



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, August 15, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit) *(Written public comment received, Page 7)*

2. Consent Agenda
 - a. Approve Minutes from the July 11, 2023 Regular Session *(Patty Rosas, Page 3)*
 - b. Approve Commissioner Committee Assignments *(Genevieve Scholl, Page 7)*
 - c. Approve Lease with Northwave, Inc. in Suite 120 of the Jensen Building *(Greg Hagbery, Page 13)*
 - d. Approve Addendum No. 3 to Lease with Earth and Muscle in Suite 102 of the Marina Park #1 Building *(Greg Hagbery, Page 31)*
 - e. Approve Lease Extension with Aleta Wilson, LMT in Suite 101 of the Marina Park #1 Building *(Greg Hagbery, Page 35)*
 - a. Approve Amendment No. 2 to the FBO Agreement with Hood Aero at the Ken Jernstedt Airfield *(Greg Hagbery, Page 53)*
 - b. Approve Resolution 2023-24-2 Approving Check Signing Authorization for Port Bank Accounts *(Debbie Smith-Wagar, Page 57)*
 - f. Approve Accounts Payable to Campbell Phillips in the Amount of \$8,939.50 *(Debbie Smith-Wagar, Page 61)*

3. Informational Reports
 - a. Bridge Replacement Project Update *(Michael Shannon, Page 65)*

4. Presentations & Discussion Items
 - a. CRuSE/Forth Mobility Pilot Project Closeout Presentation *(Genevieve Scholl, Page 73)*
 - b. Fiscal Year 2022-23 Year End Financial Report *(Debbie Smith-Wagar, Page 81)*
 - c. Committee Formation Policy Discussion *(Kevin Greenwood, Page 97)*

5. Executive Director Report *(Kevin Greenwood, Page 105)*

6. Commissioner, Committee Reports

7. Action Items
 - a. Approve Resolution No. 2023-24-3 Establishing Accounts Receivable Policy *(Debbie Smith-Wagar, Page 151)*

8. Commission Call

9. Confirmation of Commission Directives to Staff

10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

11. Possible Action

12. 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.*

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

Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Heather Gehring (left at 5:12 p.m.) and Tor Bieker. **Legal Counsel:** Kristen Campbell. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, Ryan Klapprich, Daryl Stafford, and Patty Rosas. **HNTB:** Michael Shannon, and Brian Munoz. **Guests:** Abigail Elder

ABSENT: None

MEDIA: None

1. CALL TO ORDER: President Ben Sheppard called the meeting to order at 5:02 p.m.

a. **Modifications or additions to the agenda:** None

b. **Oaths of Office:** Kristi Chapman and Tor Bieker were sworn into office by Notary Public Patty Rosas.

c. **Election of Officers:**

Motion: Move to Appoint Kristi Chapman as President
Move: Gehring
Second: Fox
Discussion: None
Vote: **Aye:** Chapman, Gehring, Fox, Bieker, Sheppard
Absent: None

MOTION CARRIED

Motion: Move to Appoint Heather Gehring as Vice President
Move: Fox
Second: Sheppard
Discussion: None
Vote: **Aye:** Chapman, Gehring, Fox, Bieker, Sheppard
Absent: None

MOTION CARRIED

Motion: Move to Appoint Mike Fox as Secretary
Move: Gehring
Second: Chapman
Discussion: None
Vote: **Aye:** Chapman, Gehring, Fox, Bieker, Sheppard
Absent: None

MOTION CARRIED

Motion: Move to Appoint Tor Bieker as Treasurer
Move: Sheppard
Second: Fox
Discussion: None
Vote: **Aye:** Chapman, Gehring, Fox, Bieker, Sheppard
Absent: None

MOTION CARRIED

d. **Public Comment:** Written public comment provided in the packet.

2. CONSENT AGENDA:

- a. Approve Minutes from June 20, 2023 Regular Session and Budget Hearing
- b. Approve Reappointment of Columbia River Insurance as Insurance Agent-of-Record for FY 2023-24
- c. Approve Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2023-24
- d. Approve Amendment No. 4 to Contract with HNTB for Consulting Services Related to Bridge Replacement
- e. Approve Addendum No. 1 to Lease with Columbia Gorge News in the Marina Park #2 Building
- f. Approve Insurance Policy with CHUBB for Hood River-White Salmon Bridge Authority

g. Approve Accounts Payable to Campbell Phillips in the Amount of \$17,044.50

Motion: Move to approve Consent Agenda with Option #2 for insurance coverage on Consent Agenda item 2(b).

Move: Fox

Second: Chapman

Discussion: Commissioner Mike Fox referenced Consent Agenda item 2(c) and stated that he was very disappointed with the auditor and only agrees to extend their contract for one more year. Commissioner Fox also commented on Consent Agenda item 2(b) and noted that the Hood River-White Salmon Bridge authority (HRWSBA) recommends Option #2.

Vote: **Aye:** Chapman, Fox, Bieker, Sheppard

Absent: Gehring

MOTION CARRIED

3. INFORMATIONAL REPORTS: Commissioner Fox commented that Representative Jeff Helfrich took a tour today on the barge that is out on the river doing sampling for the replacement bridge foundation. Project Director Michael Shannon, HNTB, commented that the Replacement Bridge Project (“Project”) received \$3.6 million for a RAISE grant that will go towards evaluating pedestrian and bike facilities on the new bridge. HNTB is in the process of submitting a grant application for \$200 million through Multimodal Project Discretionary Grant (MPDG).

4. PRESENTATIONS & DISCUSSION ITEMS:

a. **City of Hood River Westside Urban Renewal District** – Abigail Elder, City of Hood River Manager, discussed the Formal Consult and Confer Letter and the City of Hood River’s request for comment on the formation of the Westside Urban Renewal District (URD). Comments must be received by August 1, and a public hearing is scheduled for August 14. The Westside URD is expected to begin January 1. A discussion ensued regarding the Waterfront and Westside URD.

b. **Commissioner Committee Assignments** – Genevieve Scholl, Deputy Executive Director, commented that a list of Commissioner committee assignments is included in the packet. Each Commissioner has the opportunity to serve on the committees. Appointments will be confirmed at the next Commission meeting.

5. EXECUTIVE DIRECTOR REPORT: Kevin Greenwood, Executive Director, reported that there have been several complaints related to the homeless camps on Port property. There was a meeting today with Port staff, Mt. Hood Railroad and City Police to develop a plan to clear the camp located between I-84 and UP Railroad. Greenwood summarized the plan and added that they should see results in the next couple weeks.

Commissioner Fox inquired on whether staff has considered changing the fuel surcharge at the airport to a percentage instead of \$0.05 per gallon. Greg Hagbery, Development/Property Manager, commented that industry standards state \$0.10 per gallon and staff is considering going in that direction. Commissioner Fox encouraged staff to consider a percentage to be able to fluctuate the rate as inflation changes.

Commissioner Fox asked staff for an update at Lower Mill and what the plan is to get that property ready for development. Ryan Klapprich, Facilities Manager, commented that they are planning to bring in a contractor to complete the work.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. **Waterfront Recreation Advisory** – Daryl Stafford, Waterfront Manager, reported that the Kiteboard for Cancer event took place last week and went well. The Gorge Downwind Champs event is happening all this week. This is one of the largest events of the year with over 800 participants. Commissioner Fox noted that the barge should be notified of the influx of boaters out in the water.

- b. **Hood River-White Salmon Bridge Authority (HRWSBA)** – Commissioner Fox commented that July 10 was the first meeting for the HRWSBA. Senator Curtis King attended the meeting. The HRWSBA concluded that Jake Anderson will be the interim First Co-Chair and Mike Fox will be the interim Second Co-Chair.

7. ACTION ITEMS:

- a. **Approve Contract with KPFF for AE/Design Contract for E. Anchor Way/N. First St. Project.**

Motion: Move to Approve Personal Service Contract with KPFF Inc. for the East Anchor Way North 1st Street and Utilities Project Design & Engineering project, not to exceed \$484,428.98, subject to final legal review.

Move: Fox

Second: Bieker

Discussion: None

Vote: **Aye:** Chapman, Sheppard, Bieker, Mike Fox
Absent: Gehring

MOTION CARRIED

- b. **Approve Task Order No. 3 to the Professional Services Agreement with Precision Approach Engineering (PAE) for Consulting Services for the Fuel Tank Project at the Ken Jernstedt Airfield.**

Motion: Move to Approve Task Order No. 3 to the Professional Services Agreement with Precision Approach Engineering (PAE) for consulting services in support of finalizing and closing out the Fuel Tank Project at the Ken Jernstedt Airfield, not to exceed \$31,000.

Move: Fox

Second: Sheppard

Discussion: None

Vote: **Aye:** Chapman, Sheppard, Bieker, Fox
Absent: Gehring

MOTION CARRIED

- c. **Approve Resolution No. 2023-24-1 Authorizing Toll Increase to Fund Hood River-White Salmon Bridge Authority.** Shannon commented that in response to public feedback from their outreach efforts, the HRWSBA recommends that the Commission move forward with implementing Option 1, effective September 1, 2023. Greenwood noted that the resolution was revised, and a copy was provided to the Commissioners.

Motion: Move to Approve Resolution No. 2023-24-1 Authorizing Toll Increase to Fund Hood River-White Salmon Bridge Authority.
Move: Sheppard
Second: Fox
Discussion: Commissioner Fox commented that Section 2 on the resolution should include that the funds will be administered by the HRWSBA. Greenwood replied that those details will be noted in the Intergovernmental Agreement (IGA). A discussion followed regarding who would administer the funds.
Vote: **Aye:** Chapman, Sheppard, Bieker, Fox
Absent: Gehring

MOTION CARRIED

- 8. **COMMISSION CALL:** None
- 9. **CONFIRMATION OF DIRECTIVES:**
 - a. Greenwood inquired on whether the Commission would like to submit comment on the Westside URD plan. There was consensus for Commissioner Chapman to provide a recommendation to the Port Commission for comment on the Westside URD plan.
- 10. **EXECUTIVE SESSION:** None
- 11. **POSSIBLE ACTION:** None
- 12. **ADJOURN:** President Kristi Chapman moved that the meeting be adjourned, and this was agreed upon at 6:02 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

Commission Memo



Prepared by: Genevieve Scholl
Date: August 15, 2023
Re: Commissioner Committee Assignments

Each Port Commissioner has the opportunity to serve as the Commission's representative on various internal and external committees and organizations. President Chapman has approved the attached Commissioner committee assignments for FY 23-24.

RECOMMENDATION: Approve Commissioner Committee Assignments for Fiscal Year 23-24.

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**Committee Membership and Term
2023-24**

As indicated in Governance Policy

Committee	Staff	Commissioners	Public	Appointed Term
Airport Advisory Committee	Hagbery	Gehring, Bieker	Dave Koebel (Chair), Tor Bieker (Vice-Chair), Adam Young, Bud Musser, Margo Dameier, Andreas Von Flowtow, Matt Swihart, John Benton (WAAAM), Brook Beilin (FBO).	3 years
Budget Committee	Executive Director, Chief Financial Officer (currently vacant) Interim ED, Scholl and Deputy Finance Manager, Scoggins	ALL	Becca Sanders, Judy Newman, John Benton, Larry Brown, Brian Shortt	3 years staggered
Waterfront Recreation Advisory	Stafford	Sheppard Gehring	Laird Davis, Mark Hickock, Mike Stroud, Doug Newcomb, Scott Tennant, Sherry Bohn, Joel Carmody, Todd Anderson, Carlos Cornelis, Aaron Baumhackl	3 years
Marina Committee	Stafford	Sheppard Gehring	Josh Sceva, Steve Carlson, Steve Tessmer, Ted Lohr	3 years
Finance* (Internal)	Executive Director, Chief Financial Officer	Chapman (President), Bieker (Treasurer)	N/A	1 year
Personnel* (Internal)	Executive Director (currently vacant) Interim Executive Director, Scholl	Chapman (President), Gehring (Vice President)	N/A	1 year

* Commission members determined by Governance Policy according to officer elections held annually at the first meeting in July.

Organizational Appointments

Organization	Staff	Commissioners	Other Members	Term
Bridge Tolling Committee (Internal, not yet formally approved)	Wagar	Sheppard Chapman		2 years
Hood River Urban Renewal Agency	Greenwood	Gehring, Sheppard	7 City Council Members + 2 Port	4 years, staggered
Hood River County Energy Council	Hagbery		8 municipal representatives	2 years
Hood River County Economic Development Group	Greenwood		Cascade Locks and Hood River City and Port Executive Directors, facilitated by MCEDD staff	
OneGorge Advocacy Group	Scholl	All	Informally organized group	N/A
Hood River County Chamber of Commerce and Visit Hood River		Chapman	15 Member board, Port member is ex-officio	N/A
Pacific Northwest Waterways Assn. (PNWA)	Greenwood, Scholl		Large roster of members from throughout the PNW.	N/A
Oregon Economic Development Association (OEDA)	Hagbery, Scholl		Large roster of EcDev agencies throughout the state	N/A
Oregon Public Ports Association (OPPA)	Greenwood, Scholl		Large roster of Ports throughout Oregon	N/A

Oregon Airport Managers Association	Hagbery		Large roster of GA airports throughout Oregon	N/A
Hood River Rotary Club International	Greenwood	Sheppard	Large roster of community business leaders	N/A

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Commission Memo

Prepared by: Greg Hagbery
Date: August 15, 2023
Re: Northwave Inc – New Lease Agreement



Northwave Inc. has leased space from the Port in the Luhr Jensen Building since 2012. They manufacture and sell windsurf sails and associated gear. The final term of Northwave’s current lease agreement will expire at the end of August, 2023.

They have informed the Port of their desire to continue to lease Suite 120 in the Luhr Jensen Building. Attached is a new lease agreement that provides an initial two (2) year term with two (2) year renewal options through September 30, 2029. This lease agreement has been drafted using the recently updated template as provided by Port General Counsel, to include penalties for late payments and verbiage that protects the Port from tenant bankruptcy.

Northwave’s account balance is in good standing. Staff recommends approving the new Lease Agreement with Northwave, Inc.

RECOMMENDATION: Approve new Lease Agreement with Northwave Inc. for Suite 120 in the Luhr Jensen Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **NORTHWAVE, INC**, an Oregon corporation, hereinafter referred to as "Lessee." Lessor and Lessee may hereafter be referred to individually as a "party" or collectively as the "parties".

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 2,042 square feet of space in Lessor’s building commonly known as the Jensen Building ("Building") located at 400 Portway Ave, Hood River Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:	Jensen
Building Address:	400 Portway Ave
Lessee Suite/Description:	Suite 120
Leased Area:	2,042 SF
Rentable Area:	2,124 SF

Lessor also grants to Lessee a nonexclusive license to use, in common with others, the Common Area as further described on Section 6 of this Lease.

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **October 1, 2023**, and continuing through **September 30, 2025**. Lessee has the option to extend the Lease for two (2) extension terms of two (2) years each, through **September 30, 2029**, provided that, (i) Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect, (ii) the Lease is in full force and effect, (iii) Lessee has not been in Default beyond any applicable cure periods more than two times in the last year of the initial term of the Lease, (iv) the creditworthiness of Lessee, as revealed by its most current financial statements, is materially the same as or better than on the date of the Lease, and (v) the current use of the Leased Premises is consistent with the Permitted Use or other use approved by Lessor. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	October 1, 2023
Lease Expiration Date:	September 30, 2025
Renewal Options:	Two (2) year renewal options through September 30, 2029
Renewal Notice Requirement:	90 days

- 3. Allowed Use.** Lessee shall use the Leased Premises for sail repair, assembly, fabrication, retail sales and office use. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to "Building Common Areas" consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells,

mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Rentable Area Square Footage for Base Rent and payments owed for Operating Expenses, which is in addition to Base Rent.

Load Factor Formula: The total Building square footage is 54,962 SF. The Building Common Area square footage is 1,936 SF. The total Building square footage divided by the total (Building square footage minus the Building Common Area square footage) minus one, equals the Load Factor. $(54,962/53,026)-1= 3.65\%$. The Jensen Building Load Factor is 4%.

Rentable “Area square footage” is the Leased Premises square footage (2,042 SF) times the Load Factor. The Rentable Area square footage used to calculate Rent as defined below, is **2,124 SF**.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area S.F.</u>	<u>Rate per S.F.. per month</u>	<u>Monthly Base Rent</u>
120	2,124 SF	\$0.88	\$1,872

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area S.F.</u>	<u>Estimated rate per S.F. per month</u>	<u>Monthly Estimated Additional Rent</u>
2,124	\$0.27	\$580.76

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 Taxes and Assessments. Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which

those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 5.3. shall survive the termination of this Lease.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly estimated Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee properly exercises Lessee's option to renew the Lease. The renewal term Base Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Base Rent amount will not be less than the most recent monthly Base Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the estimated renewal term monthly Base Rent amount will be, Lessor will provide

Lessee with information Lessor has used to determine the fair market monthly Base Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

5.3.5 **Late Charge; Interest.** Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.

6. **Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 **Building Exterior Areas.** Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.

6.2 **Building Common Areas.** Include: interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. **Parking.** Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available on the Westside of the Building. Parking passes shall be used by tenant and tenant employees only.

8. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. Lessee shall pay a proportional share (based on its Rentable Area square footage) share of the cost of Lessor maintenance and repair activities as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas , and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property. Lessor shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If Lessee fails to repair and maintain the Property in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens that may be placed on the Property. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by lessee.

9. Indemnification and Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations relating to the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

(c) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

9.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person

claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

9.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

9.5 Eminent Domain. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

10. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or

coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements.

Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

12. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

14. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

15. Compliance with Laws. As of the Lease Commencement Date and throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

16. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's Courthouse operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous

Materials by Lessor, its agents, employees, or contractors on, in or about the Property. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

17. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

18. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

19. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

20. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

21. Bankruptcy. Subject to Section 23, the Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.

22. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.

23. Remedies on Default.

23.1 Termination. In the event of default, the lease by be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

23.2 Reletting. Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for an use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

23.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

23.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

23.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

24. Landlord's Lien. In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss,

cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's Personal Property (except motor vehicles); and such Lessee's Personal Property shall not be removed from the Property at any time when an Event of Default has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

25. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

26. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Tim Ferrick, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

27. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative,

mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

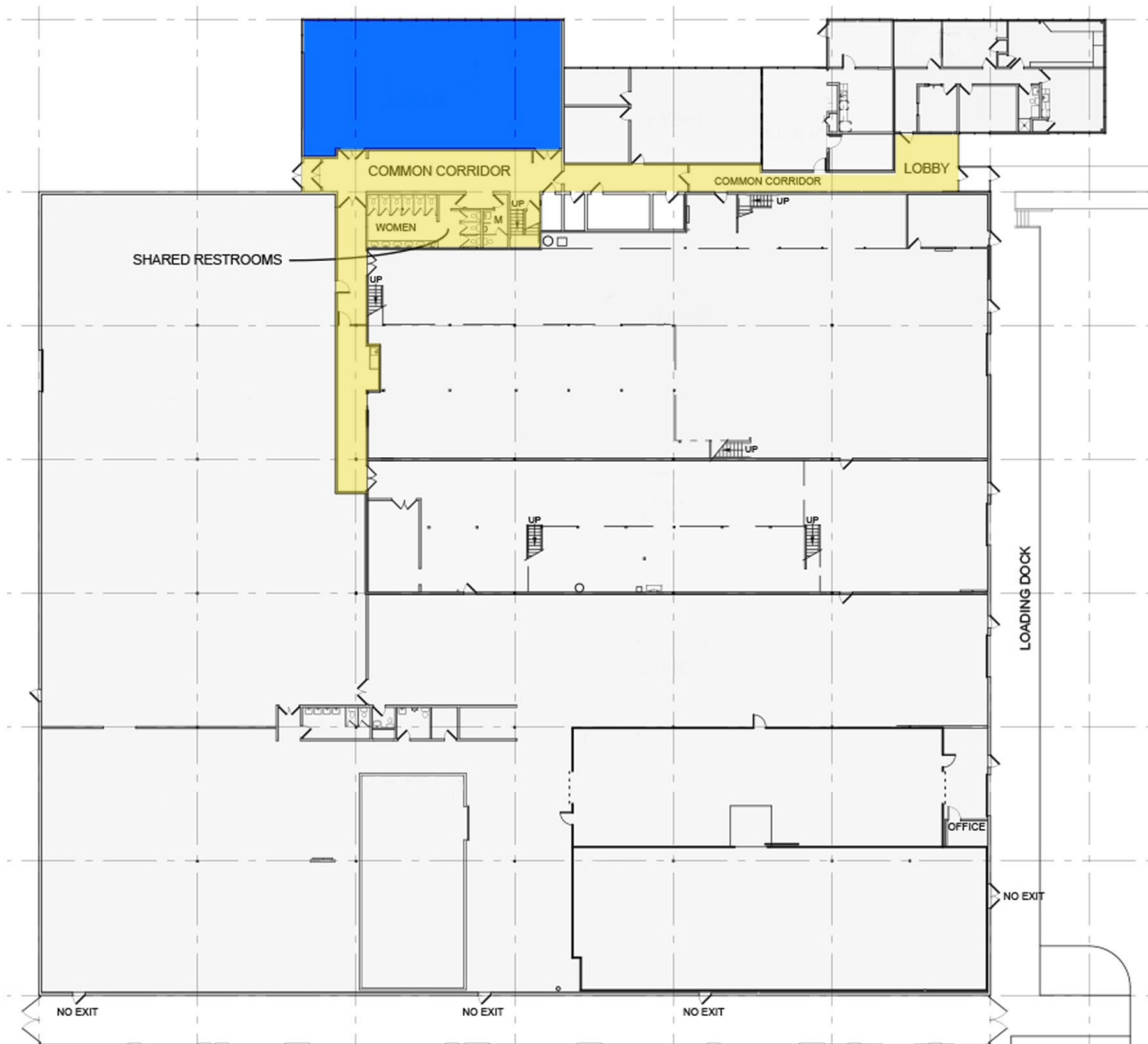
28. Limitation of Liability. No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee’s property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor’s interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

29. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2023.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	Tim Ferrck	By:	Kevin Greenwood
Its:	President	Its:	Executive Director
Address:	Suite 120. 400 Portway Ave. Hood River, OR 97031	Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:	tim@northwavesails.com (503)-504-1733	Email/phone:	kgreenwood@portofhoodriver.com (541) 386-1645

Exhibit A LEASED PREMISES AND COMMON AREAS



**Exhibit B
BUILDING EXTERIOR AREAS**



Commission Memo



Prepared by: Greg Hagbery
Date: August 15, 2023
Re: Lease Addendum No.3 - Earth and Muscle

Earth and Muscle has leased Suite 102 in the Marina Park Building #1 since 2021 and has been a great tenant. The terms of the 2021 Lease Agreement provide a second option to extend the lease term for an additional year. Earth and Muscle has contacted the Port to express the desire to use the option to extend the term until September 8, 2024.

RECOMMENDATION: Approve Addendum No.3 to Lease with Earth and Muscle LLC for Suite 102 in the Marina Park #1 Building.

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ADDENDUM NO.3 TO LEASE

Whereas, the Port of Hood River (“Lessor” or “Port”) and Earth and Muscle, (“Lessee”) entered into a lease of Suite 102 in the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Drive, Hood River, Oregon (“Leased Premises”), effective September 9, 2021 (“Lease”); and,

Whereas, Pursuant to Section 2 of the Lease Agreement, Lessee has requested a one (1) year extension of the Lease; and,

Therefore, Lessor and Lessee agree the Lease is amended as follows:

1. The Lease term is extended, and the Lease shall remain in effect through September 8, 2024.

Except as modified by this Addendum No.3 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____, 2023.

