insurer, and SDIS had read and approved the contract language.

- Motion:** Move to approve contract with Gorge Electric for on-call services in an amount not to exceed \$20,000
- Move:** Duckwall
- Second:** Streich
- Vote:** **Aye:** Duckwall, McBride, and Streich  
**Abstain:** Davies  
**Absent:** Shortt

**MOTION CARRIED**

**b. Authorize Issuance of Notice of Award and Execution of Public Improvement Contract, Contingent Upon No Bid Protests, to S-2 Construction for the E. Port Marina Drive Road Reconstruct Project Not to Exceed \$47,120 Subject to Legal Counsel Review:** Medenbach reported that pricing on bids to reconstruct E. Port Marina Drive were good and tightly priced. The project, which will not begin until September 2015, was bid early for best pricing and contractor availability.

- Motion:** Move to authorize issuance of Notice of Award and execution of Public Improvement Contract, contingent upon no bid protests, to S-2 Construction for the E. Port Marina Drive Road Reconstruct Project not to exceed \$47,120 subject to legal counsel review
- Move:** Davies

**Second:** Duckwall  
**Vote:** **Aye:** Davies, Duckwall, McBride, and Streich  
**Absent:** Shortt

**MOTION CARRIED**

**8. Commission Call:** None.

**9. Executive Session:** Regular Session was recessed at 7:00 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

**10. Possible Action:** The Commission was called back into Regular Session at 7:30 p.m. The following action was taken as a result of Executive Session:

**Motion:** Move to approve land lease with Taelor Roberts Coffee for Lot 5000 on Tucker Road next to Twin Peaks Restaurant subject to legal counsel review

**Move:** Duckwall

**Second:** Streich

**Vote:** **Aye:** Davies, Duckwall, McBride, and Streich

**Absent:** Shortt

**MOTION CARRIED**

**11. Adjourn:** President McBride adjourned the meeting at 7:31 p.m.

Respectfully submitted,

\_\_\_\_\_  
Laurie Borton

ATTEST:

\_\_\_\_\_  
Rich McBride, President, Port Commission

\_\_\_\_\_  
Hoby Streich, Secretary, Port Commission

## Port of Hood River

## Commission Memo

**To:** Commissioners  
**From:** Anne Medenbach  
**Date:** May 5, 2015  
**Re:** Hood River Distillers - Lease Addendum #2

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Hood River Distillers, Inc. (HRD) has been a tenant in the 21,700 s.f. of the Maritime building since 2012. Their current lease term ends September 30, 2017 with two (1) year extension options, extending the lease to 2019.

Double Mountain Brewery has a lease of the remaining 12,100 s.f. through 2017 with two (1) year extensions through 2019, subject to Commission approval. The current lease requires that once Double Mountain vacates the building, HRD must to take over their lease.

HRD would like to extend their initial lease term through September 30, 2019 and keep the two (1) year extension options, as well as all other original terms. Staff recommends granting this extension, with the clear caveat that no repairs of major building components will be completed by the Port during the extension terms. Regular maintenance will continue.

The Port will require HRD take over Double Mountains leased space once Double Mountain's extension options have been exhausted.

**RECOMMENDATION:** Approve Lease Addendum #2 with Hood River Distillers, Inc. at 910 Portway Avenue.

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**ADDENDUM NO. 2 TO LEASE**

**Whereas**, the Port of Hood River (“Lessor”) and Hood River Distillers, Inc. (“Lessee”) entered into a Lease of 21,700 square feet in the Maritime Building located at 910 Portway Avenue, Hood River, Oregon (“building”) under a Lease dated September 21, 2012 (“Lease”); and

**Whereas**, on February 12, 2014 the effective date of the Lease payment was amended to begin November 1, 2013; and

**Whereas**, Lessee wishes to extend their original Lease term through September 30, 2019; and

**Whereas**, Lessee wishes to have the opportunity in the future to lease the adjacent 12,100 square feet of warehouse space in the building currently leased by Double Mountain Brewery;