By: _____
Kevin Greenwood, Port Executive Director

By: _____
Jonathan Fessler, Owner

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Commission Memo



Prepared by: Greg Hagbery
Date: August 15, 2023
Re: Aleta Wilson – New Lease Agreement

Aleta Wilson, LMT has leased Suite 101 in the Marina Park #1 Building since 2017. The final term for Aletta’s current lease agreement will expire August 31, 2023.

Aletta has informed the Port of her desire to continue to lease Suite 101. Attached is a new lease agreement that provides a single two (2) year term through August 31, 2025, with no renewal options due to unknown circumstances regarding safety and access to the Marina Park #1 Building beyond 2025 due to the new bridge project.

This lease agreement has been drafted using the recently updated template as provided by Port General Counsel, to include penalties for late payments and verbiage that protects the Port from tenant bankruptcy.

Aletta’s account balance is in good standing. Staff recommends approving the new Lease Agreement with Aletta Wilson.

RECOMMENDATION: Approve new Lease with Aleta Wilson in the Marina Park #1 Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **ALETA WILSON MASSAGE** an Oregon Unincorporated company, hereinafter referred to as "Lessee." Lessor and Lessee may hereafter be referred to individually as a "party" or collectively as the "parties".

1. Leased Premises Description. In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 482 square feet of space in Lessor's building commonly known as the Marina Park #1 Building ("Building") located at 700 E. Port Marina Way, Hood River, OR 97031 ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:	Marina Park #1
Building Address:	700 E. Port Marina Way. Hood River, OR 97031
Lessee Suite/Description:	Suite 101
Leased Area:	313 SF
Rentable Area:	354 SF

Lessor also grants Lessee a nonexclusive license to use, in common with others, the Common Area as further described on Section 6 of this Lease.

2. Term. The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **October 1, 2023**, and continuing through **August 31, 2024**. Lessee has the option to extend the Lease for one (1) extension term of one (1) year, through **August 31, 2025**, provided that, (i) Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect, (ii) the Lease is in full force and effect, (iii) Lessee has not been in Default beyond any applicable cure periods more than two times in the last year of the initial term of the Lease, (iv) the creditworthiness of Lessee, as revealed by its most current financial statements, is materially the same as or better than on the date of the Lease, and (v) the current use of the Leased Premises is consistent with the Permitted Use or other use approved by Lessor. To be effective, Lessee's notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	October 1, 2023
Lease Expiration Date:	August 31, 2024
Renewal Options:	One (1) year renewal option through August 31, 2025
Renewal Notice Requirement:	90 days

3. Allowed Use. Lessee shall use the Leased Premises for medical, health and wellness services, and for activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor's discretion.

4. Rentable Area Load Factor. Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to "Building Common Areas" consisting of interior Building space which is not available for lease to a third party and that is shared by

Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Rentable Area Square Footage for Base Rent and payments owed for Operating Expenses, which is in addition to Base Rent.

Load Factor Formula: The total Building square footage is 3,035 SF. The Building Common Area square footage is 738 SF. The total Building square footage divided by the total Building square footage minus the Building Common Area square footage equals the Load Factor. The Marina Park #1 Load Factor is 13%.

Rentable “Area square footage” is the Leased Premises square footage (313 SF) times the Load Factor (12%). $313 * 1.13 = 354$. The Rentable Area square footage used to calculate Rent as defined below, is **354 SF**.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
100	354 SF	\$1.55	\$548.32

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
354	\$0.52	\$184.76

5.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

- 5.3.1.1.1** General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;
- 5.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 5.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;
- 5.3.1.1.4** General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.
- 5.3.1.1.5** Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 Taxes and Assessments. Lessee shall pay its proportionate share of all actual assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, provided Lessee is not in default of the Lease, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Or where the Term of the Lease has expired, refund the amount of overpayment to Lessee. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's estimated forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount accordingly beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

The provisions of this Section 5.3. shall survive the termination of this Lease.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly estimated Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee properly exercises Lessee's option to renew the Lease. The renewal term Base Rent amount will be based on Lessor's good faith

estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Base Rent amount will not be less than the most recent monthly Base Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the estimated renewal term monthly Base Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Base Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Base Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has questions about the fair market monthly Base Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Base Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Base Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

- 5.3.5 Late Charge; Interest.** Rent not paid when due shall bear interest until paid the rate of twelve percent (12%) per annum from the due date until paid. Lessor may impose a late charge of five percent (5%) of the overdue payment (the "Late Charge"). Lessee agrees that late payment by Lessee to Lessor of any Rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Lessor will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Lessor of any other remedies available for Lessee's default of this Lease.
- 6. Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit A". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.
- 6.1 Building Exterior Areas.** Include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.
- 6.2 Building Common Areas.** Include: interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to:

entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

- 7. Parking.** Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in ten (10) designated parking spaces located North of the building. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.
- 8. Maintenance and Repair.** Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. Lessee shall pay a proportional share (based on its Rentable Area square footage) share of the cost of Lessor maintenance and repair activities as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair to the reasonable satisfaction of Lessor and shall cause or permit any waste thereto. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses. Notwithstanding, Lessee shall promptly report to Lessor damage or any and all injury occurring in or to the Property.

All Lessee maintenance and repair work shall be performed only by a licensed contractor meeting, at a minimum, Lessee's standard services procurement standards both historically established for the Property and presently maintained for the Property. Lessor shall not be responsible for the cost of any alterations of or repairs to the Property of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties. If Lessee fails to repair and maintain the Property in good operating order, Lessor reserves the right in its sole discretion to perform the necessary repairs and maintenance of the Property subject to reimbursement from Lessee for the full cost of such repairs and maintenance. Upon written notice from Lessor, Lessee shall reimburse Lessor for the full

cost of Lessor's repairs and maintenance, which shall be considered Additional Rent. Lessee shall hold Lessor harmless from any liens that may be placed on the Property. If a lien is filed, Lessee must discharge the lien within twenty (20) days after receiving it. If Lessee fails to discharge the lien, Lessor may procure a discharge at Lessee's expense, which Lessor must immediately pay on demand and may declare a default by Lessee.

9. Indemnification and Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations relating to the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and hold Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee, Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises, including without limitation all common areas. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

(c) Lessee shall also immediately obtain and keep in force during the remaining Term of Lease workers' compensation insurance in full compliance with applicable state or

jurisdictional statutory requirements. Lessee will provide Lessor with a copy of a certificate evidencing such insurance.

9.3 Waiver of Claims and Subrogation. Lessor and Lessee each hereby releases and waives any and all rights to recover from or proceed against the other Party and its employees, agents and contractors, for loss or damage to any property of the releasing Party or any person claiming through the releasing Party arising from any of the risks covered by property insurance maintained or required under this Lease to be maintained by the releasing Party under this Lease. Lessor and Lessee shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing. The above waiver of claims and subrogation applies whether or not there are any deductibles or self-insurance.

9.4 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

9.5 Eminent Domain. If more than twenty-five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

10. Lessor Funded Lessee Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Lessee Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the

following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor. Under any circumstance, Lessee agrees to only contract with a Lessor-approved contractor for the performance of such alterations and obtain all necessary governmental permits and approvals and deliver copies thereof to Lessor and pay the full cost for such alterations, additions, or improvements. Lessor may, in its sole discretion, require that Lessee remove any such alterations, wiring, cables or conduit installed by or for Lessee after the Lease Commencement Date and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. All work in the Property by or at Lessee's request must comply with all applicable Laws. Lessee shall not permit any liens to attach to the Property or Lessee's interest in the Property as a result of any work performed by or at Lessee's request. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

12. Fixtures and Personal Property. At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

14. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear

and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty-four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same pursuant to Section 8 of this Lease within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

15. Compliance with Laws. As of the Lease Commencement Date and throughout the Term of Lease, Lessee shall at its sole expense promptly comply and cause the Property to comply with all Laws applicable to the Property, including but not limited to the ADA and environmental laws ("Legal Requirements"). Lessee shall indemnify and hold harmless Lessor and Lessor's Commissioners, officers, agents and employees for, regarding from and against any and all claims and losses arising from or in connection with the violation of Legal Requirements occurring in, at or about the Property; together with all costs, expenses and liabilities incurred or in connection with each such claim, action, proceeding or appeal, including, without limitation, all attorneys' fees and expenses.

16. Hazardous Materials. Neither Lessee nor Lessee's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Lessee's Courthouse operations and maintenance that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good environmental practices. Lessee covenants to remove from the Property, upon the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Lessee, its agents, employees or invitees during the Term of Lease. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor, Lessor's Commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term of Lease. Lessor hereby agrees to indemnify, defend, protect and hold harmless

Lessee, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly from the use, storage, disposal, release or presence of Hazardous Materials by Lessor, its agents, employees, or contractors on, in or about the Property. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Property that Lessee, or Lessee's agents or employees, becomes aware of during the Term of Lease, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

17. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

18. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

19. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

20. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

21. Bankruptcy. Subject to Section 23, the Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant is adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within thirty (30) days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease

or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.

22. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder.

23. Remedies on Default.

23.1 Termination. In the event of default, the lease by be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default and Lessor may reenter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

23.2 Reletting. Following reentry or abandonment, Lessor may relet the Property and, in that connection, may make any suitable alterations or change the character of the use of the Property, but Lessor shall not be required to relet for an use or purpose other than specified in the Lease or which Lessor may reasonably consider injurious to the Property, or any tenant Lessor may reasonably consider objectionable.

23.3 Damages. Upon the occurrence of an Event of Default, Lessor's remedies shall be the right to recover: unpaid Rent and amounts owing pursuant to this Lease; all costs incurred by Lessor in restoring the Property to good order and condition to the extent the need for such restoration arises as a direct consequence of an Event of Default; reasonable costs of reentry and reletting without limitation the cost of cleanup, refurbishing, removal of Lessee's property and fixtures, and all actual damages caused by the default, including attorneys' fees and costs. Lessor may periodically sue Lessee to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Notwithstanding any limitation on Lessor's remedies under this Lease, in the event of a breach or threatened breach by Lessee of any of its obligations under this Lease, Lessor shall also have the right to file a claim for specific performance and/or obtain an injunction.

23.4 Survival. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

23.5 Lessor's Right To Cure Default. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after 30 days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other available remedy.

24. Landlord's Lien. In addition to any statutory landlord's lien and in order to secure payment of the Rent and all other sums payable hereunder by Lessor, and to secure payment of any loss, cost or damage which Lessor may suffer by reason of Lessee's breach of this Agreement, Lessee hereby grants unto Lessor, to the maximum extent permitted by Applicable Law, a security interest in and an express contractual lien upon Lessee's Personal Property (except motor vehicles); and such Lessee's Personal Property shall not be removed from the Property at any time when an Event of Default has occurred and is continuing. The security interest herein granted is in addition to any statutory lien for the Rent.

Subordination, Attornment and Non-Disturbance. Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Property (collectively, the "Encumbrances"). Lessee shall execute all documents requested by Lessor or the holder of an Encumbrance to confirm such subordination within ten (10) days after request therefor provided the holder of that Encumbrance recognizes Lessee's rights under this Lease unless Lessee is in default beyond any applicable cure period and provided that all such documents are provided both to Lessee's Notice Address.

25. Surrender/Holdover. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof excepted, as the same existed on the Lease Commencement Date. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

26. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Aletta Wilson, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

27. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, action, counterclaim, or other proceeding ("Claim"), including any bankruptcy proceeding, instituted by either Party against

the other in connection with any controversy arising out of this Lease or the Property shall be brought and conducted within the Circuit Court of Hood River County for the State of Oregon. Any dispute involving this Lease may be resolved by court action or, in the alternative, mediation if both parties agree to mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto. If either Party engages a collection agency to pursue any delinquent amounts owed by the other Party, whether under the terms of this Lease or pursuant to a court judgment or other decree, the owing Party shall pay, in addition to all amounts payable under this Lease or pursuant to the court judgment or other decree, all collection agency fees charged to the collecting Party and all attorney fees incurred by the collecting Party in performance of such collection.

28. Limitation of Liability. No Personal Liability-Notwithstanding anything to the contrary in this Lease, except to the extent damages are caused by the negligence of Lessor and its agents and employees, Lessee hereby releases Lessor, its agents and employees from (i) damage to Lessee's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential damages, and (iv) any damage, cause or matter that exceeds the value of Lessor’s interest in the Property. Lessee agrees that, in the event of any actual or alleged Lessor Default of this Lease or in the event of any other claim or cause of action by Lessee, the recourse of Lessee against Lessor for any damages (over and above damages actually paid by available insurance, if any) will be limited to, and any judgment against Lessor shall be satisfied only out of, the Property; no other assets of Lessor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment in favor of Lessee against Lessor. There shall be no personal liability of the Lessor. Any claims by Lessee against Lessor will be limited to actual damages only and will not, under any circumstances, include consequential damages or punitive damages. In no event shall Lessee have the right to terminate this Lease nor to offset payments due hereunder by reason of a Lessor Default.

29. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 2023.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	Aletta Wilson	By:	Kevin Greenwood
Its:	Owner	Its:	Executive Director
Address:	700 E. Port Marina Drive. # 101	Address:	1000 E. Port Marina Drive

Hood River, OR 97031
Email/phone: hrintegrativebodyworks.com
(541) 490-2156

Hood River, OR 97031
Email/phone: kgreenwood@portofhoodriver.com
(541) 386-1645

Exhibit A
LEASED PREMISES AND COMMON AREAS

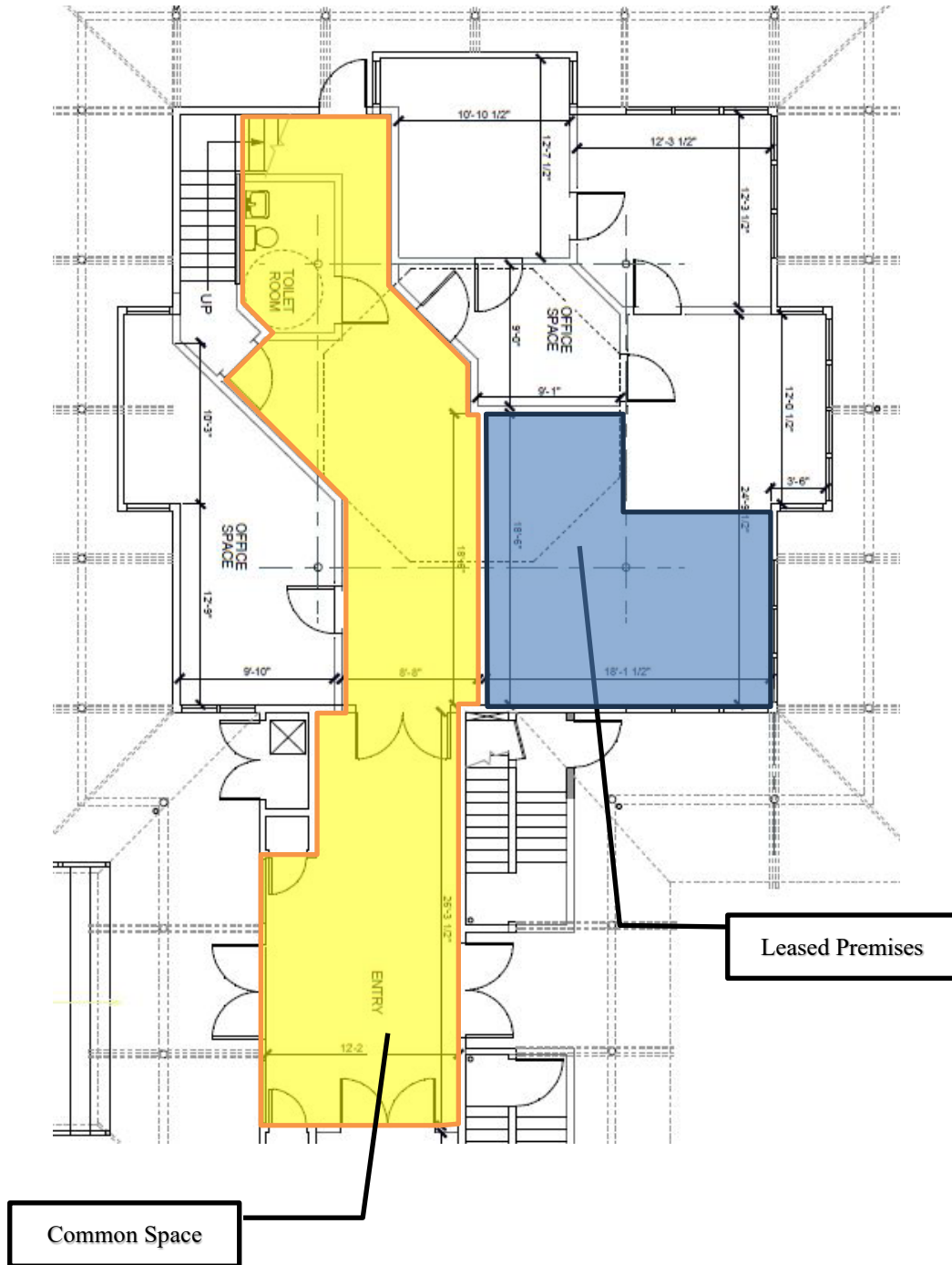


Exhibit B
BUILDING EXTERIOR AREAS



Commission Memo



Prepared by: Greg Hagbery
Date: August 15, 2023
Re: FBO – Amendment No. 2

On August 1, 2021, the Port and Hood Tech Corp., Aero Inc, executed a Fixed Based Operator (“FBO”) Agreement to manage FBO operations at the Ken Jernstedt Airfield. The initial term of two years has expired. Hood Tech adequately informed the Port of the desire to execute the three (3) year extension afforded through Section 1 of the Agreement.

Both parties have been negotiating additional items to be included in said extension such as fuel flowage fees, additional leased space, landscape maintenance contracts, transient fuel flowage fees and the ability to vacate the currently leased spaces to occupy a new FBO building and hangar space on the North Apron should those structures be constructed.

This Amendment No. 2 seeks to extend the Agreement for an additional three (3) months to allow the Parties time to review and amend various terms of the Agreement with the objective of entering into a three-year extension term pursuant to Paragraph 1 of the Agreement.

RECOMMENDATION: Approve Amendment No. 2 to the FBO Agreement with Hood Tech Corp., Aero Inc.

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**SECOND AMENDMENT TO
FIXED BASE OPERATOR AGREEMENT**

This SECOND AMENDMENT TO FIXED BASE OPERATOR AGREEMENT (“Second Amendment”) is made and entered into as of the ___ day of August 2023, by and between the Port of Hood (“Port”), and Hood Tech Corp., Aero Inc. (“FBO”).

R E C I T A L S :

A. The Parties entered into a certain Fixed Base Operator Agreement dated July 1, 2021 and effective August 1, 2023 (“Agreement”) as amended on March 13, 2022 (“First Amendment”).

B. By its express terms, the term of the Agreement expired on July 31, 2023.

C. The Parties desire to extend the Agreement for an additional three (3) months to allow the Parties time to review and amend various terms of the Agreement with the objective of entering into a three-year extension term pursuant to Paragraph 1 of the Agreement.

D. The Parties desire to provide for the extended term as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Port and FBO hereby agree that the Amendment shall be amended and modified as follows:

1. Term. The Parties hereby agree to extend the Agreement for a period of three additional months through October 31, 2023.

2. Extension Term. The Parties intend to work in good faith to further amend the Agreement and, upon mutual agreement pursuant to Paragraph 1 of the Agreement, enter into a three-year extension term pursuant to the amended Agreement.

Except as modified by this Second Amendment, the Agreement and First Amendment shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2023

PORT OF HOOD RIVER

By: _____

Kevin Greenwood, Executive Director

HOOD TECH CORP., AERO, INC.

By: _____

Andreas von Flotow, President

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: August 15, 2023
Re: Authorized check signatories

The Port is governed by ORS 777.405 which requires two signatures on any check or warrant. Following the election of new officers in July, an update to the authorized check signers list is required.

RECOMMENDATION: Approve Resolution No. 2023-24-2 Authorizing Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Kristi Chapman, and Tor Bieker as signatories for Port bank accounts.

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PORT OF HOOD RIVER
Resolution No. 2023-24-2
A RESOLUTION APPROVING CHECK SIGNING AUTHORITY

WHEREAS, The Port of Hood River Commission is authorized under ORS 777.405 to authorize persons to sign and countersign checks on behalf of the Port, now therefore, for all Port of Hood River accounts at Umpqua Bank;

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

1. Two Commissioners of the Port of Hood River, one being the President and the other being the Treasurer; the Executive Director; the Deputy Executive Director; and the Finance Director are duly authorized to sign checks on the Port's behalf.
2. Current signers are as follows:
 - a. Kevin Greenwood, Executive Director
 - b. Genevieve Scholl, Deputy Executive Director
 - c. Debbie Smith-Wagar, Finance Director
 - d. Ben Sheppard, Commission Former President
 - e. Kristi Chapman, Commission Former Vice President
3. By this resolution, Ben Sheppard is removed and Tor Bieker is added.
4. By this resolution, the Port authorizes the following signatories for all Port accounts at Umpqua Bank:
 - a. Kevin Greenwood, Executive Director
 - b. Genevieve Scholl, Deputy Executive Director
 - c. Debbie Smith-Wagar, Finance Director
 - d. Kristi Chapman, Commission President
 - e. Tor Bieker, Commission Treasurer
5. This resolution updates any previous resolution authorizing signature authority on checks issued against Port of Hood River bank accounts

Adopted by the Board of Commissioners of the Port of Hood River this 15th day of August 2023.

SIGNED

Kristi Chapman, President

ATTEST

Mike Fox, Secretary

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: August 15, 2023
Re: Accounts Payable Requiring Commission Approval

Campbell Phillips	\$8,939.50
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,939.50
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CAMPBELL PHILLIPS PC
Attorneys at Law

August 9, 2023

Port of Hood River
Attn: Accounting
1000 E Port Marina Dr.
Hood River, OR 97031

Re: Billing Statement for Legal Services-June and July 2023

Dear Board:

Enclosed is a billing statement totaling \$8,939.50 reflecting legal services from June 15, 2023 through July 31, 2023. Given you meet once per month in Summer months, this billing includes time covering six weeks.

If you have any questions please contact Kristen Campbell or email me at ksmith@campbellphillipslaw.com. Thank you.