**Therefore**, the parties agree as follows:

1. The Lease term is extended through September 30, 2019.
2. If Lessor requests Lessee to do so, when Lessor’s lease of building space to Double Mountain Brewery ends Lessee agrees to add that adjacent warehouse space (12,100 square feet) to the Lease, by Lease amendment. The square foot rental rate for the additional 12,100 square feet shall be the same rate Lessee pays for the 21,700 square feet of building space, as of the expiration date of the Double Mountain Brewery lease.
3. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the Lease, Lessee has the option to extend the Lease for two (1) year extension term(s) through September 30, 2021, provided Lessee gives Lessor written notice of Lessee’s intent to extend the Lease for the extended term on or before June 30 of the year in which the Lease term will terminate if the extension is not timely exercised.
4. Lessee understands and agrees that after September 30, 2019, building space leased to Lessee will be leased in “as is” condition; Lessor will have no obligation thereafter to make any improvements or repairs to any building system, including to the roof, siding, electrical system, heating or cooling system or structural components.
5. Except as modified by this Lease Addendum No. 2, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

PORT OF HOOD RIVER,  
An Oregon Municipal Corporation

By: \_\_\_\_\_  
Michael S. McElwee, Port of Hood River Executive Director

HOOD RIVER DISTILLERS, INC.

By: \_\_\_\_\_  
Lynda M. Webber, Vice President and General Manager

DRAFT

## Commission Memo

**To:** Commissioners  
**From:** Anne Medenbach  
**Date:** May 5, 2015  
**Re:** Double Mountain Brewery - Lease Addendum #2

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Double Mountain, LLC, dba Double Mountain Brewery has been a tenant in the 12,100 s.f. of the Maritime building since 2012. Their current lease term ends September 30, 2017 with no extension. Double Mountain is requesting two (1) year extension options, extending their lease to 2019.

Staff recommends granting the extension, with the clear caveat that no repairs of major building components will be completed by the Port during the extension terms. Regular maintenance will still occur.

**RECOMMENDATION:** Approve Lease Addendum #2 with Double Mountain, LLC, dba Double Mountain Brewery, at 910 Portway Avenue.

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**ADDENDUM NO. 2 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and Double Mountain L.L.C., ("Lessee") entered into a lease of 4,000 square feet at the Maritime Building, effective July 1, 2012 ("Lease"); and,

Whereas, the leased premises expanded by 8,497 sf to a total of 12,100 sf as of December 1, 2012, and,

Whereas, on April 15, 2015 inconsistencies in the lease were clarified such that the termination date is June 29, 2017 and the reconfigured premises is 12,100 square feet, and

Whereas, Lessee would like to add two (1) year lease extension options to the initial term, ending June 29, 2017; and

Therefore, all parties agree to the following additions to the lease, to be added to Section 2, "Term",

1. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for two (2) extension term(s) of one (1) year, through June 29, 2019, provided Lessee gives Lessor written notice of Lessees' intent to renew the lease for the additional term while the lease is in effect. To be effective, Lessee's notice to renew must be given to Lessor no later than 90 days prior to the lease termination date.

Unless inconsistent with the modifications above, all terms of the Lease shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Michael S. McElwee, Port of Hood River, Executive Director

By: \_\_\_\_\_  
Matt Swihart, Double Mountain, LLC, Manager

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## Port of Hood River

## Commission Memo

**To:** Commissioners  
**From:** Anne Medenbach  
**Date:** May 5, 2015  
**Re:** John Herron - Lease

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John Herron has been a tenant in the Chamber building since 2012 (previously under the tenant name Veolia Water). He currently leases 313 s.f. with a term that expires June 30, 2015.

He would like to have a new lease for 3 years with two (1) year extension options, which would carry the lease through June 30, 2020.

Staff recommends approval of the new lease with no rate increase for the first year, but moving the lease to a NNN structure. This will allow the Port to recoup more utility/service costs. A CPI increase will be in effect for the extension option.

**RECOMMENDATION:** Approve Lease with John Herron at the 700 E. Port Marina Drive, subject to legal counsel review.

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**Port of Hood River**

## Commission Memo

**To:** Commissioners  
**From:** Anne Medenbach  
**Date:** May 5, 2015  
**Re:** Vela Agency LLC, dba Locus Interactive - Lease

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Locus Interactive has been a tenant in the Chamber building since 2012. They currently lease 482 s.f. of office space and employ three people. Their current lease term expires June 30, 2015.