Sincerely,

Kate Smith
Office Manager

Primary Timekeeper: 2 Kristen A. Campbell

	0-30	31-60	61-90	91-120	121-180	181+	Bal Due
2000.001 M Port of Hood River - Admin RE: Admin - General	4,330.00	0.00	0.00	0.00	0.00	0.00	4,330.00
2002.001 M Port of Hood River - Marina RE: Marina - General	1,080.00	0.00	0.00	0.00	0.00	0.00	1,080.00
2004.001 M Port of Hood River - Airport RE: Airport - General	90.00	0.00	0.00	0.00	0.00	0.00	90.00
2006.001 M Port of Hood River - Bridge Commission RE: Bridge Commission - General	2,517.00	0.00	0.00	0.00	0.00	0.00	2,517.00
2009.001 M Port of Hood River - Real Estate RE: Real Estate - General	675.00	0.00	0.00	0.00	0.00	0.00	675.00
2009.004 M Port of Hood River - Real Estate RE: Real Estate - Lower Mill	247.50	0.00	0.00	0.00	0.00	0.00	247.50
2009 Port of Hood River - Real Estate	922.50	0.00	0.00	0.00	0.00	0.00	922.50
Totals	8,939.50	0.00	0.00	0.00	0.00	0.00	8,939.50



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
August 14th, 2023

The following summarizes Replacement Bridge project activities from July 24th, 2023, to August 14th, 2023:

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

Key Updates & Information:

- *Washington 2023 Biennium Funding: Mike Shannon and Debbie Smith-Wagar met with WSDOT Headquarters Staff (Jay Drye, Stephanie Tax) and SW Region Staff (Robert Klug, Scott Langer) – The \$15M of funding for the 2023 Biennium is anticipated to be made up of \$5M in State Funds contracted through an agreement between WSDOT and the new Bridge Authority and paid through reimbursement of invoices submitted monthly. The agreement will be modeled after the existing WSDOT agreement with Klickitat County/Port. The remaining \$10M in funds will be Federal Funds contracted through an agreement between ODOT/WSDOT/FHWA and the Bridge Authority. Staff will be setting up additional meetings with WSDOT to work through both agreements. Funds were not anticipated to be available until after Oct 2024.*
- *Members of the Joint Transportation Commission from Washington are planning a tour of the Bridges over the Columbia from Tuesday Sept 26th to Thursday Sept 28th. The tentative schedule has them stopping in Hood River on Wed Sept 27th from 12:30 to 3:00 pm for lunch and to hear presentations on our bridge and the Bridge of the Gods.*
- *We are receiving positive news out of Washington DC related to our Senate and House appropriations requests. We have been informed that Transportation Housing and Urban Development (THUD) appropriation requests are moving forward. Sen. Merkely and Sen. Wyden have moved forward their request for \$4M for the project. Rep. Blumenauer moved forward his \$1M and Rep. Newhouse moved forward \$4M. These are not final numbers or guaranteed, but it does clearly show the support for the project at the congressional level.*

Upcoming Action Items:

- *The POHR legal counsel is working on a draft IGA that will be shared with the new HRWSBA.*
- *An Intergovernmental Coordination Policy will be drafted*
- *Develop a full set of rules/bylaws for the board to incorporate*
- *Interim Rules Section 5 calls for the Board to follow the procurement and contracting rules of Hood River County until new rules are adopted superseding the interim rules. An update of the draft rules should include an analysis of to see if these will accommodate the needs of the new Authority.*

COMMUNICATIONS

- *JLA has developed logo options for the new Bridge Authority that will be presented at the Aug 14th meeting.*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *Rep Helfrich visited the project site and toured the Geotechnical investigation in the river.*
 - *Sen. Frederic visited the Project site and toured the Geotechnical investigation in the river.*
 - *Rep. Sanchez is scheduled to visit the project site on July 15th and tour the Geotechnical investigation in the river.*
 - *Sen. Bonham is scheduled to visit the project site on July 16th and tour the Geotechnical investigation in the river.*
 - *Washington*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
 - *House THUD earmark list were released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*

FUNDING FINANCE & TOLLING (FFT)

- *The FFT team is working on our MPDG Grant submittal due on Aug 21st. They are also putting the final edits on the Benefit Cost Ratio that will be submitted as part of the application.*
- *There next focus will be on the Bridge Investment Program (BIP) grant applications.*
- *They are also submitting responses to questions on our SS4A grant application.*

PENDING GRANT FUNDING UPDATES

- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
 - *Application Due: 7/10/23 @ 5pm EDT*
 - *Available funding total: \$1.177B*
 - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
 - *Implementation Grants – Min – Max award \$2.5M to \$25M*
 - *Requested amount of funding: \$1M*
 - *Application Submitted: 7/7/23*
 - *Expected Announcement: 10/2023*
- *Multimodal Project Discretionary Grant (MPDG)*

- *NOFO Released on: 6/27/2023*
- *Deadline: 8/21/2023*
- *INFRA (\$3-3.1 B available from the FY23 an FY24 Funding)*
- *MEGA (\$1.8 B available from the FY23 an FY24 Funding)*
- *Rural (\$650-\$675M available from the FY23 an FY24 Funding)*
- *Mega funding for FY 2025 and FY 2026 may also be allocated to project during this application process, since Mega has the ability to make multi-year awards.*
- *Project team is preparing the application and completing the Benefit Cost Analysis (BCA).*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*
 - *RBMC is working on updating Application prior to release of NOFO*

EXCUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22.*
 - *Q4 2022 reporting has been submitted through RADs to FHWA*
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$313,413.78*
 - *Total Reimbursement received to date: \$313.413.78*
 - *Remaining Funds: \$4,686,586.22*
 - Next reimbursement submittal July 2023*
- *WA SB 5165 Grant*
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Total Submitted for Reimbursement: \$2,999,998.76*
 - *Total Reimbursement received to date: \$2,205,910*
 - *Remaining Funds: \$2,000,001.24*
 - *2nd Quarter 23 reimbursement submitted for \$794,088.96*
 - Next reimbursement submittal will be October 2023.*
- *Raise Planning Grant*
 - *Grant Awarded 6/28/23*
 - *Funding: \$3.6M*

- *We received sample agreements from FHWA and a notice that they would be setting up a Kickoff meeting soon. We have contacted our local representative to see if we can provide any support in setting up that meeting.*

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
- *Email was sent to each of the Treaty Tribes, requesting a letter of support that Treaty MOA process will not impact the projects ability to be shovel ready in 18 months.*

- ***Yakama Nation (YN).***

- *Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23*
- *A meeting to discuss the Section 106 MOA and Treaty Fishing MOA was held on 2/28/23. Meeting was positive and they were very appreciative of the work that was done in the draft Treaty MOA. Yakama Nation will review the draft MOA with a tentative date to provide responses in two weeks.*
- *Yakama Nation provided an email update on 3/20/23 that the MOA has been circulated for internal review. We are awaiting their comments and to set up a follow up meeting.*
- *The project team had a brief discussion with YN on 6/9. YN indicated they are working through some internal discussions and were anticipating being able to respond in the next 30 days on how to move forward with the Section 106 MOA and Treat Fishing MOA*
- *YN has added a second lawyer to the project who will be focused on the Section 106 MOA (Riley Neff-Warner), Marcus Shirzad will remain on the project and lead the Treat MOA discussions. We are working with Marcus to confirm a August 22nd for a follow up meeting with Yakama Nation*

- ***Nez Perce***

- *The Draft MOA was submitted to ODOT on 1/17/23*
- *ODOT approved us to move forward with sending the Draft MOA on 1/24/23.*
- *2/2/23 – MOA was sent to Amanda with Nez Perce on 2/2/23.*
- *On 4/18/23 the Tribe's Cultural Resource and Fisheries departments were able to fully brief Nez Perce Tribal Executive Committee's (NPTEC) Natural Resource Subcommittee on the project and the key terms in the draft MOA.*
- *A second meeting was held on 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA met with a number of members of the Nez Perce Tribe. Legal Counsel for the tribe will working with tribal members on a response to our draft MOA.*
- *At the suggestion of the Tribe, the team also submitted a form to the Nez Perce Tribes requesting permission to use their logo in support of the project. This request was discussed at the 6/6/23 meeting with the Tribal Executive Committee and they will be taking it for approval on 6/13/23.*

- *A Letter of Support was received from Nez Perce along with permission to use their logo in Funding requests*
- *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She will be discussing proposed edits to the MOA with the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She should have edits for after that meeting. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She requested that we follow up at the end of August to set up a meeting.*
- **Umatilla (CTUIR).**
 - *The Draft MOA was submitted to the Umatilla Tribe on 1/25/23*
 - *Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23*
 - *The team received comments from CTUIR on the first draft of the MOA on 4/3/23.*
 - *A 2nd Meeting was held with CTUIR on 4/5/2023 to review the comments and discuss ideas on how to determine and quantify mitigation measures within the Treat MOA. The meeting was very positive and follow up meeting is being schedule for mid-May.*
 - *The 2nd draft of the CTUIR MOA was sent to Umatilla on 4/25/2023.*
 - *We are coordinating our next meeting with Umatilla.*
- **Warm Springs.**
 - *The project team met with Warm Springs Natural Resources group on 4/11/23 and presented a project update and introduced the Draft Treaty MOA to the group.*
 - *The project team also meet with the Warm Springs Council on 4/12/23 to update them on the project.*
 - *A request to use the tribe's logo and to obtain a letter of support for the project was also requested of the tribe. They are considering the request. Sample letters of support were provided to them for reference.*
 - *The project team is working on setting up a 2nd meeting with the tribe to advance discussion around the Treaty Tribe MOA.*
 - *The team met with Warm Springs TERO Director and discussed Work Force Development on the project and the Treaty Tribe MOA. They also received work that the Tribe will be sending a letter of support for the project and permission to use their logo in support of our Grant Applications.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *A meeting was held with ODOT on 3/7 with Region 1 staff and Headquarters Procurement staff to discuss their role on the upcoming PDB Procurement. Robert Wattman will be our*

point of contact and backed by Sam Hunaidi. A number ODOT technical staff were also at the meeting and provided input into how to move forward. WSDOT also attend this meeting.

- *A meeting was held on 6/29/23 with ODOT Region 1 to provide an update on the RFP development and coordinate their involvement on the PDB procurement. A reoccurring meeting will be set up with ODOT*
- *A meeting was held with FHWA on 5/18 to continue updates with them on their role on the upcoming PDB Procurement*
- *A meeting was held with WSDOT on 6/27/23 to discuss the PDB procurement and WSDOT contacts for coordination. A Reoccurring meeting is being set up with WSDOT*
- *The RFP development team will be meeting with the evaluation team from the HRWSBA August 7, 8, 9 to provide them with an overview of the RFP and Progressive Design Build.*
- *Agency review is scheduled to start on Aug 14th.*
- *Industry review is scheduled to start on Oct 20th*
- *The issue date for the RFP is December 11th.*
- *Proposal due date is February 26th.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the Project will be asked to fund the tribal monitoring costs.*
- *Underwater drilling started on July 10th and coordination is ongoing with tribal fishers. The work will last approximately 5 weeks.*
- *Over water borings B-03 and B-04 have been completed*
- *On land boring B-13 in Washington has been completed*
- *Over water boring B-05 is underway. This boring was substantially deeper than estimates from the TS&L work and our planning. It was anticipated that bedrock would be approximately 35 feet below mudline, our boring shows bedrock at 135' below mudline. The Geotech team will provide an update through a presentation to the board at the August 14th meeting.*
- *Archeological review of boring B-03 found lithic debitage, the finding was reported to ODOT who has coordinated the reporting with the tribes and other agencies. We have received no request for additional investigation. Pictures of the samples are attached.*

SURVEY

- *Completed Work:*
 - *Continued effort to resolve OR rights of ways & property lines, additional research and documentation received from ODOT and Hood River County.*
- *Upcoming Work:*
 - *Complete right of way calculations in OR and WA*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the BSWG and PORT on when to move forward with discussion with the landowner on this action.*
- *We are finalizing the appraisal on the private property full take in Washington and will be starting work on the Port Facilities.*

PERMITTING

- *The project team is working with the Columbia River Gorge Commission and US Dept. of Agriculture to discuss potential members of the Aesthetic Committee.*
- *Staff received an update from Nohemi Enciso, LWCF Grant Program Coordinator, she is still reviewing the information we provided, and her records related to the boundary determinations and the impacts to our 6(f) mitigation. She indicated it would be more than a month before she could perform her review of the material.*
- *Staff continues reaching out to Washington State Department of Ecology (WDOE) for clarification on which Washington State agency will be the lead SEPA agency.*

FINAL EIS/RECORD OF DECISION

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisd=314171>*
- *Responses were provided on 3/28/23 to ODOT for the from ODOT Liaisons related to the Biological Assessment and their writing of the Biological Opinion. (See Packet)*
- *Email from Cindy Callahan at FHWA on 3/28 re-establishing the communication process that should be followed until the signing of the Biological Opinion. (See Packet)*
- *A coordination meeting was held with the Project Team, NOAA and FHWA on 3/29/23. NOAA indicated that once the liaison receives the updated BA anticipated to be in the next two weeks and all comments are closed that it would take 90 Days to complete the BO and then an additional 45 Days for NOAA's full review including their legal review. This would set the new anticipated date to receive the signed BO around Sept 1, 2023.*
- *A monthly recurring coordination meeting has been set up with Cindy Callahan – Senior Biologist (FHWA) and Rod Thompson – State Environmental Engineer (ODOT)*
- *The Section 106 MOA is waiting on coordination to be completed between FHWA, DAHP, ODOT, and the Yakama Nation. The project is waiting on a response from the Yakama Nation on how they would like to move forward. Discussion are ongoing with FHWA/ODOT on how to move this forward. The last response from Yakama nation was that they were having internal discussions and would respond after that was complete. The project team continues to reach out and work on setting up a meeting to advance these discussions.*

OTHER ITEMS

KEY MEETINGS

<i>7/25, 8/1</i>	<i>PORT Staff Meeting</i>
<i>7/25</i>	<i>Project Debrief with Authority Alternate</i>
<i>7/25</i>	<i>Coordination with ODOT, FHWA on Treaty MOA</i>
<i>7/28</i>	<i>Coordination meeting for Establishing Aesthetics Committee</i>
<i>8/1</i>	<i>Sen. Fredrick Visit to Geotech Work</i>

Commission Memo



Prepared by: Genevieve Scholl
Date: August 15, 2023
Re: FORTH Mobility Project Close-Out

In August of 2019, the Commission authorized a Letter of Support and Partnership for Forth Mobility’s application for grant funding from the U.S. Department of Energy to install electric vehicles and charging stations in Hood River for a community car sharing program. The program would attempt to demonstrate, in part, whether such infrastructure could increase access to electric vehicles and enhance mobility for lower income populations in rural areas. The proposal had the support of the Hood River Energy Council. Additionally, Columbia Area Transit Executive Director Patty Fink was active in encouraging the Port’s involvement, as one proposed location for the charging station is located near to the current CAT bus stop at the Barman Property.

Forth was successful in their application and has since worked to implement their program. On September 15, 2020, the Commission approved a Temporary Use Agreement to site an EV car charging station on N. 1st Street, near the bus shelter. The project is now complete, and project manager Kelly Yearick will attend the meeting remotely to provide the project close-out report and answer Commission questions.

Additionally, Commission direction is sought on the opportunity for the Port to accept ownership of and continue to operate the charging station. The 2020 Agreement includes the following option to be decided upon conclusion of the project:

“Upon the conclusion of the project, Forth will work with Port to transfer ownership of the charging stations to Port if it is desired by Port to maintain the infrastructure on its property. At this time, Port may request that the charging infrastructure be removed at the Forth’s expense and the property be restored to the condition as it was prior to removal, wear and tear not associated with removal excepted.”

If the Commission chooses to keep the charging station, the attached service quote from project partner Opconnect would enable the Port to continue to charge a fee/rate for public use of the charging station.

RECOMMENDATION: Discussion.

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Port of Hood River - Activation and Network

Port of Hood River

1000 East Port Marina Drive
Hood River, OR 97031
United States

Genevieve Scholl

gscholl@portofhoodriver.com

Reference: 20230616-091842734

Quote created: June 16, 2023

Quote expires: September 14, 2023

Quote created by: Amy Hillman

ahillman@opconnect.com

+15039981006

Comments from Amy Hillman

This is for activation, add QR code, signage and annual network fees.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Unit Discount	Total
OP-ACTIVATION-L2H Equipment back office provisioning, configuration, activation of network services, HCS-80 and CS-100 series chargers one-time fee		1	\$100.00		\$100.00
Network Connectivity (wifi, BLE, Ethernet) OpConnect EV Charger cloud network services, for SC3-40 or HCS-40 thru HCS-60-C bluetooth, wifi or ethernet connection. One year networking plan. Priced per port/year.	OP-NOC2-L2	1	\$180.00 /year		\$180.00 /year

Subtotals

Annual subtotal	\$180.00
One-time subtotal	\$100.00
Total	\$280.00

Purchase terms

1. These EVSE will be operated in the OpConnect Electric Vehicle Charging System® network.
2. The information in this quote is confidential and may be legally privileged. It is intended solely for the addressee. Access to this quote by anyone else is unauthorized.
3. A non-cancellable purchase order or this signed quote shall be issued for the purchase of equipment.
4. Payment terms are balance due prior to shipment or per Purchase Order terms.

Delivery Timeframe: 1-2 weeks from purchase

NOTE: Installation and Applicable Sales Taxes are not Included in the Table Above

The purchase of network services is governed by the standard terms and conditions available at:

<https://www.opconnect.com/press/network-tc/>

Your signature below indicates acceptance of the pricing and terms and conditions in this proposal.

Signature

Signature

Date

Printed name

Questions? Contact me



Amy Hillman
ahillman@opconnect.com
+15039981006

OpConnect, Inc.
1020 SE 11th Ave
Portland, Oregon 97214
United States

OpConnect HCS-XR (40/50/60/80A) (Ruggedized)



The Ruggedized HCS-XR (available in 40/50/60/80A) is a sturdy, reliable, cost-effective Level 2 charger that operates on 208 three-phase or 240 single-phase Vac and delivers up to 15.3 kW while charging. OpConnect has worked with Clipper Creek to internally network these stations with software to meet smart charging needs. The ruggedized 25-ft cord provides ample reach for convenient charging in any weather condition. The unit is designed to take the wear and tear of everyday use. The NEMA-4 watertight, rugged enclosure provides safe outdoor installation and protection. It can be wall or pedestal mounted (in dual or quad mount configurations).

KEY FEATURES

- Five-year parts warranty
- Impact and crush resistant SAE J1772 connector
- Type 4X watertight and corrosion-resistant rubber over-molded EV connector
- Full network capabilities including session data, collecting revenue from drivers, reservations, load management and mobile application (iOS and Android)
- OCPP 1.6/2.0 compliant
- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating temperatures: -22°F to 122°F (-30°C to 50°C)
- ETL, cETL Listed, ENERGYSTAR
- SAE J1772 compliant
- Optional Cable Management available
- Optional RFID Reader for access control and payment
- Hardware conforms with ADA requirements

TECHNICAL SPECIFICATIONS

Spec	HCS-40R/50R/60R/80R
Charging Power	32 Amp / 40 Amp / 48 Amp / 64 Amp
Product Dimensions	19.7"L x 8.9"W x 5.3"D
Output Power (kW)	7.7 kW / 9.6 kW / 11.5 kW / 15.4 kW
Installation	Hardwired (3 foot service whip provided)
Supply Circuit	208/240V, 40/50/60/80A
Warranty	5 years
Charge Cable Length	25 feet
Vehicle Connector Type	Lockable SAE J1772
Accessories Included	SAE J1772 Connector Holster (wall mount); Connector Lock and Keys
Enclosure	Fully Sealed NEMA 4
Environment Rating	Indoor/Outdoor rated
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Certifications	ETL, cETLus, ENERGYSTAR
Country of Origin	United States of America
Networking Connectivity	Cellular, Ethernet, Wi-Fi, Bluetooth
Codes and Standards	OCPP 1.6J and OpenADR 2.0b compliant

*The HCS family line also comes in a range of power outputs (40/50/60/80A)

Network Specifications

Support Systems Level 1, Level 2, and DCFC Charging Stations

Smart Phone (iOS and Android) Mobile Application for drivers

Integration with utility customer management system

Station owners can have chargers from multiple manufacturers at one site and manage under one platform

Email and text notifications when charging complete (to drivers)

Round robin reservation system with notifications to next driver in the queue

Station owner dashboard

View real-time charging station status

View and download usage and revenue reports

Schedule automatic e-mail delivery of usage and revenue reports

View open maintenance and support tickets for your chargers (receive e-mail service tickets)

Flexible Access Control

Restrict access to authorized users only (e.g. employees only)

Charge different usage rates for different users (e.g. employees charge for free)

Station owner can set own rates and update any time with web portal

Time-of-day rates with weekday vs weekend rates

Time span rates (e.g. costs increase after a certain time period to increase station turnover)

Support for credit cards, OpConnect card, Smartphone app

Portal Administration Functions

Multiple access levels (Company Admin, User, Maintenance, etc.)

Data views and ability to control chargers (set rate plans, restrict usage, etc.)

Load Management

Load sharing on single circuit breaker or entire load source

Minimum load per charger 8/10/12/16 amps for HCS-40/50/60/80

Commission Memo



Prepared by: Debbie Smith-Wagar
Date: August 15, 2023
Re: Financial Review for the Year Ended
June 30, 2023 (unaudited)

You will find four attachments regarding this financial review as follows:

- Bridge Traffic and Revenue Report
- Budget to Actual Reports
- Cost Center Analysis

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report, we showed an increase of 83,861 crossings more than last year. Our total crossings were 4,465,461. Bridge revenues were \$22,067 more than last year but (\$853,912) less than the budget. We have continued to see growth in BreezeBy accounts, which is reflected in statistics that show trips increasing by 1.91% but revenue virtually flat at 0.37%. Note that the dollar amounts report in the Bridge Traffic and Revenue Report differ slightly from the amounts reported in the financial statements due to accounting adjustments required for financial reporting.

Budget to Actual Reports

Revenue

Interest income is up significantly in all funds. Cash and investment balances are similar to June 30, 2022 balances, but interest for the Local Government Investment Pool (LGIP) was 1.15% at June 30, 2022, but 4.05% at June 30, 2023 (and has just increased to 4.50%). That has allowed our interest income to increase significantly.

General grants are down for the fiscal year ended June 30, 2023. The Port received several one-time coronavirus grants in fiscal year 2022. No similar programs were available in 2023.

Lease income increased about five percent in fiscal year 2023. Although most of our leases increase by CPI, that increase is limited to five percent. As new leases are implemented that five percent cap has been eliminated.

Expenditures

Personnel services were below budget mostly due to the Finance Director position being vacant for six months of the fiscal year and a lack of summer help last July and August. Most budgeted positions are filled now, so this year's personnel expenditures should be much closer to budget.

Materials & Services is tracking well below budget, due mostly to lower maintenance costs on most of our properties.

Capital Outlay was well below budget in most areas. The wire rope project on the bridge and some underwater pier work was moved from last fiscal year into the current year. Nearly \$1.5M was budgeted for work on Lot 1, but that work has been delayed as the future of that property is reassessed.

Facilities had two pickups budgeted that were not purchased. Those purchases were re-budgeted in the current fiscal year.

The financial statement audit is scheduled for the week of September 11, 2023. Although no major changes are expected, there may be some small modifications to the numbers as presented in this report.