They would like to have a new lease for one year with one (1) year extension option which would carry the lease through June 30, 2017.

Staff recommends approval of the new lease with no rate increase for the first year, but moving the lease to a NNN structure. This will allow the Port to recoup more utility/service costs. A CPI increase will be in effect for the extension option.

**RECOMMENDATION:** Approve Lease with Vela Agency, dba Locus Interactive, at 700 E. Port Marina Drive, subject to legal counsel review.

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## Commission Memo

**To:** Commissioners  
**From:** Anne Medenbach  
**Date:** May 9, 2015  
**Re:** Solstice Wood Fire LLC - Lease

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Solstice Wood Fire LLC would like to lease space in the Expo Building, just for storage, no dough/food preparation.

Staff recommends that the Port lease the NE corner of the warehouse to Solstice on a month to month basis. There will be no janitorial or other day to day maintenance and the space is leased in "as is" condition. The Port will continue to run all utilities to the building, but costly maintenance items will not be addressed.

Staff has contacted Key Development who has reviewed the lease and accepted the terms as being in line with their purchase of the building.

**RECOMMENDATION:** Approve lease with Solstice Wood Fire, LLC for 1,000 s.f. at 405 Portway Avenue, subject to legal counsel review.

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## Commission Memo

**To:** Commissioners  
**From:** Laurie Borton  
**Date:** May 5, 2015  
**Re:** Revisions to Marina Moorage Rules and Regulations

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Current Moorage Rules and Regulations (“Marina Rules”) have been revised based on input from Marina staff and the Marina Ad-hoc Committee. The last previous revision was in February 2013. If approved, tenants would be advised by email on May 6 that revised Marina Rules can be viewed on the Port’s website.

The following are key changes to the attached draft revisions:

- Requires a 60-day termination notice which also includes payment for all fees owed during that time. This responds to action taken by the Commission at the November 20, 2014 meeting.
- Fees for water, garbage, and electric usage are now specified in the Marina Rule Electric charges exceeding the base rate will be billed quarterly.
- Clarification of the use of approved electrical cords; the administrative fee charged for Wait Lists; and new language about the Marina electric system and electric shock hazards.
- Clarification of Betterment List requests. The Marina Ad-hoc Committee had suggested truing up this list by charging a fee to remain on this List. Time managing a Betterment move is much less than managing the Wait List so staff is not recommending a charge at this time for the Betterment List. This will be monitored during the year for a possible future change. The edit does, however, clarify that a current tenant requesting a move into a different slip classification is not considered as a Betterment move but is instead a Wait List request that does require payment of the \$100 administrative fee.

**RECOMMENDATION:** Approve revised Marina Moorage Rules and Regulations.

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## PORT OF HOOD RIVER 2015 MARINA MOORAGE RULES & REGULATIONS

The word "Port" as used herein shall mean the Port of Hood River, and when appropriate may mean any person authorized to represent the Port. The word "Tenant" is used to indicate the owner of a boat, boathouse, or floatplane moored legally within the Port of Hood River Marina as per the conditions of a signed Moorage Rental Agreement or Boathouse Lease. The word "boat" includes boathouse or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, rules, and ordinances, including but not limited to the Marina Moorage Rules & Regulations. The Port may from time to time adopt, amend or repeal rules or regulations governing the use of the Marina and slips. Marina rules or regulations or amendments to such rules and regulations shall be posted on the Port's website at [www.portofhoodriver.com](http://www.portofhoodriver.com), and shall be effective on the website posting date unless a later date is specified by the Port.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port of Hood River and shall be berthed or anchored only where authorized by the Port.

The Marina is a private facility owned and operated by the Port of Hood River, and the intended use of a slip is for recreational purposes and not as a storage facility. Any commercial activity requires a separate agreement and may or may not be granted.