I am available at your convenience to discuss this matter in more detail with you.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
For the Twelve Months Ended June 30, 2023 and Five Prior Years

	2017-18		2018-19		2019-20		2020-21		2021-22		2022-23		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	382,179	\$ 653,208	430,498	\$ 599,161	414,629	\$ 570,963	0.96	0.95
AUG	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	389,379	\$ 506,045	408,494	\$ 581,800	417,801	\$ 573,339	1.02	0.99
SEPT	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	341,474	\$ 452,982	398,102	\$ 563,147	396,779	\$ 552,108	1.00	0.98
OCT	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	361,145	\$ 522,775	388,007	\$ 539,143	407,474	\$ 562,113	1.05	1.04
NOV	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	291,634	\$ 380,546	334,212	\$ 445,788	337,244	\$ 449,788	1.01	1.01
DEC	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540	291,532	\$ 381,274	317,216	\$ 421,155	298,140	\$ 385,766	0.94	0.92
Calendar Year Total	4,377,500	\$ 4,038,137	4,546,163	\$ 5,969,681	4,328,694	\$ 5,896,268	3,828,639	\$ 5,016,023	4,304,587	\$ 5,909,128	4,377,138	\$ 5,915,619	1.02	1.00
JAN	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066	287,781	\$ 391,391	284,752	\$ 375,403	333,393	\$ 433,970	1.17	1.16
FEB	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221	251,487	\$ 331,474	322,240	\$ 422,726	313,992	\$ 404,073	0.97	0.96
MAR	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792	343,619	\$ 456,926	369,576	\$ 493,027	361,803	\$ 470,113	0.98	0.95
APR	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393	363,955	\$ 513,733	376,923	\$ 514,686	364,610	\$ 483,154	0.97	0.94
MAY	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299	389,522	\$ 524,955	400,756	\$ 538,789	413,738	\$ 560,109	1.03	1.04
JUN	406,529	\$ 566,765	395,038	\$ 587,179	332,373	\$ 750,423	391,694	\$ 540,455	350,824	\$ 476,911	405,858	\$ 548,307	1.16	1.15
Fiscal Year Total	4,502,181	\$ 4,911,588	4,411,836	\$ 5,903,866	4,076,838	\$ 5,276,299	4,085,401	\$ 5,655,764	4,381,600	\$ 5,971,736	4,465,461	\$ 5,993,803	1.07	1.06

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PORT OF HOOD RIVER
GENERAL FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
RESOURCE & EXPENDITURE

RESOURCE	ANNUAL	6/30/2023		
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
BEGINNING FUND BALANCE	\$ 528,000	\$ 531,029	\$ 3,029	100.57%
Interest	8,000	17,628	9,628	220.35%
Tax Receipts for Current Year	88,500	93,115	4,615	105.21%
Grants	2,000	-	(2,000)	0.00%
Transfers from Revenue Fund	961,250	959,488	(1,762)	99.82%
TOTAL REVENUES	\$ 1,059,750	\$ 1,070,231	\$ 10,481	425.38%
TOTAL RESOURCES	\$ 1,587,750	\$ 1,601,260	\$ 13,510	100.85%
EXPENDITURES				
ADMINISTRATION				
PERSONNEL SERVICES				
Commissioners	6,000	5,150	850	14.17%
Wages & Salaries - Administration	234,100	122,047	112,053	47.87%
Wages & Benefits - Community Service Initiative	35,000	-	35,000	100.00%
Taxes & Benefits	103,700	62,373	41,327	39.85%
TOTAL PERSONNEL SERVICES	\$ 378,800	\$ 189,570	\$ 189,230	49.96%
MATERIAL & SERVICES				
Office Lease	48,550	48,550	-	0.00%
All Utilities	1,000	-	1,000	100.00%
Maintenance, Supplies & Services	36,900	19,511	17,389	47.12%
Travel and Meeting Expenses	60,000	15,388	44,612	74.35%
Dues and Memberships	47,900	55,948	(8,048)	-16.80%
Insurance	4,100	3,770	330	8.05%
Professional Svcs-Bridge Legislative Advocacy	216,000	56,793	159,207	73.71%
Professional Svcs-Legal & Other	184,500	120,623	63,877	34.62%
Professional Svcs-Audit/Accounting	39,000	29,390	9,610	24.64%
Port Newsletter	23,500	12,314	11,186	47.60%
Press Releases-Promotions/Advertising	11,500	7,631	3,869	33.64%
TOTAL MATERIAL & SERVICES	\$ 672,950	\$ 369,918	\$ 303,032	45.03%
TOTAL ADMINISTRATION	\$ 1,051,750	\$ 559,488	\$ 492,262	46.80%
INCREASE/(DECREASE) IN FUND BALANCE	\$ 8,000	\$ 510,743	\$ (481,781)	
APPROPRIATIONS				
PERSONNEL SERVICES	\$ 378,800	\$ 189,570	\$ 189,230	49.96%
MATERIALS & SERVICES	\$ 672,950	\$ 369,918	\$ 303,032	45.03%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	0.00%
TRANSFERS	\$ -	\$ -	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 1,051,750	\$ 559,488	\$ 492,262	46.80%
ENDING FUND BALANCE - UNASSIGNED	\$ 536,000	\$ 1,041,772	\$ 505,772	
TOTAL REQUIREMENTS	\$ 1,587,750	\$ 1,601,260	\$ (13,510)	

PORT OF HOOD RIVER
BRIDGE REPAIR FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
RESOURCE & EXPENDITURE

	ANNUAL	6/30/2023		
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
RESOURCE				
BEGINNING FUND BALANCE	\$ 2,925,000	\$ 3,026,673	\$ 101,673	103.48%
INTEREST INCOME	25,000	83,768	58,768	335.07%
GRANT	-	62,483	62,483	0.00%
TOTAL CASH AVAILABLE	2,950,000	3,172,924	222,924	107.56%
TRANSFER FROM REVENUE FUND				
FROM REVENUE FUND - 1994/2012 TOLLS	2,258,160	2,202,959	(55,201)	97.56%
FROM REVENUE FUND - 2018 TOLL INCREASE	564,540	550,740	(13,800)	97.56%
TOTAL TRANSFERS	\$ 2,822,700	\$ 2,753,699	\$ (69,001)	97.56%
TOTAL RESOURCES	\$ 5,772,700	\$ 5,926,623	\$ 153,923	102.67%
EXPENDITURES				
PERSONNEL SERVICES				
WAGES - EXISTING BRIDGE	\$ 64,500	\$ 65,469	\$ (969)	-1.50%
BENEFITS - EXISTING BRIDGE	42,200	28,902	13,298	31.51%
TOTAL PERSONNEL SERVICES	\$ 106,700	\$ 94,371	\$ 12,329	11.55%
MATERIAL & SERVICES				
MAINTENANCE/FLAGGING	25,000	1,356	23,644	94.58%
INSURANCE	1,000	990	10	1.00%
PROFESSIONAL SERVICES - EXISTING BRIDGE	155,000	41,316	113,684	73.34%
PROFESSIONAL SERVICES - EXISTING BRIDGE - LEGAL	30,000	650	29,350	97.83%
MISCELLANEOUS - EXISTING BRIDGE	30,000	869	29,131	97.10%
TOTAL MATERIAL & SERVICES	\$ 241,000	\$ 45,181	\$ 195,819	81.25%
CAPITAL OUTLAY				
CAPITAL PURCHASE - EXISTING BRIDGE	2,475,000	695,359	1,779,641	71.90%
CAPITAL PURCHASE - REPLACEMENT BRIDGE	-	-	-	-
TOTAL CAPITAL OUTLAY	\$ 2,475,000	\$ 695,359	\$ 1,779,641	71.90%
TOTAL OPERATIONS EXPENDITURES	\$ 2,822,700	\$ 834,911	\$ 1,987,789	70.42%
TRANSFERS-REVENUE FUND	-	-	-	-
CONTINGENCY	500,000	-	500,000	100.00%
TOTAL EXPENDITURES	\$ 3,322,700	\$ 834,911	\$ 2,487,789	74.87%
INCREASE/(DECREASE) IN FUND BALANCE	\$ (475,000)	\$ 2,065,039	\$ 2,540,039	-
ENDING FUND BALANCE	\$ 2,450,000	\$ 5,091,712	\$ 2,641,712	-
APPROPRIATIONS				
PERSONNEL SERVICES	\$ 106,700	\$ 94,371	\$ 12,329	88.45%
MATERIALS & SERVICES	\$ 241,000	\$ 45,181	\$ 195,819	18.75%
CAPITAL OUTLAY	\$ 2,475,000	\$ 695,359	\$ 1,779,641	28.10%
CONTINGENCIES	\$ 500,000	\$ -	\$ 500,000	0.00%
TOTAL APPROPRIATIONS	\$ 3,322,700	\$ 834,911	\$ 2,487,789	25.13%
FUND BALANCE - ASSIGNED	\$ 1,885,460	\$ 4,540,972	\$ 2,655,512	-
FUND BALANCE - COMMITTED	\$ 564,540	\$ 550,740	\$ (13,800)	-
FUND BALANCE - RESTRICTED	\$ -	\$ -	\$ -	-
TOTAL REQUIREMENTS	\$ 5,772,700	\$ 5,926,623	\$ (153,923)	-

**PORT OF HOOD RIVER
BRIDGE REPLACEMENT FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
RESOURCE & EXPENDITURE**

	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
RESOURCE				
BEGINNING FUND BALANCE	\$ 4,900,000	\$ -	\$ (4,900,000)	0.00%
INTEREST INCOME	500	114,203	113,703	22840.60%
GRANT - STATE OF WASHINGTON	2,297,500	2,937,516	640,016	127.86%
GRANT - BUILD	2,400,000	-	(2,400,000)	0.00%
GRANT - ARPA - STATE OF OREGON	-	613,655	613,655	0.00%
OTHER INCOME/FINANCING	-	-	-	
TOTAL CASH AVAILABLE	9,598,000	3,665,374	(5,932,626)	38.19%
TRANSFER FROM REVENUE FUND				
FROM REVENUE FUND - 2023 TOLL INCREASE	350,000	168,350	(181,650)	48.10%
TOTAL TRANSFERS	\$ 350,000	\$ 168,350	\$ (181,650)	48.10%
TOTAL RESOURCES	\$ 9,948,000	\$ 3,833,724	\$ (6,114,276)	38.54%
EXPENDITURES				
PERSONNEL SERVICES				
WAGES - REPLACEMENT	\$ 146,100	\$ 60,115	\$ (85,985)	41.15%
BENEFITS - REPLACEMENT	64,100	28,282	(35,818)	44.12%
TOTAL PERSONNEL SERVICES	\$ 210,200	\$ 88,397	\$ (121,803)	42.05%
MATERIAL & SERVICES - ADMINISTRATIVE				
IT, INTERNET AND PHONE SERVICES	2,800	1,421	(1,379)	50.75%
TRAVEL AND LODGING	37,000	35,513	(1,487)	95.98%
OFFICE EQUIPMENT AND SUPPLIES	500	-	(500)	0.00%
OTHER - MISCELLANEOUS	185,000	173,675	(11,325)	93.88%
MATERIALS & SERVICES - PROFESSIONAL SERVICES				
PROFESSIONAL SERVICES - NEPA	363,000	315,833	(47,167)	87.01%
PROFESSIONAL SERVICES - PROJECT MANAGEMENT	-	-	-	0.00%
PROFESSIONAL SERVICES - CONTRACT ADVISORS	215,000	187,304	(27,696)	87.12%
PROFESSIONAL SERVICES - OTHER STUDIES/AGENCY REVIEW	620,000	611,425	(8,575)	98.62%
PROFESSIONAL SERVICES - OTHER	55,000	40,261	(14,739)	73.20%
PROFESSIONAL SERVICES - LEGAL	157,500	142,426	(15,074)	90.43%
TOTAL MATERIAL & SERVICES	\$ 1,635,800	\$ 1,507,858	\$ (127,942)	92.18%
CAPITAL OUTLAY				
CAPITAL IMPROVEMENT PROJECT - PROJECT MANAGEMENT	100,000	-	(100,000)	0.00%
CAPITAL IMPROVEMENT PROJECT - ENGINEERING	3,000,000	2,237,469	(762,531)	74.58%
TOTAL CAPITAL OUTLAY	\$ 3,100,000	\$ 2,237,469	\$ (862,531)	72.18%
TOTAL OPERATIONS EXPENDITURES	\$ 4,946,000	\$ 3,833,724	\$ (1,112,276)	77.51%
CONTINGENCY	\$ -	\$ -	\$ -	
TOTAL EXPENDITURES	\$ 4,946,000	\$ 3,833,724	\$ (1,112,276)	77.51%
INCREASE/(DECREASE) IN FUND BALANCE	\$ 102,000	\$ -	\$ (102,000)	
ENDING FUND BALANCE	\$ 5,002,000	\$ -	\$ (5,002,000)	0.00%
APPROPRIATIONS				
PERSONNEL SERVICES	\$ 210,200	\$ 88,397	\$ 121,803	42.05%
MATERIALS & SERVICES	\$ 1,635,800	\$ 1,507,858	\$ 127,942	92.18%
CAPITAL OUTLAY	\$ 3,100,000	\$ 2,237,469	\$ 862,531	72.18%
CONTINGENCIES	\$ -	\$ -	\$ -	
TOTAL APPROPRIATIONS	\$ 4,946,000	\$ 3,833,724	\$ 1,112,276	77.51%
FUND BALANCE - ASSIGNED	\$ 4,652,000	\$ -	\$ (4,652,000)	
FUND BALANCE - COMMITTED	\$ 350,000	\$ -	\$ (350,000)	
FUND BALANCE - RESTRICTED	\$ -	\$ -	\$ -	
TOTAL REQUIREMENTS	\$ 9,948,000	\$ 3,833,724	\$ (6,114,276)	

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23**

RESOURCES	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
RESOURCE				
Beginning Fund Balance	\$ 11,500,000	\$ 10,971,663	\$ (528,337)	-4.59%
Interest	100,000	279,193	179,193	179.19%
TOTAL UNALLOCATED RESOURCES	\$ 11,600,000	\$ 11,250,856	\$ (349,144)	-3.01%
TOLL BRIDGE				
BRIDGE TOLLS	\$ 6,690,000	\$ 5,836,088	(853,912)	-12.76%
CABLE CROSSING LEASES	21,000	43,663	22,663	107.92%
BREEZEBY INTERAGENCIES	84,000	87,805	3,805	4.53%
OTHER	25,000	3,950	(21,050)	-84.20%
TOTAL TOLL BRIDGE	\$ 6,820,000	\$ 5,971,506	\$ (848,494)	-12.44%
INDUSTRIAL BUILDINGS				
Big 7 Building				
LEASE INCOME	\$ 343,400	\$ 287,311	(56,089)	-16.33%
REIMBURSABLE UTILITIES	42,800	35,382	(7,418)	-17.33%
PROPERTY TAX	18,800	17,908	(892)	-4.74%
OTHER	-	22,400	22,400	100.00%
TOTAL BIG 7 BUILDING	\$ 405,000	\$ 363,001	\$ (41,999)	-10.37%
Jensen Property				
LEASE INCOME	606,400	603,865	(2,535)	-0.42%
REIMBURSABLE UTILITIES	-	2,125	2,125	100.00%
FINANCING SOURCES/INSURANCE	20,000	-	(20,000)	-100.00%
TOTAL BIG 7 BUILDING	\$ 626,400	\$ 605,990	\$ (20,410)	-3.26%
Maritime Building				
LEASE INCOME	352,000	387,550	35,550	10.10%
OTHER	-	1,900	1,900	
TOTAL MARITIME BUILDING	\$ 352,000	\$ 389,450	\$ 37,450	10.64%
Halyard Building				
LEASE INCOME	643,800	809,989	166,189	25.81%
TOTAL HALYARD BUILDING	\$ 643,800	\$ 809,989	\$ 166,189	25.81%
Timber Incubator Property				
LEASE INCOME	95,100	83,203	(11,897)	-12.51%
REIMBURSABLE UTILITIES	7,400	979	(6,421)	-86.77%
PROPERTY TAXES	6,100	5,897	(203)	-3.33%
TOTAL TIMBER INCUBATOR PROPERTY	\$ 108,600	\$ 90,079	\$ (18,521)	-17.05%
Wasco Street Business Park				
LEASE INCOME	275,000	269,807	(5,193)	-1.89%
TOTAL WASCO STREET BUSINESS PARK	\$ 275,000	\$ 269,807	\$ (5,193)	-1.89%
Hanel Lower Mill				
LEASE INCOME	16,000	51,047	35,047	45.65%
TOTAL UTS PORTSITE AND NEW SITE	\$ 16,000	\$ 51,047	\$ 35,047	219.04%
TOTAL INDUSTRIAL BUILDINGS	\$ 2,426,800	\$ 2,579,363	\$ 152,563	6.29%
COMMERCIAL BUILDINGS				
State DMV Office Building				
LEASE INCOME	49,500	48,782	(718)	-1.45%
TOTAL STATE DMV OFFICE BUILDING	\$ 49,500	\$ 48,782	\$ (718)	-1.45%
Marina Office Building				
LEASE INCOME	71,300	76,651	5,351	7.50%
REIMBURSABLE UTILITIES	1,600	2,231	631	39.44%
PROPERTY TAX	300	1,619	1,319	439.67%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
RESOURCES**

RESOURCE	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
TOTAL MARINA OFFICE BUILDING	\$ 73,200	\$ 80,501	\$ 7,301	9.97%
Port Office				
LEASE INCOME	48,550	48,550	-	0.00%
TOTAL PORT OFFICE	\$ 48,550	\$ 48,550	\$ -	0.00%
TOTAL COMMERCIAL BUILDINGS	\$ 171,250	\$ 177,833	\$ 6,583	3.84%
WATERFRONT INDUSTRIAL LAND				
OTHER INCOME	15,500	5,275	(10,225)	-65.97%
INCOME FROM GRANTS	1,000,000	-	(1,000,000)	-100.00%
PARKING	154,300	145,753	(8,547)	-5.54%
TOTAL WATERFRONT INDUSTRIAL LAND	\$ 1,169,800	\$ 151,028	\$ (1,018,772)	-87.09%
WATERFRONT RECREATION				
Event Site				
-EVENT SITE ANNUAL PASSES	163,000	199,210	36,210	22.21%
-EVENT SITE DAY PASSES	45,000	43,054	(1,946)	-4.32%
-EVENT SITE SPECIAL EVENTS	16,200	20,900	4,700	29.01%
-SAILING SCHOOLS/CONCESSIONS	14,500	26,692	12,192	84.08%
TOTAL WATERFRONT EVENT SITE	\$ 238,700	\$ 289,856	\$ 51,156	21.43%
***Hook/Spit/Nichols**				
SAILING SCHOOLS/CONCESSION/SPECIAL EVENTS	10,000	13,244	3,244	32.44%
NICHOLS CONCESSION/SPECIAL EVENTS/LEASE	2,600	2,783	183	7.04%
TOTAL HOOK/SPIT	\$ 12,600	\$ 16,027	\$ 3,427	27.20%
Marina Park				
SHOP BUILDING #3	7,800	8,093	293	3.76%
UTILITES	1,200	4,550	3,350	279.17%
TAXES	1,600	-	(1,600)	-100.00%
CONCESSIONS/OTHER	6,000	7,349	1,349	22.48%
SHOWERS	1,000	1,389	389	38.90%
SPECIAL EVENTS	3,300	2,700	(600)	-18.18%
TOTAL MARINA PARK	\$ 20,900	\$ 24,081	\$ 3,181	15.22%
TOTAL WATERFRONT RECREATION	\$ 272,200	\$ 329,964	\$ 57,764	21.22%
**MARINA **				
MOORAGE SLIP LEASE INCOME	268,700	312,480	43,780	16.29%
MOORAGE ASSESSMENT	84,900	83,367	(1,533)	-1.81%
STATE MARINE BOARD	7,000	-	(7,000)	-100.00%
REIMBURSABLE UTILITIES	22,300	9,056	(13,244)	-59.39%
REIMBURSABLE PROP TAX	-	1,591	1,591	100.00%
MISCELLANEOUS-Transient dock	24,000	11,392	(12,608)	-52.53%
CRUISE SHIPS	18,100	13,650	(4,450)	-24.59%
GRANT	132,300	-	(132,300)	-100.00%
TOTAL MARINA	\$ 557,300	\$ 431,536	\$ (125,764)	-22.57%
AIRPORT				
T-HANGARS LEASES INCOME	152,200	164,208	12,008	7.89%
HANGAR 1 LEASE INCOME	47,400	48,209	809	1.71%
HANGAR LEASE INCOME	23,500	24,179	679	2.89%
LAND LEASES	24,100	30,269	6,169	25.60%
REIMBURSED UTILITIES	8,000	10,730	2,730	34.13%
PROPERTY TAX	4,000	1,937	(2,063)	-51.58%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23**