### Agreements

- A Moorage Rental Agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing of a boat slip by a person who is not a boat owner is prohibited.
- All boats MUST be moored in the slip assigned to Tenant per Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- Tenant acknowledges that the Tenant has inspected the Marina and Slip and has satisfied the Tenant that the same are in good condition and repair and are adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition.
- The Port reserves the right to relocate Tenants to another moorage slip at any time.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
- Boats shall be tethered only to the cleats for their assigned slip.
- Boat partnerships must have all parties identified on the agreement, title and insurance coverage.
- No offensive activities shall be carried on by the Tenant at or in the immediate vicinity of the Marina. (The Port reserves the right in the Port's discretion to determine whether an activity is considered "offensive".) Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, the Marina, or the premises adjacent to, nor shall anything be done thereon which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the

Marina or of the adjoining property. The Port reserves the right in the Port's discretion to determine whether an activity is considered "offensive".

- Tenant shall be responsible for and secure compliance with the terms of this agreement by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

### **Betterment Lists**

- A "Betterment List" requesting specific slip numbers is available only for annual Tenants whose accounts are in good standing, i.e., no unpaid balances, and Tenant must be easily reached and readily available to make a move within three (3) business days when offered. If a move is offered, but declined by a Tenant, or no response is received from a Tenant within three business days, or if a Tenant fails to move their watercraft to the slip offered by the Port within the time allowed, the Tenant's right to move their watercraft to another slip will expire. The Tenant will, however, retain their place on the Betterment List. All outside end slips are exempt from Betterment List requests, and requests for specifically numbered slips on eastside C-dock will not be accepted.
- No fee will be charged when a Tenant requests a "Betterment" move to a slip that will accommodate the current watercraft. If a Tenant requests a boat slip that is different from their current classification, this is not considered a "Betterment," and the tenant will need to apply for the appropriate "Wait List" and pay an Administrative fee that is non-refundable and not applied to moorage.

### **Bulletin Board**

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to [marina@portofhoodriver.com](mailto:marina@portofhoodriver.com); by calling the Marina Manager at (541) 386-7263; or by dropping a notice at the Port office. All notices must be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items "For Sale" will be posted for no more than three (3) weeks.

### **Fees**

- Annual Tenants have two moorage payment options: single payment due by January 31; or half payment due by January 31 with balance paid in full by April 30, plus a \$15 fee due April 30. If at least half payment is not received by the Port by January 31, moorage must be immediately paid in full, plus a \$15 fee.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed each quarter. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed quarterly. If the electrical usage is more than \$5/month, the actual cost will be billed. The charge for water/garbage and for electrical spreads out the total cost over the year even though most of the use occurs during the summer. Fees payable include annual Port assessments, if any.
- Time and material charges may be charged to the Tenant if Port staff attends to boats in danger of sinking or causing damages to other boats or Port property.



- Accessory Watercraft:
  - Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable used in service of boat and proper registration and insurance is provided.
  - Non-Motorized (In Water): Non-motorized accessory watercraft, commonly identified as dinghies, kayaks and inflatables, that are secured in the water shall not incur a monthly fee if it is secured within the footprint of the Tenant's slip between the dock and the Tenant's boat and does not extend beyond the beam, at the widest point, of the Tenant's boat. The Port has the final judgment on whether any accessory watercraft in the water is too big for the slip. If the Port determines an accessory watercraft is too big for a Tenant's slip the Tenant will have the option to immediately remove the watercraft from the Marina or renting a second slip, if available.
  - Non-Motorized (On Walkways or Slip Fingers): Main walkways and slip fingers shall be obstacle-free of boat supplies, accessories, and debris of a Tenant, Tenant guest or visitor. After describing type and manner of installation and receiving written permission from the Port, Tenants may install a storage box in the slip "triangle" so long as it does not extend on to the adjacent walkways or slip fingers.
- Statements are payable by the Tenant within thirty (30) business days of the statement date.

### **Guest Moorage**

- No boat may be moored in a Marina Slip unless a current Moorage Rental Agreement is in effect between the Owner of said boat and the Port.
- Visitors may use the guest dock at the boat launch on the east side of the Marina. If a visitor uses the east side guest dock overnight they will be charged and be responsible to pay the Port overnight use fee. Use of the guest dock shall not exceed the maximum limit according to current Oregon State Marine Board guidelines, or other limit imposed by Port ordinance, Marina rule or regulation. .

### **Hold Harmless**

- The Tenant agrees at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, his or her agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.