RESOURCES	ANNUAL	6/30/2023		
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
RESOURCE				
GRANT	385,700	306,737	(78,963)	-20.47%
MISCELLANEOUS	1,000	2,025	1,025	102.50%
TOTAL AIRPORT	\$ 645,900	\$ 588,294	\$ (57,606)	-8.92%
GENERAL				
ADMINISTRATION GRANTS	2,500	-	(2,500)	-100.00%
MISCELLANEOUS	9,000	24,871	15,871	176.34%
TOTAL GENERAL	\$ 11,500	\$ 24,871	\$ 13,371	116.27%
TOTAL RESOURCES	\$ 23,674,750	\$ 21,505,251	\$ (2,169,499)	-9.16%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL		6/30/2023		
	ADOPTED		ACTUAL	\$ AVAILABLE	
TOLL BRIDGE					
PERSONNEL SERVICES					
WAGES & SALARIES	\$ 966,700	\$	785,159	\$ 181,541	18.78%
TAXES & BENEFITS	447,500		340,383	107,117	23.94%
TOTAL PERSONNEL SERVICES	\$ 1,414,200	\$	1,125,542	\$ 288,658	20.41%
MATERIALS & SERVICES					
ALL UTILITIES	18,000		17,174	826	4.59%
FIXED MAINTENANCE	50,000		18,571	31,429	62.86%
INSURANCE	327,000		366,441	(39,441)	-12.06%
PROFESSIONAL SERVICES -Other	333,000		266,964	66,036	19.83%
PROFESSIONAL SERVICES -Legal	20,000		-	20,000	100.00%
CREDIT CARD PROCESSING	185,000		199,618	(14,618)	-7.90%
TRANSPONDER WRITE-OFF	30,000		-	30,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	245,000		31,795	213,205	87.02%
TOTAL MATERIALS & SERVICES	\$ 1,208,000	\$	900,563	\$ 307,437	25.45%
CAPITAL OUTLAY					
CAPITAL PURCHASE	190,000		-	190,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 190,000	\$	-	\$ 190,000	100.00%
TOTAL TOLL BRIDGE	\$ 2,812,200	\$	2,026,105	\$ 786,095	27.95%
INDUSTRIAL BUILDINGS					
Big 7 Building					
PERSONNEL SERVICES					
WAGES & SALARIES	43,500		49,486	(5,986)	-13.76%
TAXES & BENEFITS	23,500		22,824	676	2.88%
TOTAL PERSONNEL SERVICES	\$ 67,000	\$	72,310	\$ (5,310)	-7.93%
MATERIALS & SERVICES					
ALL UTILITIES	71,000		69,086	1,914	2.70%
FIXED MAINTENANCE	20,000		16,662	3,338	16.69%
INSURANCE	14,800		15,761	(961)	-6.49%
PROPERTY TAX	28,000		26,401	1,599	5.71%
PROFESSIONAL SERVICES-Design & Engineering	5,000		-	5,000	100.00%
PROFESSIONAL SERVICES-Legal	4,000		21,480	(17,480)	-437.00%
MISCELLANEOUS REPAIRS & PURCHASES	38,000		34,238	3,762	9.90%
TOTAL MATERIALS & SERVICES	\$ 180,800	\$	183,628	\$ (2,828)	-1.56%
CAPITAL OUTLAY					
CAPITAL PURCHASES	32,000		-	32,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 32,000	\$	-	\$ 32,000	100.00%
TOTAL BIG 7 BUILDING	\$ 279,800	\$	255,938	\$ 23,862	8.53%
Jensen Property					
PERSONNEL SERVICES					
WAGES & SALARIES	50,300		57,491	(7,191)	-14.30%
TAXES & BENEFITS	26,600		26,031	569	2.14%
TOTAL PERSONNEL SERVICES	\$ 76,900	\$	83,522	\$ (6,622)	-8.61%
MATERIALS & SERVICES					
ALL UTILITIES	95,000		105,271	(10,271)	-10.81%
FIXED MAINTENANCE	21,000		22,788	(1,788)	-8.51%
INSURANCE	9,300		9,947	(647)	-6.96%
PROPERTY TAX	46,000		39,957	6,043	13.14%
PROFESSIONAL SERVICES-Design & Engineering	5,000		10,745	(5,745)	-114.90%
PROFESSIONAL SERVICES-Legal	8,000		-	8,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	13,000		10,268	2,732	21.02%
TOTAL MATERIAL & SERVICES	\$ 197,300	\$	198,976	\$ (1,676)	-0.85%
CAPITAL OUTLAY					
CAPITAL PURCHASES	130,000		-	130,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 130,000	\$	-	\$ 130,000	100.00%
DEBT SERVICE					
PRINCIPAL & INTEREST	158,000		156,220	1,780	1.13%
TOTAL DEBT SERVICE	\$ 158,000	\$	156,220	\$ 1,780	1.13%
TOTAL JENSEN PROPERTY	\$ 562,200	\$	438,718	\$ 123,482	21.96%
Maritime Building					
PERSONNEL SERVICES					
WAGES & SALARIES	31,400		34,730	(3,330)	-10.61%
TAXES & BENEFITS	16,800		16,087	713	4.24%
TOTAL PERSONNEL SERVICES	\$ 48,200	\$	50,817	\$ (2,617)	-5.43%
MATERIALS & SERVICES					
ALL UTILITIES	36,000		40,444	(4,444)	-12.34%
FIXED MAINTENANCE	3,000		1,929	1,071	35.70%
INSURANCE	6,300		6,706	(406)	-6.44%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL	6/30/2023		
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
PROPERTY TAX	18,700	18,361	339	1.81%
PROFESSIONAL SERVICES-Design & Engineering	5,000	1,348	3,652	73.04%
PROFESSIONAL SERVICES-Legal	5,000	-	5,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	3,000	687	2,313	77.10%
TOTAL MATERIALS & SERVICES	\$ 77,000	\$ 69,475	\$ 7,525	9.77%
CAPITAL OUTLAY				
CAPITAL PURCHASES	300,000	297,861	300,000	99.29%
TOTAL CAPITAL OUTLAY	\$ 300,000	\$ 297,861	\$ 300,000	99.29%
TOTAL MARITIME BUILDING	\$ 425,200	\$ 418,153	\$ 304,908	98.34%
Halyard Building				
PERSONNEL SERVICES				
WAGES & SALARIES	48,500	53,591	(5,091)	-10.50%
TAXES & BENEFITS	25,900	24,508	1,392	5.37%
TOTAL PERSONNEL SERVICES	\$ 74,400	\$ 78,099	\$ (3,699)	-4.97%
MATERIALS & SERVICES				
ALL UTILITIES	263,000	299,917	(36,917)	-14.04%
FIXED MAINTENANCE	48,000	11,931	36,069	75.14%
INSURANCE	5,400	5,763	(363)	-6.72%
PROPERTY TAX	65,800	69,843	(4,043)	-6.14%
PROFESSIONAL SERVICES-Design & Engineering	5,000	2,599	2,401	48.02%
PROFESSIONAL SERVICES-Legal	5,000	-	5,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	5,000	2,569	2,431	48.62%
TOTAL MATERIALS & SERVICES	\$ 397,200	\$ 392,622	\$ 4,578	1.15%
CAPITAL OUTLAY				
CAPITAL PURCHASES	30,000	30,000	-	0.00%
TOTAL CAPITAL OUTLAY	\$ 30,000	\$ 30,000	\$ -	0.00%
TOTAL HALYARD BUILDING	\$ 501,600	\$ 500,721	\$ 879	0.18%
Timber Incubator Property				
PERSONNEL SERVICES				
WAGES & SALARIES	22,300	25,265	(2,965)	-13.30%
TAXES & BENEFITS	11,800	11,633	167	1.42%
TOTAL PERSONNEL SERVICES	\$ 34,100	\$ 36,898	\$ (2,798)	-8.21%
MATERIALS & SERVICES				
ALL UTILITIES	15,000	7,626	7,374	49.16%
FIXED MAINTENANCE	5,000	2,455	2,545	50.90%
INSURANCE	800	784	16	2.00%
PROPERTY TAX	8,000	7,956	44	0.55%
PROFESSIONAL SERVICES-Design & Engineering	2,000	950	1,050	52.50%
PROFESSIONAL SERVICES-Legal	5,000	-	5,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	2,000	-	2,000	100.00%
TOTAL MATERIALS & SERVICES	\$ 37,800	\$ 19,771	\$ 18,029	47.70%
CAPITAL OUTLAY				
CAPITAL PURCHASES	10,000	-	10,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 10,000	\$ -	\$ 10,000	100.00%
TOTAL TIMBER INCUBATOR PROPERTY	\$ 81,900	\$ 56,669	\$ 25,231	30.81%
Wasco Street Business Park				
PERSONNEL SERVICES				
WAGES & SALARIES	38,400	44,697	(6,297)	-16.40%
TAXES & BENEFITS	21,500	21,065	435	2.02%
TOTAL PERSONNEL SERVICES	\$ 59,900	\$ 65,762	\$ (5,862)	-9.79%
MATERIALS & SERVICES				
ALL UTILITIES	33,000	36,520	(3,520)	-10.67%
FIXED MAINTENANCE	10,000	13,652	(3,652)	-36.52%
INSURANCE	6,500	6,887	(387)	-5.95%
PROPERTY TAX	33,000	31,172	1,828	5.54%
PROFESSIONAL SERVICES-Design & Engineering	2,000	2,456	(456)	-22.80%
PROFESSIONAL SERVICES-Legal	3,000	-	3,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	7,000	2,248	4,752	67.89%
TOTAL MATERIALS & SERVICES	\$ 94,500	\$ 92,935	\$ 1,565	1.66%
CAPITAL OUTLAY				
CAPITAL PURCHASES	50,000	-	50,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 50,000	\$ -	\$ 50,000	100.00%
TOTAL WASCO STREET BUSINESS PARK	\$ 204,400	\$ 158,697	\$ 45,703	22.36%
HANEL LOWER MILL				
PERSONNEL SERVICES				
WAGES & SALARIES	30,200	30,576	30,200	101.25%
TAXES & BENEFITS	13,100	12,548	13,100	95.79%
TOTAL PERSONNEL SERVICES	\$ 43,300	\$ 43,124	\$ 43,300	99.59%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
MATERIALS & SERVICES				
ALL UTILITIES	4,000	3,661	339	8.48%
FIXED MAINTENANCE	3,000	2,013	987	32.90%
INSURANCE	800	772	28	3.50%
PROFESSIONAL SERVICES-Design & Engineering	55,000	315	54,685	99.43%
PROFESSIONAL SERVICES-Legal	7,000	-	7,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	3,000	414	2,586	86.20%
TOTAL MATERIALS & SERVICES	\$ 72,800	\$ 7,175	\$ 65,625	90.14%
CAPITAL OUTLAY				
CAPITAL PURCHASES	275,000	100,419	275,000	36.52%
TOTAL CAPITAL OUTLAY	\$ 275,000	\$ 100,419	\$ 275,000	36.52%
TOTAL HANEL LOWER MILLS	\$ 391,100	\$ 150,718	\$ 383,925	38.54%
TOTAL INDUSTRIAL BUILDINGS	\$ 2,446,200	\$ 1,979,614	\$ 907,990	80.93%
COMMERCIAL BUILDINGS				
State DMV Office Building				
PERSONNEL SERVICES				
WAGES	19,000	20,955	(1,955)	-10.29%
BENEFITS	10,200	9,966	234	2.29%
TOTAL PERSONNEL SERVICES	\$ 29,200	\$ 30,921	\$ (1,721)	-5.89%
MATERIALS & SERVICES				
ALL UTILITIES	7,000	8,651	(1,651)	-23.59%
FIXED MAINTENANCE	7,000	1,014	5,986	85.51%
INSURANCE	1,600	1,645	(45)	-2.81%
PROPERTY TAX	4,200	3,916	284	6.76%
PROFESSIONAL SERVICES-Design & Engineering	2,000	-	2,000	100.00%
PROFESSIONAL SERVICES-Legal	2,000	-	2,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	27,000	22,358	4,642	17.19%
TOTAL MATERIALS & SERVICES	\$ 50,800	\$ 37,584	\$ 13,216	26.02%
CAPITAL OUTLAY				
CAPITAL PURCHASES	75,000	33,088	41,912	55.88%
TOTAL CAPITAL OUTLAY	\$ 75,000	\$ 33,088	\$ 41,912	55.88%
TOTAL STATE DMV OFFICE BUILDING	\$ 155,000	\$ 101,593	\$ 53,407	34.46%
Marina Office Building				
PERSONNEL SERVICES				
WAGES	29,600	34,244	(4,644)	-15.69%
BENEFITS	17,000	16,603	397	2.34%
TOTAL PERSONNEL SERVICES	\$ 46,600	\$ 50,847	\$ (4,247)	-9.11%
MATERIALS & SERVICES				
ALL UTILITIES	13,000	11,608	1,392	10.71%
FIXED MAINTENANCE	12,000	6,225	5,775	48.13%
INSURANCE	4,100	4,388	(288)	-7.02%
PROPERTY TAX	10,400	9,720	680	6.54%
PROFESSIONAL SERVICES-Design & Engineering	2,000	2,344	(344)	-17.20%
PROFESSIONAL SERVICES-Legal	4,000	-	4,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	12,000	6,840	5,160	43.00%
TOTAL MATERIALS & SERVICES	\$ 57,500	\$ 41,125	\$ 16,375	28.48%
CAPITAL OUTLAY				
CAPITAL PURCHASES	10,000	-	10,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 10,000	\$ -	\$ 10,000	100.00%
TOTAL MARINA OFFICE BUILDING	\$ 114,100	\$ 91,972	\$ 22,128	19.39%
Port Office				
PERSONNEL SERVICES				
WAGES	28,500	33,383	(4,883)	-17.13%
BENEFITS	16,400	16,172	228	1.39%
TOTAL PERSONNEL SERVICES	\$ 44,900	\$ 49,555	\$ (4,655)	-10.37%
MATERIALS & SERVICE				
ALL UTILITIES	16,000	13,395	2,605	16.28%
FIXED MAINTENANCE	10,000	16,064	(6,064)	-60.64%
INSURANCE	3,000	3,132	(132)	-4.40%
PROFESSIONAL SERVICES-Design & Engineering	2,000	547	1,453	72.65%
PROFESSIONAL SERVICES-Legal	1,000	-	1,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	5,000	3,552	1,448	28.96%
TOTAL MATERIALS & SERVICES	\$ 37,000	\$ 36,690	\$ 310	0.84%
CAPITAL OUTLAY				
CAPITAL PURCHASES	50,000	40,963	9,037	18.07%
TOTAL CAPITAL OUTLAY	\$ 50,000	\$ 40,963	\$ 9,037	18.07%
TOTAL PORT OFFICE BUILDING	\$ 131,900	\$ 127,208	\$ 4,692	3.56%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
TOTAL COMMERCIAL BUILDINGS	\$ 401,000	\$ 320,773	\$ 80,227	20.01%
WATERFRONT INDUSTRIAL LAND				
PERSONNEL SERVICES				
WAGES	77,400	47,322	30,078	38.86%
BENEFITS	29,900	21,470	8,430	28.19%
TOTAL PERSONNEL SERVICES	\$ 107,300	\$ 68,792	\$ 38,508	35.89%
MATERIALS & SERVICES				
FIXED MAINTENANCE	10,000	95	9,905	99.05%
INSURANCE	1,100	1,082	18	1.64%
PROFESSIONAL SERVICES-Design/Misc	55,000	-	55,000	100.00%
PROFESSIONAL SERVICES-Parking/Security	76,000	110,739	(34,739)	-45.71%
PROFESSIONAL SERVICES-Legal	40,000	-	40,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	5,000	1,722	3,278	65.56%
TOTAL MATERIAL & SERVICES	\$ 187,100	\$ 113,638	\$ 73,462	39.26%
CAPITAL OUTLAY				
CAPITAL PURCHASE	1,480,000	38,598	1,441,402	97.39%
TOTAL CAPITAL OUTLAY	\$ 1,480,000	\$ 38,598	\$ 1,441,402	97.39%
TOTAL WATERFRONT INDUSTRIAL LAND	\$ 1,774,400	\$ 221,028	\$ 1,553,372	12.46%
WATERFRONT RECREATION				
Event Site				
PERSONNEL SERVICES				
WAGES	125,600	80,847	44,753	35.63%
BENEFITS	43,900	32,692	11,208	25.53%
TOTAL PERSONNEL SERVICES	\$ 169,500	\$ 113,539	\$ 55,961	33.02%
MATERIALS & SERVICES				
ALL UTILITIES	31,000	26,397	4,603	14.85%
FIXED MAINTENANCE	15,000	13,039	1,961	13.07%
INSURANCE	3,600	3,787	(187)	-5.19%
PROFESSIONAL SERVICES-Design & Engineering	3,000	6,114	(3,114)	-103.80%
PROFESSIONAL SERVICES-Legal	3,000	-	3,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	26,000	20,526	5,474	21.05%
TOTAL MATERIALS & SERVICES	\$ 81,600	\$ 69,863	\$ 11,737	14.38%
CAPITAL OUTLAY				
CAPITAL PURCHASES	75,000	-	75,000	0.00%
TOTAL CAPITAL OUTLAY	\$ 75,000	\$ -	\$ 75,000	0.00%
TOTAL WATERFRONT EVENT SITE	\$ 326,100	\$ 183,402	\$ 142,698	56.24%
Hook/Spit/Nichols				
PERSONNEL SERVICES				
WAGES & SALARIES	43,100	41,533	1,567	96.36%
TAXES & BENEFITS	21,200	21,012	188	99.11%
TOTAL PERSONNEL SERVICES	\$ 64,300	\$ 62,545	\$ 1,755	97.27%
MATERIALS & SERVICES				
ALL UTILITIES	11,000	13,322	(2,322)	-21.11%
NICHOLS MAINTENANCE	6,000	2,657	3,343	55.72%
HOOK/SPIT MAINTENANCE	8,000	13,163	(5,163)	-64.54%
PROFESSIONAL SERVICES-Design & Other	5,000	5,205	(205)	-4.10%
PROFESSIONAL SERVICES-Legal	3,000	-	3,000	100.00%
NICHOLS MISCELLANEOUS PURCHASES	6,500	8,029	(1,529)	-23.52%
HOOK/SPIT MISCELLANEOUS PURCHASES	8,500	13,711	(5,211)	-61.31%
TOTAL MATERIAL & SERVICES	\$ 48,000	\$ 56,087	\$ (8,087)	-16.85%
CAPITAL OUTLAY				
CAPITAL PURCHASES	35,000	-	35,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 35,000	\$ -	\$ 35,000	100.00%
TOTAL HOOK/SPIT/NICHOLS	\$ 147,300	\$ 118,632	\$ 28,668	19.46%
Marina Park				
PERSONNEL SERVICES				
WAGES & SALARIES	156,900	126,251	30,649	19.53%
TAXES & BENEFITS	70,600	63,452	7,148	10.12%
TOTAL PERSONNEL SERVICES	\$ 227,500	\$ 189,703	\$ 37,797	16.61%
MATERIALS & SERVICES				
ALL UTILITIES	15,000	8,903	6,097	40.65%
FIXED MAINTENANCE	24,000	12,134	11,866	49.44%
INSURANCE	3,900	4,080	(180)	-4.62%
PROPERTY TAX	1,600	-	1,600	100.00%
PROFESSIONAL SERVICES-Design & Engineering	10,000	2,467	7,533	75.33%
PROFESSIONAL SERVICES-Legal	3,000	-	3,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	15,000	13,149	1,851	12.34%
TOTAL MATERIALS & SERVICE	\$ 72,500	\$ 40,733	\$ 31,767	43.82%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
CAPITAL OUTLAY				
CAPITAL PURCHASES	128,000	6,256	121,744	95.11%
TOTAL CAPITAL OUTLAY	\$ 128,000	\$ 6,256	\$ 121,744	95.11%
TOTAL MARINA PARK	\$ 428,000	\$ 236,692	\$ 191,308	44.70%
TOTAL WATERFRONT RECREATION	\$ 901,400	\$ 538,726	\$ 362,674	40.23%
MARINA				
PERSONNEL SERVICES				
WAGES & SALARIES	121,300	127,999	(6,699)	-5.52%
TAXES & BENEFITS	68,300	64,040	4,260	6.24%
TOTAL PERSONNEL SERVICES	\$ 189,600	\$ 192,039	\$ (2,439)	-1.29%
MATERIALS & SERVICES				
ALL UTILITIES	42,000	42,839	(839)	-2.00%
FIXED MAINTENANCE	25,000	24,147	853	3.41%
INSURANCE	7,800	8,405	(605)	-7.76%
PROPERTY TAX	-	1,591	(1,591)	100.00%
PROFESSIONAL SERVICES- Other/Sheriff	25,000	12,408	12,592	50.37%
PROFESSIONAL SERVICES-Legal	5,000	-	5,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	25,000	13,587	11,413	45.65%
TOTAL MATERIALS & SERVICE	\$ 129,800	\$ 102,977	\$ 26,823	20.66%
CAPITAL OUTLAY				
CAPITAL PURCHASES	333,600	263,962	69,638	20.87%
TOTAL CAPITAL OUTLAY	\$ 333,600	\$ 263,962	\$ 69,638	20.87%
DEBT				
PRINCIPAL & INTEREST	93,500	92,375	1,125	1.20%
TOTAL DEBT	\$ 93,500	\$ 92,375	\$ 1,125	1.20%
TOTAL MARINA	\$ 746,500	\$ 651,353	\$ 95,147	12.75%
TOTAL MARINA	\$ 746,500	\$ 651,353	\$ 95,147	12.75%
AIRPORT				
PERSONNEL SERVICES				
WAGES & SALARIES	121,100	125,950	(4,850)	-4.00%
TAXES & BENEFITS	63,600	57,107	6,493	10.21%
TOTAL PERSONNEL SERVICES	\$ 184,700	\$ 183,057	\$ 1,643	0.89%
MATERIALS & SERVICES				
ALL UTILITIES	50,000	45,680	4,320	8.64%
FIXED MAINTENANCE	70,000	16,753	53,247	76.07%
INSURANCE	16,300	14,725	1,575	9.66%
PROPERTY TAX	4,300	5,354	(1,054)	-24.51%
PROFESSIONAL SERVICES-Design & Engineering	70,000	18,872	51,128	73.04%
PROFESSIONAL SERVICES-Legal	35,000	-	35,000	100.00%
MISCELLANEOUS REPAIRS & PURCHASES	10,000	12,146	(2,146)	-21.46%
TOTAL MATERIALS & SERVICES	\$ 255,600	\$ 113,530	\$ 142,070	55.58%
CAPITAL OUTLAY				
CAPITAL PURCHASES	440,000	410,953	29,047	6.60%
TOTAL CAPITAL OUTLAY	\$ 440,000	\$ 410,953	\$ 29,047	6.60%
TOTAL AIRPORT	\$ 880,300	\$ 707,540	\$ 172,760	19.63%
TOTAL AIRPORT	\$ 880,300	\$ 707,540	\$ 172,760	19.63%
ADMINISTRATION				
PERSONNEL SERVICES				
WAGES & SALARIES	95,000	78	95,000	100.00%
TAXES & BENEFITS	28,100	629	28,100	100.00%
TOTAL PERSONNEL SERVICES	\$ 123,100	\$ 707	\$ 123,100	100.00%
MATERIALS & SERVICES				
UNALLOCATED PURCHASES	95,000	88,719	6,281	6.61%
NSF CHECKS-BAD DEBT	1,000	-	1,000	100.00%
INSURANCE	3,100	2,564	536	17.29%
PROFESSIONAL SERVICES-Legal	30,000	14,760	15,240	50.80%
PROFESSIONAL SERVICES-Other	70,000	16,567	53,433	76.33%
PROFESSIONAL SERVICES-Systems/Accounting	70,000	99,617	(29,617)	-42.31%
PROFESSIONAL SERVICES-Land Acquisition	10,000	-	10,000	100.00%
TRAVEL & MEETING	18,000	-	18,000	100.00%
TOTAL MATERIALS & SERVICES	\$ 297,100	\$ 222,227	\$ 74,873	25.20%
CAPITAL OUTLAY				
CAPITAL PURCHASES	29,000	2,208	29,000	7.61%
TOTAL CAPITAL OUTLAY	\$ 29,000	\$ 2,208	\$ 29,000	7.61%
TOTAL ADMINISTRATION	\$ 449,200	\$ 225,142	\$ 226,973	50.12%
MAINTENANCE				
MATERIALS & SERVICES				
INSURANCE	31,500	17,323	14,177	45.01%

**PORT OF HOOD RIVER
REVENUE FUND
BUDGET TO ACTUAL FOR FISCAL YEAR 2022-23
REQUIREMENTS**

	ANNUAL		6/30/2023	
	ADOPTED	ACTUAL	\$ AVAILABLE	% AVAILABLE
UNALLOCATED PURCHASES	50,000	49,652	348	0.70%
MACHINERY MAINTENANCE	65,000	36,173	28,827	44.35%
TOTAL MATERIALS & SERVICES	\$ 146,500	\$ 103,148	\$ 43,352	29.59%
CAPITAL OUTLAY				
CAPITAL PURCHASES	80,000	-	80,000	100.00%
TOTAL CAPITAL OUTLAY	\$ 80,000	\$ -	\$ 80,000	100.00%
TOTAL MAINTENANCE	\$ 226,500	\$ 103,148	\$ 123,352	54.46%
TOTAL OPERATIONS EXPENDITURES	\$ 10,637,700	\$ 6,773,429	\$ 3,864,271	36.33%
TRANSFER-GENERAL FUND	961,250	959,488	1,762	0.18%
TRANSFER-BRIDGE REPAIR FUND	2,822,700	2,753,699	69,001	2.44%
TRANSFER-BRIDGE REPLACEMENT FUND	350,000	168,350	181,650	51.90%
CONTINGENCY - OPERATING	500,000	-	500,000	100.00%
TOTAL EXPENDITURES	\$ 15,271,650	\$ 10,654,966	\$ 4,616,684	69.77%
ENDING FUND BALANCE	\$ 8,403,100	\$ 10,850,285	\$ (4,616,684)	129.12%
APPROPRIATIONS				
PERSONNEL SERVICES	\$ 3,004,700	\$ 2,497,779	\$ 506,921	16.87%
MATERIALS & SERVICES	\$ 3,628,900	\$ 2,802,747	\$ 826,153	22.77%
CAPITAL OUTLAY	\$ 3,752,600	\$ 1,224,308	\$ 2,528,292	67.37%
DEBT SERVICE	\$ 251,500	\$ 248,595	\$ 2,905	1.16%
TRANSFERS	\$ 4,133,950	\$ 3,881,537	\$ 252,413	6.11%
CONTINGENCIES	\$ 500,000	\$ -	\$ 500,000	100.00%
TOTAL APPROPRIATIONS	\$ 15,271,650	\$ 10,654,966	\$ 4,616,684	30.23%
FUND BALANCE - RESTRICTED	\$ 2,097,600	\$ 2,097,600	\$ -	
FUND BALANCE - UNASSIGNED	\$ 6,305,500	\$ 8,752,685	\$ 2,447,185	
TOTAL REQUIREMENTS	\$ 23,674,750	\$ 21,505,251	\$ 2,169,499	

Commission Memo / Discussion



Prepared by: Kevin Greenwood
Date: August 15, 2023
Re: Committee Formation Policy

Staff was contacted over the last two weeks about the creation of a Bridge Committee regarding the current Hood River Bridge. After further review, it made sense to bring Section 6 “Committees” of the Governance Policy to the full Commission and see if there should be any additional changes made to the Policy.

The Governance Policy was last amended June 23, 2016, by adoption of Resolution No. 2015-16-11. That amendment turned the Marina Ad-hoc Committee into a “standing” or permanent Committee. A copy of Section 6 is included in the packet.

Port committees exist at the discretion of the Commission and may be “formed, dismantled, inactivated or activated as conditions dictate.”

Committees formed to make decisions for recommendations to the Port Commission must follow Oregon’s Public Meetings Law including public notice, having a quorum present, and minutes recorded. The Port has three standing Committees: Airport, Marina and Waterfront Recreation. Committees do not have the authority to act on behalf of the Port Commission.

There are currently two “inactive” Committees. The Architectural Site Review Committee last met December 1998 and the Community Relations Committee last met October 2003.

The Port has two Internal Committees: Personnel and Finance. These Committees are exempt from Public Meetings Law as the members are charged to form their recommendations individually rather than through a quorum vote. Any recommendation by an Internal Committee to the Port Commission shall be made individually and not by a vote of the Committee.

The Budget Committee is a Statutory Committee mandated by ORS 294.336.

Committees should be approved by resolution as amendments to the Governance Policy and include committee name, type, membership, term, purpose, staff support and meeting schedule (if known).

A sample version of a resolution forming a new Bridge Committee is included in the packet as a discussion item. If the Commission is interested in starting such a committee, the elements should be discussed and if edits are needed, staff can prepare a resolution for approval at the September 5th meeting.

RECOMMENDED ACTION: Informational.

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6. **Committees.** Committees support the responsibilities of the Executive Director for day-to-day operations of the Port, providing a mechanism for the Commission to execute its fiduciary responsibilities. Committees may be created and their members appointed by the President, with the concurrence of the Commission.

Port committees exist at the discretion of the Commission and may be formed, dismantled, inactivated or activated as conditions dictate. The functions of a committee shall be designated by the Commission at the time the committee is created. It shall be the responsibility of a committee to investigate, discuss, and collect information on behalf of the Commission. Committees do not have the authority to act on behalf of the Port Commission unless specifically authorized by vote of the Commission.

Committees that are given authority to make decisions for the Commission, or to collectively make recommendations to the Commission for action, will follow Oregon's Public Meetings Law and will require a public notice of meetings, a quorum present, and minutes recorded. Public Meetings Law does not apply to committees whose members are charged to form their recommendations individually rather than collegially through a quorum requirement.

The Finance and Personnel Committees are internal committees. The President and Vice President serve as members of the Personnel Committee. The Secretary and Treasurer serve as members of the Finance Committee. These committees assist staff with operational and preliminary issues. It is not necessary that a quorum be present for an internal committee member to act. Any recommendation by an internal committee member to the Port Commission shall be made individually rather than collegially with another internal committee member, even if committee members agree on a recommendation.

The Budget Committee, mandated and governed by ORS 294.336, is a statutory committee whose membership consists of the members of the Commission and five private citizen appointees.

Ad Hoc Committees have limited assignments not to exceed two years. They support the vision, goals, and objectives of the Commission and the Strategic Plan, and are set up around a specific budgeted activity where it is desirable to have public involvement. Membership and quorum requirements will be determined at the time of creation. Ad Hoc committees terminate upon completion of the assignment or by a majority vote of the Commission.

Committee members must be residents of the Port District at all times during their service on a committee. Each Committee shall include at least one Commissioner. Staff may serve on committees as ex-officio members.

The Port shall use the following procedures to recruit members of the public to serve on committees according to the following process:

- Advertise position vacancy in local media for two (2) consecutive weeks.
- Require applicants to complete and return to the Port a written application, which shall include the applicant's personal information, background and experience, list of community activities, and statement of desire to be a member of the particular committee.
- Review applications and select those to be interviewed.
- Interview candidates. The Commission may choose to forego the interview process if the entire Commission is in agreement.
- Appoint member(s) to the committee for a designated term if term length is specified or to an indefinite term.
- Unless modified by a majority vote of the Commission, the following shall apply to the membership and term of committees:

COMMITTEE	MEMBERSHIP	Length of Term	Quorum Required
Airport	Two Commissioners Seven Public Airport FBO Staff Support- Port Director or Development Manager	3 years	Yes
Architectural Site Review (Currently inactive)	One Commissioner or Port Director One Independent Architect Three Public (full-time residents of Port District) City Planner (ex-officio)	3 years	Yes
Budget	Five Commissioners Five Public (ORS 294.336) Staff Support- Port Director; Finance Manager	3 years	Yes
Community Relations (Currently inactive)	One Commissioner Port Director Port Newsletter Contractor Two Public (full-time residents of Port District)	3 years	No
Finance (Internal)	Commission Secretary & Treasurer Staff Support- Finance Manager	1 year	No
Marina	One Commissioner Five Public (full-time residents of Port District) to include moorage tenant representation by one sailboat user, one power boat user, one boathouse user; and liaison from Hood River Yacht Club and Youth Sailing Program Staff Support – Marina Manager; Port Director; Facilities Supervisor	3 years	Yes
Personnel (Internal)	Commission President & Vice-President Staff Support- Port Director	1 year	No
Waterfront Recreation	One Commissioner Seven Public (full-time residents of Port District, including outside city limits); Broad representation of business owners, school operators, marina tenants, recreational users Staff Support- Waterfront Coordinator	3 years	Yes

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PORT OF HOOD RIVER

Resolution No. 2023-24-__

A RESOLUTION CREATING AN INTERNAL BRIDGE COMMITTEE

WHEREAS, the Governance Policy for the Port of Hood River Board of Commissioners was last updated on June 23, 2016, via Resolution No. 2015-16-11; AND

WHEREAS, Section 6 of the Governance Policy states that "...committees exist at the discretion of the Commission and may be formed, dismantled, inactivated or activated as conditions dictate"; AND

WHEREAS, the Commission would like to create an internal committee to assist staff with operational and preliminary issues related to the existing Hood River Bridge; AND

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Creation

- A.** Name: Bridge Committee
- B.** Type: Permanent Internal
- C.** Membership: Two members of the Port Commission
 - a. Charter appoints shall be Commissioners Michael Fox and Tor Bieker
 - b. Subsequent appointments to be appointed by the President with the concurrence of the Commission.
- D.** Term: Two Years
- E.** Purpose: Monitor capital repairs/maintenance on existing Hood River Bridge
- F.** Staff Support: Executive Director and Facilities Manager
- G.** Meetings: To be determined by members of the Committee, as needed

Section 2. Codification. Staff is directed to codify this amendment into the Governance Policy according to past administrative practices.

Section 3. Effective Date. Resolution shall take effect immediately.

Adopted by the Board of Commissioners of the Port of Hood River this 15th day of August 2023.

SIGNED

ATTEST

Kristi Chapman, President

Michael Fox, Secretary

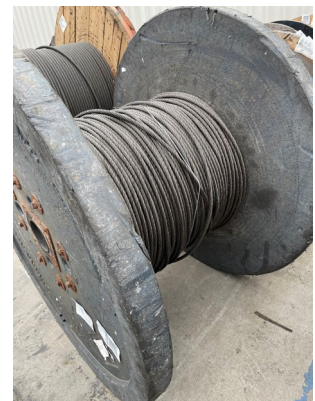
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August 15, 2023

EXECUTIVE DIRECTOR'S REPORT

- *Attached find letter of acknowledgement of the inoperability of the south bridge tower gearbox to execute a lift from the Coast Guard. The failure was experienced during the monthly maintenance lift. Port staff contracted with a rigging company to lower the motor, gearbox (reducer), and skid off the tower and delivered to Timken Gears & Services in Pasco, Wash. Staff is awaiting an assessment of the reducer condition, but a preliminary estimate was ten weeks which would put the re-installation close in line with the wire rope replacement project. Staff continues to give the USCG updates as new information is obtained.*
- *Harvey Coffman, PE, SE, Senior Discipline Manager, Bridge Engineering, with Coffman Engineers will present his findings at the September 19th Port Commission meeting on the recent Scour Evaluation Final Report that was recently completed.*
- *Toll Rate Signs have been ordered in preparation for the September 1 toll increases. Installation should begin shortly thereafter. First round of public announcements have been made according to plan.*
- *Port staff met with representatives of Mt. Adams Fruit to sign up workers on Breeze By in an anticipation of the new tolls starting September 1. Main goal was to engage with Spanish speaking workers to assist with sign-ups.*
- *Meeting with Oregon State Fish and Wildlife Agency on status of water gage located at jetty docks. There is limited use for the water level/wind readings, but the Port has been paying \$4k annually (half the cost) for having it. If not needed, staff will discontinue contract.*
- *Port contractor, Robert Mariner, conducted first reading of HNTB's federal grant application, due date for applications is August 21st.*
- *Tracking complaints along Hood River waterfront about man photographing children on beach. Legal is looking at options in our facility code for trespassing the individual. Unfortunately, this has occurred in other Oregon communities, but enforcement is challenging.*
- *Wire rope project tentatively scheduled for November 3-6. Mt. Adams Fruit anticipates that pear harvest will be done by the end of October. Staff will conduct the call-down checklist this week to minimize conflicts before publishing. Wiss Janey Elstner conducted on-site inspection of wire cable.*
- *Staff is reviewing an intergovernmental agreement (IGA) between the Port and ODOT for when the state closes I-84 and directs traffic*



across the Hood River Bridge to Washington SR14. During times of inclement weather, fire, or other emergencies, ODOT has at times requested the Port to suspend tolling, but this is the first time that ODOT has agreed to reimburse the Port for those suspended tolls. Currently, the offer is \$50k per year for two years. Assuming the new Sept. 1 rates, that equates to 14k cash crossings or 28k Breeze-By crossings. A draft copy of the agreement is included in the packet, but has not gone through full legal review.

- *Legal is reaching out to Lumen regarding their line untangling project on bridge lifts.*
- *Staff/legal is developing agreements for support of Hood River White Salmon Bridge Authority (HRWSBA). HRWSBA received one proposal for legal services. Staff will bring agreements to full Commission before submitting to full HRWSBA board in September.*
- *Attended ODOT tour of construction of historic US30 trail at Mitchell Point. Opening is scheduled for Fall 2024. See photos below.*



- *Staff will issue a press release on recent gear box repair on the lift and announce the dates of the wire rope replacement project this week.*
- *Attached is summary of informal six-month self-review by Executive Director. President Chapman has been working with legal/HR Answers to develop review process in time for annual review in October.*

- *Daryl Stafford will be serving on a statewide panel working with Dept. of State Lands on issues related to Abandoned and Derelict Vessels. Daryl is away this week but will submit her waterfront recreation report at the next meeting.*
- *Port of Cascade Locks is considering closing their toll both from 11:30pm-4:30am.*
- *Oregon Public Ports Association (OPPA) Business Meeting scheduled for August 17th.*
- *Meeting with Charles Young, Hood River County Emergency Management Director, to discuss Pre-Hazard Mitigation this week.*
- *Lunch meeting with Dr. Kenneth Lawson, new President, Columbia Gorge Community College on August 17th.*
- *Attending PNWA Conference October 11-13 in Vancouver, Wash.*
- *Genevieve and project partners are finalizing design and fabrication of the waterfront trail interpretive signage, slated for installation in September.*
- *Columbia Gorge Economic Indicators report is attached.*
- *Received the attached notification of U.S. Senate Congressionally Directed Spending for THUD FY24 listing \$4M for the bridge replacement project pending.*

DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Staff has finalized the conceptual layout for the Lower Mill parcels from EcoNorthwest. While the document is still in draft form, the data appears to indicate that the strategic course of action is for the Port to develop 10,000 to 30,000 square foot flexible spaces incrementally. The ability to secure a large tenant that would be able to dedicate over 30,000 square feet would be challenging. Staff is expecting to receive the Financial Model showing the perceivable return on investment within the next two weeks.*
- *Through the research and discovery phase of the Lower Mill Market Analysis it became clear that the remnant parcels adjacent to the Mount Hood Railroad are not sufficient to support a multimodal transfer station. Through the easement negotiations, staff is looking at options for sale of said parcels. A formal discussion memo will be presented at the first Commission meeting in September.*
- *Port Facilities team assisted with digging test pits for HRK to assess the soil structure of the prior wetland at Lower Mill. The effort proved fruitful as the quantity of off-site material expected to be needed was able to be significantly reduced.*



Updated drawings and a bid pack deliverable has been received from HRK. Staff will be issuing an Invitation to Bid with the plan to submit a request for contract approval for the job at the October 3rd meeting. Photo to right.

- *Attached are project updates/schedules for the key upcoming projects for this year. Port contractor DKS has submitted the attached Methodology & Assumptions memo detailing their approach to the E. Anchor Way / N. 1st Street project.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *Representative Jeff Helfrich along with Oregon Department of Aviation (ODAV) representatives will be visiting the Ken Jernstedt Airfield to meet with Port staff and Hood Aero later this month to discuss future economic development opportunities.*
- *Mascott delivery of the point-of-sale system 8/14. Port staff will then anchor the skid to the concrete footings and install a grounding system. Port staff and PAE are working with the FBO to schedule a soak test to ensure there are no contaminants in the tank. This process takes 7-10 days. Once complete, the system will be ready to dispense fuel.*
- *Staff has been negotiating several items with the FBO regarding supplementary features they are looking to provide at 4S2. Hood Aero is excited to add additional value and presence to the airport.*
- *Port Facilities staff has made significant progress mowing and weed-whipping invasive species at the wetlands. Expected to complete this phase in the next week. Port staff has procured one proposal for the follow on work to obtain the scheduled species to be replanted, develop as-builts, perform year one monitoring and coordinate with DSL. Staff will have a contract for Commission consideration at the October 3rd meeting.*
- *Oregon Department of Aviation contracted GRI to perform a pavement condition index (PCI) at 4S2. The survey was conducted on 7/26. The results will be provided once received.*
- *The monthly FBO report for July 2023 is attached.*

BRIDGE/TRANSPORTATION – RYAN KLAPPRICH, FACILITIES MANAGER

- *Meeting with HRK about Hanel wetland project.*
- *Started moving gravel pile at Hanel for construction.*
- *Ordered paint for Big 7, floor recoating of new tenant space.*
- *Airport wetland remediation weed eating.*
- *Irrigation repairs, found someone has key to our irrigation closet at chamber (past employee) changing it out to new lock.*

- *Homeless camp walk through.*
- *Released summer hire for lack of performance and confrontation with another employee.*
- *Airport wetland irrigation repairs (coyote eating sprinklers).*
- *Changed new parking sign location at Event Site.*
- *Scheduled plumber to help diagnose why no hot water in some areas at shower bathrooms.*
- *Pressure washing oily lanes at toll house for motorcycle safety.*
- *Have hired new Facilities Supervisor, Adam Busch. Adam will begin work on Monday the 14th.*
- *Contacted Arborist about dying tree issue at Event Site. There are four different issues affecting the trees and survivability is not assured.*
- *Main office pruning of trees and shrubs.*
- *Burn pile compacting at Lower Mill with excavator.*
- *Contacted rock pit contractor about 3 foot minus for jetty blowout behind Maritime (repaired 1 of three last year, have 2 smaller ones left to repair)*
- *Removal of brushy tree shrubs at Event Site rock jetty after receiving reports of big snakes present, chasing people.*
- *Notice to mariners has been issued about upcoming in water work and our bridge inoperable report.*
- *Still pushing Lumens for cable repair on bridge no update.*

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U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Thirteenth Coast Guard District

915 Second Avenue
Attention dpw/Bridges
Seattle, WA. 98174-1067
Phone: (206) 220-7282

August 9th 2023

Port of Hood River
Attn: Mr. Kevin Greenwood
1000 E. Port Marina Way
Hood River, OR 97031

Dear Mr. Greenwood,

We received your report of the Port of Hood River's lift bridge becoming unexpectedly inoperable, due to a mechanical failure, and cannot open to vessel traffic. The 33 Code of Federal Regulation § 117.36 "Closure of drawbridge for emergency repair" governs this type of situation. The Coast Guard District Commander has published a Local Notice to Mariner (LNM) that will notify mariners about the drawbridge status. We will republish the LNM weekly until the bridge is fixed (by your estimation 10 weeks or 21 October 2023). § 117.36 para (c) states that "Repair work under this section must be performed with all due speed in order to return the drawbridge to operation as soon as possible."

The LNM is published every Wednesday, therefore please keep us notified of any new development so that we can update the LNM as appropriate. Please contact Danny McReynolds or myself if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Steven M. Fischer".

Steven M. Fischer
District Bridge Manager
U.S. Coast Guard
By direction

Copy: U.S. Coast Guard Marine Safety Unit Portland Waterways Management

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**INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Tolling Waiver
Port of Hood River**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the PORT OF HOOD RIVER, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The Columbia River highway, Interstate 84 (I-84), Oregon Highway No. 003 and the approaches to the Hood River Bridge from I-84 are a part of the State Highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. The Hood River Bridge which connects Oregon State and Washington State in the vicinity of the city of Hood River is under the jurisdiction and control of the Port of Hood River.
4. The Parties wish to utilize the Hood River Bridge as needed as a detour during inclement weather events or other naturally occurring events that that prevent the use of I-84 by the travelling public.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree that Agency shall allow State the use of the Hood River Bridge to northbound traffic in conjunction with its use as a detour during inclement weather or other naturally occurring events requiring the closure of I-84 eastbound to the travelling public, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Parties agree that the total estimated cost of the Project shall be limited to a total of \$100,000 for the life of this Agmt, with no more than \$50,000 to be paid to Agency in any given calendar year without the prior written consent of State. Any changes

approved by the Parties that increase the overall stated value of this Project shall be documented through a fully executed amendment to this Agreement.

3. The Parties agree that State shall reimburse Agency for those tolling fees as follows:
 - a. Agency shall keep a record of the number of vehicles, the types of vehicles and whether the tolls are paid using cash or BREEZEBY while using the northbound lanes of the Hood River Bridge during a closure of I-84 at State's request.
 - b. 3(a) above shall be calculated from the time that State requests that Agency suspends tolling of the northbound lanes of the Hood River Bridge until such time that State notifies Agency to resume tolling. The Parties shall agree on the start and end times and document said times in writing.
 - c. Reimbursement to Agency shall be at the fee rates as described in the attached tolling schedule, marked 'Exhibit B', attached hereto and by this reference made a part hereof.
 - d. Payment request by Agency shall be made to State immediately following the end of any detour period as requested by State. Subject to the consent of the Parties, Agency may choose to aggregate billings, however, aggregated billings shall not exceed those charges that occur within a given year.
 - e. State shall not be responsible for any other costs associated with the use or operation of the Hood River bridge as a detour during I-84 closure periods beyond those tolling fees stated in this Agreement.
4. Parties agree that in the event of the closure of I-84, that either the District Manager(s) or their delegates from ODOT District 2C or District 9 shall notify Agency of such event and the need to waive tolling for northbound traffic on the Hood River Bridge.
5. Parties agree that upon the reopening of I-84, that either the District Manager(s) or their delegates from ODOT District 2C or District 9 shall notify Agency of said reopening and Agency shall reinstate tolling for northbound traffic on the Hood River Bridge.
6. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Services and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").
 - b. The Parties shall coordinate to ensure that temporary pedestrian routes remain available through or around any Project work zone. If Agency Services conflict with temporary pedestrian routes, Agency shall provide

ODOT with adequate information to allow ODOT to: (a) establish a temporary pedestrian route for any work zone resulting from Agency Services, and (b) provide advance notice of any such temporary pedestrian route to the public, people with disabilities, and disability organizations.

7. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Subject to Agency Obligations, Paragraph 3 above, Agency shall keep accurate cost accounting records. Agency shall prepare and submit itemized, progress invoices for tolling fees directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's total obligations exceed \$100,000 over the life of this Agreement or \$50,000 in any given calendar year, including all expenses. Travel expenses will not be reimbursed.
2. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and
3. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
4. Agency's Project Manager for this Project is Kevin Greenwood, Executive Director - Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, (541) 961-9517, kgreenwood@portofhoodriver.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$100,000 over the life of this Agreement, or \$50,000 in any given calendar year

subject to Terms of Agreement, Paragraph 2 above. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.

2. State agrees that the installation or removal of all signage required to detour traffic onto the Hood River Bridge during inclement weather or other naturally occurring events requiring the closure of I-84 to the travelling public shall be the sole responsibility of the State at State's expense.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State's Project Managers for this Project are:
 - a. Will Ewing, District 2C Manager, 2225 NW Campus Drive, Estacada, OR 97031, (503)720-4484, William.T.EWING@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
 - b. Dan Shanahan – District 9 Manager, 3315 Bret Clodfelter Way, The Dalles, OR 97058-9736, 503-881-0582, dan.t.shanahan@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is

prohibited or State is prohibited from paying for such work from the planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim
9. With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
12. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied

Port of Hood River/ODOT
Agreement No. 73000-00013657

upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

PORT OF HOOD RIVER, by and through
its appointed officials

By _____
Executive Director

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency's Counsel

Date _____

Agency Contact:

Kevin Greenwood, Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 961-9517
kgreenwood@portofhoodriver.com

State Contacts:

District 2C:

Will Ewing – District 2C Manager
2225 NW Campus Drive
Estacada, OR 97023
(503) 720-4484
William.T.EWING@odot.oregon.gov

District 9:

Dan Shanahan – District 9 Manager
3315 Bret Clodfelter Way
The Dalles, OR 97058-9736
(503) 881-0582
dan.t.shanahan@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
District 9 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 2C Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By ___ Exempt _____
Assistant Attorney General

Date _____

EXHIBIT A

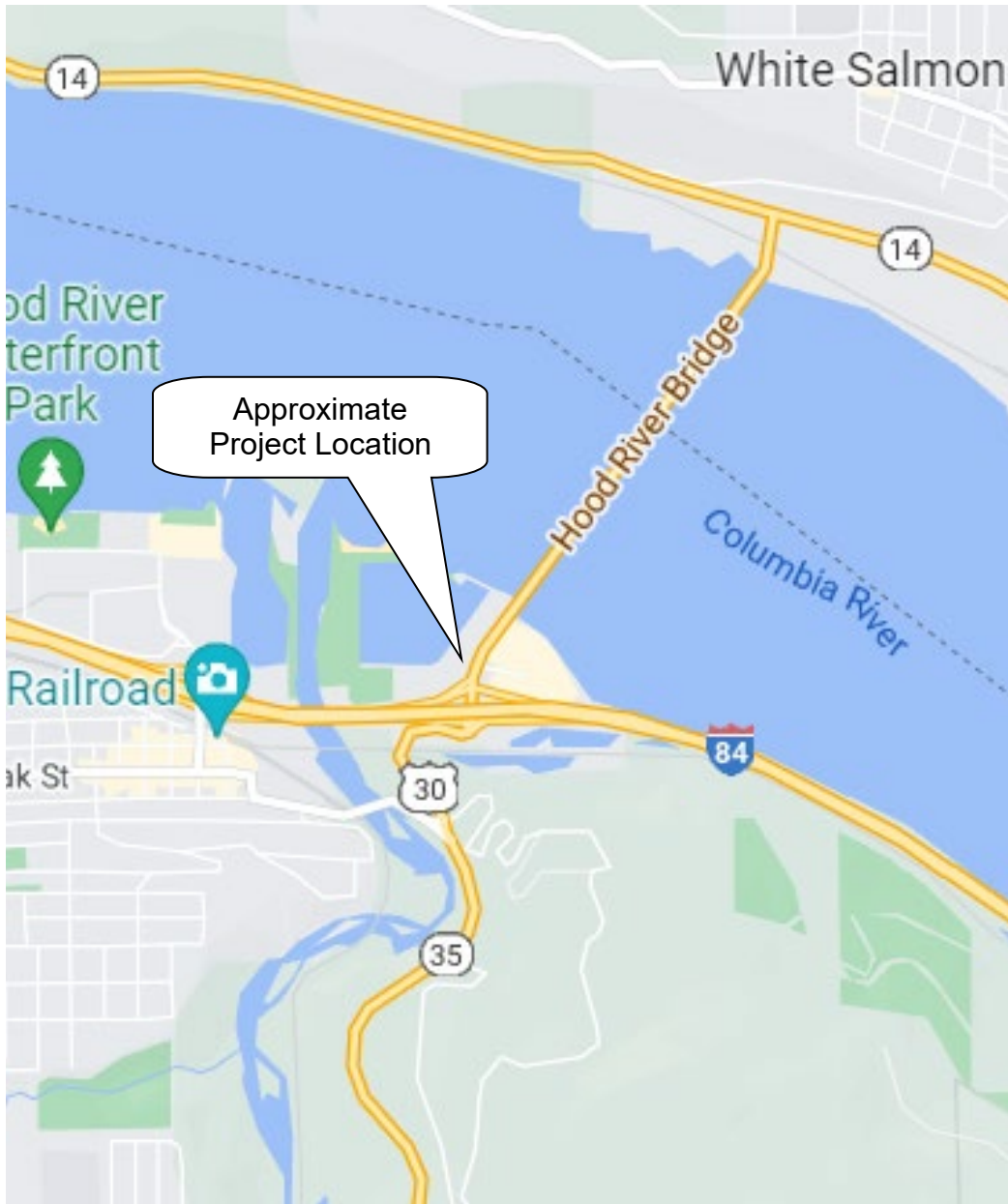


EXHIBIT B
 Hood River Bridge Tolling Rates

VEHICLE TYPE	CURRENT		SEPT. 1, 2023	
	Cash	BreezeBy	Cash	BreezeBy
Motorcycle	\$1.00	\$0.75	\$3.00	\$1.50
Autos/Pickups	\$2.00	\$1.00	\$3.50	\$1.75
Commercial Trucks/Vans	\$6.00	\$4.00	\$8.00	\$6.00
3 Axle Truck	\$9.00	\$6.00	\$12.00	\$9.00
4 Axle Truck	\$12.00	\$8.00	\$16.00	\$12.00
5 Axle Truck	\$15.00	\$10.00	\$20.00	\$15.00
For each additional axle	+\$3.00	+\$2.00	+\$4.00	+\$3.00

DATE: June 20, 2023

TO: Ben Sheppard, Port Commission President

FROM: Kevin Greenwood, Port Executive Director

RE: Six Month Performance Evaluation

Ben,

After six + months on the job, I am beginning to get a feel for the Port. It has been a lot of fun and – as you know – a joy to work with the Port's employees. Here are a few goals for the coming year.