### **Insurance**

- Moorage Tenants must provide a marine/watercraft insurance policy with general liability limits of at least \$500,000, and moorage Tenants having fuel capacity of 30 or more gallons shall also provide, as part of the general liability coverage, proof of Pollution Liability coverage to a limit no less than \$100,000.

- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River shall be named as additional insured on all insurance policies required to be maintained by the tenant. A certificate of said insurance, issued in the name of the Port, shall be provided at the beginning of Tenant's moorage term. The Port shall have the right to receive written notice prior to insurance cancellation. Failure to provide or keep in force such insurance shall be a Tenant violation of these rules, and default of the Tenant's moorage rental agreement and be grounds for the Port to terminate the Tenant's lease. Insurance must remain in force even when the boat is not occupying the slip.
- The Port is not responsible for any losses or damage to boats in the Marina. Each Tenant will be held responsible for damage that he or she may cause to other boats in the Marina or for damage to any structure. Any boat that may sink in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port incurs salvage expenses Tenant will promptly reimburse the Port for said expenses.

### **Keys/Key Cards**

- Tenants may receive up to two key cards at no charge.
- Tenants may receive a maximum of 4 cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee, per additional key card issued after two key cards.
- Damaged or lost key cards will be de-activated and replaced at no charge for the first two replaced cards.
- Key cards will be only issued to Marina Tenants and Sublease Tenants approved by the Port.
- Keys, issued to South Basin Dock Tenants, shall not be duplicated. A \$50 deposit, per key, is required. The deposit is refunded when moorage is terminated and the key is returned or shall be retained by the Port if a key is not returned.

### **Liveaboards**

- There shall be no living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats in the Marina for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion.

### **Maintenance**

- Boats shall be in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. If a vessel is subject to these conditions, it shall be removed from the Marina or temporarily repaired or stabilized through reasonable measures at the Tenant's expense.
- Port and its agents and employees shall at all times have access to each Tenant's boat while moored at the Marina for the purpose of inspection, fighting fires or remedying or prevention of any casualty or potential hazard to the boat or the Marina.
- Any alteration of a slip is subject to prior written approval by the Port.
- In an emergency situation, an attempt will be made to contact the Tenant via the emergency contact information on file. In the event there is no response within 12

hours and Port staff determines that a boat is in danger of sinking or causing damage to other boats or Port property, the Port staff or agents may board the boat and stabilize it. The Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.

- Tenant shall be responsible for any and all damage to the Marina, including slip, caused by Tenant's boat or activities.
- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In-water hull scraping or removal of paint below the water line is prohibited.
- All maintenance issues are to be reported to the Port of Hood River office by phone, by email to [marina@portofhoodriver.com](mailto:marina@portofhoodriver.com), or in person to ensure appropriate follow-up of items reported.
- Tenants will be notified 24-hours in advance of any scheduled maintenance work affecting all slips so that the Tenant has the option of being present when the work is done.

### **Notices to Tenants**

- News of interest from the Port to the Tenants will be by means of electronic mail. Tenants will need to update Spam filters to allow mail from the [portofhoodriver.com](mailto:portofhoodriver.com) or [gmail.com](mailto:gmail.com) domains.
- Any notification of rules, regulations, or violations shall be in writing and shall be effective when delivered. Delivery will be by email and/or U.S. Postal Mail addressed to the parties at the address stated in the moorage agreement.

### **Parking/Special Events**

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding 3 days must be approved in advance in writing by the Port.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port written approval. Parking of boat trailers and vehicles in the boat ramp parking lot is "day use only."
- Overnight camping is prohibited in the parking areas.
- The Port, at its discretion due to special events in the adjacent park area, may limit access to the Marian parking lot, the hours of operations of the Marina facilities or limit the number of people that may access any moorage slip, or both. The Port will attempt to provide notice at least seven (7) days in advance by posting signage at the walkway entrance and on the Port's website ([www.portofhoodriver.com](http://www.portofhoodriver.com)).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle may be towed from the site at the vehicle owner's expense.

**Pets**

- Dogs MUST be kept on leashes at all times on Port property, including the docks. “Pet Pick Up” bags are available near the gate for owners to clean up after their pets. Absolutely no waste may go into the water.