THEMES

1. Prepare for Port without toll revenue.
2. Assist with the transition of bridge replacement to new bridge authority.
3. Train employees to allow for future promotions/successions.
4. Review, develop and suggest recommendations to Commission to improve organizational systems.
5. Keep current bridge safe until a new bridge is operational.
6. Explore opportunities for development of community/recreational facilities.

PROJECTS IDENTIFIED FOR NEXT YEAR (number in parentheses ties back to numbered themes)

EXISTING BRIDGE

Carry out Capital Improvement Projects for FY23-24 (5)

- Underwater Pier Repairs, July 2023
- Miscellaneous Steel Truss Repairs, July 2023
- Wire Rope Replacement, December 2023

Implement Nighttime All Electronic Tolling, July 1 (4)

Implement September 1 Toll Increase, Sept. 1 (2)

REPLACEMENT BRIDGE

Facilitate the handover of the Bridge Replacement Project to the Hood River White Salmon Bridge Authority (2)

Develop an Intergovernmental Agreement between the HRWSBA and the Port for administrative services (2)

Prepare for Port administrative/operations relocation (2)

INDUSTRIAL/COMMERCIAL BUILDINGS

Replace Jensen windows, Halyard upgrades. (1)

Repair/Replace Big 7 elevator. (1)

Conduct Capital Improvement Plan (CIP) for Port-owned buildings/assets (1, 4)

PROPERTY DEVELOPMENT

Lower Mill Wetland Infill Project. (1)

Anchor Way/First St. Engineering. (1, 6)

Complete Lower Mill market study. (4)

Prepare Lower Mill sale or project development. (1)

Complete Mt. Hood Railroad transaction. (1)

AIRPORT

No. Apron development opportunities. (1)

So. Apron T-hangar planning/engineering. (1)

Complete No. Apron Wetland Repair. (1)

SDS "Hoby Streich" Hangar lease. (1)

Complete fuel tank project. (1)

AWOS Relocation Study. (-)

MARINA

Assess impacts of bridge replacement on marina and options for future marina planning, March 2024 (1, 2, 4, 6)

WATERFRONT RECREATION

Assess and improve upon Waterfront Committee effectiveness, October 2023 (4)

Develop Waterfront Memorial Policy, February 2024 (4)

Assess impacts of large events (500+) on Port resources, January 2024 (1, 4, 6)

Complete Waterfront Interpretative Signage project (6)

Implement new waterfront parking plan, July 2023 (1, 4, 6)

ADMINISTRATIVE/FINANCIAL

Monitor development of more consistent financial reports, June 2024 (2)

Pay off building loan, January 2024 (1)

Assess results of paid parking changes, December 2023 (4)

Continue providing training options for Port employees/board members, all year. (3, 4)

- Human Resources
- Public Contracting/Procurement
- Project Management
- Business Writing
- AR/AP Systems
- Financial Software

Create project management protocols for all projects; establish weekly calls/protocols with contractors; monitor schedules; review risks with contractors. (3, 4)

Reassess and implement comprehensive public contracting rules, December 2023. (4)

Procure Communications/Public Relations Contract for Port-specific project/positions, January 2024 (1)

Hire/procure public safety services, January 2024 (4)

Reassess and implement new employee manual, November 2023 (4)

Reassess and implement new governance policies, January 2024 (4)

PROJECTS OBSERVED/COMPLETED IN FIRST SIX PLUS MONTHS

Hiring of Debbie Smith-Wagar as Finance Director

Hiring of Ryan Klapprich as Facilities Manager

Participated in hiring Kristen Campbell, Campbell Phillips as new general counsel.

Recommended approval of several leases and amendments

Recommended approval of several rate and facility policies

Recommended approval of automated postage machine, tractors and other maintenance equipment.

Worked with staff to create a single, annual comprehensive rate, fee and charges resolution.

Worked with Arup and Comm. Fox to evaluate and recommend approval of HNTB Project Management amendments

Worked with staff to recommend a donation and fee waiver policy.

Monitored CHUBB bridge insurance policy and recommended approval.

Worked with City on waterfront urban renewal district options, made presentations to agency and continuing to monitor progress of westside urban renewal and potential for a smaller version of the waterfront URD to continue on.

Worked with Michael Shannon/BSWG to recommend progressive design build as project delivery approach for the new bridge.

Worked with four treaty tribes to develop resolutions exempting tolls. Facilitated visit by Umatilla tribal member to meet with Port Commission.

Worked with new Finance Director to develop, edit, write budget message and present FY23-24 budget. Budget passed last meeting. Debbie and I had a combined twelve months to work through the prior administration forms/protocols.

Applied for and received a \$38,000 Oregon Biz grant to conduct Lower Mill Market analysis; awarded contract and work is underway.

Worked with Arup and staff to develop Anchor Way/First St. scope of work, issued RFP for engineering services, currently in negotiations with KPFF.

Facilitated final development of Commission Formation Agreement, recommended being the first signer and wrote letter to County stating Port's nomination of Commissioner Fox to the new bridge authority.

Fielded responses and public outreach regarding the resolution increasing the bridge load limit.

Renewed contract with Allied Maintenance to provide janitorial services to Port facilities.

Completed engineering for underwater pier concrete repairs, issued ITB, awarded contract and work is currently underway.

Applied for and - pending paperwork – received \$950,000 EDA grant toward the Anchor Way/First St. construction. Still need to identify match.

Executed project management contract, issued RFP for financial software services. Procurement currently underway.

Executed project management contract, issued ITB for miscellaneous steel truss repairs, awarded contract and work is currently underway.

Worked with staff, BSWG, Sen. King and others to develop a commitment to weaning off tolls for non-bridge related activities helping increase funding for bridge replacement.

Worked with staff, BSWG, HNTB to develop a policy implementing a process for considering a new toll increase for bridge replacement activities. Open houses were successful and project is on schedule for a September 1 toll implementation.

Renewed contract with ODOT for technical review services related to the new bridge project.

Worked with HNTB, legal and insurance providers to prepare for Bridge Authority's first meeting in July. Second version of IGA between Port and HRWSBA currently under review.

Meeting with fellow municipal managers on somewhat regular basis including HR city manager, HR county manager, HR Parks and Rec district manager, White Salmon CM and others to build and maintain positive relationship.

Supported staff on executing contracts related to re-vamping the waterfront parking system.

Executed contracts to upgrade and migrate port data onto new server system increasing security.

Worked with waterfront manager and legal to write, edit, notice and usher through approval of new facility ordinance allowing for the towing and removal of vehicles.

Executed a number of ongoing and new contracts related to IT contracts with the existing bridge.

Worked with staff to develop a pilot project to study effect on net income by pulling night time toll takers and absorbing license plate recognition costs/increased back office time.

Worked with HNTB to develop lobbying contracts for next fiscal year.

Portway Stormwater project contracted, constructed and completed

Pier Analysis, Repair and Project Management contracted and currently under construction

Worked to keep staff and public informed on port activities and increasing awareness of the Port's budget and use of tolls.

Conducted four annual performance reviews

Active participant in MCEDD board, Rotary, Oregon Public Ports Association, Pacific NW Waterways Association

SUMMARY

I look forward to working with the Commission, staff, agency partners and community members to facilitate the transition of the Port through bridge replacement. The Port has a highly capable staff that cares deeply about the services that are provided to the public. It will be critical to keep staff motivated and morale high during a time of uncertainty. I do feel that managers have more control over their projects and are open to ongoing training/development.

It has been a pleasure working with you as President and look forward to helping the entire Commission through the next year. Let's make some time this week to review these projects. I look forward to receiving feedback, re-prioritizing goals, setting timelines and reviewing accomplishments with Kristi Chapman later this year.

Thanks again,

A handwritten signature in blue ink, appearing to read "Kevin", with a large, stylized flourish at the end.

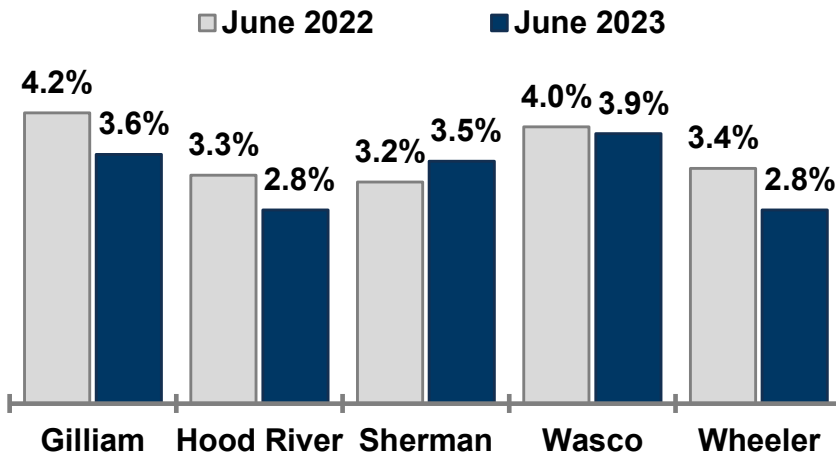
Kevin



Columbia Gorge Economic Indicators

June 2023 Data

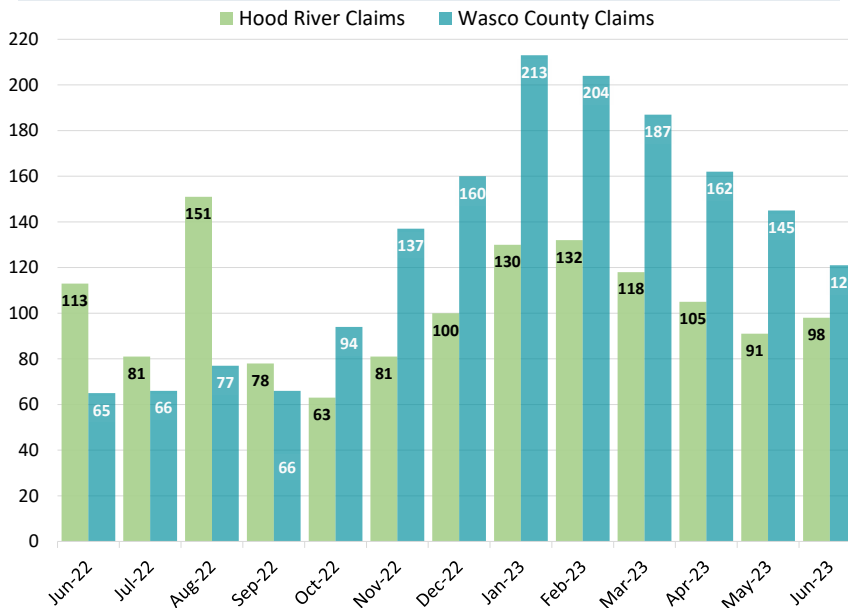
Local Area Unemployment Rates (Seasonally adjusted)



Graph of the Month (select Oregon counties)

Workers Claiming Unemployment Benefits

Source: Oregon Employment Department and U.S. Bureau of Labor Statistics

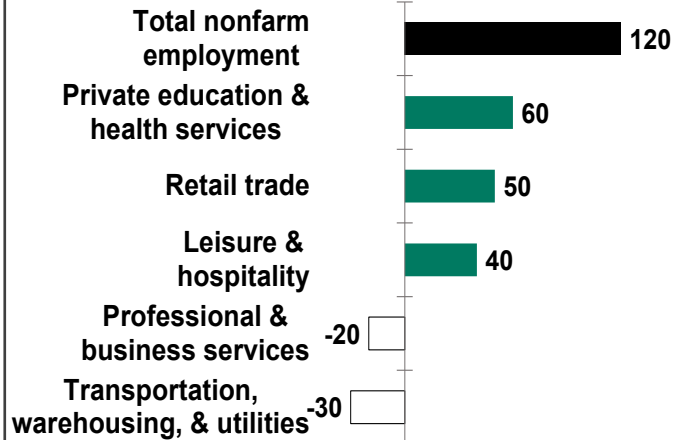


In June, there were 121 continued unemployment insurance (UI) claims in Wasco County and 98 in Hood River County. The number of continued UI claims in Wasco County decreased by 24 from May to June, marking the fifth consecutive monthly decline in continued UI claims since reaching 213 claims in January. In contrast, year-over-year, continued UI claims have increased by 53 in Wasco County.

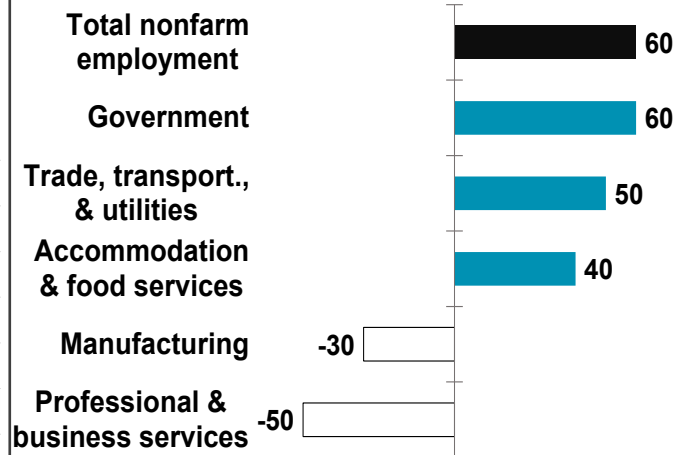
In Hood River County, after three months of consecutive declines, continued UI claims increased slightly over the month of June (+7), and oppositely to Wasco County, decreased over the year (-15).

Select Industry Gains and Losses (Over-the-year net employment change)

Hood River County



Wasco County



Notable Over-the-Year Changes

Gilliam

Total nonfarm employment (+70)
Trade, transportation, and utilities (+10)
Government (+15)

Sherman

Total nonfarm employment (+45)
Trade, transportation and utilities (+20)
Leisure and hospitality (+10)

Wheeler

Total nonfarm employment (+0)
Local government (+5)
Leisure and hospitality (-5)

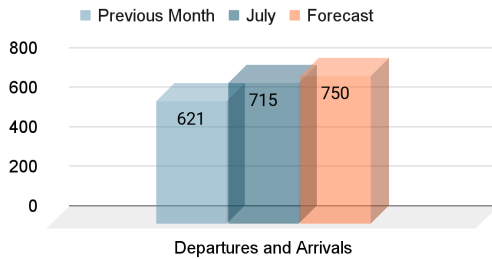
Want to join the distribution list? Contact:
Nicole Ramos at Nicole.S.Ramos@employ.oregon.gov

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Airport Activity:

Airport activity increased in July. Good weather, lower winds, and steady fuel prices were all contributing factors.

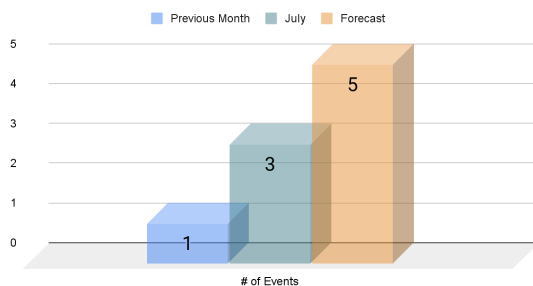
Aircraft Operations



Night Flights:

3 night flights flown in July with no large events scheduled. No large events are scheduled for August. Anticipate a normal volume of flights for August.

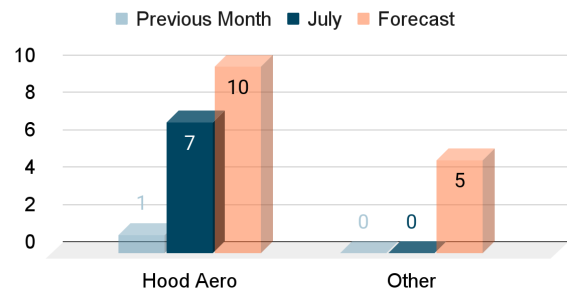
Night Events



Flight Training: Hood Aero conducted 7 training events in July with an anticipated increase in August. Local CFI's, not affiliated with the FBO, did not conduct any training events in July primarily due to aircraft availability. Anticipate an increase in non-Hood Aero training for

August.

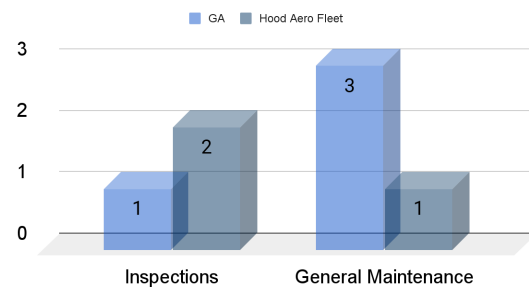
Flight Training Events



Maintenance Activity:

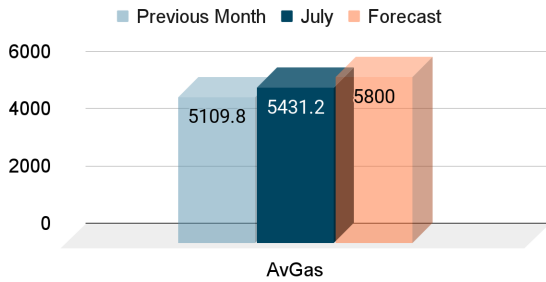
The maintenance department has been addressing the needs of local pilots as well as fleet and transient aircraft. The forecast for maintenance work is a steady increase. Anticipate local annual inspections to increase in late fall.

Maintenance Events



Fuel Sales: Fuel sales were steady in July and above forecast due to good prices and favorable weather. Anticipate fuel sales to continue rising in August despite a projected hike in fuel prices.

Fuel Sales (Gallons)



Fuel Flowage Fees:

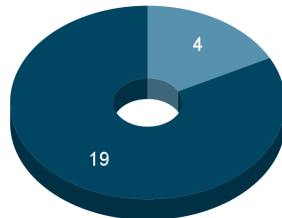
Awaiting the delivery and installation of QT Pod.

Tie Down Activity:

- 23 total spots.
- 83% utilization for July averaged.
- \$105.00 collected in July.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in July.

Pilot Feedback:

No pilot feedback provided for 4S2 during July.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

Department of Transportation	Highway Infrastructure Programs	Shore Road Port Washington ROW Improvements	NY	1,500,000	Schumer
Department of Transportation	Highway Infrastructure Programs	Yonkers Greenway and South Broadway Rehabilitation.	NY	3,000,000	Gillibrand, Schumer
Department of Transportation	Highway Infrastructure Programs	Barborton—Pedestrian Safety Project	OH	700,000	Brown
Department of Transportation	Highway Infrastructure Programs	Canton—East Tuscarawas Streetscape	OH	2,190,000	Brown
Department of Transportation	Highway Infrastructure Programs	East Broad Street Bridge Rehabilitation Project	OH	425,000	Brown
Department of Transportation	Highway Infrastructure Programs	North Hamilton Rail and River Crossing	OH	1,000,000	Brown
Department of Transportation	Highway Infrastructure Programs	Youngstown Eastside Connector Study	OH	400,000	Brown
Department of Transportation	Highway Infrastructure Programs	Northwest 63rd Street Bridge Repair	OK	1,040,000	Mullin
Department of Transportation	Highway Infrastructure Programs	Wagoner County SH-51 Improvements	OK	8,000,000	Mullin
Department of Transportation	Highway Infrastructure Programs	Wagoner County US-64 Improvements	OK	1,440,000	Mullin
Department of Transportation	Highway Infrastructure Programs	Hood River/White Salmon Interstate Bridge Replacement Project.	OR	4,000,000	Merkley, Wyden
Department of Transportation	Highway Infrastructure Programs	Oregon Trail Interpretive Kiosks	OR	220,000	Merkley, Wyden
Department of Transportation	Highway Infrastructure Programs	Wildlife Crossings on I-5 in Southern Oregon	OR	400,000	Merkley, Wyden
Department of Transportation	Highway Infrastructure Programs	Dauphin County Bridge Improvement Program	PA	3,313,000	Fetterman
Department of Transportation	Highway Infrastructure Programs	Mount Pleasant Road Bridge over Redbank Creek.	PA	500,000	Casey
Department of Transportation	Highway Infrastructure Programs	Pine Creek Rail Trail Extension in Tioga County	PA	750,000	Casey
Department of Transportation	Highway Infrastructure Programs	Atwood Avenue and Hartford Avenue -Chronic Stormwater Flooding.	RI	2,080,000	Reed
Department of Transportation	Highway Infrastructure Programs	Centredale Revitalization and Streetscape Project.	RI	1,700,000	Reed
Department of Transportation	Highway Infrastructure Programs	Newport Cliff Walk	RI	5,000,000	Reed, Whitehouse
Department of Transportation	Highway Infrastructure Programs	Pawtucket—Sale Streets Initiatives	RI	3,800,000	Reed, Whitehouse
Department of Transportation	Highway Infrastructure Programs	Pell and Verrazano Bridges—Feasibility Study	RI	1,480,000	Whitehouse
Department of Transportation	Highway Infrastructure Programs	Ten Mile River Greenway	RI	3,000,000	Reed
Department of Transportation	Highway Infrastructure Programs	Washington Secondary Bike Path Resurfacing and Preservation.	RI	1,200,000	Reed
Department of Transportation	Highway Infrastructure Programs	Central-Clemson Green Crescent Trail Connector.	SC	3,000,000	Graham
Department of Transportation	Highway Infrastructure Programs	US178 at I-85 interchange	SC	5,000,000	Graham
Department of Transportation	Highway Infrastructure Programs	BIA Route 3	SD	1,000,000	Rounds
Department of Transportation	Highway Infrastructure Programs	SD 13 Reconstruction	SD	10,067,000	Rounds
Department of Transportation	Highway Infrastructure Programs	SD 37 Improvements	SD	10,659,000	Rounds, Thune
Department of Transportation	Highway Infrastructure Programs	US 385 Improvements	SD	26,752,000	Rounds, Thune
Department of Transportation	Highway Infrastructure Programs	Coalfields Expressway Poplar Creek Phase A & B Paving Project.	VA	7,000,000	Kaine, Warner

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METHODOLOGY AND ASSUMPTIONS MEMORANDUM

DATE: August 10, 2023

TO: Paul Schmidtke | KPFF

FROM: Kevin Chewuk | DKS Associates

SUBJECT: Port of Hood River – Anchor Way and N 1st Street Improvements
Transportation Analysis Methodology and Assumptions

This memorandum documents the methodology and key assumptions to be used to analyze system performance and identify issues and opportunities associated with the proposed Anchor Way extension from N 2nd Street to N 1st Street, and reconstruction of N 1st Street within the waterfront industrial park in Hood River, Oregon.

PRIOR STUDY

In 2011 an Interchange Area Management Plan (IAMP) for the N 2nd Street interchange with Interstate 84 (I-84)¹ was completed and subsequently adopted into the Hood River Transportation System Plan (TSP)². The IAMP established the desired function of the interchange and provided a long-range plan for infrastructure improvements. The analysis projected the N 2nd Street/Riverside Drive intersection to exceed its adopted mobility target by the year 2031 and included a long-range action stating that “restrictions to turn movements may be required, but that such changes should occur only when necessary and if no other solution is found to be acceptable.”

The IAMP also requires that any new development that would be expected to generate a significant amount of peak hour trips (the IAMP suggests 500 or more peak hour trips) to update the prior analysis. While no proposed development is triggering the required IAMP update, a supplemental analysis of the area will occur with this project that will evaluate a range of options at the N 2nd Street/Riverside Drive intersection, with a preferred solution, estimated year off need and how many trips will trigger the preferred solution identified.

¹ Hood River I-84 Exit 63 & Exit 64 Interchange Area Management Plan, ODOT and DKS Associates, December 2011.

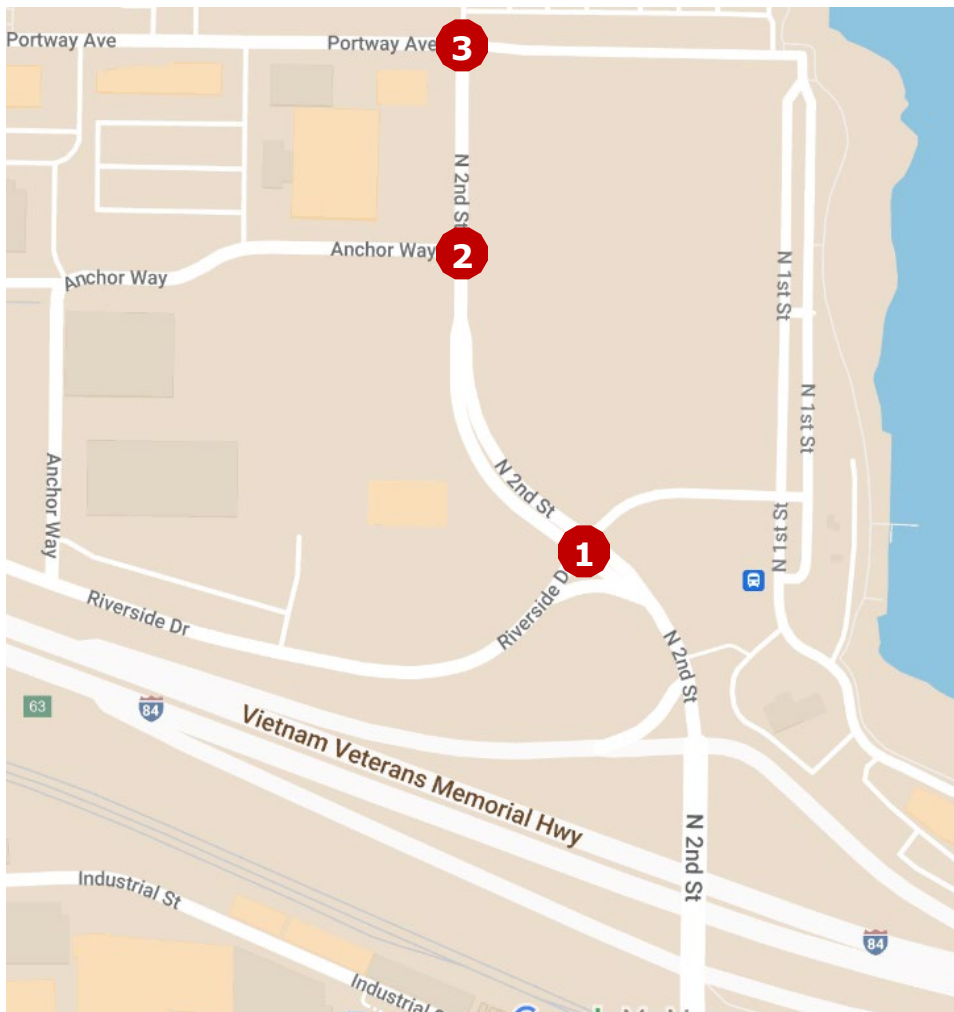
² Hood River Transportation System Plan, October 2011, Amended April 2021.

STUDY INTERSECTIONS

The following intersections are proposed to be evaluated with this supplemental analysis, with their existing control identified (see Figure 1):

1. N 2nd Street/Riverside Drive (all-way stop)
2. N 2nd Street/Anchor Way (stop control on the Anchor Way approach)
3. N 2nd Street/Portway Avenue (stop control on the N 2nd Street approach)

FIGURE 1: PROPOSED STUDY INTERSECTIONS



TRAFFIC ANALYSIS VOLUME DEVELOPMENT

Traffic operations at the study intersections will be analyzed using the estimated 30th highest annual hour traffic volume (30 HV) consistent with methodology outlined in the Oregon Department of Transportation *Analysis Procedure Manual (APM)*. Based on preliminary analysis of Automatic Traffic Recorder (ATR) data the seasonal peak occurs on a Sunday afternoon in August. Traffic counts will be collected in August to reflect this seasonal peak, during both a Sunday afternoon and an average weekday.

To determine intersection operations, turn movement count data is proposed to be obtained for the study intersections during the summer weekday p.m. peak period (4:00 – 6:00 pm) and summer Sunday p.m. peak period (3:30 – 5:30 pm). These analysis periods are consistent with the Hood River I-84 Exit 63 & Exit 64 IAMP.

TRAFFIC ANALYSIS

Traffic operations (delay, LOS, and V/C) will be analyzed for all study intersections under existing (2023) and future (2043) conditions. The Highway Capacity Manual (HCM) 6th Edition methodology will be used for signalized and unsignalized intersection analyses. HCM reports will be post-processed for signalized intersections to obtain intersection average V/C ratios. If HCM 6th Edition results cannot be reported due to intersection geometry or other limitations, the capacity results will be based on HCM 2000.

Two roadway frameworks are assumed for the future analysis, one without the Anchor Way extension between N 2nd Street and N 1st Street and one with the extension. The following alternatives are proposed to be analyzed at the N 2nd Street/Riverside Drive intersection:

1. **All-way Stop** – no changes to the current control at the intersection (no-build).
2. **Two-way Stop** – only the Riverside Drive approaches to N 2nd Street will include stop control. The stop control on the N 2nd Street approaches would be removed.
3. **Roundabout** – the intersection will be controlled with a roundabout.
4. **Traffic signal** - the intersection will be controlled with a traffic signal. Traffic signal warrants will be reviewed to determine if this is a viable option.

For each alternative, traffic operations and a queuing analysis will be evaluated. If none of the above options allow the intersection to meet the current mobility target and/or prevent vehicle queuing from extending to the I-84 interchange, then turn restrictions will also be analyzed at the intersection including right-in, right-out access or other configurations for the Riverside Drive approaches.

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LOT ONE TRANSPORTATION ENGINEERING

Description/Project	Task	Start	Due Date	Status
Lot 1/Phase 1 / Hagbery: Lead	RFP Issued	1/1/2023	2/10/2023	Complete
	Pre-proposal Meeting	2/11/2023	3/1/2023	Complete
	Protest Period	3/2/2023	3/14/2023	Complete
	Proposal Deadline	3/15/2023	4/21/2023	Complete
	Negotiations	5/17/2023	7/18/2023	6/23/23 - updated scope/fee reviewed; 6/15 - legal review. 6/13/2023 - Received updated scope and fee. 6/9 - Negotiated Scope including proof testing prior efforts. 6/7 - Reviewed 3rd Party Eval. 6/1 - Discussed revised scope; contract provisions; 5/29 - kickoff meeting. 5/17 - Notice of Intent to Negotiate
	Contract Approval/NTP	7/11/2023	7/12/2023	Complete. Sent via email 7/12.
	Project research and evaluation	7/18/2023	10/16/2023	8/1 - met with KPFF and ODOT. 8/10 - discussed methodology. Presentation prep for 10/16; decision two weeks after. KPFF to prepare date for next working meeting.
	Basis of Design	10/2/2023	10/16/2023	
	Presentation to Port Commission	10/16/2023	10/17/2023	
	Commission Decision	10/18/2023	11/7/2023	meeting added after 8/10 discussion
	Geotechnical Investigations	10/16/2023	1/15/2024	
	30% Schematic	10/16/2023	12/18/2023	
	Review	12/18/2023	1/8/2024	
	60% Detailed	1/8/2024	3/8/2024	
	Review	3/8/2024	3/29/2024	
	90% Design	3/29/2024	5/28/2024	
	Review	5/28/2024	7/12/2024	
	100% CD	6/11/2024	7/26/2024	
	Permitting	5/28/2024	7/12/2024	
	Bidding	7/26/2024	8/26/2024	
Construction	8/26/2024	8/26/2025		

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FUEL FARM PROJECT

Description/Project	Task	Start	Due Date	Status
Fuel Farm / Lead: Greg	Point of Sale (POS) Repairs		N/A	Point of sale returned (QTPod M4000). Took to QT headquarters. Request for Status Update Sent to Mascott. 7/24-GH checked in w Mascott
	Engineer Finalize Recommendations for Completion of Project		PAE Task Order -> +1 week	PAE evaluating current installation and will provide recommendations for completion. Also coordinating wiring/conduit diagram with Mascott.
	Complete Remaining Site Development Work (Excludes Electrical and Communications)		Engineer Recommendations ->	PAE has requested plan for anchoring skid from Mascott.
	Complete Remaining Fuel Equipment Installation Critical to Fire Marshal Approval (Signage, Placards, Fire Extinguishers, Overfill Alarm, Emergency Shutoff, Etc.)		Engineer Recommendations -> +3 weeks	
	Receive Fire Marshal Approval to Fill Tank (Including FM site visit if required)		Completion of Site Work & Equipment Installation -> +2	Port coordinating with Fire Marshal for list of discrepancies noted to date.
	POS Returned to Port		8/14/2023	Request for Status Update Sent to Mascott. Mascott scheduled to deliver Qtpod on Monday 8/14/2023
	Install POS & Complete Site Electrical/Communication		8/28/2023	Return of POS -> +2 weeks. PAE coordinating wiring/conduit diagram with Mascott.
	Partial Fill of Tank, Fuel Soak Test, Equipment Calibration, Training		9/11/2023	Completion of Electrical/Comms -> +2 weeks
	Collect Fuel Sample and Perform Laboratory Analysis, Oregon Department of Agriculture (ODAg) Weights and Measures coordination for new liquid fuel meter, System Commissioned		9/18/2023	Initial Tank Fill -> +1 week
	Complete Spill Prevention, Control, and Countermeasures (SPCC) Plan		11/13/2023	System Commissioning -> +8 weeks (Must Be Completed Within 6 Months of System Commissioning)

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HANEL MILL SITE IMPROVEMENT

Description/Project	TASKS / SUB-TASKS	START	END	Staus
Hanel Mill Lot 902 Site Improvement Contractor Procurement Lead: Greg	Receive Proposal from HRK	7/26/23	7/26/23	complete
	Contract reviewed and signed	7/26/23	7/28/23	Complete
	C/E Documents & Bid Pack received	8/1/23	8/1/2023 8/9/2023	Met with HRK & Ryan to discuss phasing strategy due to estimated cost of total project. HRK to have drawings and bid pack to Port by 8/9
	DEVELOP PROCUREMENT DOCS			
	Staff Prepares Prelim RFQ/RFPdraft	8/10/23	8/15/23	
	Procurement docs finalized	8/15/23	8/17/23	
	Port Staff/Legal Review of RFP	8/17/23	8/21/23	
	RFP/RFQ RELEASED			
	Issue Date of RFQ/RFP	8/22/23	8/22/23	
	Pre-proposal meeting	8/29/23	8/29/23	
	RFP Addendum (if necessary)	8/29/23	8/31/23	
	Close question period	8/31/23	9/8/23	
	Final Addendum (if necessary)	9/8/23	9/11/23	
	Submittals due	9/11/23	9/21/23	
	SUBMITTAL EVALUATIONS			
	Evaluation Comm. Review; Meeting	9/25/23	9/25/23	
	*Request for information	9/25/23	9/27/23	
	Evaluation Comm. completes assessment	9/27/23	9/28/23	
	Port Comm. Authorizes Notice to Proceed (NTP)		10/3/23	
	Selection protest period	10/4/23	10/12/23	

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LOWER MILL MARKET ANALYSIS

Description/Project	Task/Subtask	Start	Complete	Status/Notes
	Kick off	4/24/2023	4/24/2023	COMPLETE
Lower Mill Market StudyProject Lead: Greg Hagbery/ ECONW, Chris Blakney, (503) 896-8402	Market Analysis/H&BU Analysis	5/1/2023	6/12/2023 6/28/2023	Draft complete 6/28/2023. Meeting with Port/Consultant team on 7/7/2023 to receive comments and review findings. COMPLETE
	Conceptual Layouts	7/10/2023	7/24/2023	Mackenzie Engineering under contract 7/10/2023. Conceptual layouts delivered 7/24/2023, first iteration. - COMPLETE
	Conceptual Layout Review amd Iterations	7/24/2023	TBD by Port	Partial Port task. Port to review and provide feedback. Estimated 1-week process. Port to select preferred alternative for financial modeling. 2nd iteration received on 7/31. Feedback to Chris week of Aug. 1. Conceptual layout finalized 8/2
			8/2/2023	
	Financial Feasibility Analysis	8/2/2023	6/26/2023 8/23/2023	Pro forma analysis of the selected alternative. Estimated 3- week process including Port Review.
	Deal Assessment	(estimated 8/23/2023)	7/6/2023 8/30/2023	Dependent on Port approval of financial modeling. Estimated 1-week process.
	Final Report and Recommendations	(estimated 8/30/2023)	7/31/2023 9/6/2023	Depended on Port review of deal assessment. Estimated 1- week process.

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UNDERWATER PIER REPAIRS

Description/Project	Task	Start	Due Date	Status	
Underwater Pier Repairs Lead: Mark Libby, Kevin and Ryan; Contractor: Advanced American	RFP Issued	3/9/2023	3/30/2023	Complete	
	Pre-proposal Meeting	NA	NA		
	Protest Period	4/6/2023	4/13/2023	Complete	
	Contract Approval	4/18/2023		Complete	
	Contract Start/Notice to Proceed			Complete	
	Pre-construction meeting	5/4/2023	5/4/2023	Complete. Determined that water flow in river was not safe. Agreed to wait for safer conditions.	
	Submittals	Schedule adjustment	5/11/2023	7/21/2023	No cost change order for extending completion timeframe
		Safety Plan	5/16/2023	5/16/2023	Approved
		Field Verification Survey	6/28/2023	6/29/2023	field dive inspection performed
		Field Verification Submittal	7/14/2023	7/26/2023	submittal returned 7/18 with questions and clarifications. Revised submittal approved as noted. - complete
		Schedule submitted	7/31/2023	8/1/2023	complete
		Pollution Control and Water Quality Plan		8/3/2023	outstanding; due 2 weeks prior to on-site work - Complete
		Procure materials	7/24/2023	8/11/2023	submittals will be sent for gaskets, grout, epoxy. - complete
		Mobilize dive spread	8/14/2023	8/16/2023	getting staged
		Pier 6 Repairs	8/17/2023	8/31/2023	
		Pier 8 Repairs	9/1/2023	9/27/2023	
		Substantial Completion		6/30/2023 8/31/2023 9/27/2023	due to flow conditions
		Demobilize dive spread	9/28/2023	10/2/2023	
		Repair documentation submittal			
	Contract Completion		7/15/2023 9/15/2023 10/9/2023		

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WIRE ROPE REPLACEMENT

Description/Project	Task	Start	Due Date	Status
Wire Rope Replacement / Lead: Ryan, Kevin & Paul Bandlow; Contractor: Hamilton, Joe Hampton, (541) 746-2426	Wire rope open socket fabrication		7/1/2023	Complete
	Wire rope shim fabrication		7/1/2023	Shims Complete - Final machining pending as-built rope lengths.
	socket pin fabrication including paint requirements and protection from corrosion prior to painting		7/1/2023	Complete
	Counterweight jacking material fabrication		7/1/2023	Completed
	Submit erection and working drawings - see special provisions for requirements		7/1/2023	Completed
	Provide material certifications for all materials		7/15/2023 7/17/2023	Completed
	Wire rope block socket fabrication		7/21/2023	Completed
	Submit workforce qualifications - see special provisions		7/22/2023	Completed
	WJE on site wire rope manufacturing inspection	8/9/2023	8/10/2023	Completed
	Provide appropriate disposal plan for all wire ropes and other material removed from the bridge		7/29/2023 8/1/2023 8/31/2023	August Completion
	Submit wire rope handling and installation procedure		7/29/2023 8/1/2023 8/31/2023	Submitted Partial, August Completion for rest
	Submit counterweight jacking procedure		7/29/2023 8/1/2023 8/31/2023	Submitted Partial, August Completion for rest
	Assemble wire ropes		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24
	Wire rope prestretching		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24
	Wire rope measurements		7/31/2023 8/24/2023	8 assemblies complete 8/10, 8 in progress to finish Monday 8/24
	Wire rope length adjustment using shop shim		7/31/2023 8/1/2023 8/25/2023	Shims are built, will be machined once we have final measurements.
	Wire rope break tests		8/7/2023	Completed
	Coil wire ropes on reels - note reel diameter requirements		8/1/2023 8/15/2023 9/5/2023	August once all testing complete
	Ship ropes to bridge site and store indoors		8/1/2023 8/15/2023 9/5/2023	August once all testing complete
	Submit lubrication procedure and lubricants for all components requiring lubrication including the full length of the wire ropes.		8/1/2023 8/15/2023	Will Submit in August
	Submit wire rope tensioning procedure including qualifications of professional engineer licensed in Oregon.		8/1/2023 8/15/2023	Completed, additional Info requested
	Submit detailed work plan for closure period with hourly or shift basis for all tasks on the critical path		8/1/2023 8/15/2023	Submitted Partial, August Completion for rest
	Mobilize on site			
	Installation complete	11/3/2023	11/6/2023	estimate. Staff confirming with area contacts. Tentative date.
	Demob			
	Submit rope tension report at the completion of rope tension adjustments		11/15/2023	Will submit post installation and testing
	submit "as-built" drawings identifying any changes from approved drawings		11/15/2023	Will submit post installation and adjustment

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: August 15, 2023
Re: Accounts Receivable Processes

The Port does not currently have a formal process for responding to lease tenants who have past-due balances. Over the years the process has been very informal and has led to inconsistencies in how these past-due accounts were handled.

With staff turnover in the past year, it has become apparent that the Port needs a policy that clearly spells out the steps to be taken as soon as a tenant is past due. The attached Resolution provides for initial informal contact when the tenant is a week (7 days) past due and escalates with additional contact leading to the point that the Commission and Legal Counsel are involved.

Proposed timeline example:

1. **July 1**, August bill mailed to tenant
2. **August 1**, due date
3. **August 8** (7 days past due), tenant contacted and notified of past-due amount, Property Manager notified.
4. **August 16** (15 days past due), tenant contacted with second warning, Property Manager and Finance Director notified.
5. **August 31** (30 days past due), tenant contacted with third warning, Property Manager, Finance Director, Executive Director, and Legal Counsel informed of past-due; discussion with Finance Committee begins to discuss options.
6. **September 30** (60 days past due), legal action commences.

New leases include the ability to charge late fees and interest. Staff believes this will help keep tenants current, however it will be a number of years before all tenants are under the new lease structure. In the meantime, a process of contacting past-due tenants every two weeks after their due date should provide them with adequate opportunity to pay. If they have not paid after 60 days, it should not be a surprise when we move forward with an appropriate legal response.

RECOMMENDATION: Approve Resolution number 2023-24-3 establishing an accounts receivable aging monitoring policy.

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PORT OF HOOD RIVER
Resolution No. 2023-24-3

**A RESOLUTION ESTABLISHING AN ACCOUNTS RECEIVABLE AGING
MONITORING POLICY**

WHEREAS, The Port of Hood River Board of Commissioners (“Commission”) understands that its tenants and other business partners are subject to uncertainties in the economy; AND

WHEREAS, the Commission’s responsibility is to ensure that the Port’s assets are managed in such a way to limit risk while ensuring economic development; AND

WHEREAS, the Commission Secretary and Treasurer serve as the Port’s Finance Committee and are charged with assisting staff with operational and preliminary issues; AND

WHEREAS, the Commission feels that a policy managing the aging of the Port’s accounts receivable should be established; AND

WHEREAS, additional budgeted training shall be made available to employees to increase best practices for bookkeeping and property management; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Invoicing. Tenants/customers shall be invoiced monthly including details on charges. A separate statement shall also be sent showing historical account activity. Payments received shall be applied to the oldest owing balances.

Section 2. Reporting. An Accounts Receivable Aging Report shall be developed showing the number of customers that are either 30, 60, 90, or 90+ days late. The Finance Director will email the report to Finance Committee along with appropriate staff. Committee convenes to review accounts older than 60 days old and recommends action by Legal Counsel. Accounts more than 60 days old shall have their lease reviewed specifically for expiration.

Section 3. Past-due process:

- A.** 7 Days Late. Assess balance interest and fees (if any). Office Manager or other staff will call the customer and inform them of late balance and process for unpaid balances. Staff will email contact with warning and will copy the Property Manager.
- B.** 15 Days Late. Assess balance interest and fees (if any). Office Manager or other staff will call the customer and inform them of the balance and process for unpaid

balances. Staff will email the contact with second warning and will copy the Property Manager and the Finance Director.

- C. 30 Days Late. Assess balance interest and fees (if any). Office Manager or other staff will call the customer and inform them of the balance and process for unpaid balances. Staff will email the contact with the third warning including the potential for legal action and will copy the Property Manager, Finance Director, Executive Director, and will blind copy Legal Counsel.
- D. 60 Days Late. Finance Director and Legal Counsel coordinate potential legal action based upon Finance Committee input.

Section 4. Leases. If a tenant desires a lease extension, amendment or other change requiring Commission action, the Property Manager will consult with the Finance Director on the status of the account. No changes to a lease or contract will be made unless an account is current or separate terms are approved by the Commission.

Section 5. Reservation of Rights. Nothing in the Resolution alters the terms of an individual Lease and the terms of the subject Lease shall control. The Port reserves the right to accelerate the above established procedure at its sole discretion based on, but not limited to, the lease terms, previous arrears, patterns of default, Tenant's collaboration with the Port and other tenants and any other exigent circumstance,

Section 6. This policy shall be incorporated by reference into the Port's Finance Policy.

Adopted by the Board of Commissioners of the Port of Hood River this 15th day of August 2023.

SIGNED

Kristi Chapman, President

ATTEST

Mike Fox, Secretary