**Safety/Security**

- Main walkways and slip finger walkways shall be obstacle-free of boat supplies, accessories or debris. Water hoses and electrical cords shall be neatly coiled when not in use. The Tenant must remove anything from the Marina that does not fit onto the boat or into a locker. Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures in the Marina. All lockers, chests, dock boxes and cabinets must fit within the triangle space at each slip and must not overhang or be placed in walkways.
- No swimming, diving, fishing, or fish cleaning will be permitted in the Marina.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times. Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant’s boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Graywater and sanitary waste shall not be discharged in the Marina except at an operable pump-out station, nor will refuse be thrown overboard. Garbage shall be deposited in receptacles supplied by the Port. Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.
- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning your boat.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- Boats not marked or identified as required by law will not be permitted within the Marina.
- All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- All mooring lines must be in good condition and not have any visible fraying.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.
- Electrical cords must be kept in good condition and be coiled, with no cords in the water. Tenant must use a proper 30/50 amp cord and plug that is approved for Marina use. Port-approved electrical cords are available for purchase at the Port office.
- The Marina is an area where electrical shock hazards can occur. It is the Tenant’s responsibility to insure that electrical safety is maintained on and around their vessel.

Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. NO EXCEPTIONS.

### **Garbage/Recycling**

- Garbage and recycling receptacles are available at or near the Marina gate for use by Marina Tenants only.
- See "Fees" section regarding the annual garbage charge.
- Garbage or other refuse of any type must always be placed in appropriate containers. It may not be left at the Tenant's slip or on the walkways. Receptacles are not intended for disposal of personal belongings brought from home.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

### **Subletting**

- Annual tenants may be allowed to sublease their slip to another boat owner based on the following Sublease Policy:
  - ❖ **Tenant Responsibility**
    - Tenant must notify Port of boat absence of more than 30 days.
    - Tenant must complete and return a signed Moorage Sublease Authorization and Agreement form available at the Port office.
    - Tenant must maintain their required insurance policy throughout the duration of the sublease even if boat is not in Tenant's slip.
    - The maximum sublease term is a 12 month period subject to Port approval. The Tenant's boat is otherwise expected to occupy the slip.
    - Tenant shall be responsible for any payment of slip rate or utility fees not made by the Sublessee.
  - ❖ **Sublessee Responsibility**

The following actions shall be taken before a Sublessee may occupy a slip:

    - Complete and return a signed Moorage Sublease form available at the Port office.
    - Secure appropriate insurance coverage and provide proof acceptable to the Port prior to the sublease taking effect. The Port of Hood River shall be the Certificate Holder, be named as Additional Insured and have the right to receive written notice prior to cancellation.

- Pay an administrative fee of \$50 to the Port with the completed Moorage Sublease form for approval.
- Submit a payment equal to the first and last month slip rate and the minimum utility fees for the length of the sublease term.

Thereafter, the Sublessee shall:

- Submit monthly lease payments for each month of the Sublease term including any monthly fees for accessory motorized watercraft and electricity charges greater than the minimum plus monthly, pro-rata share of Special Assessments.
- Comply with the Moorage Rules and Regulations. Any violation of the Moorage Rules and Regulations is cause for termination of the Sublessee's moorage rights.
- Second-party subleasing is prohibited.

#### ❖ **Port Responsibility**

The Port shall:

- Verify Tenant's account is in good standing and that Tenant and the Sublessee qualifies for consideration of a Moorage sublease.
- Approve or deny the sublease request within ten (10) calendar days following submission to Port offices.
- Verify legitimate occupancy of slip by authorized Sublessee after sublease takes effect.
- Provide Sublessee with Marina access after Port approval and issue key cards.
- Credit to Tenant's moorage account one-half monthly amount collected by Port from the Sublessee, provided total credit shall not exceed Tenant's moorage payable for a one year moorage term.
- Notify Tenant of end of authorized Sublease period.
- Notify Port Wait List persons of potential subleases available.

#### **Slip Transfers**

- If a Tenant sells their boat and boat is not replaced by the Tenant with a boat acceptable to the Port, Tenant's moorage term will terminate, provided the Port may allow the party who buys the Tenant's boat to lease the slip for a maximum of 6 months. The new owner may be added to the Wait List for a \$100 non-refundable administrative fee if they so choose. No later than 6 months after the purchase of Tenant's boat, the new owner will need to find other accommodations and the vacated slip will be offered to the next person on the Wait List.

#### **Termination**

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term shall notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received, the Port shall attempt to re-lease the slip for the remainder of the term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for two full calendar months following the month in which notification is received by the

Port. After that date, or if another boat owner agrees to execute a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage, or other refundable costs, as determined by the Port.

- Tenants selling boats do not have the authority to transfer moorage slips, key cards, or annual payments to new owners. "For Sale" signs may be posted in the bulletin board at the ramp gate.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

### **Defaults**

- Failure to pay moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice is sent to Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval from the Port Executive Director for an extension of time, or not, in the Port's discretion
- If the default is not remedied the Port may:
  - Terminate the moorage and re-lease the slip.
  - Recover any unpaid rent, charges or fees and damages, plus pay the Port's attorney's fees, if any, before suit, after suit is filed and on appeal.
  - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any moorage agreement or Port moorage rules and regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of
  - These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

### **Unauthorized Moorage**

- No boats shall be docked adjacent to a Marina boathouse. Moorage for extra boats may be arranged through the Port office, in the Port's discretion
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Port Marina Moorage Rules and Regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate, and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay, and be required to pay for any damages caused to the Port marina.

The boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations

of Port moorage rules and regulations are cured. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

### **Wait List**

- A \$100 administrative fee is charged to be on a moorage Wait List. This fee is non-refundable and not applied to moorage. Updated Wait Lists are posted on the Port of Hood River website.
- In the case of a person who has been on the moorage Wait List, the prospective Tenant will be given thirty (30) days to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending and will be completed within thirty (30) days. If the thirty (30) day requirement is not met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the list.
- In the case of a person who has been on the moorage Wait List who is offered a slip and declines more than one (1) time to rent a slip in a 12 month period, that person will be required to pay another Wait List fee to remain on the list. His or her name will be moved to the bottom of the list.
- Port staff will notify Wait List persons of potential slips that are available for lease or sublease for a period not to exceed 12 months for any available slip.

### **Waiver**

- Waiver of performance of any provision herein or of any other applicable laws, rules or regulations by the Port shall not be a waiver of nor prejudice of the Port's right otherwise to require performance of the same provision or any other provision. Time is of the essence of performance of all Tenant moorage agreement requirements and of performance of the terms and conditions of these Port Marina moorage rules and regulations.



# Commission Calendar May 2015

**April '15**  
 S M T W T F S  
 1 2 3 4  
 5 6 7 8 9 10 11  
 12 13 14 15 16 17 18  
 19 20 21 22 23 24 25  
 26 27 28 29 30

**June '15**  
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 1 2 3 4 5 6  
 7 8 9 10 11 12 13  
 14 15 16 17 18 19 20  
 21 22 23 24 25 26 27  
 28 29 30

**July '15**  
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 1 2 3 4  
 5 6 7 8 9 10 11  
 12 13 14 15 16 17 18  
 19 20 21 22 23 24 25  
 26 27 28 29 30 31

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
26		27		28		29		30		1		2	
3		4		5 UPRR Breakfast Budget Committee 5pm, with Commission Mtg to follow		6		7		8		9	
10	Mother's Day	11 URA-Streich/Davies		12 Lead Toll Coll Mtg, 11am		13 Safety Committee, 10am OneGorge, 3pm		14 MCEDD Econ. Symposium 9-noon: Davies, McElwee Medenbach, Scholl		15		16	
17		18 KTHR Radio, 8am		19 Commission Mtg, 5pm w/Budget Hearing		20		21		22		23	
24	Event Site Booth staffed	25 Memorial Day <b>Office Closed</b> Event Site Booth staffed		26		27		28		29		30	
31		1		<b>Notes:</b> HRVHS Sailing program continues use of South Basin Dock, various dates, through May 9 Hook Launch ribbon cutting w/date to be determined; coordinated with Parks & Rec and CGWA Out: Liz (7-8 & 20-22); Laurie (22-26); Anne (26)									